

Index B

Dated 22nd
Nov: 1897

Forest of
Dean

E. Stafford
Howard Esq
agent of
Her Majesty's
Woods, &c

— to —

M. J.
Newcomen

Lease
of piece of
land contain-
g 0.2.3 and
Buildings
hereon known
as Cannop
Chemical
Works.

Commencing
25 March 1898
Term of years 21
Expires
25 March 1919

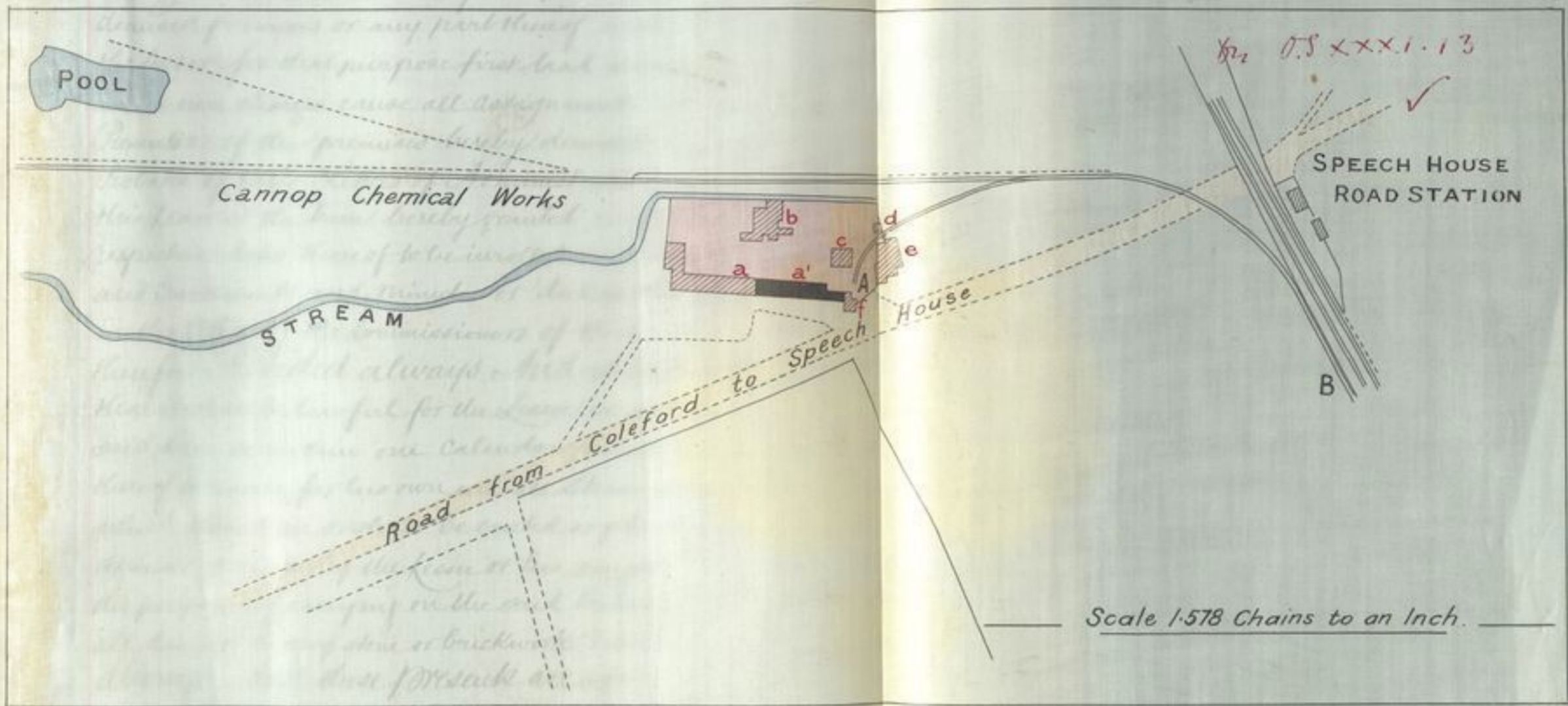
Rent £8
per annum

Determinable
as within
mentioned

This Indenture made the twenty second day of November One thousand eight hundred and ninety seven 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 demised of the second part and Thomas Newcomen of The Chemical Works, Lydbrook, in the County of Gloucester Chemical Manufacturer (hereinafter called the Lessee) of the third part Witnesseth that in consideration of the yearly rent and covenants hereinafter reserved and contained The said Edward Stafford Howard as such Commissioner as aforesaid in exercise of the powers of the Acts 10 George the 4th Chapter 50 and 14th and 15th Victoria Chap: 42 and of all other powers in anywise enabling him so to do and with the authority of the Commissioners of Her Majesty's Treasury signified by their Warrant dated the tenth day of July One thousand eight hundred and ninety seven Doth on behalf of Her Majesty demise and lease unto the Lessee All that piece of land (hereinafter called the said land) situate at Cannop and Valletts Ground in Worcester Walk in the Forest of Dean containing by office of admeasurement two roods and three perches or thereabouts known as the Cannop Chemical Works Together with the buildings erected hereon which said premises are delineated and coloured red and black on the Plan in the margin hereof Together with full power license and authority to the Lessee to use for the purposes of the said Works the waters ponds streams and watercourses there situate shown by blue colour on the said plan And with the like power license and authority to the Lessee to use for the like purposes the Tramway leading from or to the Severn and Wye Tramway into or out of the said premises and shown by a black line on the said Plan Except and always reserving unto the Queen's Most Excellent Majesty Her heirs successors and assigns all mines of coal and iron ore and other mineral substances whatsoever in upon or under the said premises with full liberty for the Officers grantees galees licensees lessees agents servants and workmen of Her Majesty Her Heirs Successors and assigns or any of them to enter upon the said premises hereby demised to dig search for get up work dress and make merchantable the said excepted coal and iron mines and other mineral substances and the said excepted premises or any part thereof respectively to carry away To hold the said premises unto the Lessee from the twenty fifth day of March One thousand eight hundred and ninety eight for the term of Twenty one years determinable

as hereinafter mentioned Paying therefor unto The Queen's
 Majesty Her Heirs and Successors during the said term the clear
 yearly rent of Eight pounds by equal quarterly payments
 on the twenty fifth day of March, the twenty fourth day of June,
 the twenty ninth day of September and the twenty fifth day of
 December in every year the first quarterly payment of the said
 rent to be made on the twenty fourth day of June One thousand
 eight hundred and ninety eight And the Lessee doth hereby
 covenant with The Queen's Majesty's Heirs and Successors
 in manner following that is to say That he the Lessee will
 during the continuance of the said term pay to Her Majesty Her
 Heirs and Successors the said rent hereby reserved as the same
 shall become payable on the days and in manner aforesaid And
 also will pay the Land tax Sewer rate and all other taxes rates
 assessments and impositions whatsoever (except Landlord's property
 tax and tithe rent charge) now or at any time during the said
 term payable in respect of the demised premises And also
 will during the said term hereby granted as often as occasion
 shall require well and substantially repair uphold cleanse
 and keep in repair all buildings for the time being on the said
 land and all posts pales iron and other rails and fences and the
 appurtenances thereto belonging and at the end or sooner determination
 of the said term will surrender and yield up to the lessor the
 said premises together with all additions and improvements thereto
 in good and substantial repair except such defective portions of
 the said premises as are mentioned in the Schedule hereto which
 it shall not be incumbent on the Lessee to keep or deliver up in
 a better state of repair than at present And also will from
 time to time and at all times during the said term conduct and
 carry on the business of the said Chemical Works in a fair and
 proper manner and make good all damage or injury which at
 any time or times during the continuance of the said term may
 happen or be occasioned to the lands trees ponds streams and
 watercourses the property or possessions of Her Majesty by reason of
 the use or occupation of the said premises for the purposes
 aforesaid And also will permit the Lessor and his Agents or
 servants at all reasonable times to enter into the said premises and
 take a plan and examine the condition thereof And in case any
 want of repair shall be there found the Lessee will upon notice
 thereof in writing being given to or left on the demised premises

for him substantially and properly repair paint and amend the same accordingly within three calendar months after any such notice shall have been given or left as aforesaid AND that the Lessee shall not nor will at any time or times during the said term commit or suffer to be committed any waste spoil damage or injury to the enclosed land trees ponds streams or watercourses the property or possessions of Her Majesty nor do or suffer to be done any act matter or thing whatsoever which may be or become a nuisance annoyance or disturbance to Her Majesty's Majesty or his heirs successors or assigns during the said term assign or part thereof



the Lessee may enter into and upon and retake possession of any premises hereby demised as fully and effectually in all respects as if these Presents had not been made Provided also that it is hereby agreed that if the Lessee shall be desirous of determining this present Lease at the end of any year of the said term and of such his desire shall give six calendar months previous notice in writing to the lessor or leave the same at the Office of Her Majesty's Commissioners of Woods in London and shall pay and discharge all the rents and perform and observe all the covenants hereinbefore contained and on the part of the Lessee to be performed and observed up to such

