



gate in the ...  
 0.1.14 or thereabouts and shown by  
 pink colour on the tracing annexed  
 hereto

\_\_\_\_\_ lately in the  
 occupation of Arthur Wright  
 together with the fixtures therein TO HOLD the same hereditaments  
 to the said tenant \_\_\_\_\_

Dated 15<sup>th</sup>  
 Nov. 1893

Dean Forest

Edw. J.  
 Howard Esq.  
 a Commr. of  
 Her Majesty's  
 Woods P.

— 10 —

Messrs. Davison  
 & Sant.

Lease of  
 a Stone Quarry  
 in Worcester Mass  
 N. 522.

Commencing  
 29<sup>th</sup> Sept. 1893  
 Term of  
 years 2  
 Expires 29<sup>th</sup>  
 September 1911

Rent £5.  
 Royalty 4<sup>d</sup>  
 per ton or per  
 14 cubic feet  
 all Wrought iron  
 and 1<sup>d</sup> per ton  
 on waste

Determinable  
 as within men

B

Articles of Agreement made the

*Eighteenth* day of *December* — One thousand  
eight hundred and *unity three* Between THE QUEEN'S  
*Edward Stafford*  
MOST EXCELLENT MAJESTY of the first part ~~GEORGE~~  
*Howard*  
~~CULLY~~ Esquire a Commissioner of Her Majesty's Woods Forests  
and Land Revenues of the second part and *Henry*  
*Phillips of Parkend - Crown Labourer*  
*at The Deputy Surveyors Residence Whitwood.*  
(hereinafter called "the said Tenant") of the third part

*Edward Stafford Howard*  
THE said ~~George Cully~~ as such Commissioner as aforesaid  
on behalf of Her Majesty hereby agrees to let to the said tenant who  
hereby agrees with Her Majesty to take and rent as tenant to Her  
Majesty ALL THAT *cottage, outbuildings*  
*and garden situate near Parkend*  
*Gate in the Forest of Dean containing*  
*0. 1. 14<sup>p</sup> or thereabouts and shown by*  
*pink colour on the tracing annexed*  
*hereto* \_\_\_\_\_

\_\_\_\_\_ lately in the  
occupation of *Arthur Wright* \_\_\_\_\_  
together with the fixtures therein TO HOLD the same hereditaments  
to the said tenant \_\_\_\_\_

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from the Second day of November 1893  
 as tenant from year to year (the tenancy being however determinable  
 as after mentioned) at the yearly rent of Four pounds  
 to be paid to the Deputy Surveyor of Beau Forest  
 free from all taxes rates and deductions whatsoever (except Landlord's  
 property tax) by equal Quarterly payments on the Second  
 day of February the Second day of  
May the Second day of August  
 and the Second day of November in every year  
 the first Quarterly payment to be due on the Second  
 day of February 1894 AND the said tenant  
 hereby agrees that he will pay to the Queen's Majesty the said yearly  
 rent of Four pounds 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 preceeding 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 Queen's Majesty her heirs or successors or to the said~~  
Edward Howard  
~~Commissioner~~ or other the Commissioner or Commissioners for the time  
 being of Her 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 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 Commis-  
 sioner or Commissioners or the said tenant to determine this tenancy  
 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  
 three calendar months previous notice in writing of his or their in-  
 tention so to do and if such notice shall proceed from the said Com-  
 missioner 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 Her Majesty's Woods Forests and Land  
 Revenues 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.

f. 675

Signed by the above-named Edward  
~~Howard~~ in the  
 presence of

Edward Howard

Signed by the above-named  
Henry Phillips  
 in the presence of

Charles Locke  
Coram Lockman  
Indemnity

Gardiner  
Office of Woods &  
Whitehall Place  
 Name of witness  
 Occupation  
 Address

Henry Phillips  
Henry Phillips

Dated 12 Nov: 1893

Deau Forest

Edw. Howard  
a. g. m. v.  
Her Majes.  
Woods P.

Mrs. P. G.  
H. S. G.

Lease  
a. g. m. v.  
in W. Forest  
N. 522

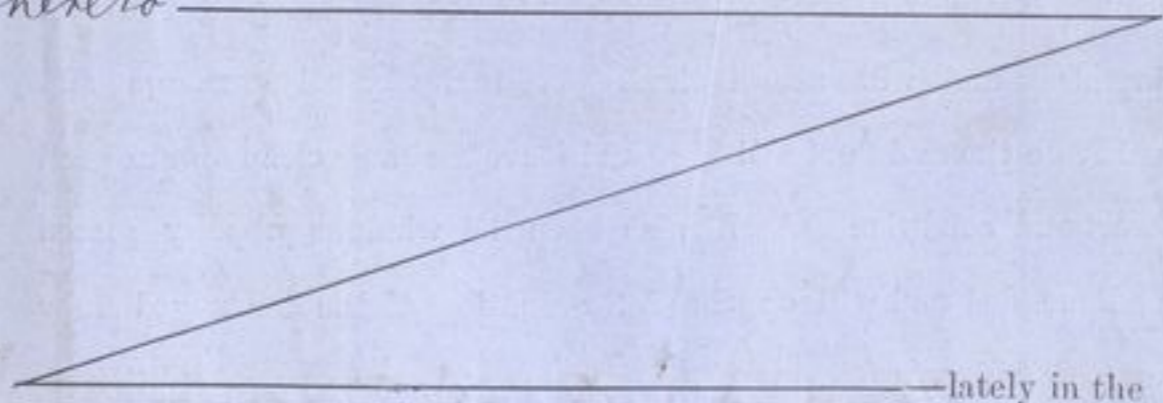
Commencement  
29. Sept. 1893  
Term of  
years  
Expires 29.  
September 1894

Rent £  
Royalty 4  
per ton or  
14 cubic feet  
all W. Forest  
and 1/2 per ton  
on waste

Determination  
as within m.



Gate in the Forest of Dean containing  
 0.1.14<sup>a</sup> or thereabouts and shown by  
 pink colour on the tracing annexed  
 hereto \_\_\_\_\_



\_\_\_\_\_ lately in the  
 occupation of Arthur Wright  
 together with the fixtures therein TO HOLD the same hereditaments  
 to the said tenant \_\_\_\_\_

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Dated 15<sup>th</sup> Nov: 1893. **This Indenture** made the fifteenth day of November One thousand eight hundred and ninety three Between The Queen's Most Excellent Majesty of the first part & Dean Forest Edward Stafford Howard Esquire the Commissioner of Her Majesty's Woods in charge of the hereditaments hereinafter described of the second part and David and Sant, Limited, of Parkend Stone Works near Coleford in the County of Gloucester Quarry Owners of the Forest of Dean hereinafter called the Lessees of the third part **Witnesseth** that in consideration of the rent and royalties hereinafter <sup>reserved by the covenants hereinafter</sup> contained The said Edward Stafford Howard as such Commissioner as aforesaid on behalf of Her Majesty and in exercise of all powers in him vested or in anywise enabling him so to do Doth demise and lease unto the Lessees their heirs executors admors and assigns **All that** Stone Quarry situate near Bixslade Lower Level in Worcester Walk in the Forest of Dean and County of Gloucester of the length of Seventy yards Numbered 522 in the Deputy Surveyor's Quarry Lease Book N<sup>o</sup> 4 The Boundary Stone a Stone Quarry at the South West angle of which said Quarry is at the distance of fifty five yards from Bixslade Lower Level the boundary stone N<sup>o</sup> 522 at the South East angle whereof is at the distance of Seventy three yards from the said level bounded on the South by Quarry N<sup>o</sup> 138 on the West by a Tramway leading from Bixslade to Parkend and on all other sides by open Forest and which Quarry hereby demised is more particularly delineated and described in the plan drawn in the margin hereof and thereon showing by red edging **To hold** the said Quarry unto the Lessees their executors administrators and assigns for the term of **Twenty ONE** years from the twenty ninth day of September And per ton or per thousand eight hundred and ninety three determinable as hereinafter mentioned **Yielding and Paying** therefore yearly and all Wroughtstone every year during the said term unto Her Majesty her heirs and successors the net rent or sum of **Five pounds** by equal half yearly on the twenty fifth day of March and the twenty ninth day of September in every year the first payment thereof to become due on the twenty fifth day of March One thousand eight hundred and ninety four **And also paying** to Her Majesty her heirs and successors the Royalties following that is to say A royalty of four pence per ton of 2240 lbs avoirdupois on all wrought and block stone gotten from the said land and sold <sup>used</sup> or otherwise disposed of or if such wrought and block stone shall

