

Dated
21st November
1904.

Forest of
Dean.

Binderford
Mill.

Tenant.

S. Bright

Declaration
of
Succession.

for future.

Whereas by an Indenture of Lease dated the twenty sixth day of June One thousand eight hundred and ninety nine and made between Her late Majesty Queen Victoria of the first part Edward Stafford Howard Esquire a Commissioner of Woods of the second part and Samuel Bright of Rusbridge Mills near Newnham in the County of Gloucester Miller of the third part All that water corn Mill called or known as the Binderford or Rusbridge Mill with the land or garden ground stable and premises then held and occupied therewith situate at Binderford in the Township of East Dean in the Forest of Dean in the County of Gloucester and containing by admeasurement fourteen perches together with the going gear machinery and fixtures and the mill pool or streams and other pools and waters to the said Mill belonging or appertaining and used therewith and together also with the use (in common with Her Majesty Her Heirs Successors and Assigns grantees lessees licensees and others) of the pond called Binderford Pond near the said Mill and the privilege of fishing in the said pond which Corn Mill land or garden ground stable and premises and the mill pool or stream and pond were more particularly delineated and described in the plan drawn in the margin of the said Indenture and thereon coloured red and blue (save and except thereout as was thereby excepted were demised to the said Samuel Bright from the twenty fifth day of March One thousand eight hundred and ninety eight for the term of fourteen years at the clear rent or sum of Twelve pounds to be paid half yearly in equal proportions upon the twenty fifth day of March and the twenty ninth day of September in every year And in the said Indenture were contained (inter alia) a covenant during the said term to pay to the Queens Majesty Her Heirs Successors and Assigns the said yearly rent or sum of Twelve pounds upon the days and times and in manner thereinbefore appointed for the

payment

Witnessed
X

payment thereof without any deduction or abatement whatsoever except landlords Property Tax And also a proviso that if the said yearly or sum of Twelve pounds or any part thereof should be behind or unpaid for the space of forty days next after any of the days thereinbefore appointed for payment thereof or in case the lessee should not well and truly observe perform and keep the several covenants agreements and conditions and on his part to be observed or performed or if a Receiver in Bankruptcy of his estate shall be appointed or a Receiving Order made against him whilst the premises thereby demised or any part thereof remain vested in him then and in every of the said cases it should be lawful for the lessor to enter into and upon the said demised premises or any part thereof in the name of the whole and the lessee and all other occupiers thereof thereout and therefrom to evict put out or remove and thenceforth to have again retain repossess and enjoy all the said premises as fully and effectually in all respects as if the said Indenture had not been made And whereas the said Samuel Bright has not duly paid the said rent and at the twenty ninth day of September One thousand nine hundred and four there was due to His Majesty Eighteen pounds the rent due for one and a half years to that date And on the fifth day of November One thousand nine hundred and four a Receiving Order in Bankruptcy on the Debtors petition was made against the said Samuel Bright whereby or in consequence whereof His Majesty is entitled to re-enter and retain possession of the said premises let by the hereinbefore recited Indenture of lease Now I the undersigned Edward Stafford Howard the Commissioner of Woods in charge of the Land Revenues of the Crown in the County of Gloucester do hereby signify and exercise on behalf of His Majesty the power or right of re-entry so as aforesaid accrued to His Majesty and do hereby declare the above recited lease and all interest thereunder of the said Samuel Bright and of the Receiver in Bankruptcy of his estate to be forfeited to His Majesty.

Dated this twenty first day of November One thousand nine hundred and four.

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

E. Stafford Howard
1st Whitehall Place,
London. S.W.

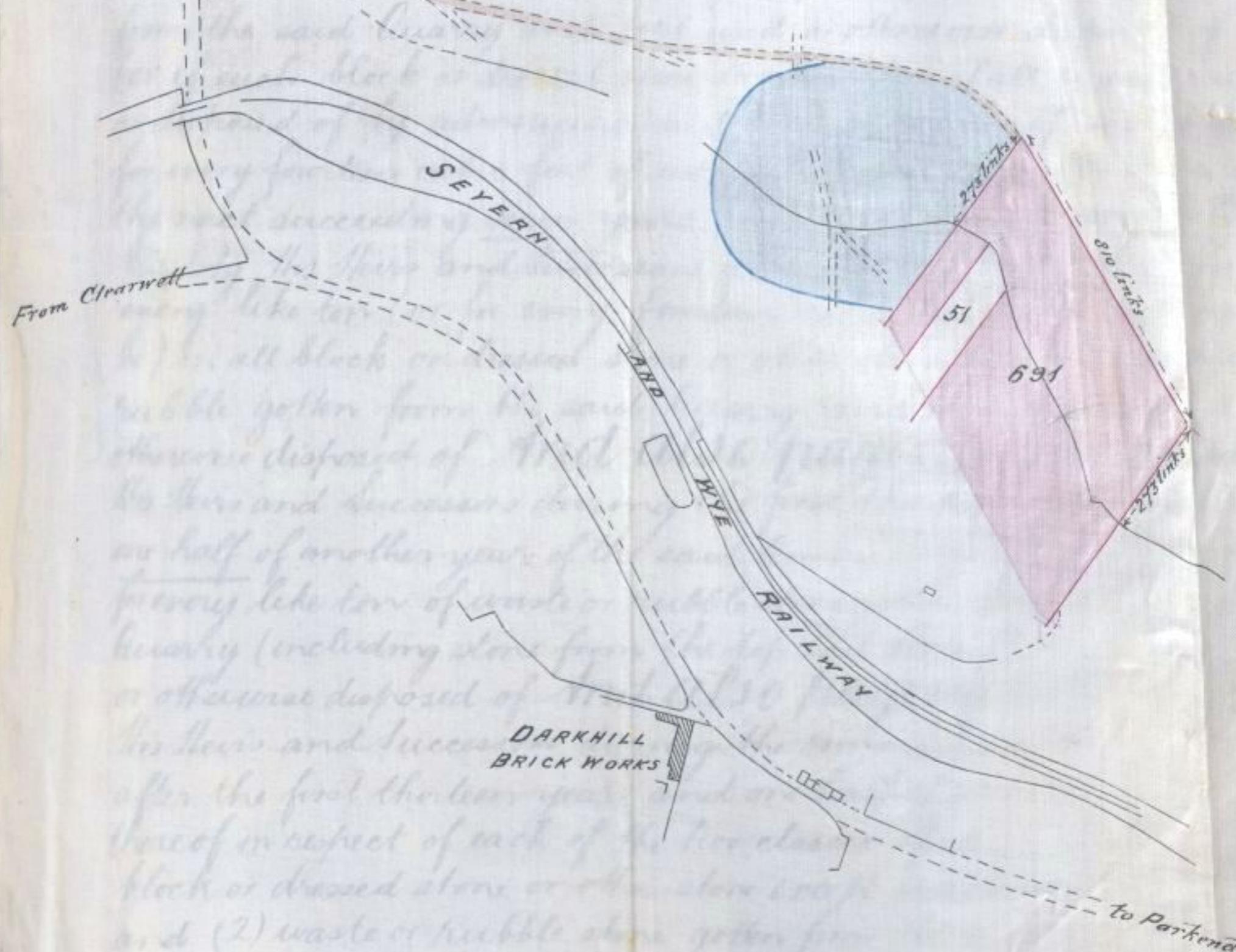
~~Assigned by & Landed from the Will Colchester Wm. W.~~
~~by Date date Nov 3rd 1909 (file 1516)~~

