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Copy

DEAN FOREST.

Articles of Agreement made the 23rd day of april One Thousand nine hundred and three Between THE KING'S MOST EXCELLENT MAJESTY of the first part EDWARD STAFFORD HOWARD Esquire C.B. a Commissioner of His Majesty's Woods Forests and Land Revenues of the second part and Thomas Jessop of Parkend in the County of Gloucester, Engine Driver (hereinafter called "the said Tenant") of the third part

THE said EDWARD STAFFORD HOWARD as such Commissioner as aforesaid on behalf of His Majesty hereby agrees to let to the said tenant who hereby agrees with His Majesty to take and rent as tenant to His Majesty ALL THAT Cottage and premises situate near Parkend Railway Station in the Forest of Dean in the County of Gloucester and more particularly delineated on the Plan annexed hereto and thereon coloured red

lately in the occupation of J. H. Deakin

together with the fixtures therein TO HOLD the same hereditaments to the said tenant from the 16th day of March 1903

Inrolled 29 april 1903

as tenant from ~~year~~ month to ~~year~~ month (the tenancy being however determinable as after mentioned) at the ~~yearly~~ rent of eleven shillings to be paid to the Deputy Surveyor of Dean Forest per calendar month free from all taxes rates and deductions whatsoever (except Landlord's property tax) by equal ~~Quarterly~~ monthly payments on the sixteenth day of each month ~~the _____ day of _____ the _____ day of _____ and the _____ day of _____ in every year~~ the first ~~Quarterly~~ monthly payment to be due on the sixteenth day of April 1903 ——— AND the said tenant hereby agrees that he will pay to the King's Majesty the said ~~yearly~~ monthly rent of Eleven shillings ——— 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~~ monthly day of payment next preceding the expiration of the said tenancy and the day on which the same shall expire AND also will not do or suffer any damage to the said premises and will at all times well and properly manage and cultivate the said land and keep and leave the same clean and in good heart and condition and will also keep the windows and doors in good repair and the ceilings and interior walls properly cleaned and whitewashed and will on the determination of the tenancy hereby created deliver up the said premises in such repair and condition as aforesaid to the King's Majesty his heirs or successors or to the said Edward Stafford Howard or other the Commissioner or Commissioners for the time being of His Majesty's Woods Forests and Land Revenues having the management of the said premises (hereinafter called "the said Commissioner or 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 the said tenant further agrees that he will so far as possible keep a watch over and protect the Crown Property in the neighbourhood of the premises from injury or damage AND IT IS HEREBY AGREED that it shall be lawful for the said Commissioner or Commissioners or his or their agent to determine this tenancy at any one of the ~~Quarterly~~ monthly days hereinbefore mentioned either in the first or any subsequent year thereof by giving to the other of them ~~three~~ one calendar months' previous notice in writing of his or their intention so to do and if such notice shall proceed from the said Commissioner or Commissioners the same may be given to the said tenant or left for him upon the said premises and if such notice shall proceed from the said tenant the same shall be left at the Office of the Commissioners of His Majesty's Woods Forests and Land Revenues AND the said EDWARD STAFFORD HOWARD doth [illegible] that this Agreement shall be deemed to be fully and sufficiently inrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Inrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Inrolments IN WITNESS whereof the said parties to these presents of the second and third parts have hereunto subscribed their names the day and year first above written.

O.S. 39.10.

Parkend

Old Iron Works

Fountain Inn

Scale, 1/2500.

Signed by the above-named EDWARD STAFFORD HOWARD in the presence of
Chas E Howlett
O. of W.
S.W.

(Sd) E. Stafford Howard

Signed by the above-named Thomas Jessop. in the presence of
William H Morris
Address Danby Lodge
Forest Keeper
Occupation Dean Forest

(Sd) Thomas Jessop

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

Signed by the above-named EDWARD STAFFORD HOWARD in the presence of
Chas E Howlett
O. of W.
S.W.

(Sd) E. Stafford Howard

Signed by the above-named Thomas Jessop. in the presence of
William H Morris
Address Danby Lodge
Occupation Forest Keeper
Dean Forest

(Sd) Thomas Jessop

DEAN FOREST.

Dated 190 .

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

AND

AGREEMENT for letting

on a Yearly Tenancy from the
190 .

Rent £ per Annum.

