

July 1308

Dated 12th December 1912
Forest of Dean &
Hundred of St Briavels
The Registered Owners
of the Gale of Coal called
The Smith's Trenchard
 to
The King's Most
Excellent Majesty
 - Release -
 of
Shortworkings

This Indenture made the twelfth day of December One thousand nine hundred and twelve Between Amos William Brown of Scatterford Coleford in the County of Gloucester the Registered Owner of the Gale of Coal called Smith's Trenchard (hereinafter called the Registered Owner) of the first part The Right Honourable Walter Kunciman M.P. a Commissioner of His Majesty's Woods and His Majesty's Forests 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 neglected to bona fide commence opening and working the said Gale in violation of the 14th and 9th rules 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 in the Award of the Forest of Dean Mining Commissioners of 1841 dated the eleventh day of June One thousand eight hundred and seventy two 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 Walter Kunciman as such Commissioner and Forester as aforesaid that in consideration of the forbearance until the twentieth day of March One thousand nine hundred and fifteen of the execution of the right of reentry so accrued as aforesaid to His Majesty such release and surrenders 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 eleven in respect of the said Gale as amount to the sum of Twelve pounds ten shillings Provided always and the Registered Owner doth covenant 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 Owner or Owners holder or holders of the said Gale shall have bona fide commenced opening and working the said Gale.
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 Lease 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 Owner or Owners holder or holders shall on the twentieth day of March One thousand nine hundred and fifteen have continued in the occupation of the said Lease 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 he or they hold and shall have bona fide commenced the opening and 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 Walter Kunciman doth hereby direct that this Deed shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Enrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Enrolments. In witness whereof the said 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 } (sd) Amos William Brown
Amos William Brown in the presence of }
(sd) David Morgan
Boleford, Glos
Accountant.

Signed Sealed and Delivered by the above named }
Walter Kunciman in the presence of }
(sd) Arthur Gage
11, Whitehall Place
London S.W.
Barrister-at-Law

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

24 December
1912

(sd) H. Rodney
For the Keeper of the Records.

Dated 1/

Dea

The Rt. Hon.

M.P. a

re

The Great
Company
Railway

Lea

of two pieces
1a 0+11p
Serridge
purposes of

Commenced
Term
Expires 5

Rent

4/12/1912

Sched. 1912-13

Dated 14th December 1912

Dean Forest

The Rt. Hon. Walter Runciman
M.P. a Commissioner of Hill Woods
vs

to
The Great Western Railway
Company & The Midland
Railway Company

Lease

of two pieces of land containing
1a 0r 11p and 2a 2r 16p at
Serridge Junction for the
purpose of a siding

Commencing 5th April 1912

Term 31

Expires 5th April 1943

Rent £ 4. 5. 0d per annum

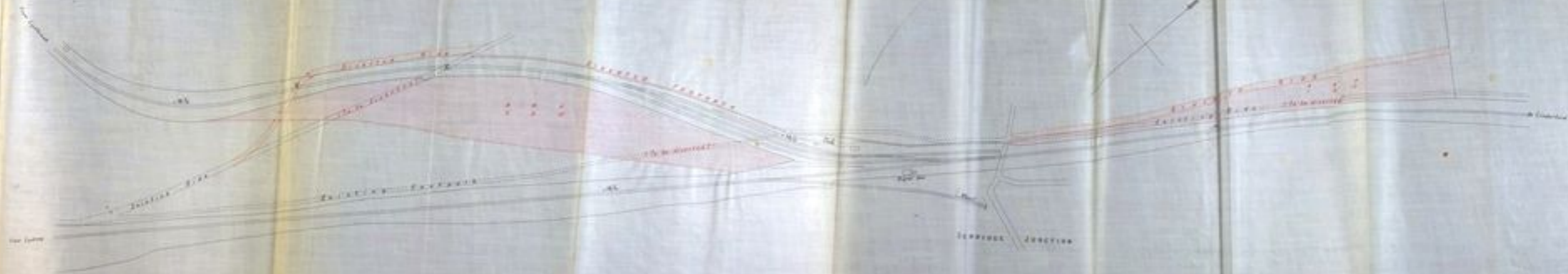
This Indenture made the seventeenth day of December One thousand nine hundred and twelve Between The King's Most Excellent Majesty of the first part The Right Honourable Walter Runciman M.P. the Commissioner of Woods in charge of the premises hereby demised and Lavellet of the Royal Forest of Dean of the second part and The Great Western Railway Company and The Midland Railway Company (hereinafter called the Lessees) of the third part Witnesseth that in consideration of the rent hereinafter reserved and of the covenants hereinafter contained The said Walter Runciman as such Commissioner as aforesaid Doth on behalf of His Majesty Demise and Lease unto the Lessees All those two pieces or parcels of land containing respectively One acre and eleven perches and two acres and ten perches or thereabouts situate at Serridge Junction in the said Forest being as to part waste of the said Forest and as to the remainder (portion of the said piece of land containing one acre and eleven perches) part of New Serridge Inclosure and is more particularly described on the plan annexed hereto and is thereon coloured red. Except and reserving out of this demise all mines minerals stone and substrata within or under the said land together with full and free rights powers and authorities to and for the Lessor (the term Lessor being hereinafter defined) his grantees galees and tenants for the purpose of searching for