Dated 3 November 1904 This Indenture made the third day of November
21st One thousand nine hundred and four Between The
King's Most Excellent Majesty of the first part
Edward Stafford Howard Esquire C.B. Gaveller 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 William Barnard of Broadwell
lane End, Coleford in the County of Gloucester Freeman
thereafter called "the lessee" of the third part Witnesseth
commissioner that in consideration of the rent and royalties hereinafter
of His Majesty reserved and of the covenants hereinafter contained the
Woods to
said Edward Stafford Howard as such commissioner as
aforesaid on behalf of His Majesty Doth demise and
lease unto the lessee All and singular the Quarries beds
and veins of stone within all that stone quarry situate
at Birch Hill in the Forest of Dean in the County of
Gloucester bounded on part south west by Quarry numbered
51 on the other part south west by open Forest on part
south east by the south east boundary of Quarry numbered
on the other part south east by the south east boundary of Quarry numbered 49
49 produced in a north eastern direction a distance of two
hundred and seventy three links on part north west by the
25 March 1904 north west boundary of Quarry numbered 52 on the other part
Term of years 202 north west by the north west boundary of Quarry numbered
Expires 52 produced in a north eastern direction a distance of
29 Sept. 1924 two hundred and seventy three links and on the north
east by open Forest which said north east boundary is a
distance of eight hundred and ten links and numbered
Certain Rent £25. p. a. 52
quarry ground is more particularly delineated and
described on the plan drawn in the margin of these presents
and is thereon edged with a red line together with the right
in common with the lessor his Grantees Agents or Servants
to the use of the road leading from the said Quarry to the
Coleford High road and coloured brown on the said plan
the lessee at his own expense keeping the said road at
all times during the said term in good repair and
condition to the satisfaction of the lessor To hold the said
Quarry unto the lessee from the twenty fifth day of March
transferred by David dated 14 March 05.
 to Jas. Edward & Son by
 J. Jones, Cardiff
 Assigned to me
 Colchester Wm. W.
 3d to do 1909 - (file 1516)

One

£S 39/5

BIRCH HILL



— SCALE $\frac{1}{2500}$ —

One thousand nine hundred and four for the term of Twenty years and one half of another year yielding and paying unto His Majesty His Heirs and successors therefore the rent or sum of six pounds five shillings for the first half year of the said term and thereafter the clear yearly rent of Twenty five pounds such rent and the royalty hereinafter reserved to be paid to the Brown 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 six years and one half of another year of the said term a royalty of six pence per ton of two thousand two hundred and forty pounds avordupois 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 admeasurement 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 otherwise disposed of And also paying to His Majesty His Heirs and successors during the first thirteen years and one half of another year 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 thirteen years and one half of another year 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 feesee 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 eight pence per ton or two pence per ton as the case might be the assessment of the royalties to be paid by the ^{as} lessees 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 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 the half year ended the twenty ninth day of September One thousand nine hundred and four or in any one year thereafter as would be sufficient in value according to the reservations hereinbefore contained to yield a sum equal to the rent payable for such half year or year as the case may be **Provided also** that the assessment of the royalty to be paid after the first thirteen years and one half of another year 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 or in respect of carriage to any yard or works of the lessee or of any other matter whatsoever except that the cost of carriage from the said quarry or from any yards works or premises of the lessee 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

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 lessee hereby covenants with His Majesty His Heirs and Successors in manner following that is to say

1. To pay unto His Majesty His Heirs and Successors the said rent and royalty 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 Board of the Dean Forest Mining Commissioners relating to quarries in the said Forest made pursuant to the Act of Parliament 1st and 2nd Victoria Chapter 43.
4. Not at any time during the said term to cultivate the said quarry hereby demised or use the same or any part thereof for any purpose whatsoever other than as a stone quarry and not to erect or make any building thereon except a cabin 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 said 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

post pales and other defences and the road above mentioned and not during the said term to fell stub cut top 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 and in the event of any injury or removal as aforesaid to pay to the lessor proper compensation in respect of such damage injury or removal such compensation to be determined in every case by the Deputy Surveyor for the time being of the said Forest.

6. To permit the lessor and his Agents or servants at all reasonable times to enter and inspect the said Quarry and in case ~~in~~ any want of fencing or repair thereto or to the above mentioned road 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 lessee 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 repairing} to the said road and the lessee 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 sufficient 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 thereto adjacent 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 lessee in working the said Quarry shall

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- reach a depth which in the opinion of the Crown's Chief Mineral Inspector may involve a risk of letting water into any such mine or seam and notice thereof shall be given to the lessee or left for him upon the said quarry then the lessee will immediately cease making any further 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 lessee from his 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 lessee 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 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 lessee or his 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 a correct plan and measurement signed by the lessee or his 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 the lessor the quiet and peaceable possession of the Quarry in such order and condition as shall be satisfactory to the lessor.

