

Scholar 05/6

Dated
13th April
1905.

Forest of
Dean.

E. Stafford
Howard, Esq
C.B. a Comms^r
of His Majesty's
Woods
to
The Forest of
Dean Stone
Towns, Ltd.

Lease
of Quarry
No. 591.

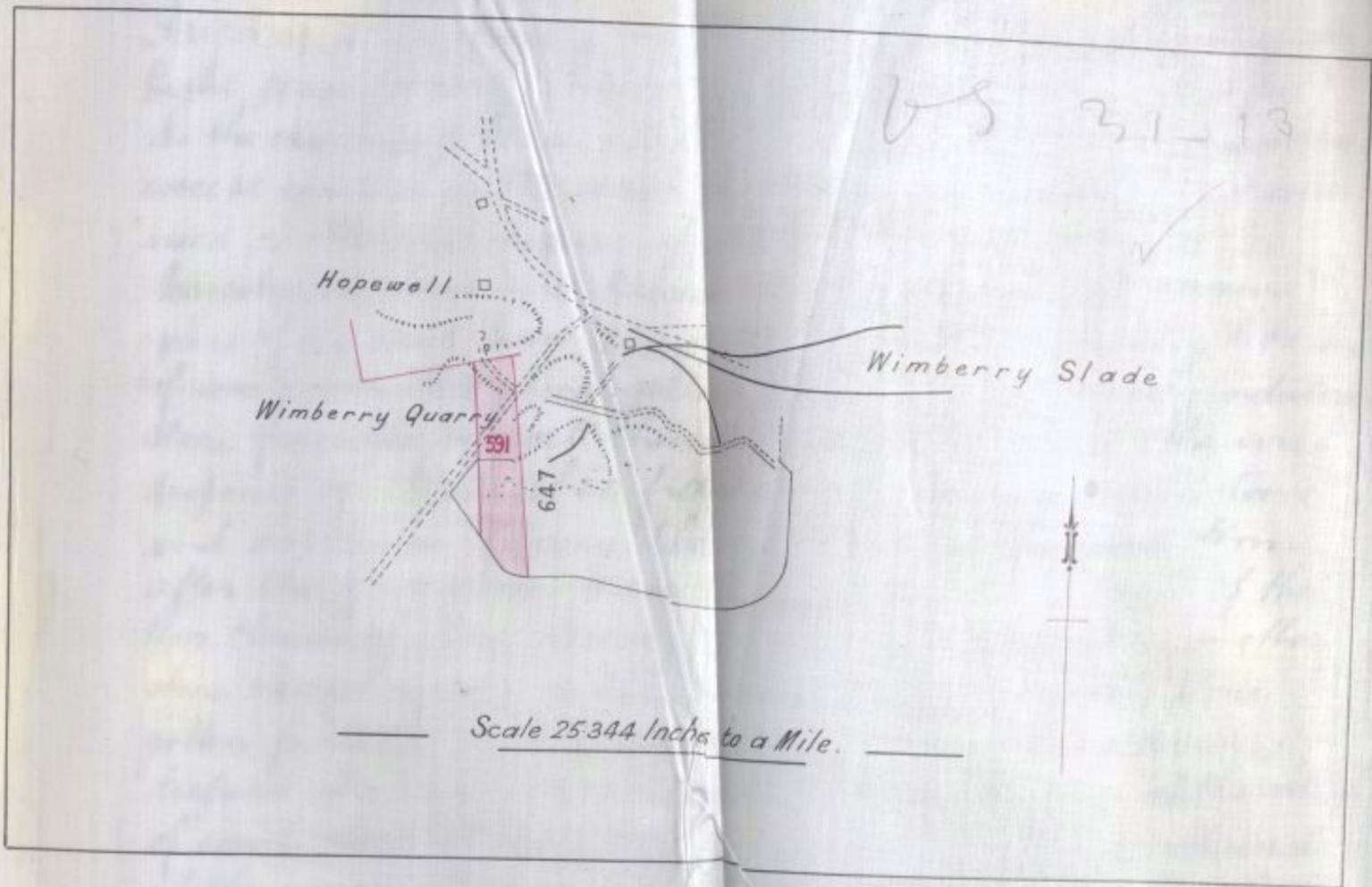
Commencing
29 Sept. 1904.
Term of Years
Expires 21
29 Sept. 1925

Certain Rent
£6 per annum
Royalties as
within mention-
ed.