winning working raising dressing and making merchantable and carrying away the said excepted premises and any other mines minerals and substrata belonging to His Majesty or any of His grantees galees or tenants and situate beyond or outside the limits of the land and premises hereby demised. Subject nevertheless to the provisions contained in respect of mines and minerals in the Railway Clauses Consolidation Act 1845 so far as the same may legally apply. And also reserving out of this demise all watercourses and streams of water running through or under the said land hereby demised 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 140) from the fifth day of April One thousand nine hundred and twelve for the term of Thirty one years for the purpose of constructing sidings thereon and for the diversion of the running lines in connection with the Railway System of the Lessees and for no other purpose whatsoever Paying therefor unto the King's Majesty His Heirs and Successors during the said term the yearly rent of Seven pounds five shillings by equal half yearly payments on the fifth day of April and the tenth day of October in every year without any deduction or

abatement whatsoever the first of such payments for the period from the date of possession being given having become due on the tenth day of October One thousand nine hundred and twelve. And the Lessees hereby covenant with the King's Majesty His Heirs and Successors in manner following that is to say:-

1. To pay unto the King's Majesty His Heirs and Successors the said yearly rent of seven pounds five shillings on the days herebefore appointed for payment thereof without any deduction or abatement whatsoever.
2. To pay the land tax and all other taxes sewer and other rates charges and impositions 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. Forthwith to enclose and fence in the said land hereby demised well and sufficiently with the Companies Standard post and wire fence to the reasonable satisfaction ⁽²⁾ (in all things) (of the Lessor) and during the continuance of this demise at their own costs to keep the said lands so well and sufficiently enclosed and fenced in as aforesaid.
4. Forthwith to construct to the reasonable satisfaction of the Lessor and thereafter to maintain to the like satisfaction such culverts over the streams and watercourses running through the demised land as he may reasonably deem sufficient and proper.
- 4a. Forthwith to divert the existing rides through the said pieces of land and to construct new rides fifteen feet wide at the least as shewn by brown colour and marked diverted rides on the said plan and also to divert the footpath through the said piece of land containing two ~~roods~~ acres two roods and ten perches in the manner shewn by brown colour and marked "diverted footpath" on the said plan and to provide across the said rides and footpath such gates as may be required by the Lessor. All such works to be carried out by the Lessees at their own expense in all things in a good and workmanlike manner and to the reasonable satisfaction in all things of the Lessor.
5. On the alteration of the rides provided for in the next preceding clause hereof to divert the Level Crossing, to alter the existing level crossing at the point marked X on the said plan to the situation shewn by red dotted lines and marked Y thereon. Such alteration to be carried out by the Lessees at their own expense and to the reasonable satisfaction in all things of the Lessor and to pay to the Lessor on demand for all trees standing on the said lands coloured red on the said plan and on the sites of the proposed new rides at a valuation as a growing crop by the Deputy Surveyor of the said Forest and the Lessees' Engineer.

PLAN REFERRED TO.



Scale 40 Feet to an Inch

6. At all times during the said term to maintain and keep the said demised premises in good and proper order repair and condition and with all necessary and requisite drains sewers water-courses 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 by reason of the use or occupation of the ^{said} demised premises for the purposes aforesaid and to permit the Lessor or the Deputy Surveyor or Deputy Gavellet for the time being of the said Forest with or by his or their Workmen Servants or Agents from time to time and at all times during the continuance of this demise to enter into and upon the said demised premises for the purpose of viewing and examining the state and condition thereof and at the end or other sooner determination of the said term to peaceably and quietly leave surrender and yield up unto the Lessor or his duly authorised Agent the said demised premises in good and proper repair order and condition subject to the right of the Lessees to remove all rails signals and apparatus upon the said premises
7. 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 ^{or permit or suffer to be erected built or set up} to erect build or set up upon the land hereby demised or any part of the same any building erection or machinery whatsoever other than and except such as is hereby authorised nor use or occupy or permit or suffer the said demised premises or any part thereof to be used or occupied otherwise than for the purpose of the Railway of the Lessees 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 nor to do or suffer to be done any act or thing whatsoever which may be or become a nuisance annoyance or disturbance to the Lessor or to the owners or occupiers of any contiguous premises but nothing herein contained shall hinder or prevent the uses of the said premises by the Lessees for the purposes of their Railway and undertaking
8. Not to assign the said premises or any part thereof without the previous licence and consent in writing of the Lessor and at their own costs within three calendar months from the respective dates thereof to cause all assignments which may with such licence as aforesaid at any time hereafter be made of these presents or of the premises hereby demised and all Orders of Court, Probates of Wills Letters of Administration and other Instruments affecting the devolution of the premises or the term hereby granted to be lodged in the Office of the Commissioners of Woods in order that minutes or doquets thereof respectively may be entered and on demand to pay the usual fees for such entry
9. Provided always that if the said rent hereby reserved or any part of the same shall be unpaid for thirty days next after either of the days of payment or which the same ought to be paid or if the Lessees do not in all things ^{obey} 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 and in all respects as if these presents had not been made and in case of any such entry there shall be payable by the Lessees His Majesty His Heirs and Successors in addition to any rent due a proportionate part of the accruing rent for the then current half year up to the day on which such reentry shall have been made.