Commencing 29<sup>th</sup> Sept: 1893  
 Term of years 21  
 Expires 29<sup>th</sup> September 1914  
 Rent £5.  
 Royalty 4<sup>d</sup>  
 per ton or per thousand  
 14 cubic feet or  
 all Wroughtstone  
 and 1<sup>d</sup> per ton  
 on waste  
 Determinable  
 as within ment<sup>d</sup>

be sold used or disposed of by measurement then a royalty of four pence for every fourteen cubic feet of such stone And also a Royalty of One penny for every like ton of Waste or Inferior Stone including any stone gotten from the top soil of the said Quarry such Royalties to be paid by half yearly payments on the several days aforesaid for and in respect of the Stone sold <sup>used</sup> or disposed of during the preceding half year all which said rent and royalties hereinbefore reserved shall be paid into the hands of the Crown Receiver for the said Forest of Dean Provided that no Royalty shall be payable upon so much stone sold used or disposed of in any one year as would be sufficient in value according to the reservation hereinbefore contained to yield a sum equal to the rent payable hereunder for such year And the Lessee jointly and separately covenant with Her Majesty Her Heirs and successors in manner following, that is to say,

1. At all times during the said term hereby granted to pay unto Her Majesty her heirs and successors the said yearly Rent and Royalties hereby respectively reserved at the times and in the manner hereinbefore mentioned for payment thereof without any deduction or abatement whatsoever.
2. To bear pay and discharge all and all manner of present and future taxes rates charges assessments impositions and outgoings of what nature or kind soever in respect of the said premises
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 made pursuant to the Act of Parliament 1<sup>st</sup> and 2<sup>nd</sup> 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 or cabins for sharpening or depositing the quarrying implements therein which Cabin or Cabins shall not on any pretence or for any cause or reason be used or occupied as a dwellinghouse or dwellinghouses or for any purpose other than 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 Her Majesty's Deputy Surveyor for the time being of the said Forest 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 all such boundary stones at each angle of the site of the said Quarry hereby demised 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 such Deputy Surveyor for the better defining and identifying the said Quarry and for preventing cattle or other animals from trespassing on the hereby demised premises or injuring themselves and at all times during the said term to keep in good and substantial repair such boundary stones gates posts pales and other defences and not during the said term except where it shall be necessary for working the said Quarry to fell stub-cut top or willfully destroy spoil or damage any timber or other tree pollard sapling or young store growing on or near the said premises or any part thereof.
- 6 To work manage and carry on the said Quarry in a fair workmanlike and proper manner to the satisfaction of such Deputy Surveyor as aforesaid and according to the best method of working Quarries of the like nature in the said Forest.
- 7 To keep legible books of account with correct entries of the quantities of the Stone gotten and of the persons to or by whom and the times and prices (if any) at and for which the same shall be sold used or disposed of specifying and distinguishing in such accounts the block or wrought stone from the waste or inferior stone with the respective Royalties per ton and at all times when required to produce such books of Account to Her Majesty's Agent for the time being and permit him to take extracts therefrom or copies thereof the Lessee giving any explanation that may be required in relation thereto.
- 8 To deliver to the Lessor or to Her Majesty's said Receiver or Agent within ten days next after the twenty fifth day of March and the twenty ninth day of September in each year and at such other times during the said term as the Lessor shall in writing require the same and also within ten days after the expiration or sooner determination of the said term a correct and legible account in writing specifying and distinguishing

necessary for working and carrying on the said Quarry.

5 To fence round in a proper and substantial manner to the satisfaction of Her Majesty's Deputy Surveyor for the time being

of the said tract all and singular the pits and shall be made or worked under or by virtue of to erect and set up all such boundary stones at such

part of the said Quarry levelly denuded and also posts poles and other defences around or about the shall be necessary or as shall be required by such for the better defining and identifying the said

for preventing the said quarry from being worked during the said term or at any time or part thereof or any part thereof

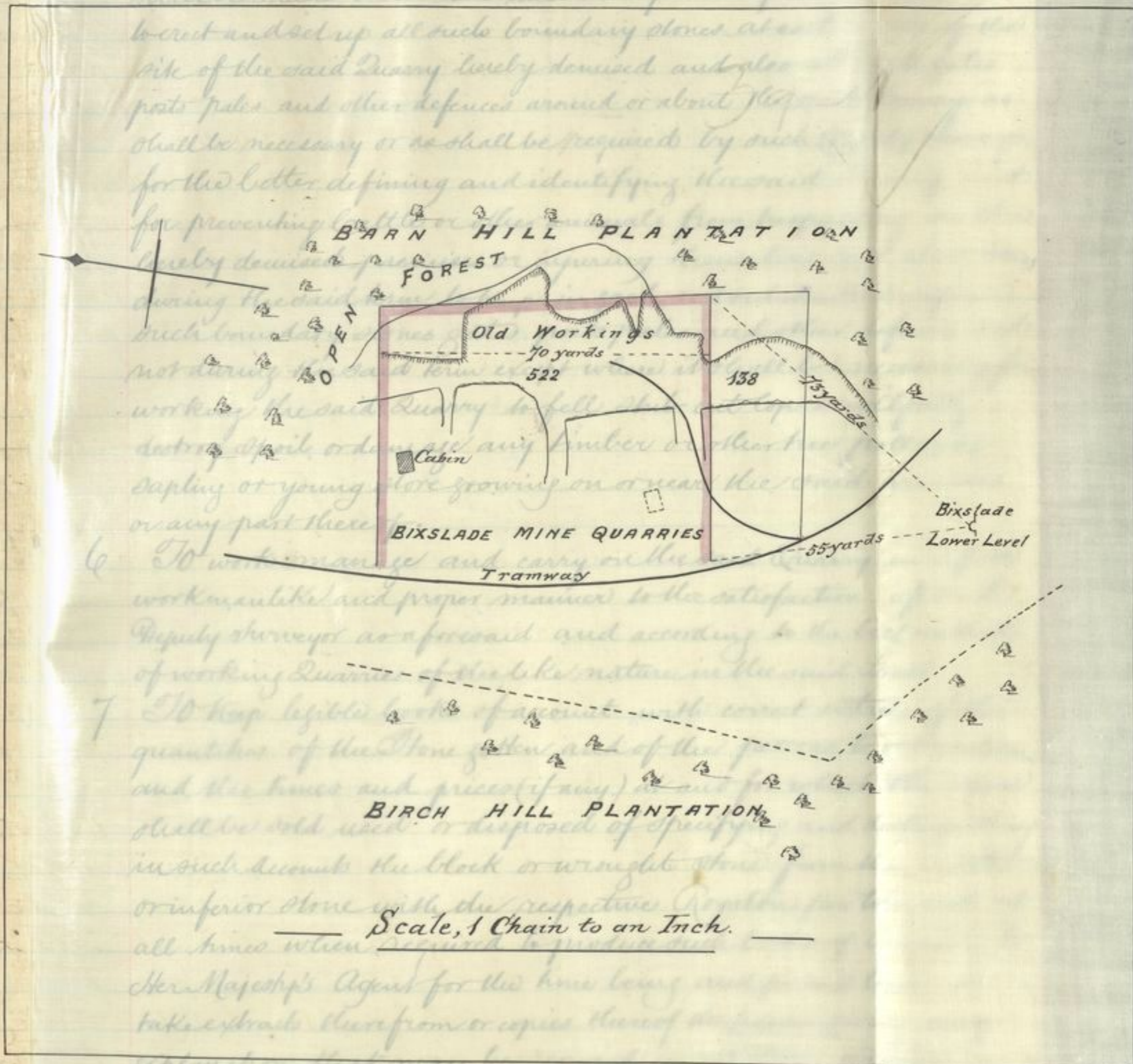
6 To work manage and carry on the said quarry in a workmanlike and proper manner to the satisfaction of Deputy Surveyor as aforesaid and according to the

of working Quarries of that like nature in the said and the times and prices (if any) and shall be sold used or disposed of specifically

in such accounts the block or wrought stone or inferior stone with due respect to the quality all times when required to produce the

Her Majesty's Agent for the time being and to take extracts therefrom or copies thereof and explanation that may be required

8 To deliver to the Lessor or his assigns a year or more before the first day of March and the twenty ninth day of September in each year and at such other times during the said term as the Lessor shall in writing require the same and also within ten days after the expiration or sooner determination of the said term a correct and legible account in writing specifying and distinguishing





as aforesaid) of the quantity of the stone which during the preceding half year and such other time as shall be required by such notice as aforesaid shall have been gotten and also of the quantity which shall during the like period have been cleansed dressed or otherwise made marketable and also of the quantity which during the like period shall have been sold used or otherwise disposed of clearly expressing therein if the Lessor shall so require the names of the persons to or by whom and the times and prices (if any) at or for which the same respectively shall have been sold used or disposed of every such account being if required first verified in writing under the hand of the Lessees or their Chief or only Agent for the time being and within the same periods and at such other times as aforesaid to deliver if required to the Lessor or to Her Majesty's Receiver or Agent a correct plan and measurement signed by the Lessees or their Chief or only Agent of the lands under or 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 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.