Provided always and it is hereby agreed that the lessee shall be at liberty to tip or deposit the refuse from the said Quarry upon the land coloured blue upon the said plan to such extent and in such a manner as the said Deputy Surveyor may in his discretion permit or direct.

Provided also that it shall be lawful for the lessor or the lessee to determine the term hereby granted on the twenty ninth day of September one thousand nine hundred and five or any subsequent year of the said term 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 lessee at his usual or last known place of residence or business and if the said notice shall proceed from the lessee the same may be sent by post to or left at the Office in London for the time being of the Commissioners of Woods.

Provided also that if the rent or royalty 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 mentioned which on the part of the lessee are or ought to be observed or performed or if a Receiver in Bankruptcy of his Estate shall be appointed or a Receiving Order made against him or if any company formed for working the store hereby demised shall be wound up or if the lessee shall either voluntarily or involuntarily do or suffer any act or thing whereby or in consequence whereof his 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 fessor 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 lessee to the King's 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.

Provided lastly and it is hereby agreed and declared that the term "fessor" herein means the King's Majesty His Heirs Successors and Assigns or so long as the reversion of the demised premises is vested in the Crown the 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 lessee under these presents shall devolve with the leasehold interest hereby created and be accordingly enjoyed observed and performed by the person or persons in whom such interest shall for the time being be vested.

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

In

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 } E. Stafford Howard. L.D.
Stafford Howard in the presence }
of Chas. E. Howlett
Office of Woods,
Whitehall Place,
London. S.W.

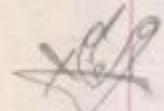
Signed sealed and delivered
by the above named William } W. Barnard. R.B.
Barnard in the presence of }
Jas. Gainswoorth
Bilkwall,
Nr. Coleford. Glos.
Quarry Manager.

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

G. H. Overend.

Assistant to the Keeper of the Records.

6th December, 1907.



Sept 14th

Copy

No. 34

TINTERN ESTATE.

File 6019.

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 ~~message~~ lands and hereditaments hereinafter more particularly described and intended to be hereby conveyed are held of His Majesty in right of His Crown by _____
 _____ of _____
 at the Cot rent of £ _____ per annum AND WHEREAS the said EDWARD STAFFORD HOWARD as such Commissioner as aforesaid hath contracted with ~~the said~~ Wilfred Henry Pick, The Pool Farm Penallt in the County of Monmouth for the sale to him of the ~~said~~ herinafter described premises for the sum of £ 25 (twenty five pounds) _____

NOW KNOW YE that in consideration of the sum of £ 25.0.0 by the said Wilfred Henry Pick _____ 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 Wilfred Henry Pick _____ and his _____ heirs All that piece or parcel of land and premises _____

Inrolled 16-11-01+

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.

Sign
by the
Staff
of

containing ^{a r t} 10 34 or thereabouts situate at Tregagle, Gennalt,
in the County of Monmouth

Sign
by the
Same

depo
Invo

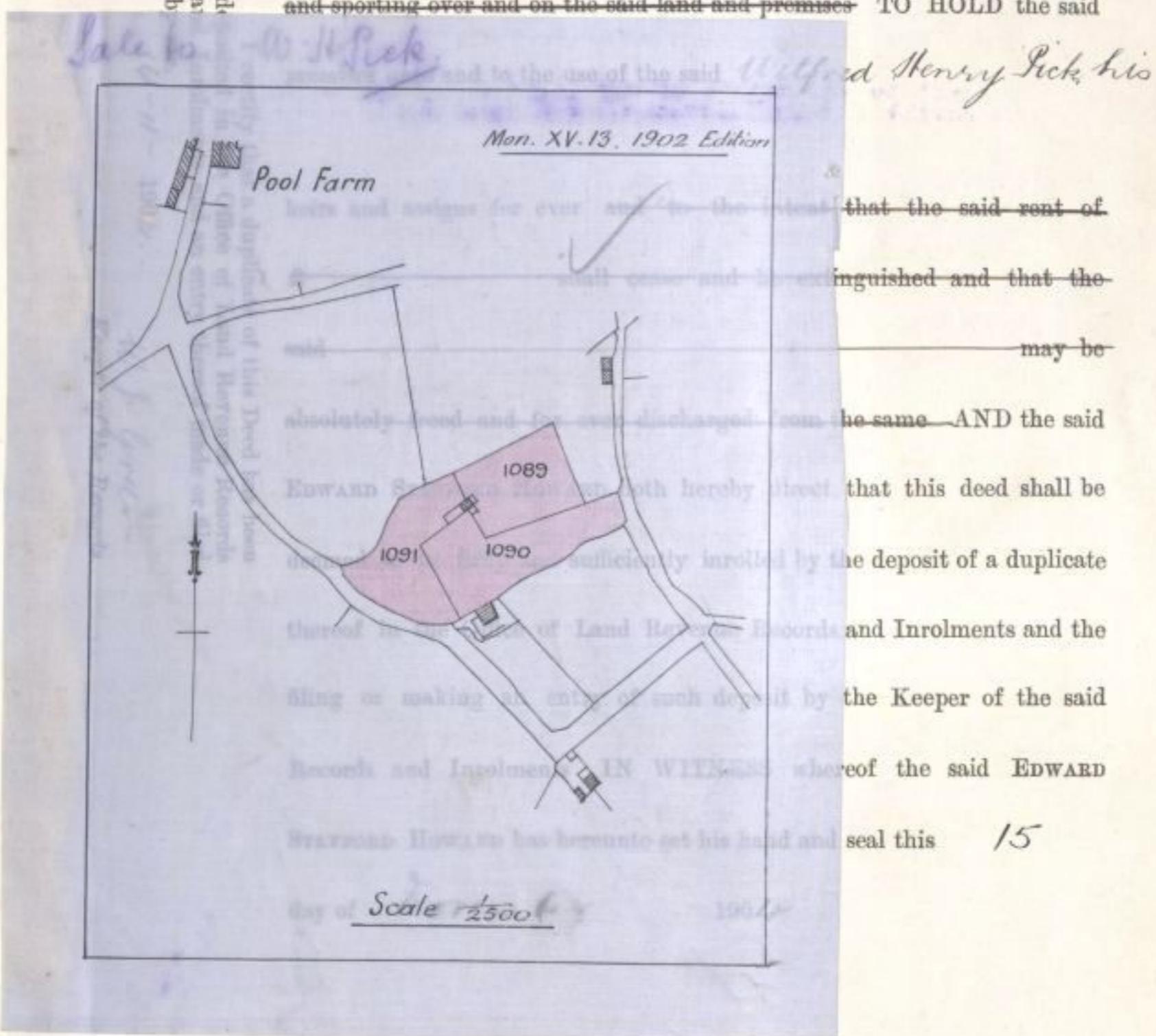
^{ruins}
together with the ~~buildings~~ ^{ruins} erected thereon which said land and
premises are delineated and coloured red on the plan on the back of these
Subject to all rights of way light water and other
pasements (if any) affecting the same and
presentes save and except out of this Grant all 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 **PROVIDED NEVERTHELESS** that the persons
working the said mineral substances shall make reasonable compensation
and satisfaction to the owners of the surface of the said land and premises
for any injury which may be done to such surface and to any buildings
now standing thereon the amount of such compensation to be in every
case settled by the Receiver of Crown Rents whose award under his hand
shall in every case be final **AND ALSO** save and except out of this Grant
(but subject to the provisions of the Ground Game Act 1880) all Game

