

of the first part Edward Stafford Howard

*Sche 03-04*

Assignment by Liquidator to Highmeadow Iron Co Ltd 1913 W. Doc. Bk. I p. 29

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Dated  
3 Decem: 1903  
Co. of Gloucester  
Highmeadow Estate  
Edward Stafford Howard Esq. C.B. a Commissioner of His Majesty's Woods  
to the Highmeadow Iron Co. Ltd.  
Lease  
of the Highmeadow Estate at Newland  
Commences July 1900  
Term 3 1/2 years from 1902  
Rents & royalties  
within

This Indenture made the third day of December One thousand nine hundred and three Between The King's Most Excellent Majesty, Esquire C.B. the commissioner of His Majesty's Woods Forests and Land Revenues in charge of the hereditaments and premises intended to be hereby demised of the second part and The Highmeadow Iron Company limited whose Registered Office is at Ruspidge Underford in the County of Gloucester (hereinafter called "the Company") of the third part Witnesseth that in consideration of the rent and royalties hereinafter reserved and of the covenants hereinafter contained the said Edward Stafford Howard as such Commissioner as aforesaid in exercise of the powers of the Crown Lands Acts 1829 to 1894 and of all other powers enabling him in this behalf and with the consent of the Lords Commissioners of His Majesty's Treasury signified by their Warrant dated the twelfth day of October One thousand nine hundred and three Both on behalf of His Majesty demise and lease unto the Company their successors and assigns All and singular the mines beds and seams of iron ore and ironstone (hereinafter called "the said mineral substances") within or under All that parcel of land containing by estimation Two hundred and sixty three acres more or less being part of an Estate belonging to His Majesty called The Highmeadow Estate situate in the Parish of Newland in the County of Gloucester which said land is delineated and coloured pink and blue on the plan drawn on these presents. Together with power and authority to search for dig win get up and make merchantable and to carry away the said mineral substances by means of the level indicated by a blue dotted line on the said plan or by means of any pits shafts or others works sunk or constructed or to be sunk or constructed by the Company on the said land colored blue as aforesaid with the previous consent in writing of the lessor (the term lessor being hereinafter defined) and for the purpose aforesaid to enter into and upon the land coloured blue as aforesaid but not into or upon the surface of any part of the said land coloured pink

and



and to erect on the said land coloured blue engines and other machinery engine houses workshops store houses and such other erections as may be necessary for effectually searching for working and getting the said mineral substances but this power shall not extend to authorise the erection of any blast furnaces <sup>or</sup> calcining kilns or other erections for the purpose of manufacturing the mineral substances hereby demised Together also with full power to deposit upon the said land coloured blue and also upon the land colored yellow on the said plan rubbish produced in working and getting the said mineral substances and also but subject to the banks thereof being properly puddled to the satisfaction of the lessor to make ponds and watercourses and to use or direct the flowing water upon such land so far as the lessor may have power to authorise the same but not further or otherwise And also full power to make pit roads cart roads tramroads and other roads upon the said land coloured blue and yellow on the said plan and under the lands coloured pink and to drive headings and levels within the said land coloured blue and from thence to and under the lands coloured pink and to convey through such headings and levels or any part thereof all or any of the mineral substances hereby demised or which may be gotten during the continuance of the term hereby granted from any adjoining Mine or Mine held by the company. Together also with power to use the tramway indicated by the brown line on the said plan for the purpose of leading and carrying mineral substances from the entrance or mouth of the level to be drawn <sup>over</sup> from the said land coloured blue to the Ross and Bournemouth Railway and of leading and carrying from such Railway to the Entrance or mouth of the said level stores utensils matters and things to be used or employed in or about the mines and premises hereby demised or