W B & L (x)—4687—250-2-3

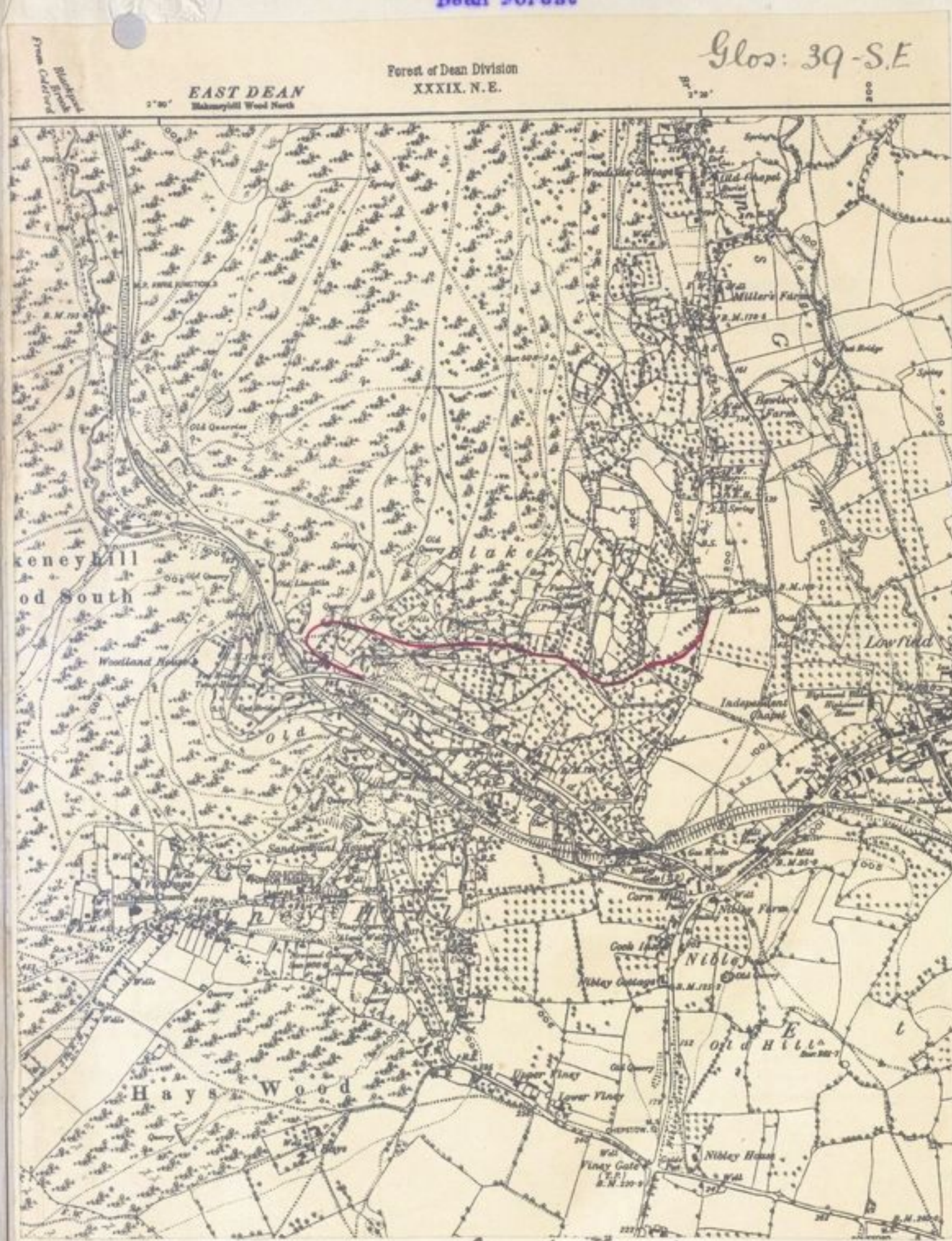
20

With F1194.

Lett F1385/03

Dean Forest

Glos: 39-S.E



Forest Keeper

DEAN FOREST.

Dated 190 .

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

With 51194.

Lett F1385/03

Dean Forest

File 1252

I, Edward Stafford Howard, Commissioner of His Majesty's Woods, Forests and Land Revenues, hereby certify that the piece of road over Blakeney Hill, shewn by a pink line on the Map attached hereto, and referred to in the Agreement with the Rural District Council of East Dean & United Parishes, dated 28th December 1897, has been completed to my satisfaction.

E. Stafford Howard

Office of Woods &c.,

23rd April 1903.

I hereby certify that I delivered a duplicate of this Certificate and Plan to Mr. M. F. Carter at his office on April 30th 1903

W. H. Morris

Forest Keeper

TINTERN ESTATE.

Dated 190 .

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

AND

Copy.

TINTERN ESTATE.

Agreement made the 18th day of January One thousand nine hundred and three Between the KING'S MOST EXCELLENT MAJESTY of the first part EDWARD STAFFORD HOWARD Esquire C.B. a Commissioner of His Majesty's Woods of the second part and James Mackie, Crown Mason, Chapel Hill, Chepstow, in the County of Monmouth (hereinafter called "the Tenant") of the third part

WHEREBY the said EDWARD STAFFORD HOWARD as such Commissioner agrees to let to the tenant who agrees with His Majesty to take ALL THAT Cottage and three pieces or parcels of land commonly called Old House Grounds Nos. 153, 163 & 164 on Sheet XXVI. 1. of the Ordnance Survey of the Parish of Chapel Hill & containing together 1a. 0r. 34p. or thereabouts Together with the appurtenances which premises are colored red on the plan annexed hereto Except and reserving to His Majesty all timber and other trees and all mines and minerals with free access to cut work and carry away the same And also reserving to His Majesty (subject to the provisions of the Ground Game Act 1880) the exclusive right to all game and rabbits with liberty to shoot fish hunt course and sport upon the said premises

TO HOLD the said premises to the tenant from the 25th day of March 1902 as tenant from year to year (determinable as hereinafter mentioned) at the yearly rent of Five Pounds to be paid to the Crown Receiver for Tintern free from all deductions whatsoever except Landlord's property tax and Tithe Rent charge) by equal half yearly