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e. Senalt

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



Witness to the Execution by the
said EDWARD STAFFORD

HOWARD

Chas E. Howlett

O. W.

1, Whitehall Place
SW.

(gd) E. Stafford Howlett (L)

Approved.

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 *Wilfred Henry Sick his*

heirs and assigns for ever and to the intent that the said rent of

shall cease and be extinguished and that the
said 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 15

day of November 1904

Witness to the Execution by the
said EDWARD STAFFORD

HOWARD

Chas E. Howlett

O. W.

Whitehall Place
SW.

(gd) E. Stafford Howard (L)

Approved.

Assigned to Will Cutcher Wmffes by our date
Sept 20th October 1909 - No 1576 (W & B 1623)

Dated 29 November 1904.

Dean Forest.

E. Stafford Howard Esq.
C.B. a Commissioner of Woods &c.
to Messrs Turner

This Indenture made the twenty ninth day of November One thousand nine hundred and four Between The Kings Most Excellent Majesty of the first part Edward Stafford Howard Esquire C.B. the Commissioner of His Majestys Woods Forests and Land Revenues in charge of the premises hereby demised of the second part and James Edward Turner and William Henry Turner both of Penarth Road Cardiff in the County of Glamorgan Stone Merchants and Quarry Owners (hereinafter called "the lessees") of the third part Witnesseth that in consideration of the rent and covenants hereinafter reserved and contained The said Edward Stafford Howard as such Commissioner as aforesaid by virtue of every power enabling him so

to do Doth by these presents demise and lease unto the lessees all that piece or parcel of land containing Two acres and Twenty perches or thereabouts situate near of waste land near Cannop Pond in the Forest of Dean in the County of Gloucester which said piece of land is part of the Pond in the unenclosed waste land of the said Forest and is more Forest of Dean particularly described on the plan drawn in the margin to be held in hereof and is thereon coloured red except and reserving correction without of this demise all mires ~~and~~ minerals stone and quarries held substrata within or under the said land together by the lessees with all rights powers and authorities incident or in the Forest of belonging to the said excepted premises including Miles Dean.

commencing 29 Sept. 1904 chapter 40 from the twenty ninth day of September term of years. 16 One thousand nine hundred and four for the term of Expires 29 Sept. 1920 Sixteen years (determinable nevertheless as hereinafter mentioned) to be held and used in connection with

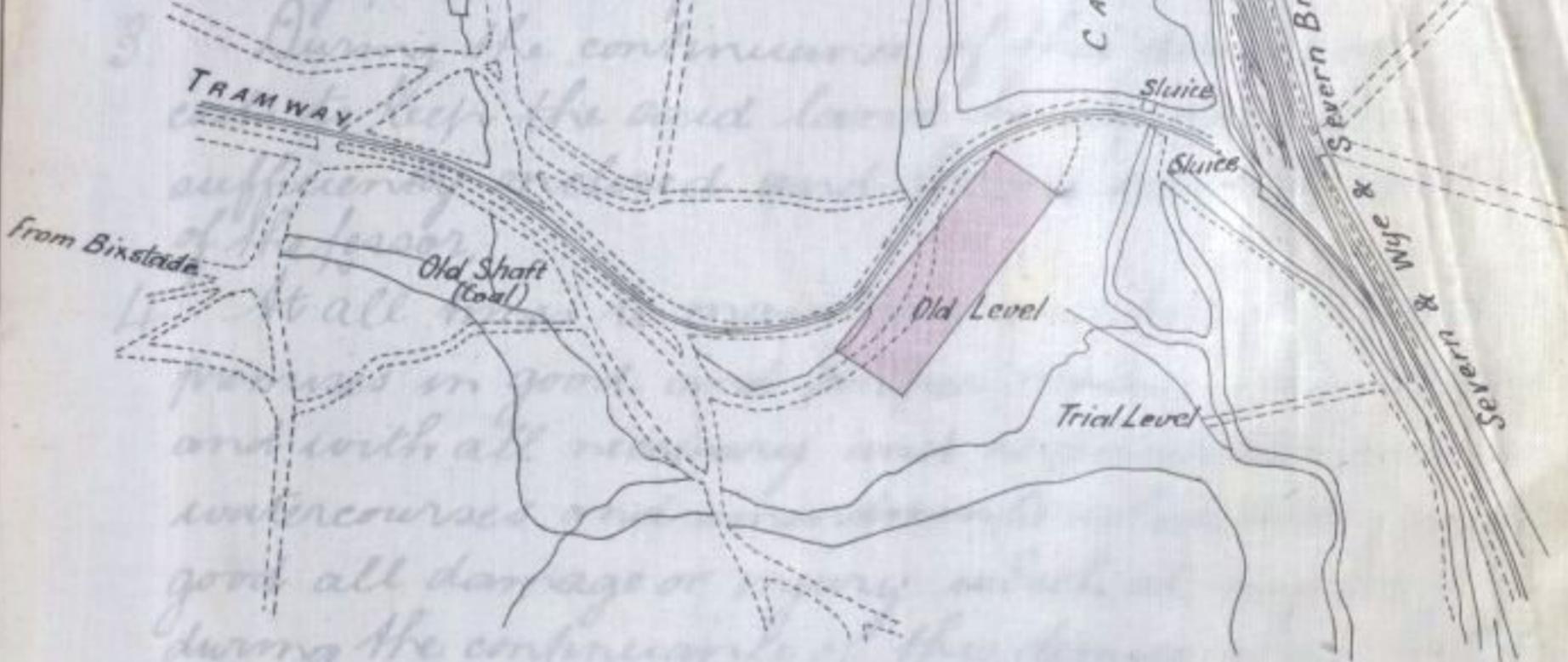
Rent £2. 10. 0 per annum.