Provided Lastly and it is hereby agreed and declared that the term "Lessor" herein means the King's Majesty His Heirs Successors and Assigns or so long as the reversion of the demised premises is vested in the Crown the Commissioners or Commissioners or other the person or persons entitled by law to the management and direction thereof and that the term "Lessees" shall include their successors and assigns

And the said Walter Runciman doth hereby direct that this Deed shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Enrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Enrolments

In witness whereof the said Walter Runciman hath hereunto set his hand and seal and the Lessees have caused their Common Seals to be hereunto affixed the day and year first above written

Signed Sealed and Delivered by the above named } (Sgd.) WALTER RUNCIMAN
Walter Runciman in the presence of

(Sd) Arthur Gage
4 Whitehall Place London

L. S.

The Common Seal of the Great Western Railway }
Company was hereunto affixed in the presence of }
(Sd) A. C. Potter, Secretary

L. S.

The Common Seal of the Midland Railway Company }
was hereunto affixed in the presence of }
(Sd) James W. Oxley
Director of the Company, Spensfield, Westwood near Leeds

L. S.

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

16 January
1913

(Sd) R. H. Prodie
For the Keeper of the Records.

[Handwritten mark]

1/16/12

Sched. 1912-13

Dated 9th January 1913

County of Gloucester

The Rt. Hon. Walter Runciman
M.P. a Commissioner of Woods &c

to

Dr. James S. Stewart

Lease

of Kaimara Cottage, St
Briavels

Commencing 10th October 1912

Term

Expires 10th October 1919

Rent: £25 per annum

This Indenture made the ninth day of January One thousand nine hundred and ~~twelve~~ thirteen Between The King's Most Excellent Majesty of the first part The Right Honourable Walter Runciman M.P. a Commissioner of Woods on behalf of His Majesty acting in exercise of the powers of the Crown Lands Act 1824 to 1906 of the second part and James Shuchburgh Stewart of Woodcot Brookweir Shepston in the County of Monmouth Gentleman (hereinafter referred to as "the Lessee") of the third part Witnesseth that in consideration of the rent and covenants hereinafter contained He the said Walter Runciman as such Commissioner as aforesaid with the authority of the Lords Commissioners of His Majesty's Treasury signified by their Warrant dated the twenty third day of September One thousand nine hundred and twelve Doth demise unto the Lessee All that piece of land with the Cottage and buildings erected thereon known as "Kaimara" Cottage situate at St. Briavels in the County of Gloucester containing three roods and five perches or thereabouts formerly called the Tump or Root Meadow and shewn on the plan drawn in the margin hereof and thereon coloured red

Probate of W.D.B. p 33
Mr. K.M.L.
Stewart side
Treasurer
Except and reserved unto the King's Majesty His Heirs and Successors all timber and other trees and all mines and substrata whatsoever in and upon the said demised premises To hold the said premises unto the Lessee from the tenth day of October One thousand nine hundred and twelve for the term of Seven years. Paying therefor during the said term ^{unto the King's Majesty His Heirs and Successors} the clear yearly rent of Twentyfive pounds by equal quarterly payments on the fifth day of January the fifth day of April the fifth day of July and the tenth day of October in every year except the last quarterly payment thereof which is to be made on the fifth day of July next preceding the expiration or sooner determination of the said term such rent to be paid to His Majesty's Deputy Surveyor of the Forest of Dean free from all deductions except Property Tax and Litter Charge. And the Lessee hereby covenants with the King's Majesty His Heirs and Successors as follows:-

1. To pay unto the King's Majesty His Heirs and Successors the yearly rent of Twenty five pounds upon the days and in manner hereinbefore appointed for payment thereof.
2. To pay all rates taxes assessments and outgoings whatsoever (except as aforesaid) now or at any time hereafter payable in respect of the said premises
3. From time to time as occasion may require to well and sufficiently repair and keep in good and tenantable repair the inside of the said cottage and premises and the fixtures therein and all fences and gates thereto belonging and keep the windows properly glazed and mended (the Lessee - the term "Lessee" being hereinafter defined - keeping the outside of the said cottage in repair) and at all times to properly

manage and cultivate the land attached to the said cottage and leave the same clean and in good heart and condition and at the expiration or other sooner determination of the said term to deliver up to the Lessor the said cottage and premises in such good repair order and condition

4. During the said term to insure and keep insured the said cottage and buildings from loss or damage by fire in the joint names of His Majesty His Heirs and Successors and of the Lessee in some Insurance Office in London to be approved of by the Lessor in the sum of six hundred pounds at the least and whenever required so to do to shew to the Lessor or to the said Deputy Surveyor the receipt for the premium for the current year and in case the said cottage or any part thereof shall be destroyed or damaged by fire then to lay out the insurance money immediately after the same shall have been received in rebuilding or reinstating the same to the full satisfaction of the Lessor or his Architect
5. To permit the Lessor or his Agent at all reasonable times to enter into and upon the said premises to inspect the state of repair and condition thereof and within the space of three calendar months next after any notice for the purpose shall have been given or left for him on the said premises to supply and make good all defects and wants of repair then found and which he should have made good in accordance with clause 3 hereof and amend the same to the satisfaction in all respects of the Lessor
6. Not to underlet assign or otherwise part with the demised premises or any part thereof or part with the possession of these presents without the consent in writing of the Lessor
7. To cause or procure every Resignment which shall with such consent as aforesaid be made of these presents and all Orders of Court Probates of Wills Letters of Administration and other Instruments affecting the devolution of this lease or the term hereby granted to be within six calendar months from the respective dates thereof lodged in the Office of the Commissioners of Woods in order that minutes or dockets thereof respectively may be entered and on demand to pay the usual fees thereof
8. Provided always and these presents are upon this express condition that if the said yearly rent of twenty five pounds hereby reserved or any part of the same shall be unpaid for the space of twenty days next after either of the days hereinbefore appointed for payment of the same or if the Lessee shall make default in the observance and performance of the covenants and conditions hereinbefore contained or any of them or if a Receiver in Bankruptcy of his estate shall be appointed or a Receiving Order made against him wheret the

premises hereby demised or any part thereof remain vested in him then it shall be lawful for the lessee to enter into and upon the said demised premises and to take and retain possession thereof as fully and effectually in all respects as if these presents had never been made.