Inrolled 19th January

payments on the 25th day of March & the 29th day of September in every year the first half yearly payment ~~to be~~ having become due on the 29th day of September 19 02 And the last payment to be made in advance one Calendar month before the expiration of the tenancy AND the tenant hereby agrees that he will pay to the King's Majesty the said yearly rent of Five Pounds

on the days and in the manner aforesaid And will also pay the land tax sewer rates and all other rates taxes assessments and outgoings whatsoever (except the Landlord's property tax and Tithe Rent charge) 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 half yearly day of payment next preceding the expiration of the said tenancy and the day on which the same shall expire AND also will keep any gates fences ditches and drains on the said premises 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 inside of the said premises in good repair and condition and the windows properly glazed and mended and will on the determination of the tenancy hereby created deliver up the said premises in such good repair and condition as aforesaid to the King's Majesty his heirs or successors or to EDWARD STAFFORD HOWARD or other the Commissioner or Commissioners for the time being of His Majesty's Woods having the management of the said premises (hereinafter called "the Commissioner") or to whom he or they may appoint And will not without the consent in writing of the Commissioner assign underlet or part with the possession of the said premises or any part thereof And will permit the Commissioner or his agent at any time or times during the said tenancy to enter into and inspect the state and condition

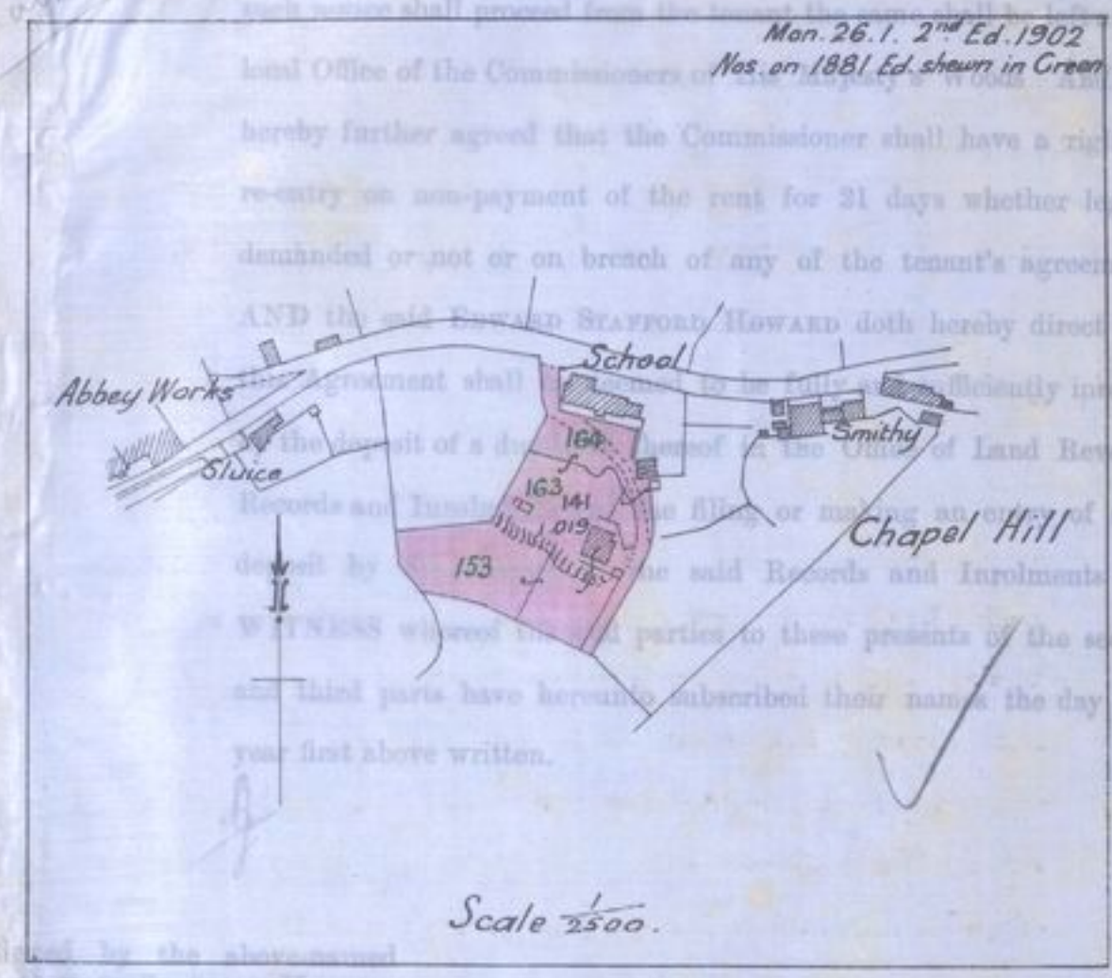
Abbey

Signed by th

James

in the prese

of the said premises and to execute any works thereon or to place thereon any notice AND IT IS HEREBY AGREED that section 33 of the Agricultural Holdings (England) Act 1883 shall not apply and if notice to determine this tenancy shall proceed from the Commissioner the same may be given to the tenant or left for him upon the said premises or sent to him ——————— by Registered Post and if such notice shall proceed from the tenant the same shall be left at the head Office of the Commissioners of the Majesty's Woods. AND it is hereby further agreed that the Commissioner shall have a right of re-entry on non-payment of the rent for 21 days whether legally demanded or not or on breach of any of the tenant's agreements AND the said EDWARD STAFFORD HOWARD doth hereby direct that the said growment shall be secured by an fully and sufficiently installed upon the deposit of a duplicate thereof at the Office of Land Revenue Records and Inrolments, the filing or making an entry of such deposit by the said Records and Inrolments. IN WITNESS whereof the parties to these presents of the second and third parts have hereunto subscribed their names the day and year first above written.



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

Chas. E. Howlett
Office of Woods,
1, Whitehall Place,
London. S.W.

(sgd.) E. Stafford Howard

Signed by the above-named
James Mackie
in the presence of

John Roberts
Crown Lodge, Tintern.
Crown Keeper.