any gale or quarry for the time being held by the lessees in the said Forest of Dean and of which the lessees are the registered owners and for no other purpose Paying therefore during the said term unto the Kings Majesty His Heirs and Successors the

The yearly rent of Two pounds ten shillings by equal half yearly payments on the fifth day of March and the twenty ninth day of September in every year without any deduction or abatement whatsoever the first of such payments to be made on the twenty fifth day of March One thousand nine hundred and five And the lessees hereby jointly and severally covenant with the lessor to pay to him and his successors in manner following that

1. To pay into the King's Petty Purse the said yearly rent of Two pounds 10s 9d before appointed for payment without any deduction or abatement whatsoever.

2. To pay the land dues and other rates charges and demands which now are or at any time hereafter may be lawfully exacted or imposed upon any part thereof.



Portion coloured Red - A.R.P. 0.2.20

level by reason of the use or occupation

of the said premises — Scale $\frac{1}{2500}$ —

that it shall be lawful for the lessor

or Deputy lessor to enter into

with or by his or their Workmen Servants or Agents from time to time and at all times during the continuance of this demise to enter into and upon the said demised premises for the purpose of viewing and examining the state and condition thereof.

the yearly rent of Two pounds ten shillings by equal half yearly payments on the fifth day of March and the twenty ninth day of September in every year without any deduction or abatement whatsoever the first of such payments to be made on the twenty fifth day of March One thousand nine hundred and five And the lessees hereby jointly and severally 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 yearly rent of Two pounds ten shillings on the days hereinafore appointed for payment thereof without any deduction or abatement whatsoever.
2. To pay the land Tax and all other taxes seuer and other rates charges assessments and impositions whatsoever which now are or at any time during the said term may be taxed assessed or imposed upon the said demised premises or any part thereof.
3. During the continuance of this demise at their own costs to keep the said land hereby demised well and sufficiently enclosed and fenced in to the satisfaction of the lessor.
4. At all times to maintain and keep the said demised premises in good and proper repair order and condition and with all necessary and requisite drains sewers watercourses and amendments whatsoever and to make good all damage or injury which at any time or times during the continuance of this demise may happen or be occasioned to the lands trees property or possessions of His Majesty or of any adjoining Owner or Owners or to the said leavel by reason of the use or occupation of the said demised premises for the purposes aforesaid Provided that it shall be lawful for the lessor or the Deputy Surveyor or Deputy Gaveller for the time being of the said Forest with or by his or their Workmen Servants or Agents from time to time and at all times during the continuance of this demise to enter into and upon the said demised premises for the purpose of viewing and examining the state and condition thereof.

5. Not at any time during the continuance of this demise without the consent in writing of the lessor for that purpose first had and obtained to erect build or set up or permit or suffer to be erected built or set up upon the said piece of land hereby demised or any part of the same any house building or machinery whatsoever nor use or occupy or permit or suffer the said demised premises or any part thereof to be used or occupied otherwise than for the purposes of and in connection with the said Gales or Quarries and in strict conformity with the Acts 1st and 2nd Victoria Chapter 43 Section 25 and 24th and 25th Victoria Chapter 40 Sections 6 and (so far as the same may be applicable thereto) the rules orders and regulations of the Dean Forest Mining Commissioners made for the working of Gales or Quarries in the said Forest of Dean and not to commit or suffer to be committed any waste spoil damage or injury to the said demised premises or any part thereof or to the enclosures lands trees property or possessions of His Majesty or of any adjoining Owner or Owners nor to do or suffer to be done any act or thing whatsoever which may be or become a nuisance annoyance or disturbance to the lessor or to the Owners or Occupiers of any contiguous premises.
6. At the end or other sooner determination of the said term to peaceably and quietly leave surrender and yield up unto the lessor or his or their duly authorised Agent the said demised premises in good and proper repair order and condition.
7. At their own costs within three calendar months from the respective dates thereof to cause all assignments which may at any time hereafter be made of these presents or of the premises hereby demised and all Orders of Court Probates of Wills and Letters of Administration and other instruments affecting the devolution of the premises or the term hereby granted to be lodged in the Office of the Commissioners of Woods in order that minutes or dockets thereof

respectively

respectively may be entered and to pay the usual fees
therefor.

Provided always and these presents are granted upon this express condition that the said term hereby granted shall absolutely cease and determine when the said Gales or Quarries shall be relinquished or given up or any or either of them shall cease to be worked pursuant to the rules orders and regulations of the Dean Forest Mining Commissioners made for working Gales or Quarries within the said Forest or the leases of the said Gales or Quarries shall be otherwise determined. Provided also and these presents are upon this express condition that if the said rent of two pounds ten shillings hereby reserved or any part of the same shall be unpaid for thirty days next after either of the days of payment on which the same ought to be paid or if the lessees do not in all things observe perform and keep all and singular the covenants provisoies conditions and restrictions herein contained and on their part to be performed and kept according to the true intent and meaning of these presents then and from thenceforth and in any of such cases the lessor may reenter and retake possession of the said demised premises as fully in all respects as if these presents had not been made and in case of any such reentry there shall be payable by the lessees to His Majesty His Heirs and successors in addition to any rent ~~then~~ due a proportionate part of the accruing rent for the then current half year up to the day on which such reentry shall have been made.