9. Provided also 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 remains vested in the Crown the Commissioners or Commissioners or other the person or persons for the time being entitled by law to the management and direction thereof and that the term "Lessee" shall include his executor, administrator and assigns.

To be replaced by L. B. 29 p. 33



direct that this Deed shall be deemed to be of a duplicate thereof in the Office of Land Revenue Records and Enrolments and the filing or making an entry of such deposit by these presents of the second and third parts the day and year first above written.

named }
(Sgd.) WALTER RUNCIMAN. L. S.

sealed and delivered by the above named } (Hd) James Stuckburgh Stewart
Stewart in the presence of }
(Hd) W. Sydney Payne

L. S.

Parkend near Lydney, Glos.
M. H. C. I., L. R. C. P.

I certify that a duplicate of this Deed has been deposited in the Office of Land Revenue Records and Enrolments and an entry thereof made or filed by me
21st January 1913
(Hd) G. Salisbury
For the Keeper of the Records

M
H

premises hereby demised or any part thereof remain vested in him then it shall be lawful for the Lessor to re-let into and upon the said demised premises and to take and retain possession thereof as fully and effectually in all respects as if these presents had never been made

9. Provided also 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 remains vested in the Crown the Commissioners or Commissioners or other the person or persons for the time being entitled by law to the management and direction thereof and that the term "Lessee" shall include his executor administrator and assigns

10 And the said Walter Runciman doth hereby direct that this Deed shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Enrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Enrolments

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

Signed Sealed and Delivered by the above named }
Walter Runciman in the presence of

(Sd) Arthur Gause

4 Whitehall Place S.W.

Barriester-at-Law

(Sgd.) WALTER RUNCIMAN.

L. S.

Signed Sealed and Delivered by the above named }
James S. Stewart in the presence of

(Sd) W. Sydney Mayne

Parkend near Sydney Glos.

M. A. C. S., L. R. C. P.

(Sd) James Stuckburgh Stewart

L. S.

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

21st January
1913

(Sd) C. Salisbury
For the Keeper of the Records

21

file 7/1036

✓ sched. 1912-13

Dated 19th December 1912

Dean ForestThe Rt. Hon. Walter
Runciman M.P. a
Commissioner of His Majesty's
Woods reto
The Cannon Coal
Company LimitedLeaseof 1. 0. 32 of waste land at or
near Wimberry Bottom in
Worcester Walk to be held in
connection with the Cannon Gale

Commencing 5th July 1912

Term 25 $\frac{3}{4}$

Expires 5th April 1938

Rent: £ 2. 8. 0 per annum

Surrendered 5/4/29
by deed dated 21/3/30
See W.O.B. 36 p. 38

This Indenture made the nineteenth day of December One thousand nine hundred and twelve Between The Kings Most Excellent Majesty of the first part The Right Honourable Walter Runciman M.P. the Commissioner of His Majesty's Woods Forests and Land Revenues in charge of the premises hereby demised and Leaveler of the Royal Forest of Dean of the second part and The Cannon Coal Company Limited whose Registered Office is situate at No. 10. Royal Arcade Newcastle-on-Tyne in the County of Northumberland (hereinafter called "the Lessees") of the third part Witnesseth that in consideration of the rent and covenants hereinafter reserved and contained. The said Walter Runciman as such Commissioner as aforesaid by virtue of every power enabling him so to do Doth by these presents demise and lease unto the Lessees All that piece or parcel of land containing One acre and thirty two perches or thereabouts situate at Wimberry Bottom in Worcester Walk in the said Forest of Dean which said piece of land is part of the uninclosed waste land of the said Forest and is more particularly described on the plan drawn in the margin hereof and is thereon coloured red. Except and reserving out of this demise all mines minerals stone and substrata within or under the said land together with all rights powers and authorities incident or belonging to the said excepted premises. To hold the said piece of land unto the Lessees (subject nevertheless to the provisions of the Acts 1st and 2nd Victoria Chapter 43 and 24th and 25th Victoria Chapter 40) from the fifth day of July One thousand nine hundred and twelve for the term of Twenty five years and three quarters of another year (determinable nevertheless as hereinafter mentioned) for the purpose of erecting thereon a building to be held as Office and used in connection with the Cannon Gale or Colliery of which the Lessees are the registered owners and for no other purpose whatsoever Paying therefor unto the Kings Majesty His Heirs and Successors for the first quarter of the said term to the tenth day of October One thousand nine hundred and twelve the rent or sum of Twelve shillings and thereafter during the said term the yearly rent of Two pounds eight shillings by equal half yearly payments on the fifth day of April and the tenth day of October in every year without any deduction or abatement whatsoever the first of such half yearly payments to be made on the fifth day of April

One thousand nine hundred and thirteen And the Lessees hereby covenant with the King's Majesty His Heirs and Successors in manner following that is to say:-