for him substantially and properly repair paint and amend the same accordingly within three calendar months after any such notice shall have been given or left as aforesaid AND that the Lessee shall not nor will at any time or times during the said term commit or suffer to be committed any waste spoil damage or injury to the enclosures land trees ponds streams or watercourses the property or possessions of Her Majesty nor do or suffer to be done any act matter or thing whatsoever which maybe or become a nuisance annoyance or disturbance to the Queen's Majesty Her heirs successors or assigns AND shall not at any time during the said term assign or part with the possession of the said demised premises or any part thereof without the license in writing of the lessor for that purpose first had and obtained AND also will at his own charges 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 and Orders of Court affecting this lease or the term hereby granted within six months from the respective dates thereof to be enrolled in the Office of Land Revenue Records and Inrolments and minutes or docketts thereof respectively to be entered in the Office of the Commissioners of Woods and will pay the usual fees therefor Provided always And it is hereby agreed and declared that it shall be lawful for the Lessee at any time or times during the said term or within one calendar month after the determination thereof to remove for his own use all Steam and other engines and machinery which have been or shall be erected or placed in or upon the said demised premises by the Lessee or his assigns lessees or under tenants for the purpose of carrying on the said business he or they making good all damage to any stone or brickwork caused by such removal Provided always And these Presents are upon this condition that if any rent shall be in arrear for thirty days Or if the Lessee shall not perform and keep the several covenants on his part 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 Provided also And it is hereby agreed that if the Lessee shall be desirous of determining this present lease at the end of any year of the said term and of such his desire shall give six calendar months previous notice in writing to the lessor or leave the same at the Office of Her Majesty's Commissioners of Woods in London and shall pay and discharge all the rents and perform and observe all the covenants hereinbefore contained and on the part of the Lessee to be performed and observed up to such

determination then and in such case this present lease and everything herein contained shall cease and be void. Provided lastly that it is hereby declared and agreed that the term "Lessor" herein means the 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 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 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.

Schedule

Part of Storage Building A' on plan has no roof and is in very bad repair

Storage Building D on plan Window and part of roof gone

Stable Buildings E on plan very dilapidated

Buildings marked A B C and D are in "fairly good condition" and the Office F in "good condition"

There are no gates posts or rails and the boundary walls are in a dilapidated condition.

E Stafford (L) Howard Thomas (L) Newcomen
Signed sealed and delivered by the within named Edward Stafford Howard in the presence of - Chas E Howlett, Office of Woods &c, 1, Mitchehall Place, London, S.W.

Signed sealed and delivered by the within named Thomas Newcomen in the presence of - William Scrymgeour, Dean Forest Crown Keeper

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

Maurice Howlett
Keeper of the Records

14th December 1897

Dated
Dec
Isle
Ald
Agree
for pay
by Mess
Mitch
the add
royalty
per ton
shipped
New p
Boxes
from 1
1897.

Lease
at p. 14

Building "A" sublet
& rack manager removed
See F 398 in file 878

L.R.
C.R.

Dated 15th Decr 1897
Isle of Alderney
Agreement for payment by Mess^{rs} Rowe Mitchell of the additional royalty of 1^d per ton on Stone shipped from New Pier in Braye Harbour from 1st October 1897.

His hereby agreed and declared that as from the first day of October One thousand eight hundred and ninety seven the additional royalty provided for in the within written Indenture of One penny per ton of all Stone gotten from the Quarries now held under the within written Indenture shall be payable in consideration of the facilities afforded to the Lessees for the shipping of Stone from the New Pier erected by the Crown in Braye Harbour.

Dated the fifteenth day of December One thousand eight hundred and ninety seven.

E Stafford Howard
Mathew A Rowe
C Mitchell

Witness to the signature of Edward Stafford Howard
Chas E Howlett

Office of Woods &
1 Whitehall Place
London
S.W.

Witness to the signature of Mathew Arscott Rowe

W J Chapman
Alderney. C.I.
Clerk

Witness to the signature of Christopher Mitchell

A W Humphreys
69 Arbutnot Road
New Cross
S.E.
Accountant

Lease entered
at p. 144 ante

New Forest
Glasshayes
Electric Wires
Mess^{rs} Filley & Courtney
Permission
to lay down

583.

Deut^y New Forest

12 April 1897

Mr Lascelles the Deputy Surveyor has reported to Mr Stafford Howard that you have expressed a desire for permission to lay a line of electric wires under the Crown waste between the piece of land lately acquired by the Crown and Glasshayes.

In reply I am directed by Mr Howard to state that he is willing to give you permission to lay and during the pleasure of this Department to maintain a line of electric wires as shown by a red line on the enclosed tracing on the following conditions -

The wires to be laid in the same trench with the existing line of pipes, you undertaking to restore the surface of the soil on the termination of this permission, and to make good any damage done in the laying down or taking up of the said pipes or wires.

The permission to be subject to an annual payment of 1/- during its continuance

You will be good enough to sign, date and return the enclosed letter to Mr Howard

Mess^{rs} Filley & Courtney
House & Estate Agents
Arcade - Bournemouth

I am, &c.

Chas E Howlett

Bournemouth

Sir,

14th April 1897

In reply to your letter of the 3rd Nov^r last to Mess^{rs} Riordon & Sharp & Rumsey and your letter to us giving permission to lay down certain water pipes and a line of electric wires under the Crown waste as shown on the plans accompanying those letters we undertake to observe the conditions therein specified, and to pay the acknowledgment of 1/- per Annum as required.

I am, &c.

(sigd) for self J Henry Filley
Frank Courtney

E. Stafford Howard Esq^r

New Forest
Basements
Mr Taylor
permission



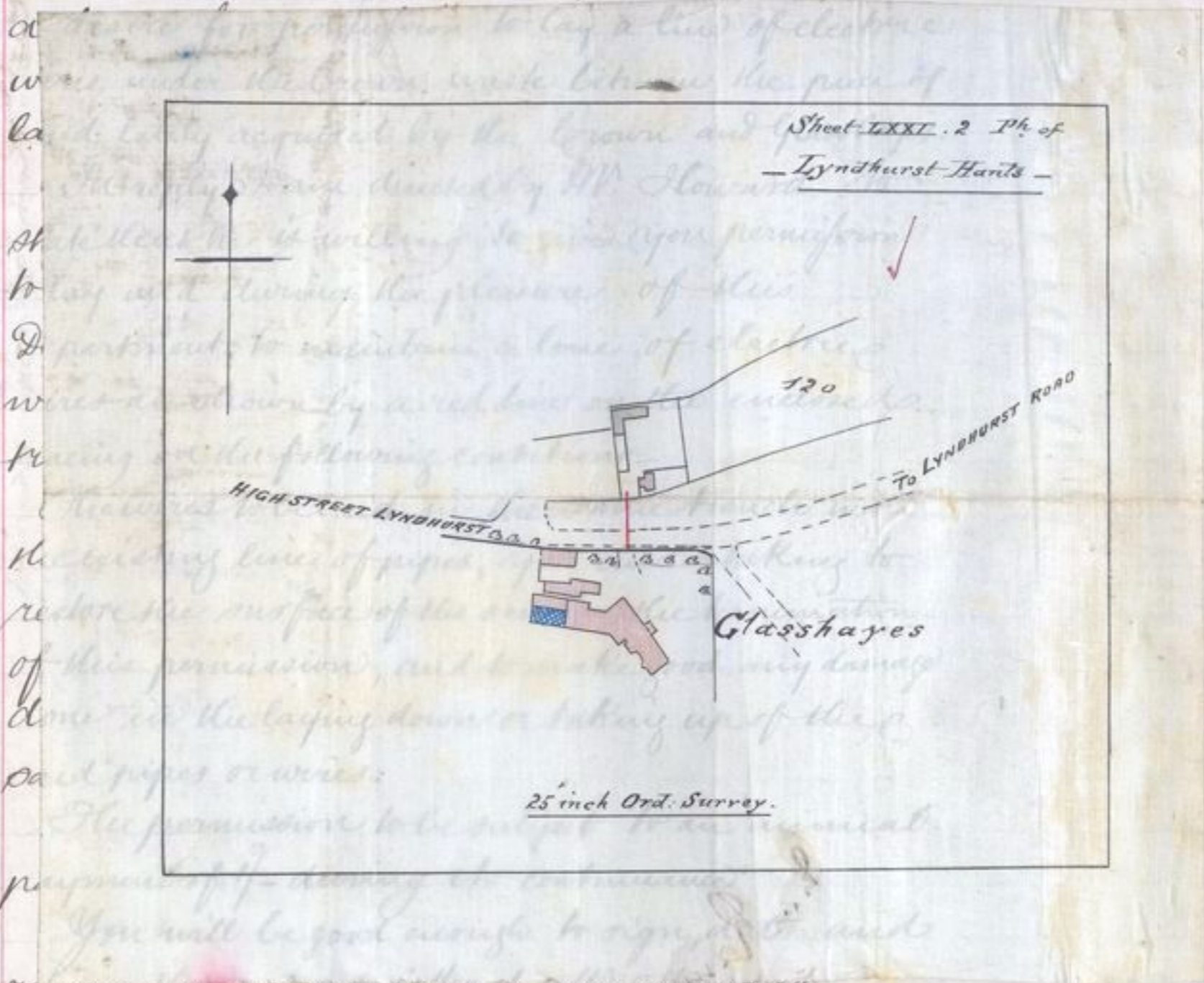
New Forest
Glasshayes
Electric Wires
Messrs Filley & Courtney
Permission
to lay down

583.