This Indenture made the thirteenth day of April One thousand nine hundred and five Between The King's Most Excellent Majesty of the first part Edward Stafford Howard Esquire C.B. Gavelor of the Forest of Dean and the Commissioner of His Majesty's Woods in charge of the hereditaments hereinafter described of the second part and The Forest of Dean Stone Towns Limited whose registered office is at 44 High Street in the City of Bristol (hereinafter called the Lessees) of the third part Witnesseth that in consideration of the rent and royalty hereinafter reserved and of the covenants hereinafter contained the said Edward Stafford Howard as such Commissioner as aforesaid on behalf of His Majesty Doth demise And lease unto the Lessees All and singular the Quarries beds and veins of stone within all that stone quarry situate lying and being at Wimberry in Worcester Walk in the Forest of Dean and County of Gloucester of the length of Twenty yards bounded on the east by Quarry No. 647 on the South or South West by the site of the old bank of The Perch Plantations and on all other parts or sides by open Forest and numbered 591 in the Deputy Surveyor's Quarry Lease Book which quarry ground is more particularly delineated and described on the plan drawn in the margin of these presents and is thereon coloured red To hold the said Quarry unto the Lessees from the twenty ninth day of September one thousand nine hundred and four for the term of Twenty one years Yielding and paying unto His Majesty His Heirs and Successors therefor 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

His Majesty His Heirs and Successors during the first four years of the said term a royalty of six pence per ton of Two thousand two hundred and forty pounds avoirdupois on all block or dressed stone and all other stone except waste or rubble gotten from the said Quarry and sold used or otherwise disposed off or if such block or dressed stone or other stone shall be sold used or disposed of by measurement then a royalty of six



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 Lessees as aforesaid to be settled by the Gaveler 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

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His Majesty His Heirs and Successors during the first four years
 of the said term a royalty of six pence per ton of Two thousand
 two hundred and forty pounds avoirdupois on all block or
 dressed stone and all other stone except waste or rubble gotten
 from the said Quarry and sold used or otherwise disposed
 off or if such block or dressed stone or other stone shall be sold
 used or disposed of by measurement then a royalty of six
 pence for every fourteen cubic feet of such stone) And thereafter
 during the next succeeding seven years of the said term
 Paying to His Majesty His Heirs and Successors a royalty of
 Eight pence for every like ton (or for every fourteen cubic feet
 as the case may be) on all block or dressed stone or other stone
 except waste or rubble gotten from the said Quarry and sold
 used or otherwise disposed of And also paying to His
 Majesty His Heirs and Successors during the first eleven
 years of the said term a royalty of Two pence for every like ton
 of waste or rubble stone gotten from the said Quarry (including
 stone from the topsoil 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 eleven years thereof in respect of each of the
 two classes of stone namely (1) block or dressed stone or other
 stone except waste or rubble and (2) waste or rubble stone
 gotten from the said Quarry and sold used or otherwise
 disposed of a royalty thereon equal to the percentage of the value
 of such class of stone that would have been produced
 if the royalty thereon paid by the Lessees during the whole
 of the second period of seven years had been assessed as a
 percentage value of the class on which it was paid instead
 of at the rate of Eight pence per ton or two pence per ton as the
 case might be the assessment of the royalties to be paid by the
 Lessees as aforesaid to be settled by the Gaveler 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

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being determined by reentry under the proviso herein-
 after contained a proportionate part of the said rent
 for the fraction of the current year and all royalty
 accrued up to the day of such reentry Provided
 that no royalty shall be payable upon so much of the
 stone sold used or disposed of in any one year as would
 be sufficient in value according to the reservation
 hereinbefore contained to yield a sum equal to the rent
 payable for such year Provided also that in the
 assessment of the royalty to be paid after the first
 eleven years of the said term as aforesaid the value
 of the stone shall be deemed to be the price for which
 the same shall be 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 Lessees 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 Lessees
 in the Forest of Dean as the case may be to the place of
 delivery to a purchaser shall be allowed where such
 cost is included in the sale price And in the event of
 the stone being used or disposed of otherwise than by sale
 the value shall be deemed to be the general market
 price in the Forest of Dean at the date that the stone
 was so used or disposed of without allowance of
 any deduction whatsoever and if there shall be any
 dispute as to what was the general market price at
 such date such dispute shall be determined by the Crown's
 Chief Mineral Inspector for the time being whose decision
 shall be final and binding on all parties And the
 Lessees hereby covenant with His Majesty His Heirs
 and Successors in manner following that is to
 say

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

for

- 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 landlord's 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 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 pales and other defences and not during the said term to fell stub cut lop or wilfully destroy spoil or damage any timber or other tree pollard sapling or young stone growing on or near the said premises or any part thereof.