And it is hereby agreed and declared that the term "lessor" herein means the King's Majesty His Heirs Successors and Assigns or so long as the reversion of the demised premises is vested in the Crown the Commissioner or Commissioners Gaveller or Deputy Gaveller 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

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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 witness whereof the said parties to these presents of the second and third part 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. Stowlett }
 E. Stafford. Howard (L)

OFFICE OF WOODS,
 1, WHITEHALL PLACE,
 LONDON, S.W.

Signed sealed and delivered
 by the above named James
 Edward Turner in the presence }
 of W.H. Clarke,
 20 Bymmer St.
 Clerk. Cardiff.

Jas. E. Turner. (L)

Signed sealed and delivered
 by the above named William
 Henry Turner in the presence }
 of W.H. Clarke,
 20 Bymmer St.
 Clerk. Cardiff

W.H. Turner. (L)

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

X/
 J.H. Overend.
 26th April, 1905. Assistant to the Keeper of the Records.

Transfer dated 8th August, 1905 Geo. T. Stephens to Peter Buchanan
George Thos. Stephens, and Emanuel Gardner
Transfer dated Sept. 4th 05. (Term 5 years from 12 July, 1904) to Samuel
Thompson Clothier, Street, Somerset.

140

Dated 24 Novem^r. One thousand nine hundred and four Between The King's
Most Excellent Majesty of the first part Edward
Stafford Howard Esquire CB. Gaveller 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
George Thomas Stephens of Christchurch Coleford
in the County of Gloucester Freeminer (hereinafter called
"the lessee") of the third part Witnesseth that in
consideration of the rent any royalty hereinafter
reserved and of the covenants hereinafter contained
of His Majesty's the said Edward Stafford Howard as such Commissioner
Woodes. as aforesaid on behalf of His Majesty Doth demise and
lease unto the lessee All and singular the Quarries
beds and veins of stone within All that stone quarry
situate at Gossly Knoll in Parkend Walk in the Forest
of Dean and County of Gloucester of the length of Thirty
yards and bounded on the North East and part South by
open Forest on the other part South by Quarry 1491 and
of Quarry on the West by the East fence of a garden in the occupation
no. 692 of John Thomas and numbered 692 in the Deputy Surveyor's
Quarry lease Books which quarry ground is more partic-
ularly delineated and described on the plan drawn in
24 June 1904 the margin of these presents and is thereon coloured red
no. off plan 20th To hold the said Quarry unto the lessee from the
24 June 1904 twenty fourth day of June One thousand nine hundred
and four for the term of Twenty years and one quarter
of another year Yielding and paying unto His
Majesty His Heirs and Successors therefore the sum of One
p. per annum pound ten shillings for the period from the said twenty
fourth day of June One thousand nine hundred and four
to the twenty ninth day of September One thousand nine
hundred and four and thereafter the clear yearly rent of
six pounds such rent and the royalty hereinafter 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 landlord's Property Tax)
And also yielding and paying to His

Majesty

Majesty His Heirs and Successors during the first six years and one quarter of another year of the said term a royalty of six pence per ton of two thousand two hundred and forty pounds avordupois 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. 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 on all block or dressed stone or other stone except waste or rubble gotten from the said quarry and sold used or otherwise disposed of. And also paying to His Majesty His Heirs and Successors during the first thirteen years and one quarter of another year 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 thirteen years and one quarter of another year thereof in respect of each of the two classes of (1) block or dressed stone or other stone except waste or rubble and of (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 of value of the stone of the class on which it was paid instead of at the rate of eight pence per ton or two pence per ton as the case might be the assessment of the royalties to be paid by the lessee 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

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year And also 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 reservations 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 thirteen years and one quarter of another year of the said term as aforesaid the value of the stone shall be deemed to be the price for which the same shall be "bona 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 or in respect of carriage to any yard or works of the lessee or of any other matter whatsoever except that the cost of carriage from the said quarry or from any yards works or premises of the lessee 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 lessee hereby covenants with His Majesty His Heirs and Successors in manner following that is to say:

1. To pay unto His Majesty His Heirs and Successors the said rent and royalty hereby reserved at the time and in the manner hereinbefore mentioned for payment

thereof

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 ~~1st~~^{1st} and 2nd Victoria Chapter 43.
4. Not at any time during the said term to cultivate the said quarry hereby demised or use the same or any part thereof for any purpose whatsoever other than as a stone quarry and not to erect or make any building thereon except a cabin 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 said 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 pale pales and other defences and not during the said

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term to fell stub cut lop or wilfully destroy spoil or damage any timber or other tree pollard sapling or young store growing on ~~or~~ or near the said premises or any part thereof.