- 9 That the Lessor and his Agent may at all reasonable times with or without workmen or assistants enter into and inspect the said Quarry works and premises and the state and condition thereof and that the Lessees will render every reasonable assistance to the Lessor his Agents and Workmen or Assistants in the examination aforesaid when required and will before beginning to remove any top soil give to the Deputy Surveyor for the said Forest seven days previous notice in writing of the Lessees' intention so to do.
- 10 To pay the Lessor on demand the value of all wood timber or other trees taken by the Lessees or damaged by or in consequence of the said works such value to be determined by the Deputy Surveyor of the said Forest of Dean for the time being whose decision shall be conclusive and binding upon the Lessees and also to make reasonable and fair compensation to every person lawfully entitled thereto on account of any injury or damage sustained by them by reason or in consequence

of the said works or of the exercise of the powers hereby granted and indemnify the Queen's Majesty her heirs and successors from all actions claims and demands on account of any such injury or damage.

11. At the end or sooner determination of the said term hereby granted to yield and deliver up to the Lessor the quiet and peaceable possession of the same premises hereby demised in good order and condition to the satisfaction of such Deputy Surveyor as aforesaid in all respects Provided always that if the rent or royalties hereinbefore reserved or any part thereof shall be behind or unpaid for twenty days next after any of the said days of payment Or if breach shall be made in any of the covenants conditions or agreements in these presents contained or in any of the said rules and regulations annexed to the Award of the said Dean Forest Mining Commissioners hereinbefore mentioned which on the part of the Lessees are or ought to be observed or performed Or if a Receiver in Bankruptcy of their or either of their Estates shall be appointed or a Receiving Order made against them or either of them or they or either of them shall be arrested for debt and confined in prison for fourteen days 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 Provided always And it is hereby agreed that in the event of the said Quarry being worked out it shall be lawful for the Lessees to determine the term hereby granted on giving notice in writing of such purpose and intent to the Lessor at least six calendar months before the expiration of some year of the said term and such notice may be left at the Office of the Com<sup>r</sup> of Woods in London And it is hereby agreed that the term "Lessor" herein means the person or persons for the time being by law entitled to the management and direction of the reversion of the demised premises And that all rights and obligations of the Lessees under these presents shall devolve with the leasehold interest hereby created and be accordingly enjoyed observed and performed by the person or persons in whom such interest shall for the time being be vested And the said Edward Stafford Steward doth hereby direct that this deed shall be deemed to be fully and sufficiently enrolled by the deposit

of a duplicate thereof in the Office of Land Revenue Records and Involvements and the filing or making an entry of such deposit by the Keeper of the said Records and Involvements  
In witness whereof the said Edward Stafford Howard has hereunto set his hand and seal and the deesces have caused their Common Seal to be hereunto affixed the day and year first above written.

E Stafford (S) Howard



Signed sealed and delivered by the within named Edward Stafford Howard in the presence of  
J. M. Duncan  
Office of Woods, &  
Whitehall Place

The Common Seal of David T Sant, Limited, was hereunto affixed in the presence of  
A E Andrews  
Secretary to the Company

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  
H G Hewlett  
Keeper of the Records  
21<sup>st</sup> Nov. 1893.

MS

Dated 15<sup>th</sup> Nov. 1893.

Dean Forest

Edw<sup>d</sup> Stafford Howard Esq<sup>r</sup> a Commissioner of Her Majesty's Woods &c

— to —

David T Sant, Lim<sup>d</sup>

Lease of a piece of waste land at or near ~~Collyer~~ in the Forest of Dean to be held in connection with Quarry N<sup>o</sup> 620

Commencing 29<sup>th</sup> Sept. 1893  
Term 16  
Expires 29<sup>th</sup> Sept. 1909

Rent £1.5.0 per Annum

**Deeds** made the fifteenth day of  
 Dated 15<sup>th</sup> Nov: 1893. November One thousand eight hundred and ninety three Between  
 The Queen's Most Excellent Majesty of the first part  
 Edward Stafford Howard Esquire the Commissioner of  
 Her Majesty's Woods, Forests and Land Revenues in charge of the  
 premises hereby demised of the second part and David and  
 Howard Esq. **SANT, Limited**, Forest of Dean Stone Quarry Proprietors, &  
 a firm of Parkend Stone Works near Coleford, Gloucestershire hereinafter  
 called "the Lessees" of the third part **Witnesseth** that in  
 consideration of the rent and covenants hereinafter reserved  
 and contained All said Edward Stafford Howard as such  
 Commissioner as aforesaid by virtue of every power enabling  
 him so to do Doth by these presents demise and lease unto  
 David & Sant, Lim<sup>d</sup> the Lessee All that piece or parcel of land containing One  
 rood or thereabouts situate near Parkend in the Forest of  
 Dean in the County of Gloucester 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 be held in **To hold** the said piece of land unto the Lessees subject  
 nevertheless to the provisions of the Acts 1 and 2 Victoria  
 Quarry N<sup>o</sup> 620 C 43 and 24 and 25 Victoria C 40 from the twenty ninth  
 day of September One thousand eight hundred and ninety three  
 for the term of **Sixteen years** (determinable nevertheless  
 as hereinafter mentioned) for the purpose of erecting thereon  
 Offices and a Foreman's Cottage to be held and used in  
 connection with the Stone Quarry N<sup>o</sup> 620 in the Deputy  
 Surveyor's Quarry Lease Book of the said Forest of which the  
 Lessees are the registered Owners and for no other purpose  
 whatsoever **Paying** therefor during the said term unto  
 the Queen's Majesty her heirs and successors the yearly rent of  
 One pound five shillings on the twenty ninth day of  
 September in every year without any deduction or abatement  
 whatsoever the first payment of such rent to be made on  
 the twenty ninth day of September One thousand eight hundred  
 and ninety four **And** the Lessees jointly and severally hereby  
 covenant with the Queen's Majesty her heirs and successors in

Dear Forest  
 Edw<sup>d</sup> Stafford  
 Howard Esq  
 a firm of  
 Her Majesty's  
 Woods &  
 — to —  
 David &  
 Sant, Lim<sup>d</sup>  
 Lease of  
 a piece of  
 waste land  
 at or near  
 Coleford in the  
 Forest of Dean  
 to be held in  
 connection with  
 Quarry N<sup>o</sup> 620  
 Commencing  
 29<sup>th</sup> Sept: 1893  
 Term 16  
 Expires  
 29<sup>th</sup> Sept: 1909  
 Rent  
 £1. 5. 0  
 per annum