Office of Woods, & SW.
12th April 1897

Genl^l New Forest
Mr Lascelles the Deputy Surveyor has reported to
Mr Stafford Howard that you have expressed

12 April 1897



Mr Stafford Howard
Messrs Filley & Courtney
House & Estate Agents
Arcade - Bournemouth
I am, &c.
Chas E Howlett

Bournemouth

14th April 1897

Sir,
In reply to your letter of the 3rd Nov^r last to
Messrs Riddon & Sharp & Rumsey and your letter to us
giving permission to lay down certain water pipes and a line of
electric wires under the Crown Waste as shown on the plans
accompanying those letters we undertake to observe the conditions
therein specified, and to pay the acknowledgment of 1/- per
Annum as required.

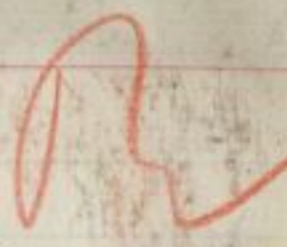
I am, &c.
(sigd) for self & Henry Filley
Frank Courtney

E. Stafford Howard Esq^r

New Forest
Basements
H. Taylor
permission
to make
a track
at Butley
15 April 1897

New Forest
Basements.
W. Taylor
permission
to make
a track
at Burley
15 April 97

641



Office of Woods, P, LW
15th April 1897

Sir,
New Forest

Mr Lascelles the Deputy Surveyor has reported to Mr Stafford
Howard your application for permission to make & maintain a
gravelled path across the Crown waste adjoining your property at
Brikerne Cloes, Burley

In reply I am directed by Mr Howard to state that he is willing
to grant you permission to make and during the pleasure of this
Department to maintain a gravelled path as shown by red colour on
the enclosed tracing on the following conditions

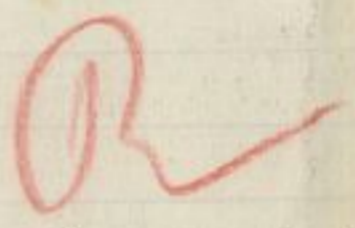
1. An acknowledgment of 1/- to be paid in advance on the 1st
April in each year during the continuance of the permission.
2. An undertaking to be given by you not to make any payment
to the Verderers in respect of the privilege hereby granted without previously
communicating with this Office, and to restore the surface of the soil
on the termination of this permission.

If you accept these terms you will be good enough to pay the sum
of 1/- to Mr Lascelles, and return the enclosed letter to this department
signed and dated.

W. W. Taylor
Brikerne Cloes
Burley, Hants

I am &c
Chas E Howlett

Burley
April 1897



Sir,

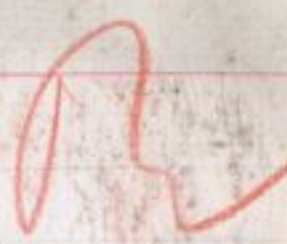
I beg to accept the offer contained in
your letter of the 15th instant of permission to make,
& during the pleasure of your Department, to maintain
a gravelled path across the Crown waste adjoining
my property as shown on the plan sent with your
letter, and I agree to pay the acknowledgment and
to observe the conditions therein specified.

I am &c
William Taylor
Apr 19. 1897

C. Stafford Howard Esq.

New Forest
Basements.
W. Taylor
permission
to make
a track
at Burley
15 April 1897

641



Office of Woods, P. L.W
15th April 1897

New Forest
Sir,
Mr Lascelles the Deputy Surveyor has reported to Mr Stafford
Howard your application for permission to make & maintain a
gravelled path across the Crown Waste adjoining your property at
Bisterne Closes, Burley

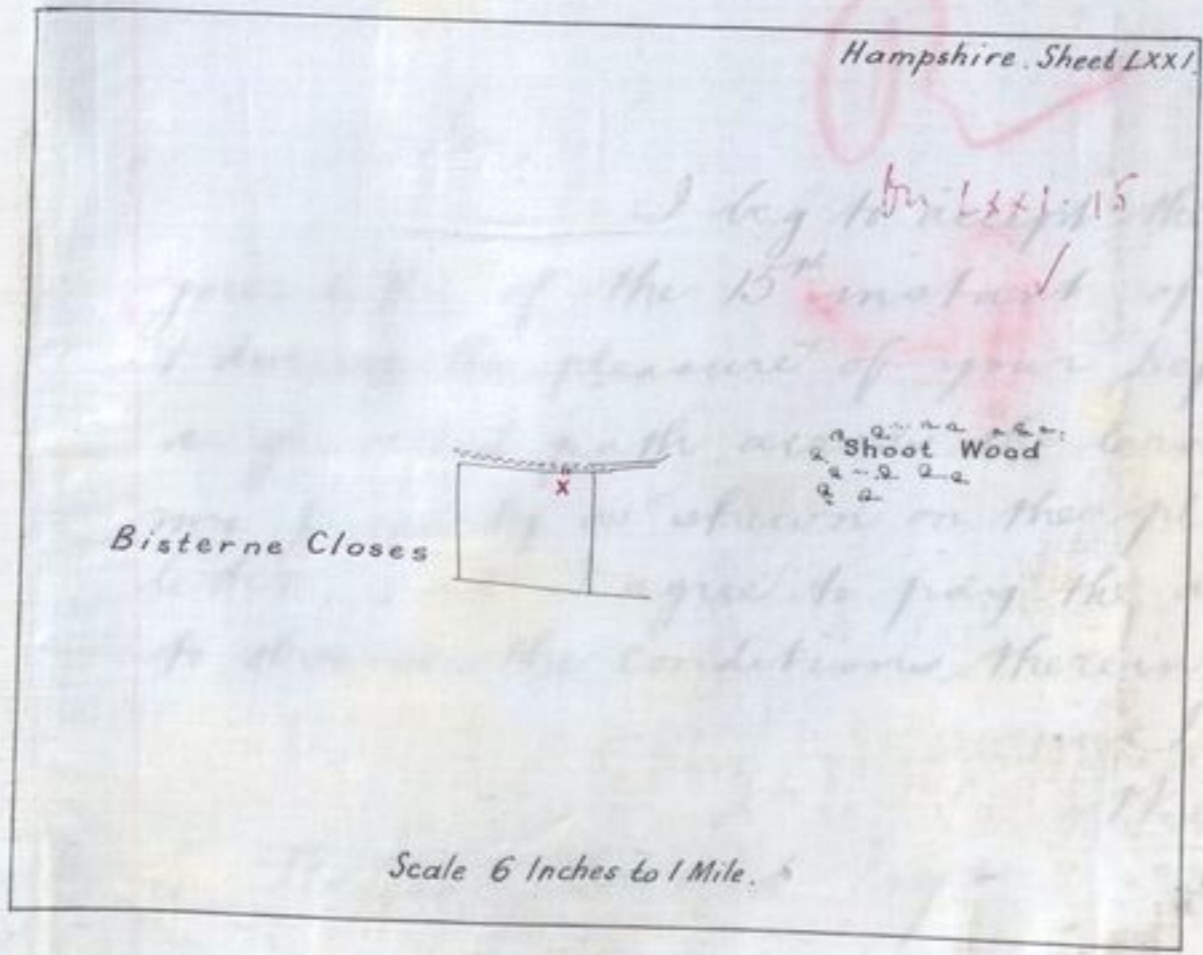
In reply I am directed by Mr Howard to state that he is willing
to grant you permission to make and during the pleasure of this
Department to maintain a gravelled path as shown by red colour on
the enclosed tracing on the following conditions

1. An acknowledgment of 1/- to be paid in advance on the 1st
April in each year during the continuance of the permission.
2. An undertaking to be given by you not to make any payment
to the Verderers in respect of the privilege hereby granted without previously
communicating with this Office, and to restore the surface of the soil
on the termination of this permission.