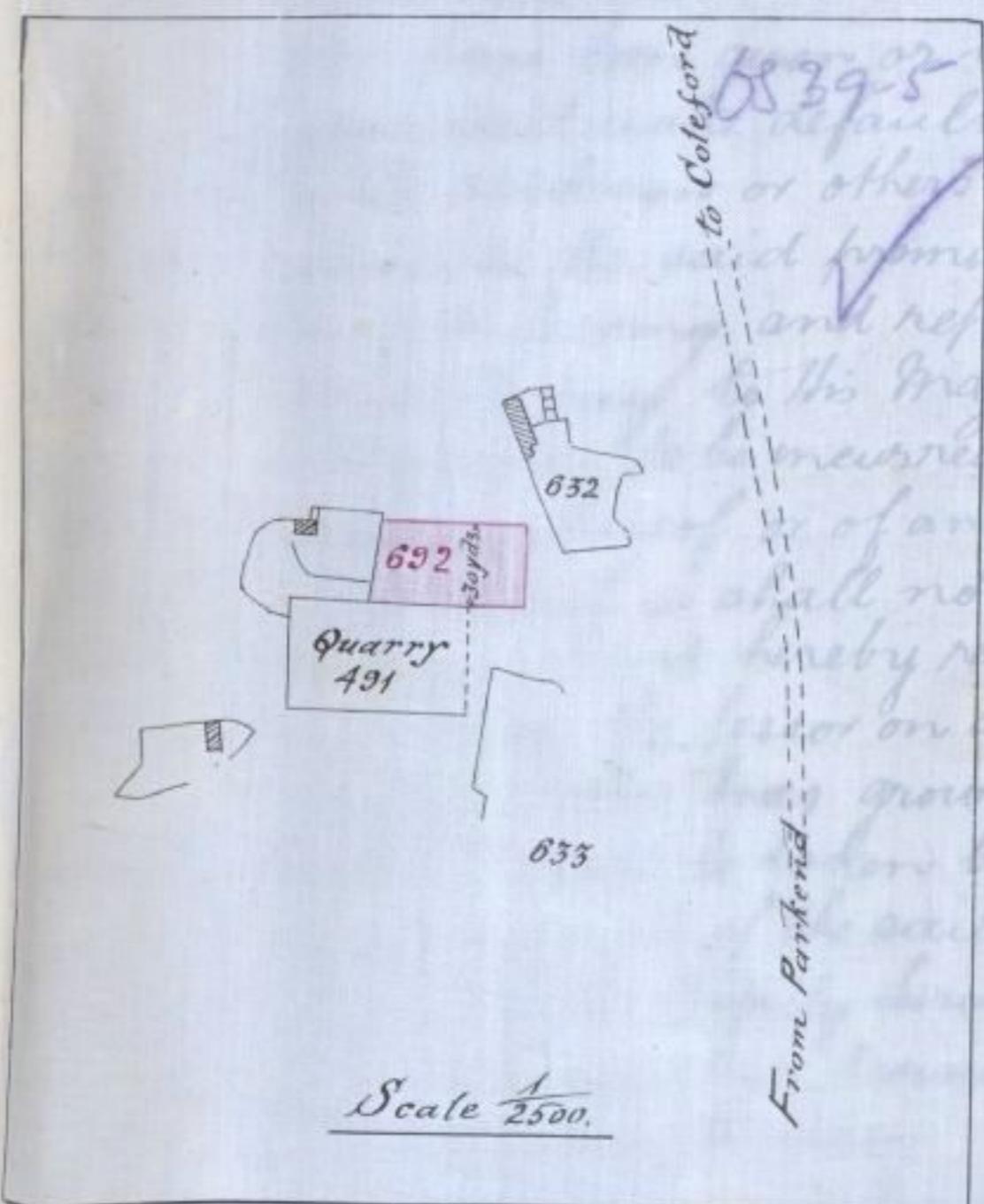
6. To permit the lessor and his Agents or servants at all reasonable times to enter and inspect the said quarry and in case any want of fencing or repair shall be found the lessee will upon notice thereof in writing being given to or left on the said premises for him substantially and

... b. obtain fence and amend the same accordingly next after any such notice as aforesaid. And in case the so doing it shall be lawful be employed by the lessor to and to perform and complete is and the lessee will on 'y His Heirs and Successors hereby and in case of non- part thereof the same or such e paid may be recovered by ed and in arrear.

and the value of all wood or being upon the said land the lessee or damaged by or works such value to be deter- of the said Forest of Dean for shall be conclusive and

thwithstanding the said it 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 thereto adjacent and not comprised in this demise may be damaged by or overcharged with water or whereby



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lorn to fell stub cut lop or wilfully destroy spoil or damage any timber or other tree pollard sapling or young store growing on ~~or~~ or near the said premises or any part thereof.

6. To permit the lessor and his Agents or servants at all reasonable times to enter and inspect the said quarry and in case any want of fencing or repair shall be found the lessee will upon notice thereof in writing being given to or left on the said premises for him 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 lessee 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 lessee 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 by distress as rent hereby reserved and in arrear.
7. To pay the lessor on demand the value of all wood timber or other trees growing or being upon the said land which shall be taken by the lessee or damaged by or in consequence of the said works such value to be determined by the Deputy Surveyor of the said Forest of Dean for the time being whose decision shall be conclusive and binding upon the lessee.
8. To search for and dig forthwith stone from the said quarry and with sufficient 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 thereto adjacent and not comprised in this demise may be damaged by or overcharged with water or whereby

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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 lessee 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 letting water into any such mine or seam and notice thereof shall be given to the lessee or left for him upon the said quarry then the lessee will immediately cease making any further 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 lessee from his liability in respect of any damage occasioned as aforesaid.

9. 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 lessee giving any explanation that may be required in relation thereto.
10. 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 ha

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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 lessee or his chief or only agent for the time
being and within the same pounds and at such other time
as aforesaid to deliver if required to the lessor a correct
plan and measurement signed by the lessee or his 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 dis-
tinctly 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

11. 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.
12. At the end or sooner determination of the said term
hereby granted to yield and deliver up to the lessor the
quiet and peaceable possession of the quarry in such
order and condition as shall be satisfactory to the lessor.
13. Provided always and it is hereby agreed that it
shall be lawful for the lessor or the lessee 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 lessee at his usual or last known place of
residence or business and if the said notice shall
proceed from the lessee the same may be sent by
post to or left at the Office in London for the time being
of the Commissioners of Woods.
14. Provided always that if the rent or royalty
hereby reserved or any part thereof shall be in arrear

for

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 mentioned which on the part of the lessee are or ought to be observed or performed or if a Receiver in Bankruptcy of his Estate shall be appointed or a Receiving Order made against him or if any company formed for working the stone hereby demised shall be wound up or if the lessee shall either voluntarily or involuntarily do or suffer any act or thing whereby or in consequence whereof his 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 lessee to the King's 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.

15. Provided lastly and it is hereby agreed and declared that the term "lessor" herein means the King's Majesty His Heirs Successors and Assigns or so long as the reversion of the demised premises is vested in the Crown the 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 lessee under these presents shall devolve with the leasehold interest hereby created and be accordingly enjoyed observed and performed by the person or persons in whom such interest shall for the time being be vested.

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

In witness whereof the said 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.

C. Stafford Howard. C.D

Signed sealed and delivered
by the above named George }
Thomas Stephens in the presence }
of Thomas. S. Guilleain.
Shortstanding
School Teacher.

George T. Stephens. G.S

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

H. J. Overend.

Assistant to the Keeper of the Records

19th December, 1904.