1. To pay unto the King's Majesty His Heirs and Successors the said yearly rent of two pounds eight shillings on the days hereinafore appointed for payment thereof without any deduction or abatement whatsoever
2. To pay the Land Tax and all other taxes sewers and other rates charges assessments and impositions whatsoever which now are or at any time during the said term may be taxed assessed or imposed upon the said demised premises or any part thereof
3. To forthwith well and sufficiently enclose and fence in the said land hereby demised with a fence of such character and design as shall have been previously approved of in writing by the Lessor (the term "Lessor" being hereinafter defined) to the satisfaction of the Lessor and during the continuance of this demise at their own costs to keep the same so well and sufficiently enclosed and fenced in as aforesaid
4. In the event of the removal of the existing belt of trees between the proposed new Office and the road to plant and maintain a belt of trees on the land next the road to the satisfaction of the Lessor
5. 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 of the said Gale or bolting 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
6. At all times during the said term to maintain and keep the said demised premises in good and proper repair order and condition and with all ^{necessary and} requisite drains sewers watercourses and amendments whatsoever and to make good all damage or injury which at any time or times during the continuance of this demise may happen or be occasioned to the lands trees property or possessions of His Majesty or of any adjoining Owners or Owners by reason of the use or occupation of the said demised premises for the purposes aforesaid and to permit the Lessor or the Deputy Surveyor or Deputy Gavelles for the time being of the said Forest with or by his or their Workmen Servants or Agents from time to time and at all times during the continuance of this demise to enter into and upon the said demised premises for the purpose of viewing and examining the state and condition thereof and at the end or other sooner determination of the said term to peaceably and quietly lease surrender and yield up unto the Lessor or his duly authorised Agent the said demised premises in good and proper repair order and condition
7. 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 piece of land hereby demised or any part of the same any house building or machinery whatsoever other than and except such as is hereby authorised nor use or occupy or permit or suffer the said demised premises or any part thereof to be used or occupied otherwise than for the purposes of and in connection

with the said Gale or Colliery and in strict conformity with the Acts 1st and 2nd Victoria Chapter 14's Section 25 and 24th and 25th Victoria Chapter 140 Section 6 and (so far as the same may be applicable thereto) the rules orders and regulations of the Dean Forest Mining Commissioners made for the working of Gales Pits Levels and Workes 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 not to do or suffer to be done any act or thing whatsoever which may be or become a nuisance annoyance or disturbance to the Lessor or to the owners or occupiers of any contiguous premises

- 8 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 Wills Letters of Administration and other instruments affecting the devolution of the premises or the term hereby granted to be lodged in the Office of the Commissioners of Woods in order that minutes or doquets thereof respectively may be entered and on demand pay the usual fees for such entry
- 9 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 Lannop Gale or Colliery shall be relinquished or given up or cease to be worked pursuant to the rules orders and regulations of the Dean Forest Mining Commissioners made for working Gales Pits Levels and Workes of Coal or Coal Mines within the said Forest and Hundred or the Grant of the said Gale or Work shall be otherwise determined
- 10 Provided also that if the said rent of two pounds eight shillings 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 presents had not been made and in case of any such reentry there shall be payable by the Lessees to His Majesty His Heirs and Successors in addition to any rent due a proportionate part of the accruing rent for the then current half year up to the day on which such reentry shall have been made

11 And it is hereby agreed and declared that the term "Lessee" herein means the Kings Majesty His Heirs Successors and Assigns or so long as the reversion of the demised premises is vested in the Crown the Commissioners or Commissioners or other the person or persons for the time being entitled by law to the management and direction thereof and that the term "Lessees" shall include their successors and assigns

12 And the said Walter Runciman doth hereby direct that this Deed shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Enrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Enrolments

In Witness whereof the said Walter Runciman 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.

(Sgd.) WALTER RUNCIMAN.

Signed Sealed and Delivered by the above named }

Walter Runciman in the presence of

(Ed) Arthur Sage

11, Whitehall Place

Revenue at Law

The Common Seal of the Wimberry Coal Company Limited and hereunto affixed on the presence of