If you accept these terms you will be good enough to pay the sum
of 1/- to Mr Lascelles, and return the enclosed letter to this department
signed and dated.

W. W. Taylor
Bisterne Closes
Burley. Hants

I am Sir
Chas E Howlett



Burley
April 1897

I hereby acknowledge the offer contained in
your letter of the 15th inst of permission to make,
during the pleasure of your Department, to maintain
a gravelled path across the Crown Waste adjoining
Bisterne Closes, Burley, as shown on the plan
sent with your acknowledgment and
to observe the conditions therein specified.

W. Taylor
19. 1897

File F 887 I

WITH 2131-1892

WITH 2222-1892



Memorandum of Terms agreed upon
Between Edward Stafford Howard
Esquire, the Commissioner of Her Majesty's Woods,
Forests and Land Revenues in charge of the Forest
of Dean and Highmeadow Woods, and The
County Council for the County of
Gloucester relative to the raising or getting
of Stone by the latter from Quarries in the
said Forest.

High
Dean

1. The County Council to have Licence to
raise and get Stone from Quarries at Leberney
Orchard, Scowles, near Reddings Lodge and
Millway Grove in the Crown's Highmeadow
Estate and at Edgihills and Breans Tufts in
Her Majesty's Forest of Dean shown by red
colour on the annexed tracing.

2. The permission or licence to be terminable
at any time on one Calendar month's previous
notice in writing given by the Commissioners
of Her Majesty's Woods &c. in charge for the time
being of the property and addressed to the
Clerk or Chairman of the County Council or
by the Clerk or Chairman of the said County
Council addressed to the Commissioner of Her
Majesty's Woods, Forests and Land Revenues

in

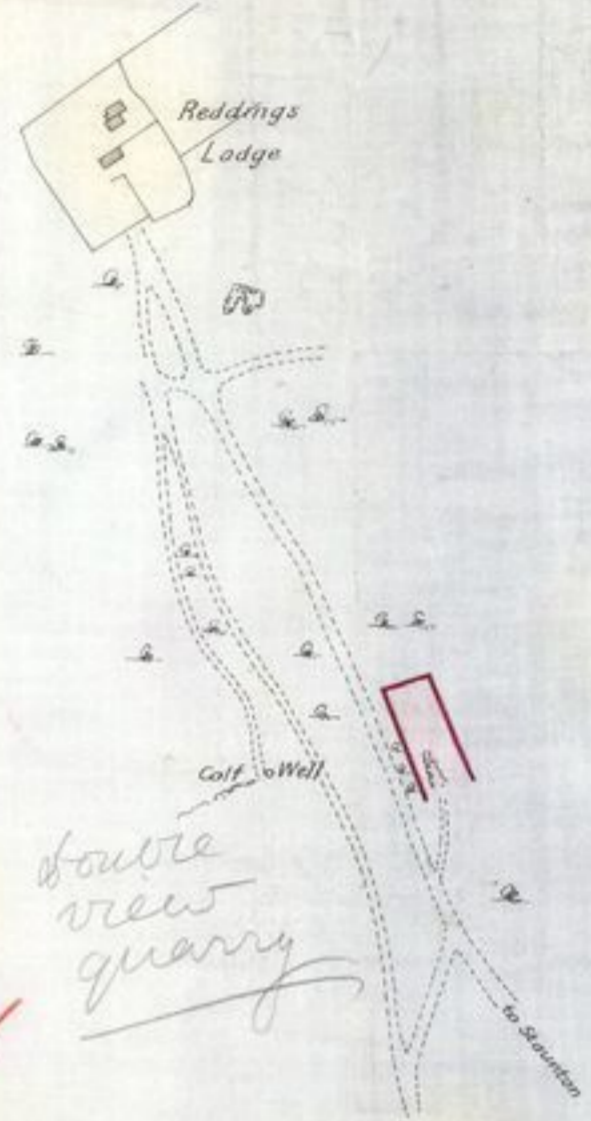
The house to the County Council
now enclosed 1841

Gloucestershire 38.3

Here 54.14



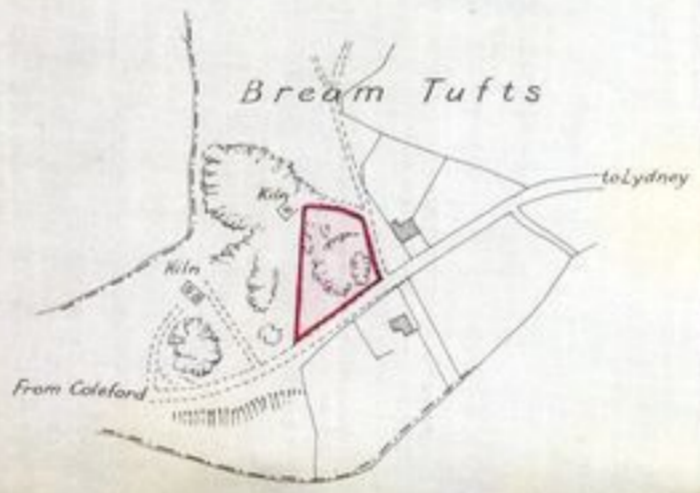
Scale, 3/157 Chains to an Inch



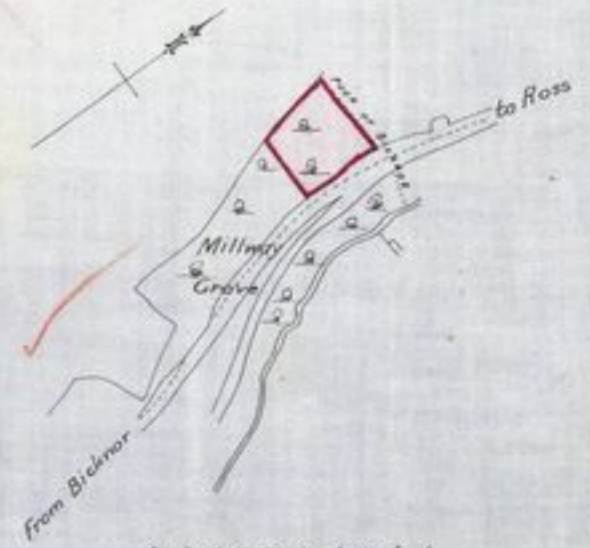
Scale 3/157 Chains to an Inch



Scale, 3/157 Chains to an Inch



Scale, 3/157 Chains to an Inch



Scale, 3/157 Chains to an Inch

Glos 31.6

Glos 39.13

Glos 31.1

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County Cou
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of 2000 to
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to the Clerk to the County Council or to the
County Surveyor to stop the working of any
Quarry or Quarries if in the judgment of the
Commissioner or such Deputy Surveyor such
Quarry or Quarries or the approaches thereto
are not properly fenced or secured.

The County Council of the County of
Gloucester accept the permission on the above
terms in witness whereof they have affixed
their Common Seal this Eleventh day of
2nd December 1897.

John P. Dorrington



Chairman,

W. H. Haxton

Clerk of the County Council

The license to the County Council
now embodied in the *Map of Gloucestershire*
of 1861

Plan Q

339

339 A

Gloucestershire 38.3

Here 54.14



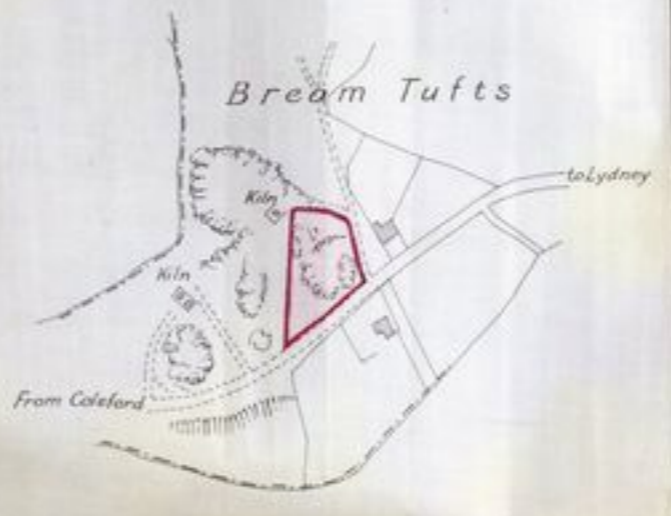
Scale, 3 1/27 Chains to an Inch.

Glos 31.9.