manner following, that is to say,

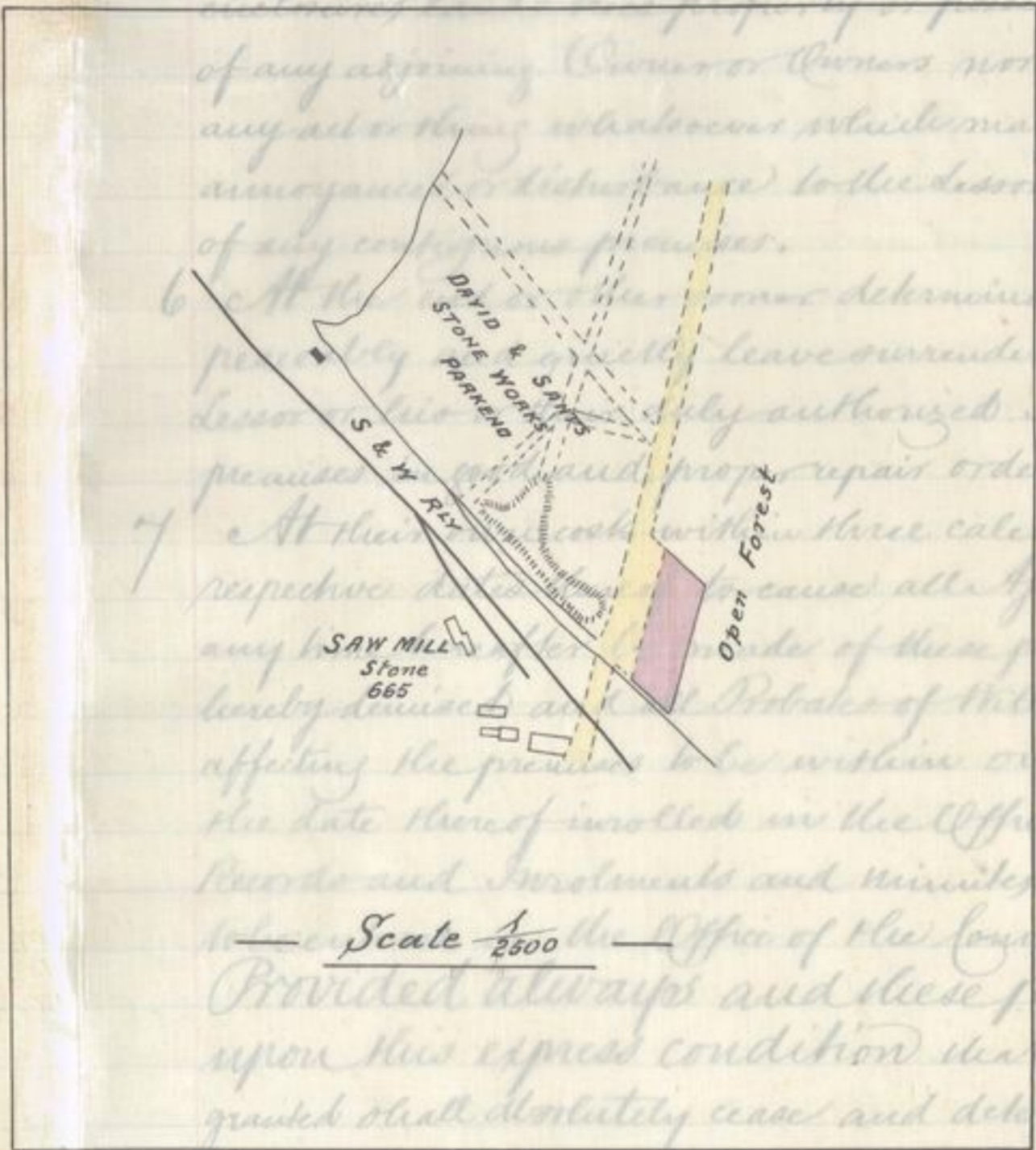
1. To pay unto The Queen's Majesty her heirs and successors the said yearly rent of One pound five shillings on the days hereinafore appointed for payment thereof without any deduction or abatement whatsoever.
2. To pay the Said Tax and all other taxes sewer and other rates charges assessments and impositions whatsoever which now are or at any time during the said term may be taxed assessed or imposed upon the said demised premises or any part thereof.
3. To forthwith well and sufficiently enclose and fence in the said land hereby demised 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. At all times to maintain and keep the said demised premises in good and proper repair order and condition and with all necessary and requisite 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 Her Majesty or of any adjoining Owner or Owners by reason of the use or occupation of the said demised premises for the purposes aforesaid. Provided that it shall be lawful for the Lessor or the Deputy Surveyor or Deputy Gavellee 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.
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 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 authorized 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 Quarry and in strict conformity with the Acts 1<sup>st</sup> and 2<sup>nd</sup> Victoria Ch. 3, Sec: 25 and 24 and 25 Victoria (40 Sec: 6 and (so far as the same may be) applicable thereto) the rules orders and regulations of the Deau Forest Commissioners made for the working of Gales Pits Levels and works of Stone or Quarries in the said Forest of Deau and Hundred of St. Briavel's 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 lauds trees property or possessions of Her 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 Lessee or Occupier of any contiguous premises.

- 6 At the end or other sooner determination of the said term to peaceably and quietly leave surrender and yield up unto the Lessor or his or their duly authorized Agent the said demised premises in good and proper repair order and condition.
- 7 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 Probates of Wills and Letters of Administration affecting the premises to be within six calendar months from the date thereof enrolled in the Office of Land Revenue Records and Inrolments and minutes or doquets thereof respectively to be entered in the Office of the Commissioners of Woods.

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 Quarry shall be relinquished or given up or cease to be worked pursuant to the rules orders and regulations of the Deau Forest Mining Commissioners made for working Gales Pits Levels and Works of Stone or Quarries within the said Forest and Hundred or the grant of the said Quarry shall be otherwise determined. Provided also and these presents are upon this express condition that if the said rent of One pound five 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 Lessee do not in all things observe perform and keep all and singular the covenants provisions conditions and restrictions herein contained and on their

The said Quarry and in strict conformity with the Acts 1<sup>st</sup> and 2<sup>nd</sup> Victoria CH3, Sec: 25 and 24 and 25 Victoria (40 Sec: 6 and (so far as the same may be) applicable thereto) the rules orders and regulations of the Dean Forest Commissioners made for the working of Gales Pits Levels and works of Stone or Quarries 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



of any adjoining Owners 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 Lessee or to the Owners or Occupiers of any adjoining premises. At the expiration of the said term to be determined by the Lessee or by authority of the said demised premises and proper repairs order and conditions.

At the expiration of the said term to be determined by the Lessee or by authority of the said demised premises and proper repairs order and conditions. At the expiration of the said term to be determined by the Lessee or by authority of the said demised premises and proper repairs order and conditions.

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 Quarry shall be relinquished or given up or cease to be worked pursuant to the rules orders and regulations of the Dean Forest

Mining Commissioners made for working Gales Pits Levels and Works of Stone or Quarries within the said Forest and Hundred or the grant of the said Quarry shall be otherwise determined. Provided also and these presents are upon this express condition that if the said rent of One pound five 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 Lessee 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 re-enter 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 re-entry there shall be payable by the Lessees to Her Majesty her 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 re-entry shall have been made. It is hereby agreed and declared that the term Lessor herein means Her Queen's Majesty her heirs, successors and assigns or so long as the reversion of the demised premises is vested in the Crown the Commissioner or Commissioners Gavelled or Deputy Gavelled or other the person or persons for the time being entitled by law to the management and direction thereof and that all rights and obligations of the Lessees under these presents shall devolve with the leasehold interest hereby created and be accordingly enjoyed observed and performed by the person or persons in whom such interest shall for the time being be vested AND the said Edward Stafford Howard doth hereby direct that this deed shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Inrolments and the filing or making of an entry of such deposit by the Keeper of the said Records and Inrolments In witness whereof the 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.

E Stafford (S.) Howard

Common Seal of David T Sant Limited 1892

Signed sealed and delivered by the within named Edward Stafford Howard in the presence of J M Duncanson, Office of Woods &c, Whitehall Place.

The Common Seal of David T Sant Limited, was hereunto affixed in the presence of A. E. Andrews, Secretary to the Company.

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  
21st November 1893  
H G Howlett  
Keeper of the Records

Dated 6<sup>th</sup> Dec<sup>r</sup>. 1893

Forest of Dean

Edward Stafford Howard Esq, a Justice of Her Majesty's Woods &c

— to —

M<sup>r</sup>. R. J. Payne.

LEASE of Stone Quarries on Clearwell Moor &c No 65

Commencing 29<sup>th</sup> Sept 1893 Term 21 Expires 29 Sept 1914

Rent £5 per Annum

Royalty 4<sup>d</sup> per ton or per 114 cubic feet of wrought stone and 1<sup>d</sup> per ton on Waste Determinable as within mentioned.