(Ed) Montague T. Maclean

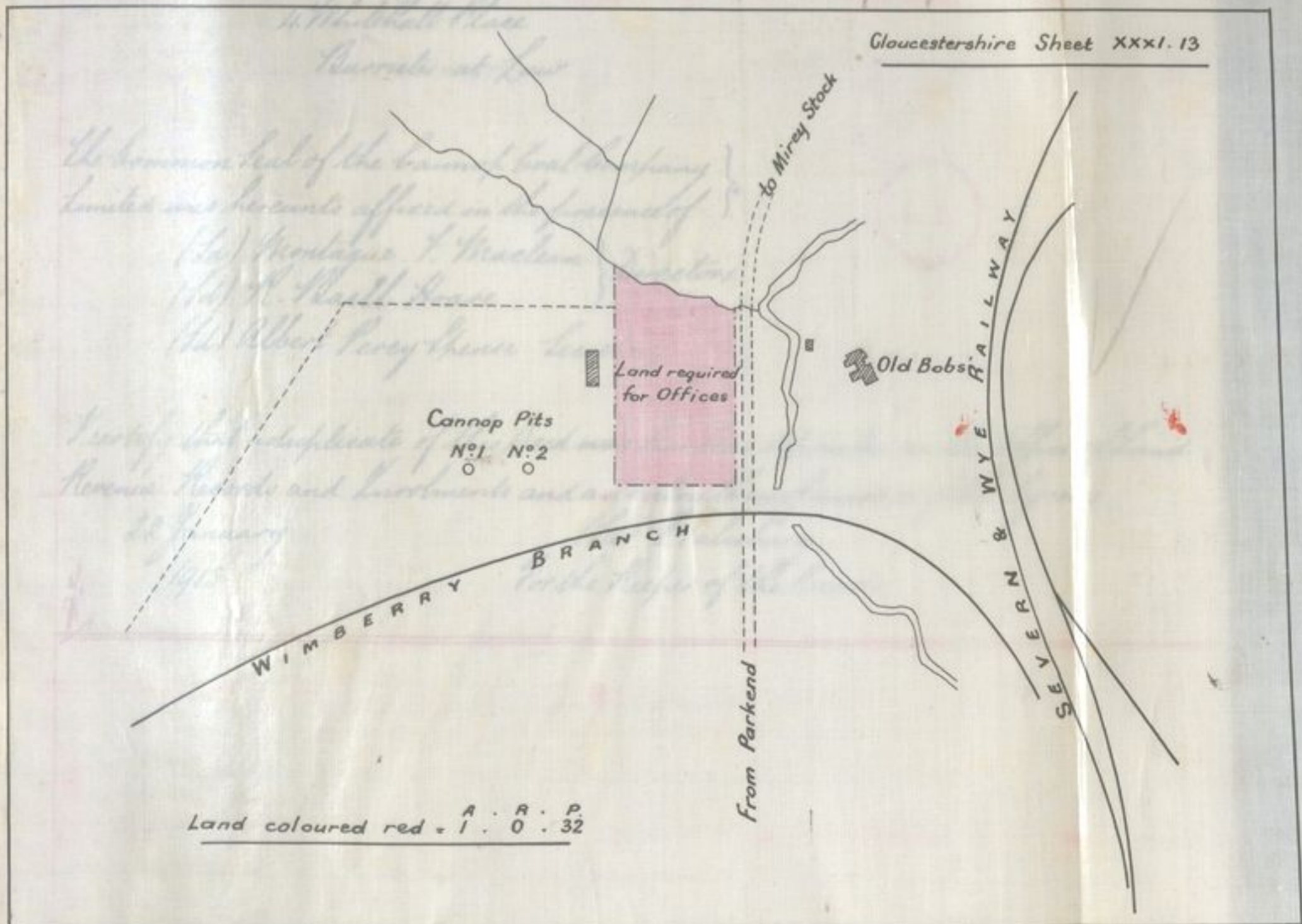
(Ed) H. North

(Ed) Albert Percy Sherrin

Testify that duplicate of this Deed has been deposited in the Office of Land Revenue Records and Enrolments and an entry made thereof on the 22 January 1915

22 January 1915

In witness whereof the said Walter Runciman 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.



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

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

In Witness whereof the said Walter Runciman 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.

(Sgd.) WALTER RUNCIMAN.

Signed Sealed and Delivered by the above named }
 Walter Runciman in the presence of }
 (Sd) Arthur Gage
 11 Whitehall Place
 Barrister-at-Law

L. 8.

The Common Seal of the Cannon Coal Company }
 Limited was hereunto affixed in the presence of }
 (Sd) Montague F. Maclean } Directors
 (Sd) R. Marshall Hoare }
 (Sd) Albert Percy Spence Secretary

L. 8.

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

22 January
 1913

(Sd) C. Salisbury
 For the Keeper of the Records.

4/16/1691

Sched 1912-13

Dated 19th December 1912

Dean ForestThe Rt. Hon. Walter
Runciman M.P. a
Commissioner of H.M.
Woods &c

- to -

The Cannop Coal
Company LimitedLeaseof a piece of land con-
taining 0a 2r 33p of
thereabouts with six
cottages thereon at
Wimberry Bottom

Commencing 10th October 1912

Term 31

Expires 10th October 1943

Rent: £ 61. 7. 0 p. a.

This Indenture made the nineteenth day of December One thousand nine hundred and twelve Between The King's Most Excellent Majesty of the first part The Right Honourable Walter Runciman M.P. the Commissioner of Woods in charge of the premises hereby demised and Lessee of the Royal Forest of Dean of the second part and The Cannop Coal Company Limited whose Registered Office is situate at 10 Royal Arcade Newcastle-upon-Tyne in the County of Northumberland (hereinafter called "the Lessees") of the third part Witnesseth that in consideration of the rent and covenants hereinafter reserved and contained The said Walter Runciman as such Commissioner as aforesaid by virtue of every power enabling him so to do Doth by these presents demise and lease unto the Lessees All that piece or parcel of land containing two roods and thirty three perches or thereabouts (hereinafter called "the said land") situate at Wimberry Bottom in the Forest of Dean in the County of Gloucester and being on the east side of the new Road lately constructed through the said Forest Together with the six cottages and buildings erected thereon which said premises are delineated and coloured red and the dimensions thereof are shewn on the plan drawn in the margin hereof Together with the appurtenances Except and Reserving unto His Majesty His Heirs and Successors all timber and other trees and all mines minerals and substrata in and under or upon the demised premises To hold the said premises unto the Lessees from the tenth day of October One thousand nine hundred and twelve for the term of Thirty one years Paying therefor unto the King's Majesty His Heirs and Successors during the said term the clear yearly rent of Sixty one pounds seven shillings by equal half yearly payments on the fifth day of April and the tenth day of October in every year up to and including the fifth day of April One thousand nine hundred and forty three the first half yearly payment thereof to be made on the fifth day of April One thousand nine hundred and thirteen and the payment of the rent for the last half of a year of the said term to be made in advance on the said fifth day of April One thousand nine hundred and forty three And also paying on demand unto His Majesty His Heirs and Successors in addition to the rent hereinbefore reserved all such sums of money as may in pursuance of the powers hereinafter contained be paid by the Lessee (the term "Lessee" being hereinafter defined) for insuring any building