any

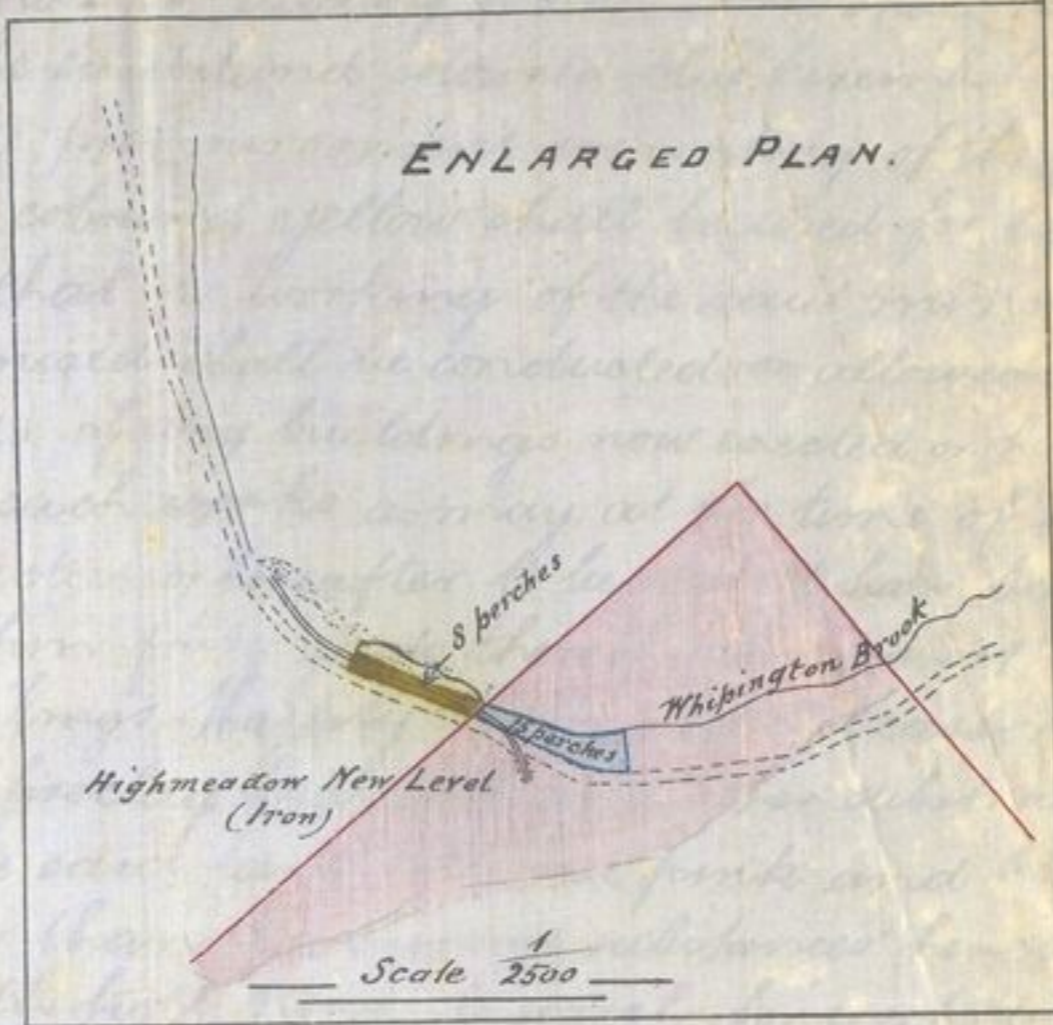


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RIVER WYE  
The Slaughtier

MAILSCOT WOOD



See Enlarged Plan

STAUNTON

MARIANS INCLOSURE

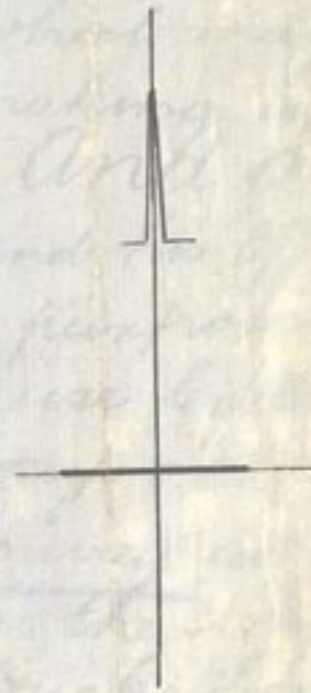
Robinhood Mine 1.3.32

Air Shaft

Marian's Brick Works

Crowsnest

Scale, 6 Inches to 1 Mile.





later  
replaced  
17/5/14

and adjoining mines held by the company **Provided nevertheless** that no building or other work shall be erected or executed upon the said land coloured blue hereinbefore described without the previous consent in writing of the lessor that the said land coloured yellow shall be used for tipping purposes only and that no working of the said mineral substances hereby demised shall be conducted or allowed under or within forty yards of any buildings now erected or hereafter to be erected except such works as may at the time of erection of any buildings erected or hereafter to be erected have been formed or exist within forty yards thereof saving nevertheless and reserving to the Kings Majesty His Heirs and Successors all minerals coal stone fireclay brickearth and other substrata within or under the said land coloured pink and blue on the said plan other than the mineral substances hereby demised together with full power to search for work get and make the same merchantable and to carry away the same **And also reserving** all other rights and privileges in respect of the said land now belonging to His Majesty other than those hereby granted together with full power for His Majesty His Heirs and Successors and his and their grantees and lessees to use jointly with the company all or any of the streams and watercourses which may be made or used by the company without making any compensation for or in respect of such user. **And also reserving** full power for the lessor and his Officers and Agents from time to time for the purposes of roads tramways or watercourses to make and use level crossings over and to construct and use bridges ways or culverts over and under the said proposed tramway as may be from time to time required and to use the same roads or tramways with or without engines trucks horses or vehicles **And also** to make junctions between any such roads or tramways and the said proposed tramway at any point thereon and to use and employ the said tramway and all sidings in connection with the same and the Ross and Bournemouth Railway and the engines and gear connected therewith for the conveyance



in His Majesty's or their trucks or carriages suitable  
 for the purpose of minerals or mineral substances  
 materials stores timber bark or other things from  
 and to any lands and premises belonging to His  
 Majesty His Heirs or Successors to and from the Ross  
 and Northmouth Railway nevertheless the person or  
 persons using or employing the said proposed tram-  
 way shall so use and employ the same and the  
 siding as to cause as little hindrance or interference  
 as possible to and with the traffic of the company  
 and shall pay to the company for the use and  
 employment of the said proposed tramway a wayleave  
 rent at the rate of two pence for every ton of minerals  
 mineral substances materials stores timber bark  
 and other things so conveyed over the said proposed  
 tramway or any part thereof To hold the said  
 premises hereinbefore demised unto the company  
 from the first day of July One thousand nine hundred  
 for the term of Thirty one years and one half  
 of another year Paying unto the King's Majesty  
 His Heirs and Successors for and in respect of the  
 mineral substances hereby granted during the first  
 twelve years and one half of another year of the  
 said term the minimum yearly rent of One hundred  
 pounds and during the remainder of the said  
 term the minimum yearly rent of Two hundred  
 pounds And also paying during the first  
 two years and one half of another year of the said  
 term a royalty equal to one tenth part of the selling  
 value at the mines and during the next ten years  
 of the said term that is to say from the first day of  
 January One thousand nine hundred and three a  
 royalty equal to one fifteenth part of the selling value at  
 the mines and during the remainder of the said term  
 a royalty equal to one tenth part of the selling value  
 at the mines of all mineral substances raised or gotten  
 from the said land coloured pink and blue as aforesaid  
 provided that if in any year or years the royalty payable