(sgd.) James Mackie

of the said premises and to execute any works thereon or to place thereon any notice AND IT IS HEREBY AGREED that section 33 of the Agricultural Holdings (England) Act 1883 shall not apply and if notice to determine this tenancy shall proceed from the Commissioner the same may be given to the tenant or left for him upon the said premises or sent to him ———— by Registered Post and if such notice shall proceed from the tenant the same shall be left at the local Office of the Commissioners of His Majesty's Woods And it is hereby further agreed that the Commissioner shall have a right of re-entry on non-payment of the rent for 21 days whether legally demanded or not or on breach of any of the tenant's agreements AND the said EDWARD STAFFORD HOWARD doth hereby direct that this Agreement shall be deemed to be fully and sufficiently inrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Inrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Inrolments IN WITNESS whereof the said parties to these presents of the second and third parts have hereunto subscribed their names the day and year first above written.

ed by the above-named
OWARD STAFFORD HOWARD
the presence of

Chas. E. Howlett
Office of Woods,
1, Whitehall Pce.,
London. S.W.

(sgd.) E. Stafford Howard

Signed by the above-named
James Mackie
in the presence of

(sgd) James Mackie

John Roberts
Crown Lodge, Tintern.
Crown Keeper.

TINTERN ESTATE.

Dated 190 .

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

AND

AGREEMENT for letting

on a Yearly Tenancy from the

Rent £ per Annum.

W B & L (x)—2811—250-12-2

Copy Jobe 02-03

No. 8.

To all to whom these presents shall come EDWARD STAFFORD HOWARD Esquire C.B. the Commissioner of Woods in charge of the Land Revenues of the Crown in the County of Monmouth on behalf of the King's Most Excellent Majesty SENDETH GREETING WHEREAS the *messuage* lands and hereditaments hereinafter more particularly described and intended to be hereby conveyed are held of His Majesty in right of His Crown by Thomas Elliot, farm labourer of Cutbrook near Tintern in the County of Monmouth at the Cot rent of £ 2s/6d. per annum AND WHEREAS the said EDWARD STAFFORD HOWARD as such Commissioner as aforesaid hath contracted with the said Thomas Elliot for the sale to him of the said premises for the sum of £ 45:0:0 NOW KNOW YE that in consideration of the sum of £ 45:0:0 by the said Thomas Elliot paid to the said EDWARD STAFFORD HOWARD as such Commissioner as aforesaid before the execution of these presents (the receipt whereof the said EDWARD STAFFORD HOWARD doth hereby acknowledge) the said EDWARD STAFFORD HOWARD on behalf of His Majesty and under the powers of the Crown Lands Acts 1829 to 1894 doth by these presents grant and convey unto the said Thomas Elliot and his heirs All that piece or parcel of

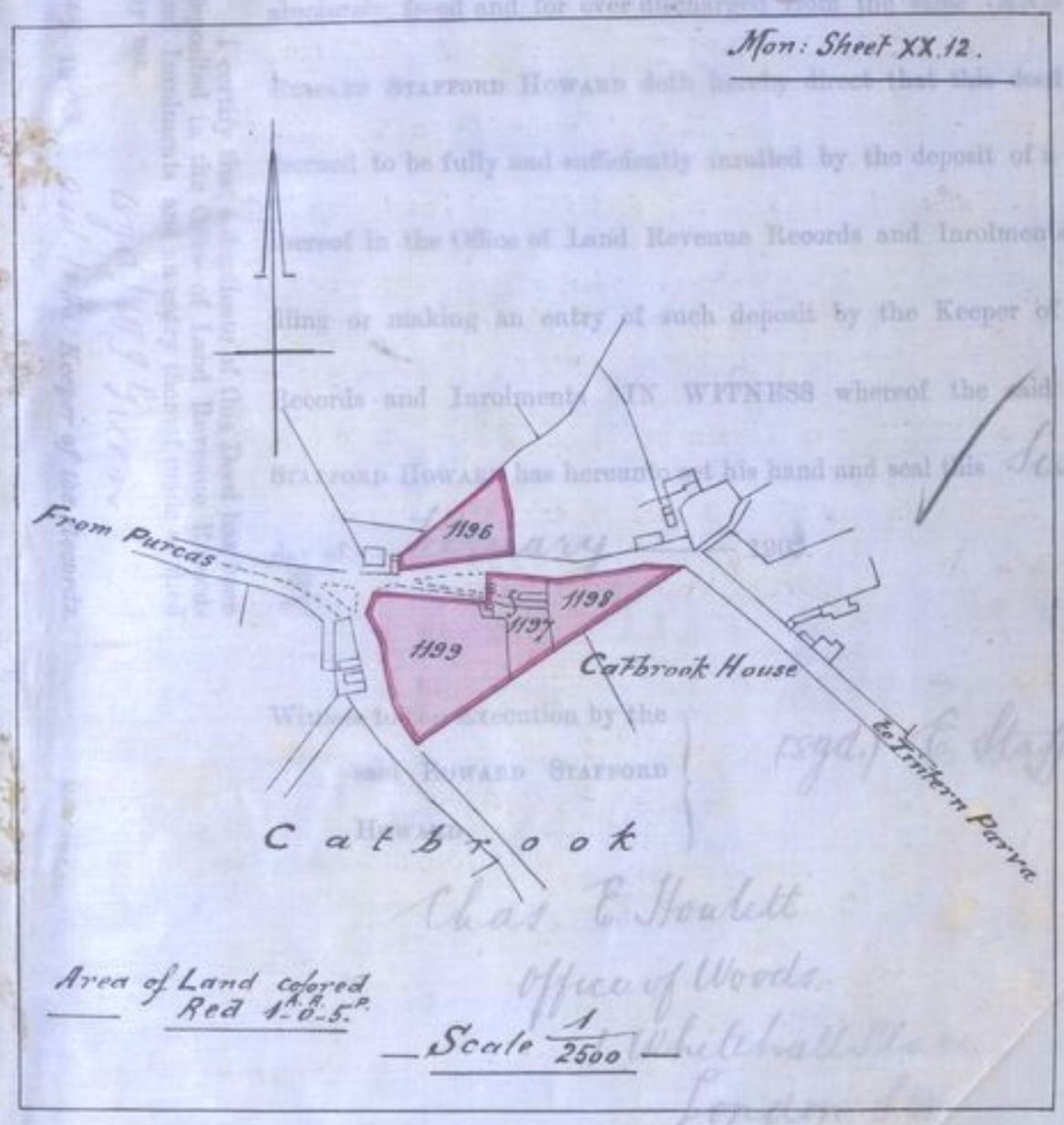
No. 8.