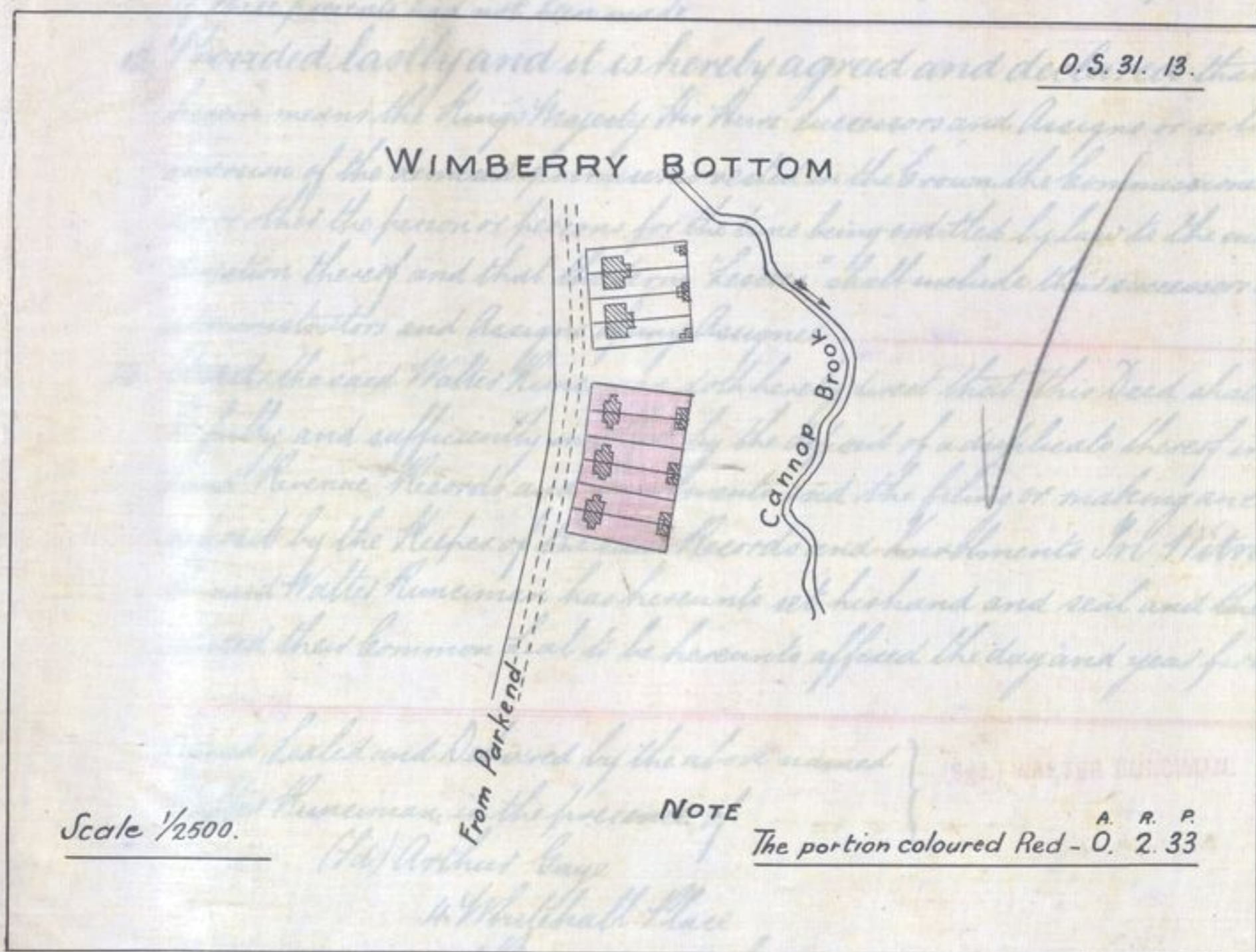
or buildings for the time being on the said land the said respective rents and sums to be paid into the hands of His Majesty's Receiver for the Forest of Dean for the time being free from all deductions whatsoever except in respect of Landlord's Property Tax and Tithe Rent Charge And the Lessees hereby covenant with the King's Majesty His Heirs and Successors in manner following that is to say:-

1. To pay unto His Majesty His Heirs and Successors the said rents and sums hereby reserved on the days and in manner aforesaid
2. To pay the Land Tax (if any) and all other taxes rates assessments and outgoings whatsoever (except Landlord's Property Tax and Tithe Rent Charge) now or at any time hereafter during the said term payable in respect of the demised premises
3. During the said term as often as occasion shall require to well and substantially repair uphold cleanse and keep in repair all buildings for the time being on the said land and all party and other walls posts pales rails hedges ditches and fences and all other appurtenances belonging thereto and at the end or sooner determination of the said term to surrender and yield up to the Lessor the said premises and all additions and improvements made thereto in the meantime and all things at any time fixed or fastened to the demised premises so as to form part of the freehold thereof in good and substantial repair
4. At all times during the said term to keep all the buildings for the time being on the said land insured in some or one of the Public Fire Insurance Offices in London approved of by the Lessor in the joint names of the King's Majesty His Heirs and Successors and of the Lessees in a sum of one thousand three hundred and fifty pounds. And whenever required so to do to produce at the Office of the Lessor or to His Majesty's said Receiver the policy or policies of such insurance and ^{the} receipt or receipts for the premium or premiums in respect thereof for the current year. And if such insurance shall not be effected or kept on foot or if the said policy or policies and receipt or receipts shall not be produced as aforesaid then the Lessor may insure the said buildings or any of them in the amount hereinbefore mentioned or in any less amount in such name or names as he may deem proper and may recover all moneys paid for such purpose as rent under the reservation hereinbefore contained. And that all moneys payable under any insurance shall immediately after the receipt thereof be applied in rebuilding and reinstating the building or buildings in respect of which the same shall be paid in a good and substantial manner according to the present plans elevations sections and specifications And that in case the moneys so received shall not be sufficient for that purpose the Lessees will make good the amount of every such deficiency.
5. To paint three times over with good and proper oil colours in a workmanlike manner and to the satisfaction of the Lessor or his Architect or Surveyor all the outside parts usually painted of all buildings for the time being on the said land in every fifth and in the last year of the said term and the inside parts usually painted of such buildings in every eighth and in the last year of the said term.