*Red*

# His Indenture

Dated 6<sup>th</sup> Dec<sup>r</sup>. 1893.  
Forest of Dean  
Edward Stafford Howard Esq, a Commissioner of Her Majesty's Woods &c.

made the sixth day of December One thousand eight hundred and ninety three Between The Queen's Most Excellent Majesty of the first part Edward Stafford Howard Esquire the Commissioner of Her Majesty's Woods in charge of the hereditaments hereinafter described of the second part and Richard Townsend Edward Payne of Lamb Quay near Coleford in the County of Gloucester a Quarry Free Miner hereinafter called the Lessee of the third part Witnesseth that in consideration of the rent and royalties hereinafter reserved and of the covenants hereinafter contained The said Edward Stafford Howard as such Commissioner as aforesaid on behalf of Her Majesty and in exercise of all powers in him vested or in anywise enabling him so to do Doth demise and lease unto the said Lessee his executors administrators and assigns

M<sup>r</sup>. R. T. Payne.

All that Sandstone Quarry situated on Clearwell Meend in Park End or York Walk of the length of Thirty yards numbered 654 in the Deputy Surveyors Quarry Lease Book N<sup>o</sup> 5 the boundary stone at the north west angle being at the distance of Two hundred and thirty links from the fence of an Encroachment numbered 395 on the Plan of Encroachments in Park End Walk of Stone Quarry and at the north east angle Two hundred and thirty links from an encroachment numbered 389 on the above mentioned Plan and is bounded on all sides by Open Forest and which Quarry hereby demised is more particularly described and delineated in the Plan drawn in the margin hereof and thereon coloured Red To hold the said Quarry unto the Lessee his executors administrators and assigns for the term of Twenty one years from the twenty ninth day of September One thousand eight hundred and ninety three determinable as hereinafter mentioned

## LEASE

Commencing 29<sup>th</sup> Sept 1893  
Term 21  
Expires 29 Sept 1914

Paying therefor during the said term unto Her Majesty Her Heirs and Successors the yearly net rent or sum of Five pounds on the twenty ninth day of September in every year the first payment thereof to become due on the twenty ninth day of September One thousand eight hundred and ninety four And also paying to Her Majesty her Heirs and Successors the royalties following that is to say, A royalty of four pence per ton of Two thousand two hundred and forty pounds avoirdupois on all wrought and block stone gotten from the said land and sold used or otherwise disposed of or if such wrought and block stone shall be sold

Rent £5 per Annum

Royalty 4<sup>d</sup> per ton or per 11<sup>2</sup> cubic feet on wrought stone and 1<sup>d</sup> per ton on Waste Determinable as within mentioned.

as hereinafter mentioned Paying therefor during the said term unto Her Majesty Her Heirs and Successors the yearly net rent or sum of Five pounds on the twenty ninth day of September in every year the first payment thereof to become due on the twenty ninth day of September One thousand eight hundred and ninety four And also paying to Her Majesty her Heirs and Successors the royalties following that is to say, A royalty of four pence per ton of Two thousand two hundred and forty pounds avoirdupois on all wrought and block stone gotten from the said land and sold used or otherwise disposed of or if such wrought and block stone shall be sold

used or disposed of by measurement then a royalty of four pence for every fourteen cubic feet of such stone And also a royalty of One penny for every like ton of waste or inferior stone including any stone gotten from the top soil of the said Quarry such royalties to be paid by half yearly payments on the twenty fifth day of March and the twenty ninth day of September in every year for and in respect of the stone sold used or disposed of during the preceding half year all which said rent and royalties hereinbefore reserved shall be paid into the hands of the Crown Receiver for the said Forest of Dean Provided that no royalty shall be payable upon so much stone sold used or disposed of in any one year as would be sufficient in value according to the reservation hereinbefore contained to yield a sum equal to the rent payable hereunder for such year And the lessee covenants with Her Majesty Her Heirs and Successors in manner following, that is to say

1. At all times during the said term hereby granted to pay unto Her Majesty Her Heirs and Successors the said yearly rent and royalties hereby respectively reserved at the times and in the manner hereinbefore mentioned for payment thereof without any deduction or abatement whatsoever.
2. To bear pay and discharge all and all manner of present and future taxes rates charges assessments impositions and outgoings of what nature or kind soever in respect of the said premises.
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 made pursuant to the Act of Parliament 1<sup>st</sup> and 2<sup>nd</sup> Victoria Chapter 113.
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 or Cabins for sharpening or depositing the quarrying implements therein which cabin or cabins shall not on any pretence or for any cause or reason be used or occupied as a dwellinghouse or dwellinghouses or for any purpose other than

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 Her Majesty's Deputy Surveyor for the time being of the said Forest 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 all such boundary stones at each angle of the site of the said Quarry hereby demised 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 such Deputy Surveyor for the better defining and identifying the said Quarry and for preventing Cattle or other animals from trespassing on the hereby demised premises or injuring themselves and at all times during the said term to keep in good and substantial repair such boundary stones gates posts pales and other defences and not during the said term except where it shall be necessary for working the said Quarry to fell stub cut lop or wilfully destroy spoil or damage any timber or other tree pollard sapling or young store growing on or near the said premises or any part thereof.

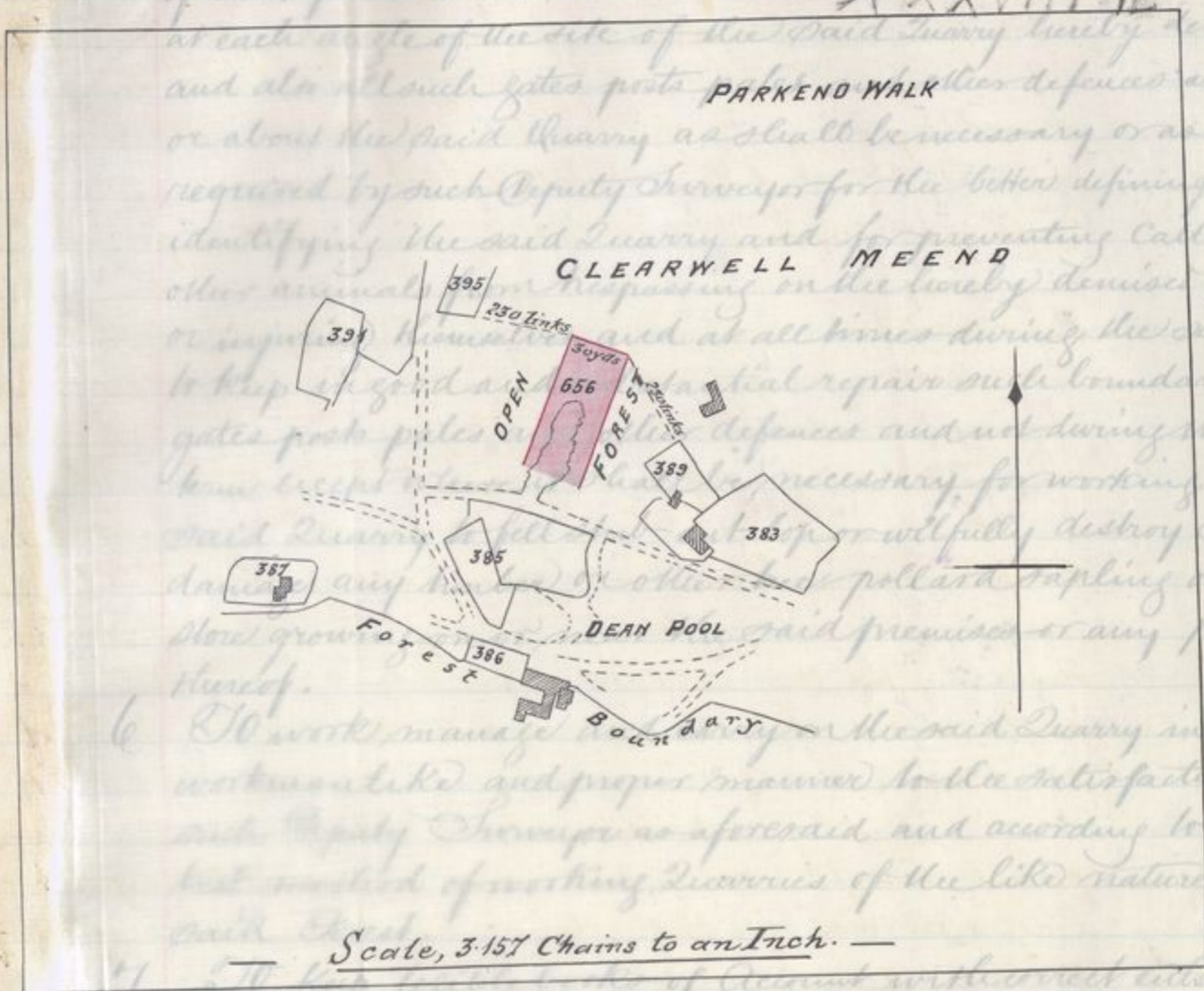
6. To work manage and carry on the said Quarry in a fair workmanlike and proper manner to the satisfaction of such Deputy Surveyor as aforesaid and according to the best method of working Quarries of the like nature in the said Forest.