at the respective rates aforesaid upon or in respect of the iron  
 ore raised or gotten as aforesaid and which shall be sold or  
 disposed of for the purpose of being manufactured into iron  
 shall not during the periods between the first day of July One  
 thousand nine hundred and the first day of January One  
 thousand nine hundred and three and also between the first  
 day of January One thousand nine hundred and thirteen and  
 the end of the said term amount to Nine pence for every ton  
 (of Two thousand two hundred and forty pounds) of such  
 iron ore and shall not during the period between the first  
 day of January One thousand nine hundred and three and  
 the first day of January One thousand nine hundred and  
 thirteen amount to Six pence for every like ton of such iron  
 ore then and in such year or years of the periods aforesaid  
 the royalty to be paid upon or in respect of such iron ore shall  
 be calculated at the rate of Nine pence or Six pence as the case  
 may be for every ton of the weight aforesaid of such iron ore  
 instead of at the rate of one tenth or one fifteenth part of  
 the selling value thereof respectively. **Provided** that no  
 royalty shall be payable upon so much of the said mineral  
 substances hereby demised as according to the reservations  
 hereinbefore contained would be from time to time suffi-  
 cient in value and weight to yield to His Majesty His  
 Heirs and Successors a sum equal to the minimum yearly  
 rent hereinbefore reserved that is to say for each of the first  
 twelve years and one half of another year of the said term  
 the rent of One hundred pounds and for every subsequent  
 year of the said term the rent of Two hundred pounds **And**  
**also paying** to His Majesty His Heirs and Successors for  
 and in respect of the surface that may be used by the  
 company of the said land coloured blue and yellow on the  
 said plan the yearly rent of **Four pounds four shillings**  
**And also paying** to His Majesty His Heirs and Successors  
 for and in respect of the land used for the purpose of the  
said Tramway a yearly rent of **Two pounds two shillings**  
**And also paying** to the King's Majesty His Heirs and  
 Successors the wayleave rent of one penny for every ton (of the  
 weight aforesaid) of minerals or other substances matters

and



(hereinafter referred  
to as the Deputy  
Gavelles)

and things which may be from time to time brought or carried into through or under the said land coloured blue and pink hereinbefore described or any part thereof from or to any adjoining mines belonging to the Company And also paying to the Kings Majesty His Heirs and Successors a wayleave rent of Three pence for every ton (of the weight aforesaid) of mineral substances materials stores utensils matters and things conveyed along or over the said Tramway or any part thereof Save and except such mineral substances and other things as may be conveyed by His Majesty His Heirs and Successors or by His or their Officers Agents Lessees and Tenants in exercise of the powers hereinbefore reserved to him and them all which said rents and royalties shall be paid into the hands of the Deputy Gavelles for the time being of the Forest of Dean free from all taxes and deductions except Property Tax by half yearly payments on the first day of January and the first day of July in every year the first payment thereof having become due on the first day of January One thousand nine hundred and one Provided always and it is hereby agreed and declared that in case in any year or years of the said term so much of mineral substances shall not be wrought and gotten out of the mines hereby demised as according to the several royalties hereinbefore reserved in respect of such mineral substances shall amount to the minimum rent or rents of one hundred pounds or two hundred pounds (as the case may be) payable for such year or years the Company shall be at liberty during either of the next two years of the said term but not afterwards to make up and deduct from the amount which may in such years or either of them accrue to His Majesty His Heirs and Successors for royalty or royalties under the reservations hereinbefore contained in excess of the sum equal to the said minimum rent payable for such year or years without prejudice nevertheless to the said minimum rent or rents

which



which may be then accruing. But it is expressly agreed and declared that the surplus of royalty or royalties in any year or years of the said term beyond the amount of the said rents shall not be allowed to come in aid of or to make up the shortworkings or deficiency of any succeeding or future year or years after the year in which such surplus or overworking shall arise or take place. And the company do hereby covenant with the Kings Majesty His Heirs and Successors in manner following that is to say:-

1. To pay unto the Kings Majesty His Heirs and Successors the said rents and royalties hereinbefore respectively reserved and made payable upon the respective days and times and in manner hereinbefore appointed for payment thereof respectively without any deduction or abatement whatsoever except property tax. And that if default shall be made for the space of twenty one days in payment of the aforesaid rents and royalties or either or any of them it shall be lawful for the lessor from time to time to distrain any machinery engines implements utensils carts carriages horses or other live or dead stock and all the mineral substances which shall be found upon or under the land hereinbefore described and all other the goods chattels and effects of the company wheresoever the same may be found and the same to sell and dispose of towards satisfaction and payment of the arrears of the said rents and royalties and of all costs and charges incident to or occasioned by such distress and sale.
2. To pay the land tax and all other taxes rates rents charges assessments and impositions whatsoever present or future in respect of the said demised premises and of any lands for the time being occupied by the company under the powers hereinbefore contained (except the Landlord's Property Tax)
3. In each year of the term hereby granted unless prevented by inevitable accident or impediment to continuously drive the new or lower level of the said mineral substances for a distance of forty yards at the least in a proper and minerlike manner and of a width and height of six feet at the least and to keep at least two able bodied miners or workmen continuously employed driving such

level



level until it cuts the present sinkings from the  
Pt.

4. To search for and dig in a minerlike manner by the means and in manner aforesaid mineral substances in proper and likely places within and under the said land coloured pink and blue and during the continuance of the said term with four able bodied miners and workmen at the least continuously employed to fairly and efficiently work the mineral substances hereby demised according to the best and most approved system of working for the time being in the said County of Gloucester and to the satisfaction of the lessor unless prevented as aforesaid and if so prevented from time to time to use his best endeavours to remove such impediments and obstructions and from time to time again to work and carry on the said mines and works in such manner as aforesaid when and so soon as such impediments or obstructions shall cease or be removed.

5. From time to time to extend the culvert near the level mouth as the company fill up the valley with their tips and also from time to time to build such culverts and drains as may be or become necessary upon the line of the said Tramway so as to provide for the free flow of water and thereafter to keep all such works in good order and repair.