Parva

land _____ containing 1a. 0r. 5p. or thereabouts situate at Catbrook aforesaid in the County of Monmouth

together with the messuage erected thereon which said land and premises are delineated and coloured red on the plan to these presents save and except out of this Grant all mines minerals stone and other substrata whether of a metallic or of any other nature within under or upon the said land and premises with full power from time to time and at all times for ever hereafter to enter upon search for work use raise carry away and enjoy the same as fully and effectually to all intents and purposes as if this Grant had not been made AND ALSO save and except full power from time to time and at all times hereafter to search for work dress use raise carry away and enjoy any other mines minerals stone or substrata belonging to His Majesty and lying beyond the limits of the land and premises hereby granted through or over the same as fully and effectually to all intents and purposes as if this Grant had not been made AND ALSO save and except out of this Grant (but subject to the provisions of the Ground Game Act 1880) all Game Wild Fowl Rabbits and Fish with the exclusive right for His Majesty His Heirs Successors and Assigns and all persons authorised by him or them at all times to preserve the same and of hunting shooting fishing coursing and sporting over and on the said land and premises TO HOLD the said premises unto and to the use of the said Thomas Elliot

his heirs and assigns for ever and to the intent that the said rent of £2 2s. 1½d. ——— shall cease and be extinguished and that the said Thomas Elliot his heirs or assigns may be



Mr. Feb

XX. 8.

Parva

Howard

Chas. E. Howlett
Office of Woods,
Whitehall Place
London

his heirs and assigns for ever and to the intent that the said rent of £2 2s. 16d. ——— shall cease and be extinguished and that the said Thomas Elliot his heirs & assigns may be absolutely freed and for ever discharged from the same 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 EDWARD STAFFORD HOWARD has hereunto set his hand and seal this Sixth day of February ——— 1903.

Witness to the Execution by the said EDWARD STAFFORD HOWARD } (sgd.) E. Stafford Howard

Chas. E. Houlett
Office of Woods,
1, Whitehall Place
London. S.W.

Th. February 1903

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.

(sgd.) W. J. Greer
Asst. to the Keeper of the Records.

Intern Estate

Copy Feb 02 No. 9.

To all to whom these presents shall come EDWARD STAFFORD HOWARD Esquire C.B. the Commissioner of Woods in charge of the Land Revenues of the Crown in the County of Monmouth on behalf of the King's Most Excellent Majesty SENDETH GREETING WHEREAS the *messuage* lands and hereditaments hereinafter more particularly described and intended to be hereby conveyed are held of His Majesty in right of His Crown by Charles Richards of Cheddon near Trellech in the County of Monmouth, labourer at the Cot rent of 4 7 shillings per annum AND WHEREAS the said EDWARD STAFFORD HOWARD as such Commissioner as aforesaid hath contracted with the said Charles Richards for the sale to him of the said premises for the sum of £ 100 : 0 : 0 NOW KNOW YE that in consideration of the sum of £ 100 : 0 : 0 by the said Charles Richards paid to the said EDWARD STAFFORD HOWARD as such Commissioner as aforesaid before the execution of these presents (the receipt whereof the said EDWARD STAFFORD HOWARD doth hereby acknowledge) the said EDWARD STAFFORD HOWARD on behalf of His Majesty and under the powers of the Crown Lands Acts 1829 to 1894 doth by these presents grant and convey unto the said Charles Richards and his heirs All ~~that~~ those pieces or parcels of

X. 8.

Parva

Page 24

land ——————————— containing 2a. 3r. 30p. or

thereabouts situate at in the County of Monmouth

together with the messuage erected thereon which said land and premises are delineated and coloured red on the plan to these presents save and except out of this Grant all mines minerals stone and other substrata whether of a metallic or of any other nature within under or upon the said land and premises with full power from time to time and at all times for ever hereafter to enter upon search for work use raise carry away and enjoy the same as fully and effectually to all intents and purposes as if this Grant had not been made AND ALSO save and except full power from time to time and at all times hereafter to search for work dress use raise carry away and enjoy any other mines minerals stone or substrata belonging to His Majesty and lying beyond the limits of the land and premises hereby granted through or over the same as fully and effectually to all intents and purposes as if this Grant had not been made AND ALSO save and except out of this Grant (but subject to the provisions of the Ground Game Act 1880) all Game Wild Fowl Rabbits and Fish with the exclusive right for His Majesty His Heirs Successors and Assigns and all persons authorised by him or them at all times to preserve the same and of hunting shooting fishing coursing and sporting over and on the said land and premises TO HOLD the said premises unto and to the use of the said Charles Richards