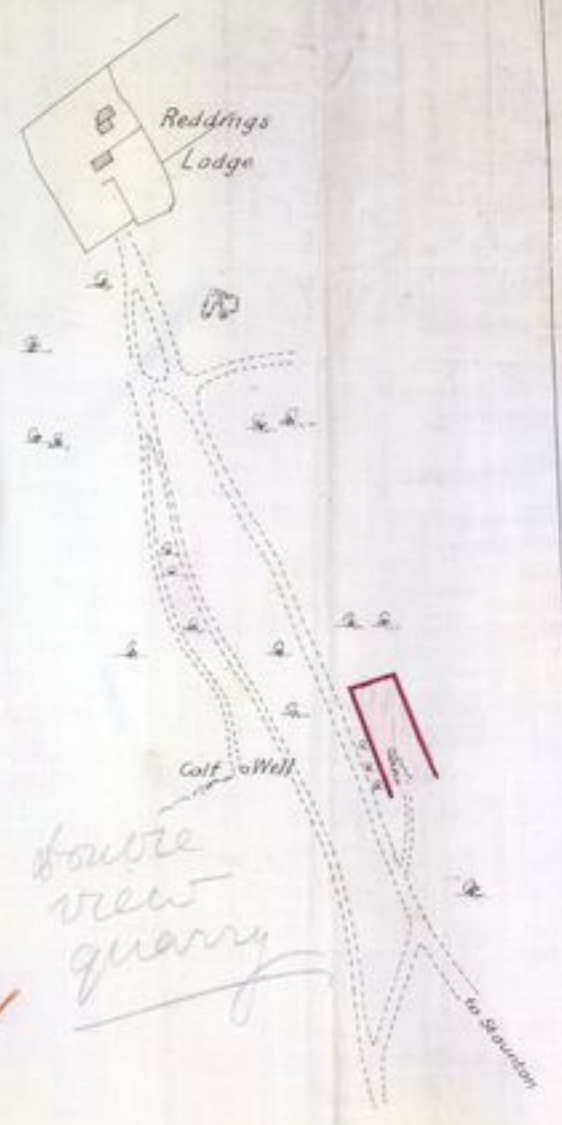
Glos 39.13



Scale, 3 1/27 Chains to an Inch.



Scale, 3 1/27 Chains to an Inch.



Scale, 3 1/27 Chains to an Inch.

Glos. 31.1



Scale, 3 1/27 Chains to an Inch.

The licence to the County Council
now embodied in a copy agreement
granted to J Smiths MB 32. p. 189. 21. 1. 1882

Plan.

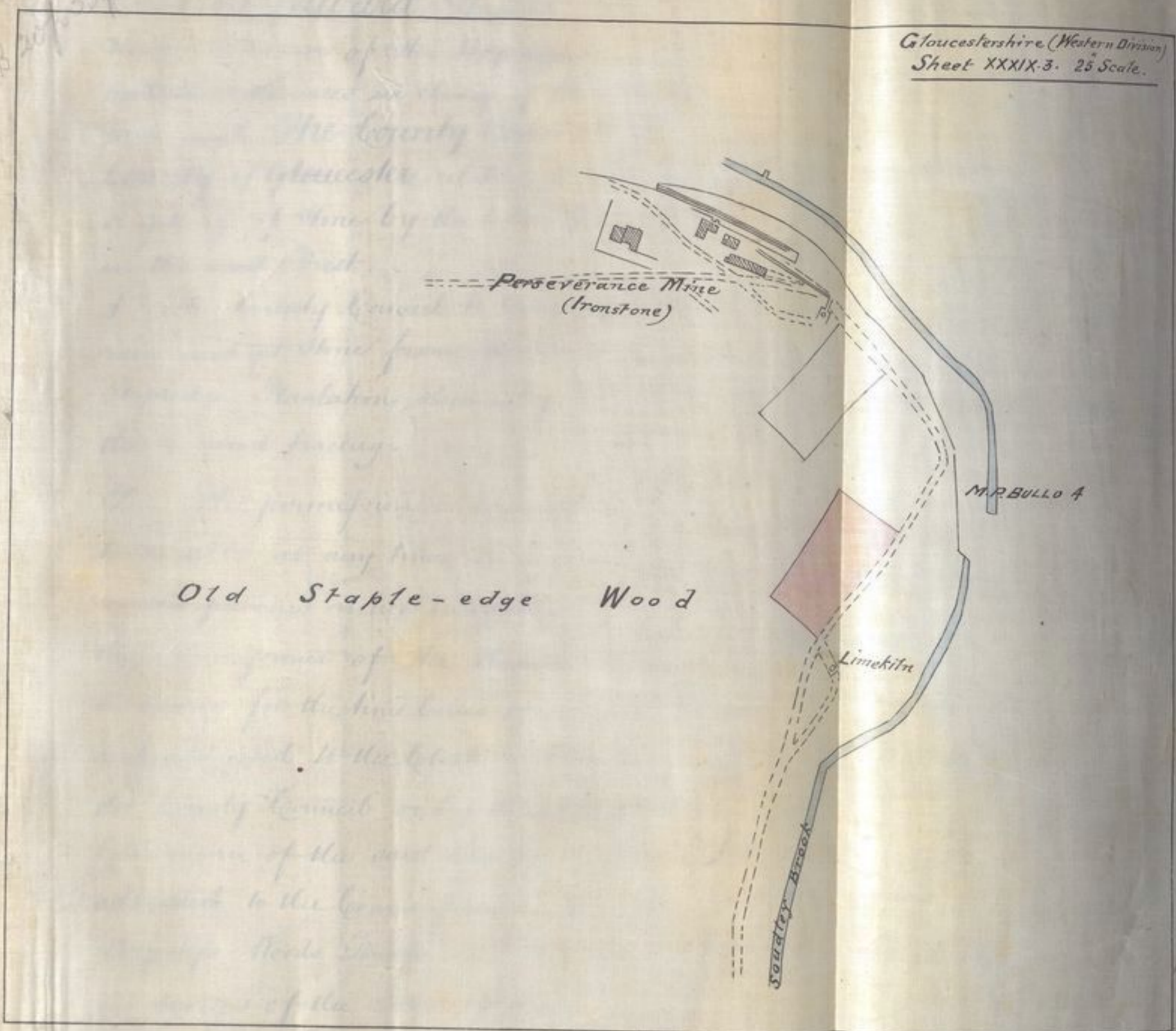
339^{1/2}

File F 887¹

WITH 2131-1897
WITH 2222-1897

MB 207-339^B

Gloucestershire (Western Division)
Sheet XXXIX. 3. 25 Scale.



Old Staple-edge Wood

Perseverance Mine
(Ironstone)

M.R. BULLO 4

Limekiln

Soudby Brook

The licence to the County Council
now embodied in a copy of Agreement
granted to J Smiths M.B. 32. p. 189. 26.1.282

339¹

Plan.

File F887

WITH 2131-1897
WITH 2222-1897

Memorandum of Terms agreed upon
Between Edward Stafford Howard Esquire
the Commissioner of Her Majesty's Woods Forests
and Land Revenues in charge of the Forest of
Dean and The County Council for the
County of Gloucester relative to the raising
or getting of Stone by the latter from Quarries
in the said Forest.

1. The County Council to leave Licence to
raise and get Stone from a Quarry near
Stapledge Plantation shown by red colour on
the annexed tracing.

2. The permission or licence to be
terminable at any time on one Calendar
month previous notice in writing given by
the Commissioner of Her Majesty's Woods &
in charge for the time being of the property
and addressed to the Clerk or Chairman of
the County Council or by the Clerk or
Chairman of the said County Council
addressed to the Commissioner of Her
Majesty's Woods Forests and Land Revenues
in charge of the Forest of Dean.

3. The County Council to pay a royalty
of


of 3^d per yard on all Stone gotten.

4. The County Council to keep the Quarries and the Approaches thereto properly fenced or secured and to work the Quarry so as not to any way to interfere with or damage the roadway adjoining the Quarry.

5. The County Council to furnish on the 1st April and 1st October in every year during the existence of the permission or licence or within fourteen days thereafter a Certificate under the hand of the Surveyor of Highways for the district and countersigned by the County Surveyor certifying the quantity of Stone raised and gotten under the permission or licence during the preceding half year.

6. In case any communication from Her Majesty's Deputy Surveyor to the Clerk to the County Council or County Surveyor as to the fencing of any of the Quarries shall not be promptly attended to Her Majesty's Deputy Surveyor for the time being of the said Forest of Dean to have power at any time by one week's notice in writing given by him and addressed

The licence to the County Council
now embodied in a copy agreement
granted to J Smith 140
WLB 32. p. 189. 26. 2. 1892

+ plan. 

339^t

addressed to the Clerk to the County
Council or to the County Surveyor to stop
the working of any Quarry or Quarries if
in the judgment of the Commissioner or
such Deputy Surveyor such Quarry or Quarries
or the approaches thereto are not properly
fenced or secured.

The County Council of the County of
Gloucester accept the permission on the
above terms in witness whereof they have
affixed their Common Seal this eleventh
day of December 1897.
Plus

John P. Smith



Chairman,
John P. Smith
Clerk of the County Council,

WITH 2131-1892
WITH 2222-1893

*Abandoned
See F2701*

Memorandum of Terms agreed upon
Between ward Stafford Howard
Esquire the Commissioner of Her Majesty's Woods,
Forests and Land Revenues in charge of the Forest of
Dean, and the County Council for the
County of Gloucester relative to the raising
or getting of sand by the latter from a Quarry
in the said Forest.