6. With all convenient speed after getting and raising the said mineral substances to cause the same to be respectively dressed and made merchantable And from time to time within the space of three calendar months next after the raising and getting thereof fairly and openly to weigh or otherwise ascertain the weight of all the said mineral substances in their raw state before they are calcined by means of one or more weighing machine or machines to be erected on some part of the land coloured blue on the said plan by and at the expense of the company to which the lessor and his Agent and the Crown Receiver shall



at all times have access.

- 7. At all times to keep the mines and seams hereby demised effectually drained of water so far as is reasonably practicable and properly ventilated and so leave the same at the end of the term hereby granted.
- 8. Not to enter upon or take possession of any part of the land coloured blue or yellow on the said plan without the previous consent in writing of the lessor and before entering upon any part of such land to pay into the hands of the Deputy Surveyor the value to be ascertained by him of all timber and other trees standing and growing thereon.
- 9. Immediately after taking possession of any part or parts of the said last mentioned land to fence off to the satisfaction of the lessor or Deputy Surveyor such parts thereof as may not already be fenced to His satisfaction and at all times thereafter to maintain such fences in good and substantial repair in order and condition.
- 10. To afford to the lessor and to all persons for the time being <sup>entitled</sup> to exercise the powers and liberties hereinbefore reserved with respect to the said tramway all reasonable facilities and accommodation in using and employing the same and the siding in connection with the same and the Ross and Hornmouth Railway for ~~carrying~~ conveying minerals mineral substances materials stores and other things and for the transit of returning wagons and trucks.
- 11. At the end or other sooner determination of the term hereby granted to make fair and reasonable compensation to His Majesty His Heirs and Successors for all permanent damage done to the surface of the land through or over which the said tramway has been constructed the amount of such last mentioned compensation to be settled in case of dispute by arbitration under the provision for that purpose hereinafter contained.
- 12. To keep in an Office at the Registered Office of the Company fair and legible books of account with true and regular entries of the weight and quantity of the mineral substances gotten and raised from the said land coloured pink and blue and of the quantity and weight of all minerals



minerals and other substances matters and things from time to time carried through or under any part of the said land coloured pink and blue from any mine not situated within the same or over any part of the land coloured blue or of the said tramway And at all reasonable times when required to produce and show such books of account to His Majesty's Agent for the time being and to permit or suffer him to take any extracts therefrom or copies thereof the company giving any explanation that may be required in relation thereto.

13. Within thirty days next after the first day of July and the first day of January in each year during the said term and at such other times as the lessor shall by notice require the same And also within ten days after the expiration or sooner determination of the said term to deliver into the Office of the lessor or to His Majesty's Receiver or Agent a true and fair account in writing containing the several particulars hereinbefore required clearly expressing in such account the weight of the said minerals substances and other substances matters and things respectively so gotten and raised and carried from through or into the said mine as aforesaid or over the said land coloured blue or or any part of the said tramway such account being from time to time first verified in writing under <sup>the seal of the company or under</sup> the hand of their chief or only Agent for the time being.

14. At all times during the said term to keep a true and correct plan of the said mine and of the workings thereof plotted to a scale of three claims to an inch fully dialled up at the Mine or Works and to permit the lessor or His Majesty's Receiver or Agent at all reasonable times to inspect and take copies of the same.

15. At all times during the said term to keep and uphold the said Mine Machinery and Works or

such



such of them as for the time being can be worked to benefit and also before making use of the same or upon demand by the lessor where in his opinion sufficient iron ore to justify such demand has been cut in the level to put the said tramway into good and substantial repair and thereafter to maintain the same and all engines machinery tackle and gear used or employed thereon or in connection therewith in good and substantial repair order and condition.

16. That it shall be lawful for the lessor or his Agents or servants at all reasonable times during the said term to inspect the mines seams strata machinery and works and the said tramway and the engines machinery tackle and gear used or employed thereon or in connection therewith and the state and condition thereof respectively and that the company will render every reasonable facility convenience and assistance in the examination aforesaid when thereunto required. And also will permit and suffer any other person or persons authorised by the lessor during the last year of the said term to enter into the said Mine for the purpose of viewing the same and will render to such person or persons every assistance and information that may be required by such person or persons upon every such inspection.

17. That it shall be lawful for the lessor his Agent or Viewer at all reasonable times during the continuance of this demise as and when he shall think proper to examine all or any of the weighing machines and weights to be provided by the company as aforesaid in order to ascertain whether the same are or is correct and in good repair and order and if upon such examination the same weighing machines and weights or any of them shall be found incorrect or out of repair or order the lessor or his Agent or Viewer may require that the same be adjusted and put in order at the expense of the company. and if such requisition be not complied with within fourteen days after having been made <sup>may</sup> ~~any~~ cause the same to be adjusted repaired and put in order and the

lessor  
r



fessor may recover the expense of doing so from the company without prejudice nevertheless to any rights remedies claims or demands of the fessor against the company on account of the use of the said weighing machines and weights or any of them whilst the same are incorrect or out of repair or order.

18. Not to commit any unnecessary damage spoil or waste in or upon the aforesaid lands respectively, <sup>or any part thereof respectively</sup> in the carrying on of the works or in the exercise of the powers and authorities hereby granted. And to fence round in a proper manner and to the satisfaction of the fessor or his Agent all such works as may have been opened upon the said land coloured blue and can no longer be worked to advantage.

19. From time to time to make reasonable and fair satisfaction and compensation to His Majesty or account of any injury or damage which may be done to the surface of the land coloured pink the amount to be settled and ascertained in case of difference by arbitration under the provisions for that purpose hereinafter contained.

20. To make reasonable and fair satisfaction to all other persons (if any) entitled thereto for all injury or damage which may be sustained by them in exercise of the powers and authorities hereby granted or any of them and to indemnify the Kings Majesty His Heirs and Successors and the fessor from all actions claims and demands on account of any such last mentioned injury or damage.