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

7. To search for and dig forthwith stone from the said Quarry and with at least four good and able bodied quarrymen and workmen to work manage and carry on the said Quarry in a fair workmanlike and proper manner to the satisfaction of the Lessor and not at any time to commit or suffer within the said Quarry any wilful or negligent act whereby the mines and seams of coal and iron thereunder or adjacent thereto and not comprized in this demise may be damaged by or overcharged with water or whereby the working of any such mines or seams may be impeded or prevented and if at any time any excavations or borings made by the Lessees in working the said Quarry shall reach a depth which in the opinion of the Crown's Chief Mineral Inspector may involve a risk of letting water into any such mine or seam and notice thereof shall be given to the Lessees or left for them upon the said Quarry then the Lessees will immediately cease making any excavation or boring in such place or places as may

- be specified in such notice but the fact of any such notice being given or not shall not exonerate the Lessees from their liability in respect of any damage occasioned as aforesaid.
8. To keep legible books of account with correct entries of the quantities of the stone gotten from the said Quarry and of the persons to or by whom and the times and prices at or for which the same shall be sold used or disposed of and at all times when required to produce the said account to His Majesty's Agent for the time being and permit him to take extracts therefrom or copies thereof the Lessees giving any explanation that may be required in relation thereto.
9. To deliver to the Lessor or to His Majesty's said Receiver within ten days next after the twentieth day of September in each year and at such times during the said term as the Lessor shall in writing require the same and also within ten days after the expiration or sooner determination of the said term a correct and legible account in writing of the quantity of the stone which during the preceding year and such other time as shall be required by such notice as aforesaid shall have been gotten and sold used or otherwise disposed of clearly expressing therein if the Lessor shall so require the names of the persons to or by whom and the times and prices (if any) at and for which the same respectively shall have been sold used or disposed of or if the circumstances shall so require a statement that none of the stone hereby demised has during the preceding year or such other time as aforesaid been gotten and sold used or otherwise disposed of every such account being if required first verified by a statutory declaration by the Lessees or their chief or only Agent for the time being And within the same periods and at such other time as aforesaid to deliver if required to the Lessor a correct plan and measurement signed by the Lessees or their chief or only Agent of the actual area of the lands from which the said stone shall have been gotten as aforesaid and of the workings and cuttings of and in the said quarry distinctly showing the course

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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.

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

13. Provided always that if the rent or royalties hereby reserved or any part thereof shall be in arrear for twenty days or if there shall be a breach of any of the covenants conditions or agreements in these presents contained or in any of the said rules and regulations annexed to the Award of the ^{Said} Dean Forest Mining Commissioners hereinbefore mentioned which on the part of the Lessees are or ought to be observed or performed or if the Lessees

Clause
cancelled. See
typewritten copy
of Agreement.

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or any company being assignees of these presents shall be wound up except for the purposes of reconstruction or if a Receiver in Bankruptcy of the Lessee's estate shall be appointed or a Receiving

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MEMORANDUM OF AGREEMENT made the tenth day of October One thousand nine hundred and six BETWEEN THE KING'S MOST EXCELLENT MAJESTY of the first part the within named EDWARD STAFFORD HOWARD as such Commissioner as within mentioned of the second part and THE FOREST OF DEAN STONE FIRMS LIMITED (hereinafter referred to as "the Company") of the third part WHEREAS all interest in the within written Indenture is still vested in the Company AND WHEREAS by Clause 12 of the within written Lease it is provided that the Lessor or the Lessee may determine the term thereby granted at the expiration of the first or any subsequent year thereof by six months notice in writing AND WHEREAS the Company have requested the said Edward Stafford Howard as such Commissioner as aforesaid to cancel such Clause and to vary the said Lease in manner hereinafter appearing NOW THESE PRESENTS WITNESS that in exercise of the powers of the Crown Lands Acts 1829 to 1906 and of all other powers in anywise enabling him and with the consent of the Treasury signified by their Warrant dated the ninth day of October One thousand nine hundred and six the said Edward Stafford Howard as such Commissioner as aforesaid hereby on behalf of His Majesty cancels the before mentioned Clause 12 AND IT IS HEREBY COVENANTED AGREED AND DECLARED by and between the said parties hereto that the following clause shall be substituted for Clause 12 in the within written Indenture that is to say PROVIDED ALWAYS AND IT IS HEREBY AGREED that in the event of the said Quarry being worked out it shall be lawful for the Lessee to determine the term granted by the within written Indenture of Lease on giving notice in writing of such purpose and intent to the Lessor at least six calendar months before the expiration of some year of the said term and such notice may be left

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either voluntarily whereby or in cases hereby demised come vested in by representation useful for the lessor any part thereof the same premises in case of any access to the Kings to any rent or accruing rent the day on which

by agreed herein means the in or so long as ted in the Crown or other the person to the management in "Lessee's" shall

and doth hereby fully and duplicate thereof in vents and the by the Keeper

Stafford Howard the Lessee's have affixed the day

Signed

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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.