7. To keep legible books of Account with correct entries of the quantities of the Stone gotten and of the persons to or by whom and the times and prices (if any) at and for which the same shall be sold used or disposed of specifying and distinguishing in such Accounts the block or wrought Stone from the waste or inferior Stone with the respective royalties per ton and at all times when required to produce such books of Account to Her Majesty's Agent for the time being and permit him to take extracts therefrom or copies thereof the Lessee giving any explanation that may be required in relation thereto.

8. To deliver to the lessor or to Her Majesty's said Receiver or Agent within ten days next after the twenty fifth day of March and the twenty ninth day of September in each year

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 Her Majesty's Deputy Surveyor for the time being of the said Forest 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 ~~XXXXVIII~~ boundary stones



at each angle of the site of the said Quarry hereby demised and also all such gates posts or about the said Quarry as shall be necessary or as shall be required by such Deputy Surveyor for the better defining and identifying the said Quarry and for preventing Cattle or other animals from trespassing on the hereby demised premises or impeding humankind and at all times during the said term to keep in good and substantial repair such boundary stones gates posts poles and other defences and not during the said term except in such cases as may be necessary for working the said Quarry full of stone or will fully destroy or spoil or damage any stone or other pollard sapling or young slow growth of the said premises or any part thereof.

6. To work manage and quarry the said Quarry in a fair workmanlike and proper manner to the satisfaction of such Deputy Surveyor as aforesaid and according to the best method of working Quarries of the like nature in the said Kingdom.

7. To keep a true and correct Account with correct entries of the quantities of the Stone gotten and of the persons to or by whom and the times and prices (if any) at and for which the same shall be sold used or disposed of specifying and distinguishing in such Accounts the block or wrought stone from the waste or inferior Stone with the respective royalties per ton and at all times when required to produce such books of Account to Her Majesty's Agent for the time being and permit him to take extracts therefrom or copies thereof the Lessee giving any explanation that may be required in relation thereto.

8. To deliver to the lessor or to Her Majesty's said Receiver or Agent within ten days next after the twenty fifth day of March and the twenty ninth day of September in each year

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and at such other times during the said term as the Lessor shall in writing require the same and also within ten days after the expiration or sooner determination of the said term a correct and legible account in writing (specifying and distinguishing as aforesaid) of the quantity of the stone which during the preceding half year and such other time as shall be required by such notice as aforesaid shall have been gotten and also of the quantity which shall during the like period have been cleansed & dressed or otherwise made marketable and also of the quantity which during the like period shall have been sold used or otherwise disposed of clearly expressing therein if the Lessor shall so require the names of the persons to or by whom and the times and prices (if any) at or for which the same respectively shall have been sold used or disposed of every such account being if required first verified in writing under the hand of the Lessee or his chief or only Agent for the time being and within the same periods and at such other times as aforesaid to deliver if required to the Lessor or to Her Majesty's Receiver or Agent a correct plan and measurement signed by the Lessee or his chief or only Agent of the lands under or from which the said stone shall have been gotten as aforesaid and of the workings and cuttings of and in the said Quarry distinctly shewing the course and extent thereof and also to keep a like plan and measurement at the Quarry or works or at the Office belonging thereto and permit the Lessor and his Agent at all times to inspect the same.

9. That the Lessor and his Agent may at all reasonable times with or without workmen or assistants enter into and inspect the said Quarry works and premises and the state and condition thereof and that the Lessee will render every reasonable assistance to the Lessor his Agents and workmen or assistants in the examination aforesaid when required and will before beginning to remove any top soil give to the Deputy Surveyor for the said Forest seven days previous notice in writing of his the Lessee's intention so to do.
10. To pay the Lessor on demand the value of all wood timber or other trees taken by the Lessee or damaged by or in consequence of the said works such value to be determined by

The Deputy Surveyor of the said Forest of Dean for the time being whose decision shall be final and binding upon the Lessee and also to make reasonable and fair compensation to every person lawfully entitled thereto on account of any injury or damage sustained by him by reason or in consequence of the said works or of the exercise of the powers hereby granted and indemnify the Queen's Majesty her heirs and successors from all actions claims and demands on account of any such injury or damage.

11 At the end or sooner determination of the said term hereby granted to yield and deliver up to the Lessor the quiet and peaceable possession of the said premises hereby demised in good order and condition to the satisfaction of such Deputy Surveyor as aforesaid in all respects Provided always that if the rent or royalties hereinbefore reserved or any part thereof shall be behind or unpaid for twenty days next after any of the said days of payment Or if breach shall be made in any of the covenants conditions or agreements in these presents contained or in any of the said rules and regulations annexed to the Award of the said Dean Forest Mining Commissioners hereinbefore mentioned which on the part of the Lessee are or ought to be observed or performed Or if a Receiver in bankruptcy of his Estate shall be appointed or a Receiving Order made against him or he shall be arrested for debt and confined in prison for fourteen days 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 re-enter and the same premises to have again as in his former Estate Provided always And it is hereby agreed that in the event of the said Quarry being worked out it shall be lawful for the Lessee to determine the term hereby granted on giving notice in writing for such purpose and intent to the Lessor at least six calendar months before the expiration of some year of the said term and such notice may be left at the Office of the Commissioners of Woods in London And it is hereby agreed that the term "Lessor" herein means the person or persons for the time being by law entitled to the management and direction of the reversion of the demised premises And that all rights and obligations of the Lessee under these presents shall devolve with the leasehold interest hereby created and be accordingly enjoyed

observed and performed by the person or persons in whom  
such interest shall for the time being be vested. And  
the said Edward Stafford Howard doth hereby direct that  
this deed shall be deemed to be fully and 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 set their hands and seals the day and  
year first above written.

Stafford (Sd.) Howard R. J. (Sd.) Payne

Signed sealed and delivered by the within named  
Edward Stafford Howard in the presence of  
J. M. Duncan  
Office of Woods, P  
Mitchell Place

Signed sealed and delivered by the within named  
Richard Townsend Payne in the presence of  
Rowland Hill  
Mill House  
Coleford - Glouc  
Clerk

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.  
H. G. Hewlett  
Keeper of the Records  
13<sup>th</sup> December 1893.

2. 3. 4. 11.

Dated 13<sup>th</sup>  
Decr. 1893

Dean Forest

M. W.  
Colchester -  
Hennys Esq  
and others

— (1) —

The Queen's  
Most Excellent  
Majesty.

Surrender  
of Lease  
dated 19<sup>th</sup>  
Novr 1883.

R

# This Indenture

Dated 13<sup>th</sup>  
Decr. 1893

Dean Forest

M. W.

Colchester -  
Wemyss Esq  
and others

(1)

The Queen's  
Most Excellent  
Majesty.