21. At the end or other sooner determination of the term hereby granted peaceably and quietly to give up to His Majesty His Heirs or Successors or to the fessor or to such person or persons as he may authorize to use the same the possession of the mine and premises hereby demised and all works within under or upon the said lands coloured pink and blue respectively



used or employed in connection with the said mine which may be necessary for the working of the same, and also the said tramway if its repairs shall have been demanded by the lessor as aforesaid in good and proper condition and repair and the said mine well drained and ventilated and thereupon it shall be lawful for the company unless the said term of thirty-one years and one half of another year shall be determined by reentry under the power hereinbefore contained to remove from the said mine works and tramway respectively, all engines tools machinery rails or working gear belonging to them which may not have been purchased by the Crown (but the company is not to remove the stone or brick work roofs or timbers belonging thereto) first giving to the lessor the option of purchasing the same at a fair valuation to be made in manner hereinafter mentioned and if any question shall arise as to what works may be necessary for the future working of the said mine the same shall be settled by arbitration as hereinafter provided.

22. Not at any time to assign or underlet or otherwise part with the mine matters and premises hereinbefore granted and demised or any part thereof respectively 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 And at their own costs and charges to procure all assignments which may at any time hereafter be made of these presents or of the premises hereby demised or any part thereof and all Orders of Court Probates of Wills letters of Administration and other Instruments affecting the devolution of this lease or the term hereby granted to be within six calendar months from the respective dates thereof lodged in the office of the Commissioners of Woods in order that Minutes or Dockets thereof respectively may be entered and to pay the usual fees therefor.

23 Not unless with the previous consent in writing of the lessor to promote or oppose in respect of the demise hereby made and in their character of Lessees



as aforesaid the passing of any Bill in Parliament for the formation of a Railway through the land hereinbefore described or any part thereof and not as such lessees as aforesaid to claim any compensation for any land taken under the authority of Parliament other than for their interests as lessees in such portions of the land coloured blue and yellow on the said plan and of the land occupied by or for the said tramway and for which they shall pay rent to His Majesty. Nevertheless it is hereby agreed and declared that this provision shall not prevent the company from promoting or opposing on any other account or other than as such lessees as aforesaid the passing of any such Bill or from claiming compensation for actual damage done to their works or by any interference therewith in the construction of such railway.

Provided always and it is hereby declared and agreed that if the aforesaid rents and royalties hereinbefore reserved and made payable or any of them or any part thereof respectively shall be in arrear and remain unpaid for the space of forty days next after any of the days or times respectively whereon the same ought to be paid as hereinbefore mentioned or in case the company shall not perform and keep the several covenants hereinbefore contained or shall be wound up (except for purposes of reconstruction) or shall either voluntarily or involuntarily do or suffer any act or thing whereby or in consequence whereof this present lease or the interest of the company in the said premises hereby demised shall become vested in any person or persons whomsoever except by bequest or by representation as executor or administrator without such consent as aforesaid then and in any of the said cases it shall be lawful for the lessor to enter into and upon the said premises hereby demised and retain possession thereof for the absolute use of His Majesty His Heirs and Successors and thenceforth the said term of Thirty



one years and one half of another year and the powers and authorities hereby respectively granted shall cease and determine but without prejudice to all rights and remedies of His Majesty His Heirs and Successors for any breach of covenant previously committed And further that in case any reentry shall be made under the proviso lastly hereinbefore contained there shall be payable by the Company to the Kings Majesty His Heirs and Successors in addition to any rent then due in respect of the said premises a proportionate part of the accruing rents for the then current half year from the last half yearly day for payment up to the day on which such reentry shall have been made.

Provided also and it is hereby further agreed and declared by and between the lessor and the Company that if the Company shall be desirous to determine this present lease and the said term of Thirty one years and one half of another year at the end of any year thereof and of such desire shall give to the lessor or leave at the Office of the Commissioners of Woods in London for the time being twelve calendar months previous notice in writing of such desire and shall duly pay the several rents and royalties hereinbefore reserved or made payable and perform and observe all the covenants and provisions herein contained up to the end of such year then and in such case this present Indenture and the term hereby granted shall upon the expiration of such notice cease determine and be utterly void without prejudice to the rights remedies claims and demands of His Majesty for or in respect of any breach neglect or default of or in performance or observance of any of the covenants agreements or provisos herein contained made or committed previous to the expiration of such notice. Provided also and it is hereby further declared and agreed between the lessor and the Company that if any dispute or difference shall arise touching any of the premises or the true construction or meaning of these presents or any act done or to be done in pursuance thereof or anything relating thereto and in all cases where any arbitration



is pointed out or referred to or any valuation directed to be made in any of the clauses or provisions of these presents except in such cases as are hereinbefore otherwise provided for such dispute or difference and other matters so provided to be referred to arbitration and every valuation shall from time to time as often as occasion shall require be referred to or settled by arbitration according to the provisions of the Arbitration Act 1889 or any then subsisting statutory reenactment or modification thereof **Provided** lastly and it is hereby agreed and declared that the term "lessor" herein means the King's Majesty His Heirs Successors or Assigns or so long as the reversion of the demised premises is vested in the Crown the Commissioners or Commissioners or other the person or persons for the time being entitled by law to the management and direction thereof and that all rights and obligations of the Company 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 Edward Stafford Howard has hereunto set his hand and seal and the Company 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

Chas. E. Howlett

Office of Woods.

1 Whitehall Place,  
London SW.

E. Stafford Howard LD



The common seal of the Highmeadow  
Iron Company Limited was affixed  
hereto in the presence of. . . . .

(L.S.)

M. F. Carter  
Edwin H. Crawshaw } Directors

Edwin W. Morgan. - Secretary.