1. The County Council to have Licence to
raise and get from a Quarry near
Milkwall shewn by red colour on the annexed
tracing.

2. The permission or licence to be
terminable at any time on one calendar
months previous notice in writing given by
the Commissioner of Her Majesty's Woods &
in charge for the time being of the property
and addressed to the clerk or Chairman of
the County Council or by the clerk or
Chairman of the said County Council addressed
to the Commissioner of Her Majesty's Woods
Forests and Land Revenues in charge of the
Forest of Dean.

3. The County Council to pay a royalty
of

Dated 31
Decr. 1897

Isle of
Alderney

Her Majesty's
Principal
Secretary of
State for
War & Naval
Department

— to —

Stafford
Howard
Esq one of
the Commissioners
of Her Majesty's
Woods, Forests
& Land Revenues

Lease
of Quarry
land in the
Island of
Alderney

Commenced
1st Novr 1897
Term of
years 60
Term ends
1st Novr 1957

Rent 5/-

*See with
Lease
W. 1897/25*

of 3^d per yard on all ~~so~~ gotten

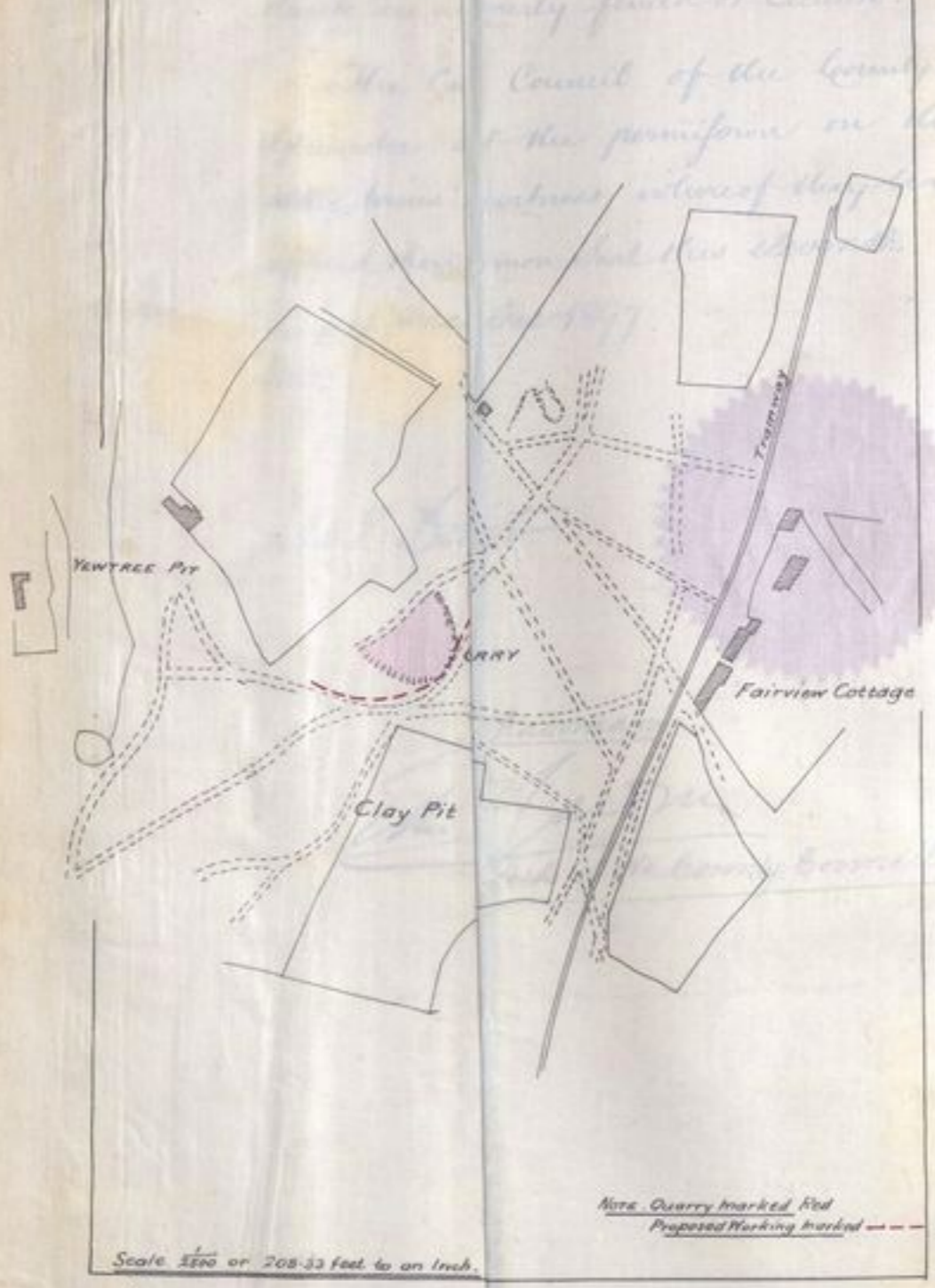
4. The County Council keep the Quarries and the Approaches properly fenced or secured and to work the Quarry or as not in any way to interfere with or damage the roadway adjoining the Qu.

5. The County Council to publish on the 1st April and 1st October in every year during the existence of the permission or licence or within fourteen days thereof a certificate under the hand of the Surveyor of Highways for the district and countersigned by the County Surveyor certifying the quantity of Stone raised and gotten under the permission or licence during the preceding last year.

6. In case any communication from Her Majesty's Deputy Surveyor ^{to the Clerk of the County Council} ~~or~~ ^{as County Surveyor} ~~at~~ the fencing of any of the Quarries shall not be promptly attended to Her Majesty's Deputy Surveyor for the time being of the said Forest of Dean to leave power at any time by one week's notice in writing given by him and addressed to the Clerk to the County Council or to the County Surveyor to stop the working of any Quarry

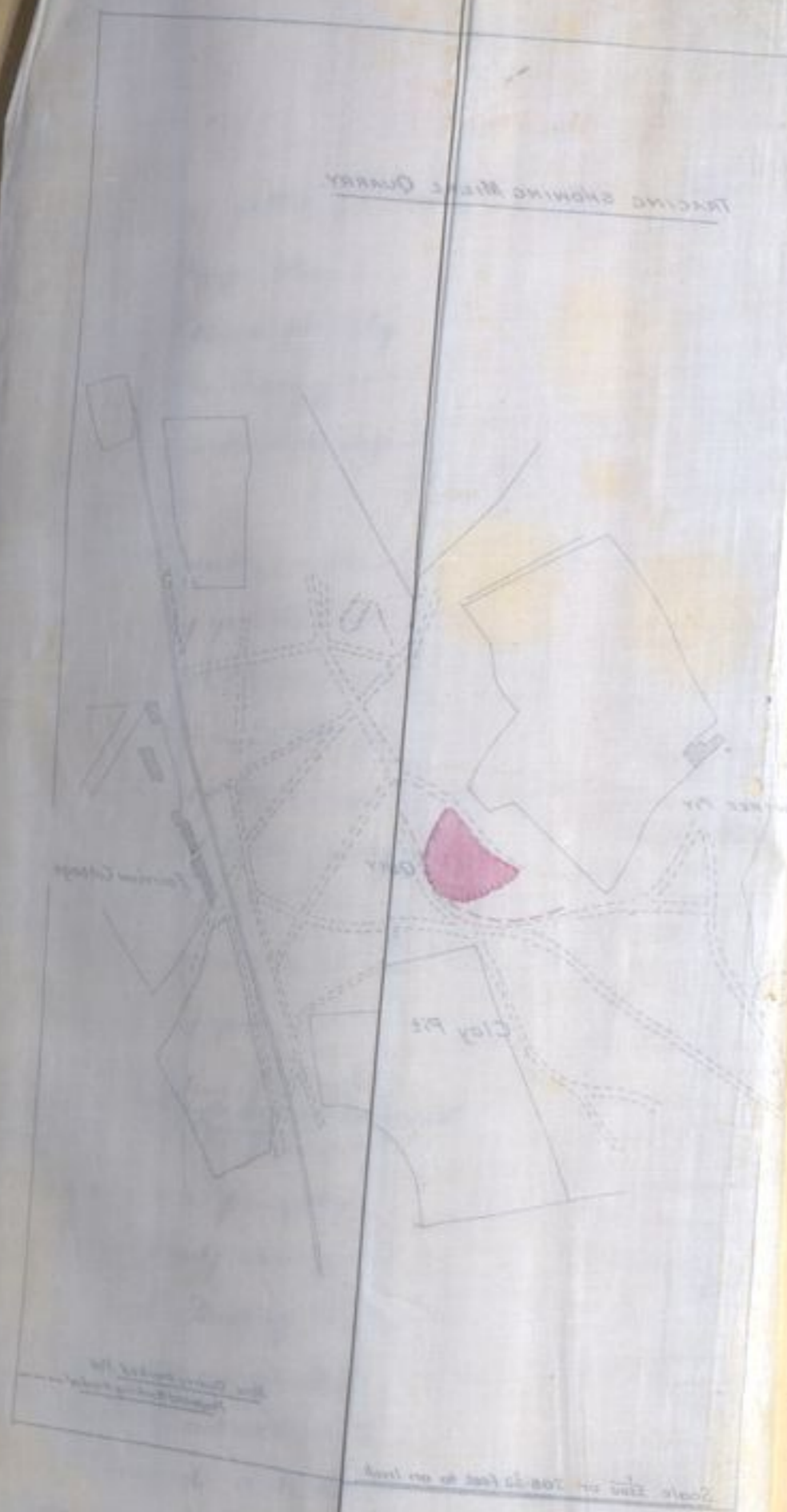
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TRACING SHOWING MIALL QUARRY.