3r. 30p. or

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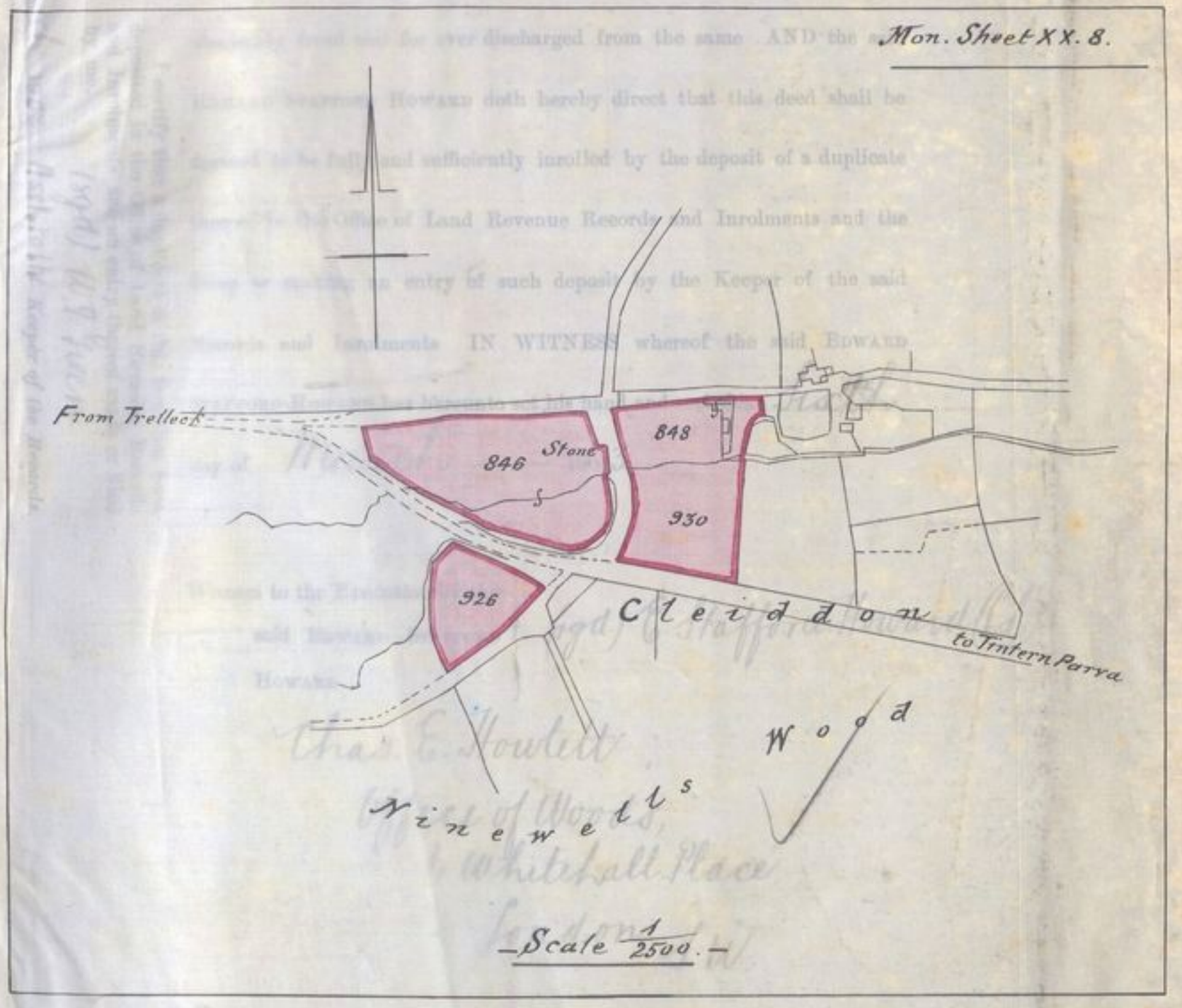

his heirs and assigns for ever and to the intent that the said rent of £ 7 shillings shall cease and be extinguished and that the said Charles Richards his heirs & assigns may be absolutely freed and for ever discharged from the same AND the said EDWARD STAFFORD HOWARD doth hereby direct that this deed 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 EDWARD STAFFORD HOWARD has hereunto set his hand and seal this Sixth day of March —— 1903

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.

(sgd.) W. J. Fleer

Asst. to the Keeper of the Records.

6th March 1903

Witness to the Execution by the said EDWARD STAFFORD HOWARD } (sgd.) E. Stafford Howard (Seal)

Chas. E. Howlett

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

Sched 9 / 04

Dated 5th February 1903.

Forest of Dean.

E. Stafford Howard. Esq CB. a Commissioner of Woods to The Forest of Dean Stone Firms Limited

Lease of Quarry No 568.

Commencing 29/9. 1901.
Term of Years. 21.
Expires 29/9 1922.

Certain Rent £5. p. a.