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

27 January 1907. W. J. Green  
Assist: to the Keeper of the Records.

WJG  
+1



Dated  
19 January  
1904

Isle of  
Alderney.

E. Stafford  
Howard Esq  
C.B. a  
Commissioner  
of Woods  
and  
Messrs Howe  
& Mitchell.

Agreement  
as to  
l'Étoe York  
and Les Rochers  
Quarries dead  
Rents.

This Indenture made the 19<sup>th</sup> day of January 1904 Between The King's Most Excellent Majesty of the first part Edward Stafford Howard Esquire C.B. a Commissioner of Woods of the second part and Mathew Ascott Howe and Christopher Mitchell both of No. 27, Aspinall Road Brockley in the County of London Quarry Owners and Merchants (hereinafter called "the Lessees") of the third part Whereas the Lessees hold under the Crown the l'Étoe Quarry in the Isle of Alderney under an Indenture of lease dated the 21<sup>st</sup> day of August one thousand eight hundred and ninety six and two Supplemental Indentures dated the first day of June one thousand eight hundred and ninety eight and the eighteenth day of January one thousand nine hundred and four respectively And whereas the Lessees also hold under the Crown the York Quarry in the said Isle under an Indenture of lease dated the Eleventh day of November one thousand eight hundred and ninety nine and a Supplemental Indenture dated the Eighteenth day of January one thousand nine hundred and four And whereas the Lessees also hold under the Crown the Les Rochers Quarry in the said Isle under an Indenture of lease dated the twenty third day of July one thousand nine hundred and a Supplemental Indenture dated the Eighteenth day of January one thousand nine hundred and four Now this Indenture witnesseth that in consideration of the said three Supplemental Indentures of the Eighteenth day of January one thousand nine hundred and four and with the consent of the Lords Commissioners of His Majesty's Treasury signified by their Warrant dated the twenty third day of December one thousand nine hundred and three It is hereby covenanted and agreed by and between the parties hereto that if during the whole or part of any half year which the Lessees continue to hold the said three Quarries under the

said



said Indentures of lease respectively three shall be a failure of the facility granted by the said Indenture of lease of the twenty first day of August One thousand eight hundred and ninety six for the carriage and shipping of stone over or by means of a tramway belonging to the Lords Commissioners of the Admiralty and such failure shall in the opinion of the Crown's Chief Mineral Inspector be such as materially to interfere with the working of the <sup>St</sup> Etoc Quarry and render it impracticable or difficult for the Lessees to sell sufficient stone from that Quarry to make up the dead rent payable therefor for such half year then and in every such case the dead rents payable for the said three quarries shall be pooled for such half year so as to constitute in the aggregate one gross dead rent for the said three quarries 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.

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

Signed sealed and delivered  
 by the above named Mathew  
 Arscot Rowe in the presence of  
 Wm. Chapman,  
 Alderrey,  
 Clerk. } Mathew A. Rowe

Signed



34 29c

Signed sealed and delivered  
by the above named Christopher  
Mitchell in the presence of

C. Mitchell (L.S.)

Edward Grundy,

2 Howkes Buildings

Gt. Tower Street

London. E.C.

Accountant.

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

W. J. Green

27. Jan: 1904.

Assist: to the Keeper of the Records

~~1904~~

Dated  
18 January  
1904

Isle of  
Alderney

Stafford  
Howard  
C.B.a

Commissioner  
of Woods  
and  
Moors  
Stafford

Agreement  
with addition  
of Supplemental  
Deed to  
lease of  
Quarry  
dated  
11 November  
1899.



Dated  
January  
1904  
Ile of  
Alderney.  
Stafford  
Howard Esq  
CB. a  
Commissioner  
of Woods to  
and  
Messrs Rowe  
Mitchell.  
Agreement  
with additional  
rent supple-  
mental to  
lease of York  
Quarry  
dated  
November  
1899.

This Indenture made the eighteenth day of January One thousand nine hundred and four Between Her Kings Most Excellent Majesty of the first part Edward Stafford Howard Esquire CB. a Commissioner of Woods of the second part and Mathew Arscot Rowe and Christopher Mitchell both of No. 27 Spinnall Road Brockley in the County of London Quarry Owners and Merchants (hereinafter called "the lessees") of the third part Supplemental to an Indenture of Lease dated the Eleventh day of November One thousand eight hundred and ninety nine (hereinafter called "the principal Indenture") and made between Her late Majesty Queen Victoria of the first part the said Edward Stafford Howard of the second part and the lessees of the third part and now rested in the lessees for all the unexpired terms of eleven years and one quarter of another year and ten years years granted by the Principal Indenture Whereas by an Indenture of lease of even date with these presents and made between the same parties as are parties to these presents the said Edward Stafford Howard demise to the lessees certain foreshore and bed of the sea and rocks above high water mark situate on the south coast of the Isle of Alderney together with powers to construct a platform thereon and to use the same as therein provided and it has been agreed by and between the parties hereto that in part consideration for the grant of such lease a further yearly rent of sixty pounds shall become payable under the Principal Indenture in addition to the several yearly rents payable thereunder Now this Indenture witnesseth that with the consent of the Lords Commissioners of His Majesty's Treasury signified by their Warrant dated the twenty third day of December One thousand nine hundred and three It is hereby covenanted and agreed by and between the parties hereto that from and after the first day of November One thousand nine hundred and three All and singular the reservations of rents and All and singular the covenants agreements and provisos in the Principal Indenture contained

shall



3449<sup>e</sup>

shall be read and shall have effect as if the clear yearly rent of sixty pounds had been thereby reserved in addition to the clear yearly rents reserved thereby and further that the lessees will from the said first day of November One thousand nine hundred and three observe and perform all and every the covenants and conditions contained in the Principal Indenture as varied by these presents but so that the conditions of such Indenture that no royalty shall be payable upon so much stone sold used or disposed of in any one year as would be sufficient in value and yield a sum equal to the several rents payable thereunder for such year shall be read and have effect as though the said rent of sixty pounds had been reserved by such Indenture in addition to the rents thereby actually reserved 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.