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Tracing showing the Quarry



Quarry or mines if in the judgment of the Commission or such Deputy Surveyor such Quarry Quarries or the approaches thereto are not properly fenced or secured.

The Com Council of the County of Gloucester at the permission on the above terms witness whereof they have affixed their own Seal this eleventh day of December 1897.

John P. Bonstone



Chairman,

Edw. Martin
Clerk of the County Council.

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Assigned to G. Lewson Lower Leg. by deed dated 17 August 1891
See Vol. A. 224. Entry. W. L. B. 28 p. 603

This Indenture

Dated 31st
Dec: 1897

Isle of
Alderney

Her Majesty's
Principal
Secretary of
State for the
War Depart.

Stafford
Howard
Esq one of
the Commiss^{rs}
of Her Majesty's
Woods, Forests
& Land Revenues

Lease
of Quarry
land in the
Island of
Alderney.

Commences
1st Nov: 1896

Term of
years 63

Terminates
1st Nov: 1959

Rent 5/-

See in the
Lease
W. L. B. 256

made the thirty first day of
December One thousand eight hundred and ninety seven Between
Her Majesty's Principal Secretary of State for the War
Department (hereinafter called "the Lessor") of the one part
and Edward Stafford Howard Esquire the Commissioner
of Woods in charge of the Land Revenues of the Crown in the Island
of Alderney acting for and on behalf of Her Majesty (hereinafter
called "the Lessee") of the other part Witnesseth as follows
1. In consideration of the rent and covenants on the part of
the Lessee hereinafter respectively reserved and contained the Lessor
hereby demises unto the Lessee All and singular the pieces
of land or quarry ground belonging to the Lessor and situate in the
Island of Alderney and more particularly delineated on the Plans
annexed to these presents and thereon coloured pink Together with
all the Stone granite and other mineral substances which now are
or at any time hereafter during the term hereby granted shall or may
be opened up and discovered in upon or under the said lands Together
with the following powers and liberties viz^t (a) To dig and search
for work raise and get and make merchantable and carry away all
Stone granite or other mineral substances in from or out of the said
lands and for that purpose (b) To remove and take away any
surface soil and to quarry and to dig sink and drive any new
pits shafts levels trenches dams embankments drains and watercourses
in or about the said Quarries and to use alter and divert any
pits shafts levels trenches dams embankments drains and watercourses
now existing or hereafter to be opened or made in under or upon
the said lands or any part thereof (c) to lay place and stack
in or upon any convenient part of the said lands all or any of
the Stone granite or other produce to be gotten under the powers and
liberties aforesaid and all earth and rubbish which shall be gotten
thrown up or collected in carrying on the Quarries and Works hereby
authorised (d) to carry and convey all such stone granite and other
produce earth and rubbish as aforesaid and all materials used in
and about the said Quarries and works over and along any lands
belonging to the Lessor lying between the said Quarries and any
public highway or railway near thereto including any lands of
the Lessor upon which any Railway not belonging to the Lessor may
be laid down or constructed Provided always that the Lessee shall
at all times during the term hereby granted keep and maintain in
good and sufficient repair all roads belonging to the Lessor upon

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or adjoining or near to the premises hereby demised -
and used by the Lessee for the carriage and transport of
Stone granite and other produce as aforesaid and shall also
during the said term be responsible to the States of Alderney
for any damage or injury which may be caused by him
by such carriage or transport to any Public Roads or
Highways and shall indemnify the Lessor from and against
all actions proceedings claims and demands in respect of
any such damage or injury (e) To make lay down
and place on the lands hereby demised such roads railways
and tramways with proper sidings and other conveniences
as shall be necessary or convenient for carrying and
conveying any such Stone granite and other mineral substances
earth rubbish and materials as aforesaid from and to the
said Quarries and to use the same railways tramway and
sidings for the purposes aforesaid (f) To erect setup and
execute on any convenient part of the said lands such and
so many sheds buildings engines machinery and other
works as the Lessee may deem necessary or convenient for
carrying on the works matters and things hereby authorized
and to use any sheds and buildings now standing on the
said lands for the like purposes (g) To use the water supply
coming from the Spring or Watering place at 'Val Longis' in
the Isle of Alderney now held and enjoyed by the Lessor on
behalf of Her Majesty under a Session dated the tenth day
of January One thousand eight hundred and fifty two from the
Treasurer of the States of Alderney to Thomas Nicholas Barbenon
Esquire Her Majesty's Procurer of Alderney subject to the
conditions and stipulations of the said Session and for that purpose
at his own expense to tap the main pipes leading from the
said Spring or Watering place at Val Longis aforesaid to the Tank
at Braye in the Isle of Alderney and to conduct the water
therefrom through any pipes or channels to the lands and
quarries hereby demised for the purpose of using the same in
working the said Quarries Provided that such right of user
of the said water shall not be exercised so as in any manner
to diminish or interfere with the quantity of twenty tons of
water for every twenty four hours stipulated by the said
Session to be supplied or conducted to the said Tank at
Braye aforesaid and shall also be without prejudice to any

further supply of water which may be required by the Lessor
 at any time for any Naval or Military purposes. Provided also
 that the Lessee shall at his own expense make good all damage or
 injury which may be caused to the said main pipes by such tapping
 thereof as aforesaid and that the Lessee shall also pay to the Lessor
 a reasonable proportion of keeping in repair the said Spring or
 Watering place and the main pipes leading to the said Tank at
 Bray aforesaid therefrom the amount of such proportion to be determined
 in case of difference by Arbitration pursuant to the provisions of the
 Arbitration Act 1889 or any then subsisting Statutory Modification
 thereof for the time being (h) To do all such other acts and things
 and use all such other devices and means for searching for working
 raising getting making merchantable and carrying away the stone
 granite and other mineral substances in upon or under the said
 lands and for exercising and enjoying all or any of the powers and
 liberties hereby granted as shall or may be found necessary or
 convenient Except and reserving unto the Lessor liberty for
 him and his Officers Agents Servants and Workmen to dig and get Stone
 from and out of any part of the lands hereby demised for military purposes
 or for the use of the War Department but not for any other purpose or use
 and to remove and carry away the same by means of any railways or
 tramways for the time being laid down and placed upon the said lands
 whether by the lessor or otherwise but so as not to interfere with the
 operations of the Lessee To hold the premises hereinbefore demised
 unto the Lessee from the first day of November One thousand eight hundred
 and ninety six for the term of Sixty three years in trust nevertheless
 for the Queen's Majesty Her Heirs and Successors ^{yearly} Paying therefor to
 the Lessor during the said term the yearly rent of Five Shillings by
 yearly payments on the first day of November in every year the first
 of such payments having become due on the first day of November
 One thousand eight hundred and ninety seven

2 The Lessee covenants with the Lessor as follows:

(1) The Lessee shall pay the rent hereby reserved at the time and in
 manner aforesaid and also pay and discharge all taxes rates assessments
 and impositions whatsoever (if any) which shall from time to time be
 charged assessed or imposed upon the said demised premises or any
 part thereof or upon the Owner thereof by authority of Parliament
 or otherwise.

(2) The Lessee shall not at the exercise of the powers and liberties hereby
 granted cause any unnecessary damage or injury to the surface of the

all times during the said term keep all sheds buildings and other erections and works now standing or being or which shall hereafter be erected or set up in or upon the said lands under the powers and liberties hereby granted in good and substantial repair and condition.

(3) The Lessee shall at the end or sooner determination of the term hereby granted peaceably and quietly yield up possession of the premises hereby demised to the lessor together with any buildings and erections of a permanent character there erected and standing thereon.