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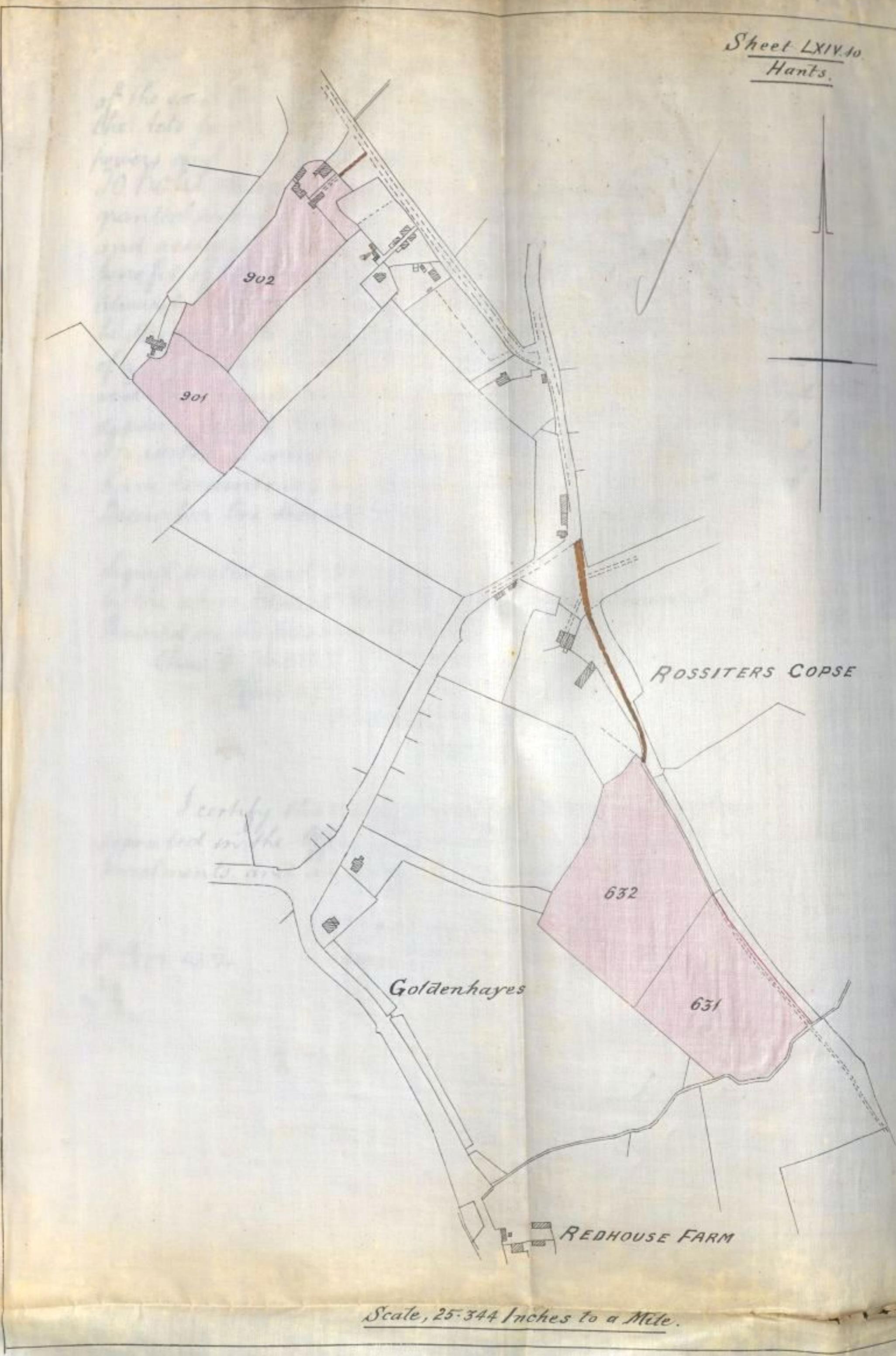
Sold 1905

Dated 9th December 1904.

New Forest.

C. Stafford Howard Esq C.B. the Commissioner of His Majestys Woods in charge of the Land Revenues of the Crown in the County of Southampton acting under the powers of the Crown Lands Acts 1829 to 1894 and of all other powers enabling me in this behalf with the consent of the Woods Commissioners of His Majestys Treasury signified by their Warrant dated the seventeenth day of October C.B.a One thousand nine hundred and four and in consideration of the sum of Seven hundred and seventy pounds three shillings Woods &c and four pence by James Hull of Bartley to Morn^t Bartley in the County of Southampton paid James Hull into the Bank of England on the twenty eighth day of November One thousand nine hundred and four to the credit of the cash account of the Commissioners of His Majestys Woods Forests and Land Revenues (the conveyance receipt whereof by such payment I do hereby acknowledge) of messuage &c by these presents grant and convey unto the said and land James Hull and his heirs First All those pieces or called Martins parcels of land containing nine acres one rood and and tithe twenty nine perches or thereabouts situate at Bartley Rentcharge in the Parish of Netley March in the County of Southampton thereon and known as "Martins" Together with the messuage and buildings erected thereon which said lands and premises are more particularly delineated on the plan annexed hereto and are thereto coloured red Together £770. 3. 4. with the right for the said James Hull his heirs and assigns at all times hereafter and for all purposes connected with the use and occupation of the said messuage and hereditaments but not further or otherwise with or without horses or other animals carts carriages or wagons laden or unladen to go and return along and over the roads or ways shown upon the said plan and thereon coloured brown And Secondly All those tithe commutation Rentcharges amounting to one pound seven shillings and six pence per annum arising or payable in respect

of



Scale, 25.344 Inches to a Mile.

of the said lands hereby conveyed but variable according to
 the Acts for the Commutation of Tithes Together with all
 powers and remedies for the recovery of such rentcharges
 to hold the said land tithe rentcharges and premises hereby
 granted unto and to the use of the said James Hull his heirs
 and assigns for ever subject nevertheless to and with the
 benefit of the existing tenancy thereon And I the said
 Edward Stafford Howard do 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 Involments and the filing or making an entry of such
 deposit by the Keeper of the said Records and Involments
 In witness whereof I the said Edward Stafford Howard
 have hereunto set my hand and seal this ninth day of
 December One thousand nine hundred and four.

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

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.

19th Decr. 1904

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d.g

(Sd) G.H. Overend
 Assistant to the Keeper of the Records.