Surrender  
of Lease

dated 19<sup>th</sup>  
Novr. 1883.

made the thirteenth day  
of December One thousand eight hundred and ninety three Between  
Maynard Willoughby Colchester - Wemyss of Westbury Court  
Westbury on Severn in the County of Gloucester, Esquire, Frank  
John Constable Curtis of Merivale Ross in the County of  
Hereford Esquire and Edward Constable Curtis of  
Berkhamstead in the County of Herts Esquire hereinafter  
called the Grantors of the first part Edward Stafford  
Howard Esquire a Commissioner of Her Majesty's Woods of  
the second part and The Queen's Most Excellent  
Majesty of the third part Whereas all the estate  
and interest in a certain Indenture of Lease of Clay and  
Sand at Plump Hill in the Forest of Dean which is dated the  
nineteenth day of November One thousand eight hundred and  
eighty three and is made between The Queen's Majesty of the  
first part Sir Henry Brougham Lock, K.B., then a Commiss<sup>r</sup>  
of Her Majesty's Woods, Forests and Land Revenues of the second  
part and the said Maynard Willoughby Colchester - Wemyss of  
the third part are now vested in the Grantors for all the  
residue of the term of years thereby granted and they have  
requested the said Edward Stafford Howard as such Commiss<sup>r</sup>  
as aforesaid to accept on behalf of Her Majesty a Surrender as  
from the twenty ninth day of September One thousand eight  
hundred and ninety three of the same premises which the said  
Edward Stafford Howard has agreed to do Now this Indenture  
witnesseth that in pursuance of the premises They the  
Grantors as Beneficial Owners with the consent of the said  
Edward Stafford Howard testified by his executing these  
presents Do Surrender to The Queen's Majesty from the  
twenty ninth day of September One thousand eight hundred  
and ninety three All their Estate and interest whatsoever  
in the Clay and Sand demised by the said Indenture within  
and under the land therein more particularly described And  
all the right to digget and carry away the same And all  
other (if any) the premises demised by the said Indenture  
To the intent and purpose that the term of years created by the  
said Indenture and all the Estate and interest now subsisting  
in the said premises under or by virtue of the same Indenture  
may be merged and extinguished in the reversion freehold and  
inheritance of the said premises now vested in Her Majesty



in right of Her Crown and the Grantors do hereby jointly and severally covenant with the Queen's Majesty Her Heirs and Successors that they will use their best endeavours to discover the said Lease above recited which has been lost or mislaid and will forthwith deliver the same to the said Edward Stafford Howard or the Commissioners of Woods for the time being when found and will keep the said Edward Stafford Howard or other the Commissioner aforesaid indemnified against all actions proceedings claims and demands costs damages and expenses which may be brought against him or which he may sustain or incur by means of or in respect of such Lease not having been produced or delivered to him on this Surrender AND the said Edward Stafford Howard doth hereby direct that this deed shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Inrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Inrolments In witness whereof the said parties to these presents of the first and second parts have hereunto set their hands and seals the day and year first above written.

M<sup>r</sup> W Colchester-Wemyss   
 Frank John Constable Curtis   
 E Constable Curtis 

Signed sealed and delivered by the above named Maynard Mitchelldean Colchester Wemyss in the presence of - Lewis C. Mason Mitchelldean, Clerk

Signed sealed and delivered by the above named Frank John Constable Curtis in the presence of - Lewis C. Mason Mitchelldean, Clerk

Signed sealed and delivered by the above named Edward Constable Curtis in the presence of - Lewis C. Mason, Mitchelldean, Clerk

Signed sealed and delivered by the above named Edward Stafford Howard in the presence of - J. M. Duncan, Office of Woods &c, Whitehall Place.

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.

H. G. Hewlett  
 Keeper of the Records

288m

16<sup>th</sup> Decr 1893

Dated 20<sup>th</sup>  
 Decr 1893

Dean Forest

Edward  
 Stafford  
 Howard  
 a Comr. of the  
 Majesty's Woods  
 &c.

M<sup>r</sup> John  
 James  
 Joynt

Lease  
 of a Stone  
 Quarry N<sup>o</sup> 6  
 in Blakeney  
 Walk

Commencing  
 29<sup>th</sup> Sept. 1893  
 Term of  
 years

Expires 29<sup>th</sup>  
 September 1900

Rent £2. 10/-

Royalty 4/-  
 per ton or per  
 14 cubic feet  
 on all wrong  
 stone and  
 per ton on wood

Determinable  
 as within  
 mentioned



on all wrought and block stone gotten from the said  
land and sold used or otherwise disposed of or if such  
wrought and block stone shall be sold used or disposed  
of by measurement then a Royalty of four pence for every  
fourteen cubic feet of such stone AND also a Royalty  
of One penny for every like ton of waste or inferior stone  
including any stone gotten from the top soil of the said  
Quarry such Royalties to be paid by half yearly payments  
on the twenty fifth day of March and the twenty ninth  
day of September in every year for and in respect of the  
stone sold used or disposed of during the preceding half  
year all which said rent and royalties hereinafore  
reserved shall be paid into the hands of the Crown &  
Received for the said Forest of Dean Provided that no  
royalty shall be payable upon so much stone sold used or  
disposed of in any one year as would be sufficient in  
value according to the reservation hereinafore contained  
to yield a sum equal to the rent payable hereunder  
for such year AND the Lessee covenants with Her  
Majesty her heirs and successors in manner following that  
is to say

1. At all times during the said term hereby granted to  
pay unto Her Majesty her heirs and successors the said  
yearly rent and royalties hereby respectively reserved at  
the times and in the manner hereinafore mentioned  
for payment thereof without any deduction or abatement  
whatsoever.
2. To bear pay and discharge all and all manner of  
present and future taxes rates charges assessments impositions  
and outgoings of what nature or kind soever in respect of  
the said premises.
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 made pursuant to the Act of Parliament 1<sup>st</sup> and 2<sup>nd</sup>  
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  
hereof for any purpose whatsoever other than as a Stone  
Quarry and not to erect or make any building thereon

except a cabin or cabins for sharpening or depositing the quarrying implements therein which cabin or cabins shall not on any pretence or for any cause or reason be used or occupied as a dwellinghouse or dwellinghouses or for any purpose other than sharpening and depositing therein implements necessary for working and carrying on the said Quarry.

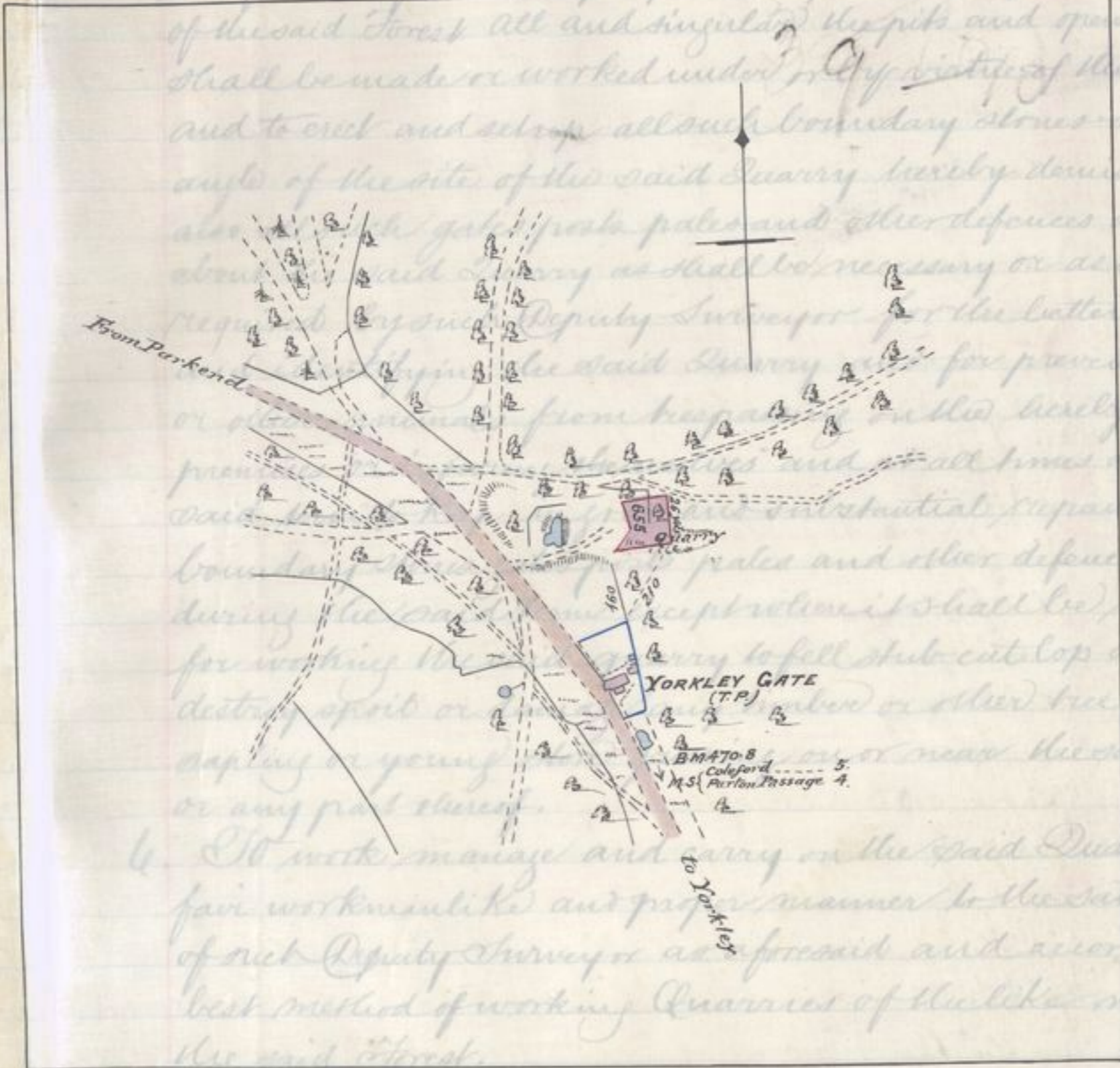
5 To fence round in a proper and substantial manner to the satisfaction of Her Majesty's Deputy Surveyor for the time being of the said Forest all and singular the pits and openings which shall be made or worked under or by virtue of these presents and to erect and set up all such boundary stones at each angle of the site of the said Quarry hereby demised 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 such Deputy Surveyor for the better defining and identifying the said Quarry and for preventing cattle or other animals from trespassing on the hereby demised premises or injuring themselves and at all times during the said term to keep in good and substantial repair such boundary stones gates posts pales and other defences and not during the said term except where it shall be necessary for working the said quarry to fell stub cut lop or wilfully destroy spoil or damage any timber or other tree pollard sapling or young stone growing on or near the said premises or any part thereof.