Signed sealed and delivered  
by the above named Edward  
Stafford Howard in the presence  
of Chas. E. Howlett  
Office of Woods,  
1 Whitehall Place,  
London SW1

Signed sealed and delivered  
by the above named Mathew  
Arscot Rowe in the presence of  
Wm. J. Chapman,  
Alderman,  
Clerk.



Signed sealed and delivered  
by the above named Christopher C. Mitchell. (L.S.)  
Mitchell, in the presence of

Edward Grundy,  
2 Hookes Buildings  
1st. Lower St.  
London. E.C.

Accountant.

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

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

27 Jan'y: 1904.  
*[Signature]*



3146.92

Dated  
18 January 1904  
Isle of Alderney  
E. Stafford  
Howard Esq. C.B. and  
a Commissioner  
of Woods to  
and  
Messrs Rowe  
& Mitchell.

Agreement  
as to additional  
rent  
to lease of  
Rochers Quarry  
dated 23 July  
1900

This Indenture made the Eighteenth day  
of January One thousand nine hundred and four  
Between The King's Most Excellent Majesty  
of the first part Edward Stafford Howard  
Esquire C.B. a Commissioner of Woods of the second part  
Howard Esq. C.B. and Mathew Arscot Rowe and Christopher  
Mitchell both of No. 27 Abchurch Lane London  
the County of London Quarry Owners and Merchants  
(hereinafter called "the Lessees") of the third part  
Supplemental to an Indenture of lease dated  
the twenty third day of July One thousand nine hundred  
(hereinafter called "the Principal Indenture") and made  
between Her late Majesty Queen Victoria of the first part  
the said Edward Stafford Howard of the second part and  
the Lessees of the third part and now vested in the  
as to additional Lessees for all the unexpired terms of years granted  
rent Supplemental by the Principal Indenture except that the premises  
to lease of Lessees therein thirdly described have been surrendered to  
Rochers Quarry His Majesty by the Lessees Whereas by an Indenture of  
dated 23 July 1900 lease of even date with those presents and made between  
the same parties as are parties to those presents the  
said Edward Stafford Howard demises to the Lessees certain  
foreshore and bed of the sea and rocks about high water  
mark situate on the south coast of Alderney together with  
powers to construct a platform thereon and to use the  
same as therein provided and it has been agreed  
by and between the parties hereto that in part  
consideration for the grant of such lease a further  
yearly rent of forty pounds shall become payable  
under the Principal Indenture in addition to the  
several yearly rents payable thereunder Now this  
Indenture witnesseth that with the consent  
of the Lords Commissioners of His Majesty's Treasury  
signified by their Warrant dated the 23<sup>rd</sup> day of  
December 1903 It is hereby covenanted and  
agreed by and between the parties hereto that  
from and after the 1<sup>st</sup> day of November 1903 All and  
singular the reservations of rents and All and singular

the



the covenants agreements powers and provisos in the Principal Indenture contained shall be read and shall have effect as if the clear yearly rent of Forty pounds had been thereby reserved in addition to the clear yearly rents reserved thereby and further that the Lessees will from the said 1<sup>st</sup> day of November 1903 observe and perform all and every the covenants and conditions contained in the Principal Indenture as varied by these Presents but so that the condition of such Indenture 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 to yield a sum equal to the rent of Ten pounds payable thereunder for such year shall be read and have effect as though the said rent of Forty pounds had been reserved by such Indenture in addition to the rents thereby actually reserved and as though such condition had applied to the said rent of Forty pounds as well as the said rent of Ten pounds

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.

Signed sealed and delivered  
by the above named Edward  
Stafford Howard in the pres-  
ence of Chas E Howlett

E. Stafford Howard. (L.S)

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

Signed sealed and delivered  
by the above named Matthew  
Anscot Rowe in the  
presence of

Matthew. A. Rowe. (L.S)

Wm. J. Chapman  
Alderman  
Clerk



34899

Signed sealed and delivered  
by the above named Christopher } C. Mitchell C.T.  
Mitchell in the presence of  
Edward Grundy,  
2 Howkes Buildings,  
St. Lower St.  
London. E.C.

Accountant.

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

27 Jan: 1904

Assist: to the Keeper of the Records

1904  
1/1



F. 1201.

Office of Woods, &c.  
1 Whitehall Place.  
S<sup>r</sup>.