Royalties as within mentioned

This Indenture made the fifth day of February One thousand nine hundred and three Between The Kings Most Excellent Majesty of the first part Edward Stafford Howard Esquire C.B. Gavelle of the Forest of Dean and the Commissioner of His Majesty's Woods in charge of the hereditaments hereinafter described of the second part and The Forest of Dean Stone Firms Limited whose registered office is at 44 High Street in the City of Bristol (hereinafter called "the lessees") of the third part Witnesseth that in consideration of the rent and royalty hereinafter reserved and of the covenants hereinafter contained the said Edward Stafford Howard as such Commissioner as aforesaid on behalf of His Majesty Doth demise and lease unto the lessees All and singular the Quarries beds and veins of stone within all that stone quarry situate at Little Berry in Ruardean or Herbert Walk in the Forest of Dean and County of Gloucester of the width of Twenty yards and numbered 568 in the Deputy Surveyors Quarry Lease Books and bounded on part of the North East by the old workings of an old surrendered Quarry No. 195 in the Award of the Dean Forest Mining Commissioners on the part of the South East by waste land formerly part of the said Quarry No 195 as aforesaid on the part of the North West by open waste formerly part of the said Quarry No 195 and by an old surrendered Quarry No 194 and on remaining part South West by other waste land also forming part of Quarry No. 195 and Quarry No. 194 which quarry ground is more particularly delineated and described on the plan drawn in the margin of these Presents and is thereon coloured red. To hold the said Quarry unto the lessees from the Twenty ninth day of September One thousand nine hundred and one for the term of Twenty one years Yielding and paying unto His Majesty His Heirs and Successors therefor the clear yearly rent of Five pounds such rent and the royalty hereinafter

reserved.

reserved to be paid to the Crown Receiver for the Forest of Dean on the Twenty ninth day of September in every year free from all deductions (except Landlords Property Tax) And also Yielding and paying to His Majesty His Heirs and Successors during the first seven years of the said term a royalty of six pence per ton of Two thousand Two hundred and forty pounds avoirdupois on all block or dressed stone and all other stone except waste or rubble gotten from the said Quarry and sold used or otherwise disposed of (or if such block or dressed stone or other stone shall be sold used or disposed of by measurement then a royalty of six pence for every fourteen cubic feet of such stone) And thereafter during the next succeeding seven years of the said term Paying to His Majesty His Heirs and Successors a royalty of eight pence for every like ton (or for every fourteen cubic feet as the case may be) on all block or dressed stone or other stone except waste or rubble gotten from the said quarry and sold used or disposed of And also Paying to His Majesty His Heirs and Successors during the first fourteen years of the said term a royalty of two pence for every like ton of waste or rubble stone gotten from the said Quarry (including stone from the top soil thereof) and sold used or otherwise disposed of And also paying to His Majesty His Heirs and Successors during the remainder of the said term after the first fourteen years thereof in respect of each of the two classes of stone namely (1) block or dressed stone or other stone except waste or rubble and (2) waste or rubble stone gotten from the said quarry and sold used or otherwise disposed of a royalty thereon equal to the percentage on the value of such class of stone that would have been produced if the royalty thereon paid by the Lessees during the whole of the second period of seven years had been assessed as a percentage value of the class on which it was paid instead of at the rate of Eightpence per ton or two pence per ton as the case might be the assessment of the royalties to be paid by the Lessees as aforesaid to be settled by the Gaveller for Dean Forest whose decision shall be final and binding on all parties such royalties to be paid on the said twenty ninth day of September in every year for and in respect of the stone sold used or disposed of during the preceding year And also

Yielding

reserved to be paid to the Crown Receiver for the Forest of Dean on the Twenty ninth day of September in every year free from all deductions (except Landlords Property Tax) And also Yielding and paying to His Majesty His Heirs and Successors during the first seven years of the said term a royalty of six pence

whole of the second period of seven years had been assessed as a percentage value of the class on which it was paid instead of at the rate of Eightpence per ton or two pence per ton as the case might be the assessment of the royalties to be paid by the lessees as aforesaid to be settled by the Gaveller for Dean Forest whose decision shall be final and binding on all parties such royalties to be paid on the said twenty ninth day of September in every year for and in respect of the stone sold used or disposed of during the preceding year And also

yielding

yielding and paying in the event of and immediately upon the term being determined by reentry under the proviso hereinafter contained a proportionate part of the said rent for the fraction of the current year and all royalty accrued up to the day of such reentry Provided that no royalty shall be payable upon so much of the stone sold used or disposed of in any one year as would be sufficient in value according to the reservation hereinbefore contained to yield a sum equal to the rent payable for such year. Provided also that in the assessment of the royalty to be paid after the first fourteen years of the said term as aforesaid the value of the stone shall be deemed to be the price for which the same shall be bonâ fide sold after having been wrought dressed and made marketable without making any deduction from such price either in respect of labour bestowed thereon in preparing the same for sale in respect of carriage to any yard or works of the lessees or of any other matter whatsoever except that the cost of carriage from the said quarry or from any yards ~~or~~ works or premises of the lessees in the Forest of Dean as the case may be to the place of delivery to a purchaser shall be allowed where such cost is included in the sale price And in the event of the stone being used or disposed of otherwise than by sale the value shall be deemed to be the general market price in the Forest of Dean at the date that the stone was so used or disposed of without allowance of any deduction whatsoever and if there shall be any dispute as to what was the general market price at such date such dispute shall be determined by the Crown's Chief Mineral Inspector for the time being whose decision shall be final and binding on all parties And the lessees hereby covenant with His Majesty His His Heirs and Successors in manner following that is to say:-

1 To pay unto His Majesty His Heirs and Successors

the

the said rent and royalties hereby reserved at the time and in the manner hereinbefore mentioned for payment thereof without any deduction or abatement whatsoever except as aforesaid

2. To bear pay and discharge all and all manner of present and future taxes rates charges assessments impositions and outgoings of what nature or kind soever in respect of the said premises (except Landlords Property Tax)

3. To abide by fulfil and keep all and singular the rules and regulations set forth in the Award of the Dean Forest Mining Commissioners relating to Quarries in the said Forest made pursuant to the Act of Parliament first and second Victoria chapter 42.