6 To work manage and carry on the said Quarry in a fair workmanlike and proper manner to the satisfaction of such Deputy Surveyor as aforesaid and according to the best method of working Quarries of the like nature in the said Forest.

7 To keep legible books of Account with correct entries of the quantities of the Stone gotten and of the persons to or by whom and the times and prices (if any) at and for which the same shall be sold used or disposed of specifying and distinguishing in such Accounts the block or wrought stone from the waste or inferior stone with the respective Royalties per ton and at all times when required to produce such books of Account to Her Majesty's Agent for the time being and permit him to take extracts therefrom or copies thereof the Lessee giving any explanation that may be required in relation thereto.

except a cabin or cabins for sharpening or depositing the  
quarrying implements therein which cabin or cabins shall  
not on any pretence or for any cause or reason be used or  
occupied as a dwellinghouse or dwellinghouses or for any purpose  
other than 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 Her Majesty's Deputy Surveyor for the time being  
of the said Forest 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 all such boundary stones at each  
angle of the site of the said Quarry hereby devised and  
also to set up gates, posts, pales and other defences round or  
about said Quarry as shall be necessary or as shall be  
required by such Deputy Surveyor for the better defining  
or enclosing the said Quarry for preventing cattle  
or other animals from trespassing on the hereby devised  
premises and at all times during the  
said term to maintain and repair such  
boundary stones, posts, pales and other defences and not  
during the said term except when it shall be necessary  
for working the said Quarry to fell stub-cut lop or wilfully  
destroy spoil or to cut or other trees pollards  
sapling or young trees or any part thereof  
or any part thereof.



6. To work manage and carry on the said Quarry in a  
fair workmanlike and proper manner to the satisfaction  
of such Deputy Surveyor as aforesaid and according to the  
best method of working Quarries of the like nature in  
the said Forest.

7. To keep legible books of account with correct entries of  
the quantities of the Stone gotten out of the persons to whom  
whom and the times and prices (if any) at and for which  
the same shall be sold used or disposed of specifying and  
distinguishing in such accounts the block or wrought stone  
from the waste or inferior stone with the respective Royalties  
per ton and at all times when required to produce such books  
of account to Her Majesty's Agent for the time being and permit  
him to take extracts therefrom or copies thereof the Lessee giving  
any explanation that may be required in relation thereto.

8 To deliver to the Lessor or to Her Majesty's said Receiver or Agent within ten days next after the twenty fifth day of March and the twenty ninth day of September in each year and at such other times during the said term as the Lessor shall in writing require the same and also within ten days after the expiration of 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 half year and of such other time as shall be required by such notice as aforesaid shall have been gotten and also of the quantity which shall during the like period have been cleansed dressed or otherwise made marketable and also of the quantity which during the like period shall have been sold and used or otherwise disposed of clearly expressing therein if the Lessor shall so require the names of the persons to or by whom and the times and prices (if any) at or for which the same respectively shall have been sold used or disposed of every such account being if required first verified in writing under the hand of the Lessee or his Chief or only Agent for the time being and within the same periods and at such other times as aforesaid to deliver if required to the Lessor or to Her Majesty's Receiver or Agent a correct plan and measurement signed by the Lessee or his chief or only Agent of the lands under or 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 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.

9 That the Lessor and his Agent may at all reasonable times with or without workmen or assistants enter into and inspect the said Quarry works and premises and the state and condition thereof and that the Lessee will render every reasonable assistance to the Lessor his Agents and Workmen or Assistants in the examination aforesaid when required and will before beginning to remove any top soil give to the Deputy Surveyor for the said Forest seven

- days previous notice in writing of his the Lessee's intention so to do.
- 10 To pay the Lessor on demand the value of all wood timber or other trees taken by the Lessee or damaged by or in consequence of the said works such value to be determined by the Deputy Surveyor of the said Forest of Dean for the time being whose decision shall be conclusive and binding upon the Lessee and also to make reasonable and fair compensation to every person lawfully entitled thereto on account of any injury or damage sustained by him by reason or in consequence of the said works or of the exercise of the powers hereby granted and indemnify the Queen's Majesty her heirs and successors from all actions claims and demands on account of any such injury or damage.
11. At the end or sooner determination of the said term hereby granted to yield and deliver up to the Lessor the quiet and peaceable possession of the said premises hereby demised in good order and condition to the satisfaction of such Deputy Surveyor as aforesaid in all respects Provided always that if the rent or royalties herebefore reserved or any part thereof shall be behind or unpaid for twenty days next after any of the said days of payment or if breach shall be made in any of the covenants conditions or agreements in these presents contained or in any of the said rules and regulations annexed to the Award of the said Dean Forest Mining Commissioners herebefore mentioned which on the part of the Lessee are or ought to be observed or performed or if a Receiver in Bankruptcy of his estate shall be appointed or a Receiving Order made against him or he shall be arrested for debt and confined in prison for fourteen days 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 leave again as in his former estate Provided always And it is hereby agreed that it shall be lawful for the Lessor on behalf of Her Majesty Her heirs or successors or for the Lessee to determine the term hereby granted on giving notice in writing of such purpose and intent at least six calendar months before the expiration of some year of the said term and if such notice shall proceed from the Lessor the same may be delivered to the Lessee or left for him at his usual or last known place of residence in England and if such notice proceed from the Lessee it may be left at the Office of the Commissioners of Woods in London And it is hereby

agreed that the term "Lessor" herein means the person or persons for the time being by law entitled to the management and direction of the reversion of the demised premises and that all rights and obligations of the Lessee under these presents shall devolve with the leasehold interest hereby created and be accordingly enjoyed observed and performed by the person or persons in whom such interest shall for the time being be vested AND the said Edward Stafford Howard doth hereby direct that this deed shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Inrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Inrolments IN WITNESS whereof the said parties to these presents of the second and third parts have hereunto set their hands and seals the day and year first above written.

E Stafford Howard John James (S<sup>r</sup>) Joynes

Signed sealed and delivered by the within named Edward Stafford Howard in the presence of  
George Mansell Williams  
Hornbury. Gloucestershire  
Accountant

Signed sealed and delivered by the within named John James Joynes in the presence of  
D. Morgan  
Coleford  
Solicitor.

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.  
H G Newlett  
Keeper of the Records

23<sup>rd</sup> December 1893

23.12.11

Dated 21<sup>st</sup> December 1893

Dean Forest

Edw<sup>d</sup> Stafford Howard Esq  
a Commissioner of Her Majesty's Woods, &c.

— to —

Parkend Deep Navigation Collieries Limited

Lease of waste lands & licence to use land for tip room in the Forest of Dean Whelsheld in connection with the New Tance Gale.

Commencing 24<sup>th</sup> June 1894  
Term 3  
Expires 24<sup>th</sup> June 19-  
19-

Rent £10 per annum

by 05.12.11 ✓