(4) The Lessee shall from time to time and at all times during the term hereby granted securely fence round and keep fenced round by proper and sufficient fences all Quarries and workings for the time being existing on the said lands hereby demised and shall at the end or sooner determination of the said term slope off the scarps or faces of all Quarries worked or used under the Liberties hereby granted or shall otherwise permanently fence round and protect the same.

(5) The Lessee shall not in the exercise of the powers and liberties hereby granted cause any unnecessary damage or injury to the surface of the said lands hereby demised and shall make full satisfaction to the tenants or occupiers of any adjoining lands belonging to the lessor for any damage or loss which may be sustained by them by reason of any horses cattle sheep or other animals falling into or getting on the said Quarries railways tramways or other ways through any neglect or default of the Lessee or his Agents servants or workmen the amount of such compensation to be settled by Arbitration in case of difference according to the provisions of the Arbitration Act 1889. Provided always that it shall be lawful for the lessor or his Agent at all reasonable times during the said term to enter into and upon the said Quarries hereby demised and to inspect the state and condition of the same and of the erections and works thereon or therein.

(6) The Lessee shall not (except as hereinafter provided) assign or demise the lands and premises hereby demised or any part thereof for all or any part of the said term without the previous consent in writing of the lessor. Provided that the Lessee may grant leases or licences for terms not exceeding twenty one years of any part of the said lands and quarries with similar powers

and liberties to those hereinbefore granted so far as they may be necessary for quarrying operations but every such lease or licence shall be made subject to the same reservations covenants and conditions so far as the same shall be applicable to the case as are herein contained.

(7.) All surface and other rents and royalties arising from the granting of any Leases or Licences under the preceding Clause and all other profits (if any) derived from the working of the said Quarries in each year and payable to or received by the Lessee on behalf of Her Majesty after deducting ten per cent therefrom in respect of management and in addition any other special expenses of management incurred to persons not being ordinary Officers of Her Majesty's Office of Woods shall be dealt with as follows: Within a reasonable time after the receipt thereof one moiety shall be paid by the Lessee to the Lessor and out of the remaining moiety the Lessee shall pay to the Lessor a sum equal to a half part of the net revenue arising from Crown Quarries in the Island of Alderney (other than the Quarries demised by these Presents) in charge of the Commissioners of Woods during the same year or if such half ^{part} exceeds the said remaining moiety then the whole of such remaining moiety and also such an additional sum as together with the said remaining moiety will make up an amount equal to one half part of the net revenue arising from the said Crown Quarries. Such payments shall be made to the Lessor on behalf of the War Department and shall be deemed to be by way of rent but not with the incidents attaching to rent strictly so called and as a consideration for the demise made by these presents.

(8) In each year of the term when the net receipts from Harbour dues on vessels loading and unloading at the New Pier are sufficient in any year (after deducting therefrom a proportionate part (to be settled in case of dispute by the Treasury) of the Salary of the Harbour Master for the time being and the amount which has been spent in respect of repair and maintenance) to provide the interest (if any) on the capital outlay on the erection of the Pier after the rate of three and a half per cent ^{per annum} and the contribution (if any) for such year to a sinking fund to repay such Capital outlay in twenty years on the three and a half per cent ^{per annum} Table then in any such year any balance thereof or if no such interest or contribution shall be payable then the whole thereof subject to the aforesaid deductions, shall be apportioned according to

the respective total dues on vessels carrying Stone and on vessels carrying other cargoes during such year and a sum of money equal to a moiety of the amount or apportioned in respect of dues on vessels carrying Stone shall in each year be paid to the Lessor and shall be deemed to be by way of rent but not with the incidents attaching to rent strictly so called and as a consideration for the demise made by these presents.

3. The Lessor covenants with the Lessee as follows ^{and}

(1) The Lessee paying the rent hereby reserved and observing and performing the covenants and conditions herein contained and on his part to be observed and performed shall peaceably and quietly hold and enjoy the premises hereby demised for and during the term hereby granted without any lawful interruption from or by the Lessor or any person rightfully claiming from or under him.

(2) The Lessee may before or at any time within six calendar months after the expiration or sooner determination of the said term remove and carry away and convert to his own use all the Stone Granite and other mineral substances then gotten but not sold used or disposed of and all the engines tools machinery working gear and plant which shall have been provided by him for the purposes of the works hereby authorized.

4. It is agreed and declared as follows:

(a) If the rent hereby reserved or any part thereof shall be behind or unpaid for the space of sixty days next after any of the days whereon the same ought to be paid as aforesaid, whether the same shall have been legally demanded or not or if the Lessee shall commit any breach of the covenants and conditions contained in this Lease and on his part to be observed and performed or any of them then and in any such case it shall be lawful for the Lessor at any time thereafter and although he may not have taken advantage of some previous default of a like nature into and upon the quarries and premises hereby demised or any part thereof in the name of the whole to re-enter and the same to have again repossess and enjoy as of his former Estate.

(b) In case at any time hereafter and before the determination of the said term hereby granted any portion of the premises hereby demised shall be required by the Lessor for military purposes and three calendar months notice in writing of the

same being so required signed by or on behalf of the Lessor shall be delivered to or left for the Lessee at Her Majesty's Office of Woods in London then the Lessee shall at the expiration of the said three calendar months surrender such portion of the premises hereby demised as shall be included in such notice unto the Lessor and the term hereby granted shall so far as regards such portion from thenceforth determine but without prejudice nevertheless to the rights or remedies of either of the said parties under this present lease in respect of any breach theretofore committed of any of the covenants hereinbefore contained. And the Lessor shall not in any such case be bound to make any compensation to the Lessee in respect of any consequent depreciation of any buildings or plant or otherwise howsoever by reason of such surrender. Provided always that in case such portion of the premises so required shall in the aggregate constitute more than one fourth part of all the said premises hereby demised then it shall be lawful for the Lessee if he shall so desire within three months after the receipt of such notice as aforesaid to signify in writing to the Lessor his desire to determine this lease altogether and in such case this lease shall at the expiration of such notice altogether cease and determine but without prejudice to the rights and remedies aforesaid.

(c) In case at any time hereafter and before the determination of the said term hereby granted any portion of the said premises hereby demised shall be no longer required for actual quarrying operations or for auxiliary purposes connected therewith the Lessee shall forthwith give to the Lessor at the War Office in London notice in writing of his intention to abandon and deliver up possession to the Lessor of such portion of the said premises and at the expiration of three calendar months after such notice the term hereby granted shall so far as regards the said portion comprised in the said notice from thenceforth absolutely determine but without prejudice nevertheless to the rights or remedies of either of the said parties hereto in respect of any breach theretofore committed of the covenants hereinbefore contained. Provided that this Clause shall not apply to any merely temporary cessation of Quarrying operations.

(d) In case at any time hereafter and before the determination of the term hereby granted possession of the said premises hereby demised or any part thereof shall be required by the Lessor for any urgent military purpose the Lessor may forthwith without the necessity of giving any notice of his intention so to do enter into

possession of the said premises or any part thereof and occupy the same during such emergency for such period as he shall in his discretion think fit and shall permit the Lessee on the termination of such temporary occupation of the Lessor again to reenter upon and resume possession of the premises of which possession shall have been so taken by the Lessor for the then remainder of the term hereby granted. And in such case the Lessor shall not be liable to make any compensation to the Lessee for any loss sustained by him or any damage caused to the demised premises by reason of such temporary occupation by the Lessor.

(e) If and whenever it shall be agreed between the parties hereto that further land and quarry ground belonging to the Lessor in the Island of Alderney shall become subject to the terms of this present lease then upon the Lessor signifying his consent in writing by a Memorandum to be sent or given to the Lessee at Her Majesty's Office of Woods in London written on a tracing showing the definite area to which it applies in the words following "I consent to the land shown by pink colour being dealt with as a Quarry Area by the Commissioners of Woods under the lease dated the day of 1897" such land or quarry ground shall thereupon become subject to the terms of these Presents as if the same had been originally hereby demised and coloured pink ^{one of} on the said Plans annexed hereto.

(f) All rights and obligations of the Lessor and Lessee under these Presents shall be incident to and devolve with the reversion expectant on this Lease and the leasehold interest hereby created and shall accordingly be respectively enjoyed and observed and performed by the person or persons in whom such reversion and leasehold interest respectively 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 have hereunto set their hands and seals the day and year first above written.

Lausdowne (St.)

E Stafford Howard (St.)

Signed sealed and delivered by Her Majesty's Principal Secretary of State for the War Department in the presence of
Charles G. Melby
War Office
Private Secretary

Signed sealed and delivered by the within named Edward Stafford Howard in the presence of
Alex Campbell JP Carmarthenshire
14 Michaels Grove
London
J.W.

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.
W. J. Green
Asst to the Keeper of the Records

5th January 1898.

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L.R.B.
Merged
Dec 21