6. To permit the Lessor and his Agents and Servants at all reasonable times to enter into the said premises and take a plan and examine the condition thereof and also at any time or times during the last seven years of the said term in like manner to enter into the said premises and take a Schedule of the fixtures therein and in case any want of repair or painting of the said premises or any removal of fixtures shall be then found the Lessees will upon notice thereof in writing being given to or left on the demised premises for them substantially and properly repair paint and restore the same accordingly within three calendar months next after any such notice shall have been given or left as aforesaid And in case the Lessees shall make default in so doing it shall be lawful for the Workmen or others to be employed by the Lessor to enter into the said premises and to perform and complete the said repairs and painting and the Lessees will on demand pay to His Majesty His Heirs and Successors all expenses incurred thereby and in case of nonpayment thereof or any part thereof the same or such part thereof as shall not be paid may be recovered as liquidated damages
7. NOT at any time during the said term by themselves or their assigns or undertenants to exercise or carry on or suffer to be exercised and carried on in or upon the said premises any trade manufactory or business of any description nor use or permit to be used the said premises for any illegal or immoral purpose nor do or permit to be done in or upon the said premises any waste spoil or destruction or any act or thing whatsoever which shall become a nuisance annoyance or disturbance to the owner or occupier of any neighbouring premises but to use and keep the said premises as private dwellinghouses only
8. NOT to cut lop top injure or damage any of the trees upon the said land nor raise any substratum from the said land and generally not to do or permit to be done by themselves or their assigns or undertenants in or upon the said premises any waste spoil or destruction or any act or thing whatsoever which shall be or become a nuisance annoyance or disturbance to the Lessor or to the owner or owners or occupiers of any neighbouring premises
9. NOT to erect during the said term any additional building upon the said land other than such as shall have been previously approved of in writing by the Lessor or his Architect or Surveyor nor to cut or injure any of the principal timbers or walls nor make any alteration whatsoever in the plan or elevation of any of the buildings for the time being on the said land nor make any alteration to the boundary or other walls fences or railings on the demised premises nor make or set up any addition either in height or projection to or any erection on any part of the premises nor use the premises or any part thereof for advertising purposes without in every case obtaining the previous consent in

writing of the Lessor

- 10 At their own cost to cause all assignments which shall be made of these presents or of the premises hereby demised or any part thereof and all Probates of Wills Letters of Administration Orders of Court and other Instruments affecting the devolution of this Lease or the term hereby granted to be lodged within six months from the respective dates thereof in the Office of the Commissioners of Woods in order that minutes or dockets thereof respectively may be entered and on demand to pay the usual fees thereof
- 11 Provided always and these presents are upon this condition that if the rent hereby reserved shall be in arrear for twenty days or if the Lessees shall not perform and keep the several covenants herein contained the Lessor may enter into and upon and retain possession of the premises hereby demised as fully and effectually in all respects as if the premises had not been let



Limited was hereunto affixed in the presence of

(sd) Montague F. Maclean	}	Directors
(sd) A. Cecil Hoare		
(sd) Albert Percy Spence Secretary		

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

22 January 1913

(sd) S. Lathbury
For the Keeper of the Records.

L. S.

writing of the Lessor

- 10 At their own cost to cause all assignments which shall be made of these presents or of the premises hereby demised or any part thereof and all Probates of Wills Letters of Administration Orders of Court and other Instruments affecting the devolution of this Lease or the term hereby granted to be lodged within six months from the respective dates thereof in the Office of the Commissioners of Woods in order that minutes or dockets thereof respectively may be entered and on demand to pay the usual fees thereof
- 11 Provided always and these presents are upon this condition that if the rent hereby reserved shall be in arrear for twenty days or if the Lessees shall not perform and keep the several covenants herein contained the Lessor may enter into and upon and retain possession of the premises hereby demised as fully and effectually in all respects as if these presents had not been made
- 12 Provided lastly and it is hereby agreed and declared that the term "Lessor" herein means the King's Majesty His Heirs Successors and Assigns or so long as the reversion of the demised premises is vested in the Crown the Commissioners or Commissioners or other the person or persons for the time being entitled by law to the management and direction thereof and that the term "Lessees" shall include their successors and the executors administrators and Assigns of any Assignee
- 13 And the said Walter Runciman doth hereby direct that this Deed shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Enrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Enrolments. In Witness whereof the said Walter Runciman 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
Walter Runciman in the presence of

(Sgd.) WALTER RUNCIMAN.

(Sd) Arthur Gage

4 Whitehall Place

Barister-at-Law

The Common Seal of the Cannon Coal Company
Limited was hereunto affixed in the presence of

(Sd) Montague F. Maclean

(Sd) R. Basil Hoare

(Sd) Albert Percy Spence Secretary

Directors

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

22 January 1913

(Sd) G. Salisbury

For the Keeper of the Records.