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

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

to

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 permit the Lessor and his Agents or servants at all seasonable times to enter and inspect the said quarry and in case any want of fencing or repair shall be found the Lessees will upon notice thereof in writing being given to or left on the said premises for them substantially and properly repair fence and amend the same accordingly within one calendar month next after any such notice shall have been given or left as aforesaid And in case the Lessees shall make default in so doing it shall be lawful for the workmen or others to be employed by the Lessor to enter into the said premises and to perform and complete the said fencing and repairs and the Lessees will on demand pay to His Majesty His Heirs and Successors all expenses to be incurred thereby and in case of non-payment thereof or of any part thereof the same or such part thereof as shall not be paid may be recovered as liquidated damages.

7. To search for and dig forthwith stone from the said quarry and with at least four good and able bodied quarrymen and workmen to work manage and carry on the said Quarry in a fair workmanlike and proper manner to the satisfaction of the Lessor and not at any time to commit or suffer within the said Quarry any wilful or negligent Act whereby the mines and seams of coal and iron thereunder or adjacent thereto and not comprised in this demise may be damaged by or overcharged with water or whereby the working of any such mines or seams may be impeded or prevented and if at any time any excavations or borings made by the Lessees in working the said Quarry shall reach a depth which in the opinion of the Crown's Chief Mineral Inspector may involve a risk

of

of letting water into such mine or seam and notice thereof shall be given to the lessees or left for them upon the said Quarry then the lessees will immediately cease making any excavation or boring in such place or places as may be specified in such notice but the fact of any such notice being given or not shall not exonerate the lessees from their liability in respect of any damage occasioned as aforesaid.

8. To keep legible books of account with correct entries of the quantities of the stone gotten from the said quarry and of the persons to or by whom and the times and prices at or for which the same shall be sold used or disposed of and at all times when required to produce the said Account to His Majesty's Agent for the time being and permit him to take extracts therefrom or copies thereof the lessees giving any explanation that may be required in relation thereto.

9. To deliver to the lessor or to His Majesty's said Receiver within ten days next after the Twenty ninth day of September in each year and at such times during the said term as the lessor shall in writing require the same and also within ten days after the expiration or sooner determination of the said term a correct and legible account in writing of the quantity of the stone which during the preceding year and such other time as shall be required by such notice as aforesaid shall have been gotten and sold used or otherwise disposed of clearly expressing therein if the lessor shall so require the names of the persons to or by whom and the times and prices (if any) at and for which the same respectively shall have been sold used or disposed of or if the circumstances shall so require a statement that none of the stone hereby demised has during the preceding year or such other time as aforesaid been gotten and sold used or otherwise disposed of every such account being if required first verified by a Statutory Declaration by the Lessees or their chief or only Agent for the time being And within the same periods and at such other time as aforesaid to deliver if required to the

Lessor

lessor a correct plan and measurement signed by the lessees or their chief or only Agent of the actual area of the lands from which the said stone shall have been gotten as aforesaid and of the workings and cuttings of and in the said quarry distinctly showing the course and extent 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.

10. Not at any time to assign underlet or otherwise part with the demised premises or any part thereof for the whole or any part of the term hereby granted without the consent in writing of the lessor for that purpose first had and obtained.

11. At the end or sooner determination of the said term hereby granted to yield and deliver up ~~to~~ to the lessor the quiet and peaceable possession of the Quarry in such order and condition as shall be satisfactory to the lessor.

12. Provided always and it is hereby agreed that it shall be lawful for the lessor or the lessees to determine the term hereby granted at the expiration of the first or any subsequent year thereof on giving notice in writing of such purpose to the other of them at least six calendar months before the expiration of such first or other subsequent year of the said term and if such notice shall proceed from the lessor the same may be delivered or sent by post to the lessees at their Registered Office or at their usual or last known place of residence or business and if the said notice shall proceed from the lessees the same may be sent by post to or left at the Office in London for the time being of the Commissioners of Woods.

13. Provided always that if the rent or royalties hereby reserved or any part thereof shall be in arrear for twenty days or if there shall be a breach of any of the covenants conditions or agreements in these presents contained or in any of the said rules and regulations annexed to the Award of the said Dean Forest Mining Commissioners

hereinbefore

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

14. Provided lastly and it is hereby agreed and declared that the term "lessor" herein means the Kings Majesty His Heirs Successors and Assigns or so long as the reversion of the demised premises is vested in the Crown the Commissioner or Commissioners of Woods or other the person or persons for the time being entitled by law to the management and direction thereof and that 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 Enrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Enrolments

In

In witness whereof the said Edward Stafford Howard has hereunto set his hand and seal and the lessees have caused their common seal to be hereunto affixed the day and year first above written.

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

The common seal of the company was affixed in the presence of } Seal
W. McGaul
Herbert R.N. Rictor ~~J.R. Porter~~. } Directors.
Chas. Matcham, Secretary.

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.

12 March, 1903. Assist: to the Keeper of the Records

Dated 5th February 1903.

Forest of Dean.

E. Stafford Howard Esquire C.B. a Commissioner of His Majesty's Woods &c to The Forest of Dean Stone Firms Limited

Lease of Quarry &c.

Com: 25/3/1902
Term. 20 years
Exp. 29/9/192

Certain Rent £15.

Royalties as within mentioned