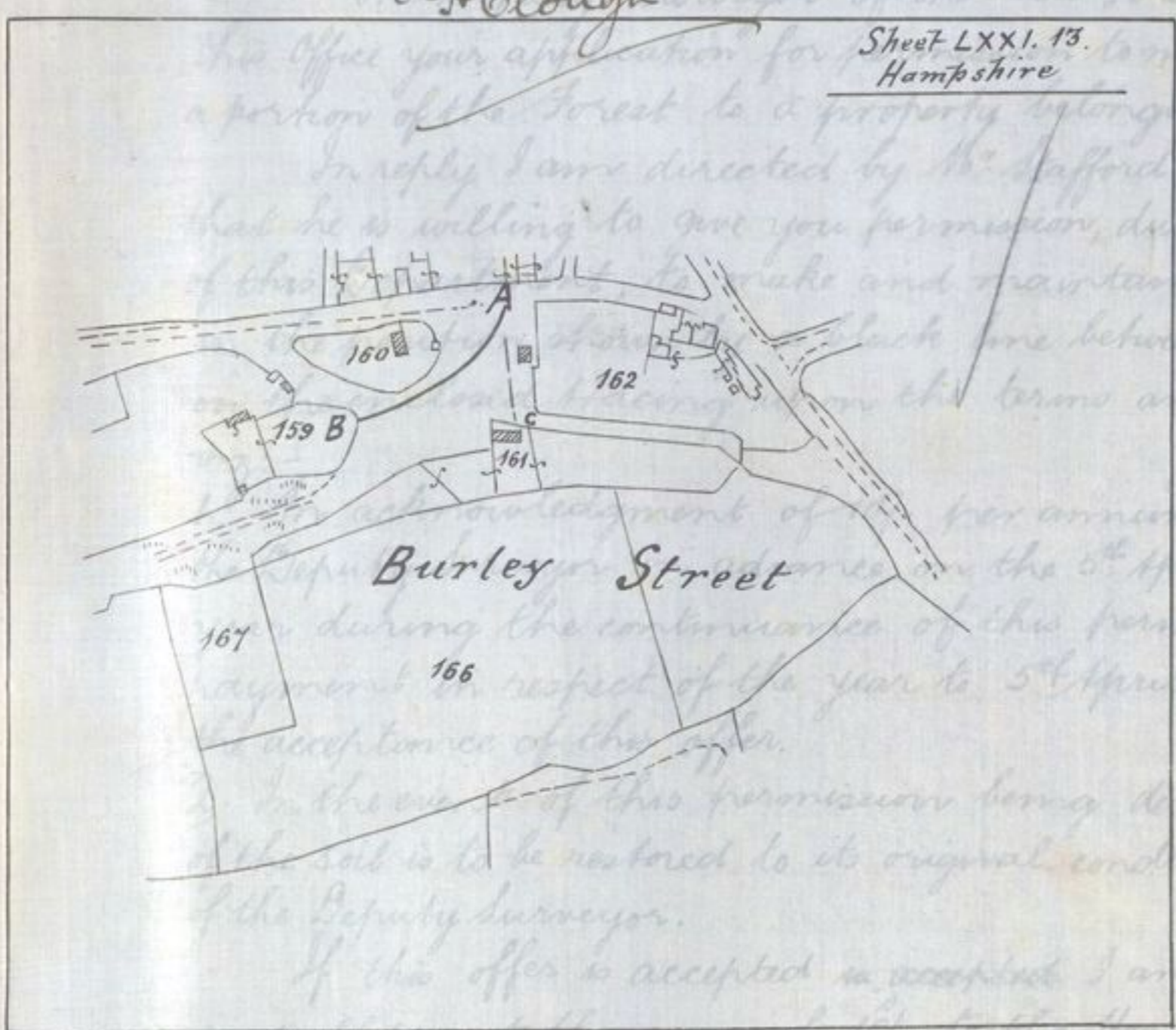
S<sup>r</sup>,

New Forest.  
File 4173<sup>10</sup>.

12<sup>th</sup> April, 1904.

Enclosure. Road at Burley

A. N. Blough, Surveyor of the New Forest has forwarded to this Office your application for permission to make a road across a portion of the Forest to a property belonging to you at Burley. In reply I am directed by Mr. Stafford Howard to state that he is willing to give you permission, during the pleasure of His Majesty's Government, to make and maintain a road for vehicles between the points A and B, on the terms and conditions following



per annum is to be paid to the Surveyor on the 5<sup>th</sup> April in each future year during the continuance of this permission the first payment in respect of the year to 5<sup>th</sup> April 1905 to be made on the acceptance of this offer.

In the event of this permission being determined the surface of the soil is to be restored to its original condition to the satisfaction of the Deputy Surveyor.

If this offer is accepted I am to request that you will remit the sum of 10/- to the Hon. Mr. Gascoigne, The Kings House, Lyndhurst and return to this Office the enclosed letter signed and dated.

I am, &c.  
A. N. Blough, Esq. (S<sup>d</sup>) Chas. E. Howlett.  
F. 1201.

April 1904.

S<sup>r</sup>,

I beg to accept the offer contained in your letter of the 12<sup>th</sup> April of permission to make and maintain during the pleasure of your Department a road for vehicles as shown on the plan that accompanied your letter and I agree to pay the acknowledgment and to observe the conditions therein specified.

I am, &c.  
(S<sup>d</sup>) P. P. A. N. Blough.  
N. Marriott?  
E. Stafford Howard, Esq. CPD. Manager.



F. 1201.

Office of Woods, &c.  
1 Whitehall Place,  
S.W.

Sir,

New Forest.

12<sup>th</sup> April, 1904.

File 4173<sup>10</sup>

Easements, Road at Burley

The Deputy Surveyor of the New Forest has forwarded to this Office your application for permission to make a road across a portion of the Forest to a property belonging to you at Burley.

In reply I am directed by Mr. Stafford Howard to state that he is willing to give you permission, during the pleasure of this Department, to make and maintain a road for vehicles in the position shown by a black line between the points A and B on the enclosed tracing upon the terms and conditions following viz:-

1. An acknowledgment of 10/- per annum is to be paid to the Deputy Surveyor in advance on the 5<sup>th</sup> April in each future year during the continuance of this permission the first payment in respect of the year to 5<sup>th</sup> April 1905 to be made on the acceptance of this offer.

2. In the event of this permission being determined the surface of the soil is to be restored to its original condition to the satisfaction of the Deputy Surveyor.

If this offer is accepted I am to request that you will remit the sum of 10/- to the Hon. G.W. Pascelles, The Kings House, Lyndhurst and return to this Office the enclosed letter signed and dated.

I am, &c.

A.H. Blough, Esq.

(S<sup>d</sup>) Chas. E. Howlett.

F. 1201.

April 1904.

Sir,

I beg to accept the offer contained in your letter of the 12<sup>th</sup> April of permission to make and maintain during the pleasure of your Department a road for vehicles as shown on the plan that accompanied your letter and I agree to pay the acknowledgment and to observe the conditions therein specified.

I am, &c.

(S<sup>d</sup>) P.P. A.H. Blough

N. Marriott?

Manager

E. Stafford Howard, Esq. CP