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11. term the qua satis

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Clause cancelled. See typewritten copy of Agreement.

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at the Office of the Commissioners of Woods in London 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
E. Stafford Howard, L.S.
Allanore R. Howard (Spinster)
Thornbury Castle
Glos.

The Common Seal of the Forest of Dean Stone Firms Limited was affixed in the presence of
Hubert R.N. Pictors }
Walter Bryant } Directors. L.S.
William Bryant } Secretary.

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

G.F. Hancock
25th October 1906. Assistant Keeper of the Records.

or any Company being assignees of these presents shall be wound up except for the purposes of reconstruction or if a Receiver in Bankruptcy of the Lessee's estate shall be appointed or a Receiving Order made against them or if the Lessees shall either voluntarily or involuntarily do or suffer any act or thing whereby or in consequence whereof their interest in the premises hereby demised shall without such consent as aforesaid become vested in any person whomsoever except by bequest or by representation then and in any of such cases it shall be lawful for the lessor into and upon the said demised premises or any part thereof in the name of the whole to reenter and the same premises to have again as in his former estate and in case of any such reentry there shall be payable by the lessees to the 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.

14. 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 the term "Lessee" shall include their Successors and Assigns.

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 Lessees have caused their Common Seal to be hereunto affixed the day and year first above written.

Signed

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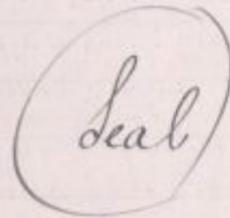
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Signed sealed and delivered
by the above named Edward
Stafford Howard in the
presence of
Chas. E. Howlett.

E. Stafford Howard. (L.S.)

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

The Common Seal of the Forest
of Dean Stone Farms limited
was affixed in the presence of
Herbert R. D. Sietor
Walter Bryant.



Directors.

William Bryant

Secretary.

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

13th May 1905.

Assistant to the Keeper of the Records.

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Agreement made the *29th* day of *April* One thousand nine hundred and *five*
Between the KING'S MOST EXCELLENT MAJESTY
of the first part EDWARD STAFFORD HOWARD Esquire C.B. a
Commissioner of Woods (hereinafter called the said Commissioner
which term shall also include the Commissioner of Woods for the
time being) of the second part and *M^{rs} Mary Annell*
Hill

(hereinafter called "the Tenant") of the third part

WHEREBY the said Commissioner agrees to let to the Tenant
who agrees to take as Tenant of His Majesty ALL THAT *Orchard*
and pasture land being Ordinance N^o 24 258
and 25277. Situate in the Parish of Trelleck
Grange and containing 2r. 9p.

Together with the appurtenances which premises are coloured red on
the plan annexed hereto Except and reserving to His Majesty
all rights of sporting and all timber and other trees and all mines
and minerals with free access to cut work and carry away the same

TO HOLD the said premises to the Tenant from the *29th*
day of *September 1904* as Tenant from year to year (determinable
as hereinafter mentioned) at the yearly rent of *One pound*
to be paid to the Crown
Receiver for *Tintern* free from all deductions whatsoever (except
Landlord's property tax and Tithe Rent charge) by equal half yearly
payments on the *25th* day of *March* and the *29th*
day of *September* in every year the first half yearly
payment to be due on the *25th* day of *March*
1905 And the last payment to be made in advance one Calendar
month before the expiration of the tenancy AND the Tenant hereby
agrees with the King's Majesty His Heirs and Successors

1. To pay to the King's Majesty the said yearly rent of
one pound on the days and in the manner
aforesaid

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W. Annell
T. S. O/S

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2. To pay the land tax sewer rates and all other rates taxes assessments and outgoings whatsoever (except as aforesaid) now or hereafter to be imposed in respect of the said premises Together with a proportionate part thereof for the period which shall elapse between the half yearly day of payment next preceding the expiration of the said tenancy and the day on which the same shall expire.

3. To keep the gates fences ditches and drains on the said premises in good repair and condition and not to do or suffer to be done any waste or damage to the said premises and at all times well and properly to manage and cultivate the said land and keep and leave the same clean and in good heart and condition and also to keep the inside of the said premises in good repair and condition and the windows properly glazed and mended and on the determination of the tenancy hereby created to deliver up the said premises in such good repair and condition as aforesaid to the said Commissioner.

4. Not to assign underlet or part with the possession of the said premises or any part thereof without the previous consent in writing of the said Commissioner.

5. To permit the said Commissioner or his Agent at any time or times during the said tenancy to enter into and inspect the state and condition of the said premises and to execute any works thereon or to place thereon any notice.

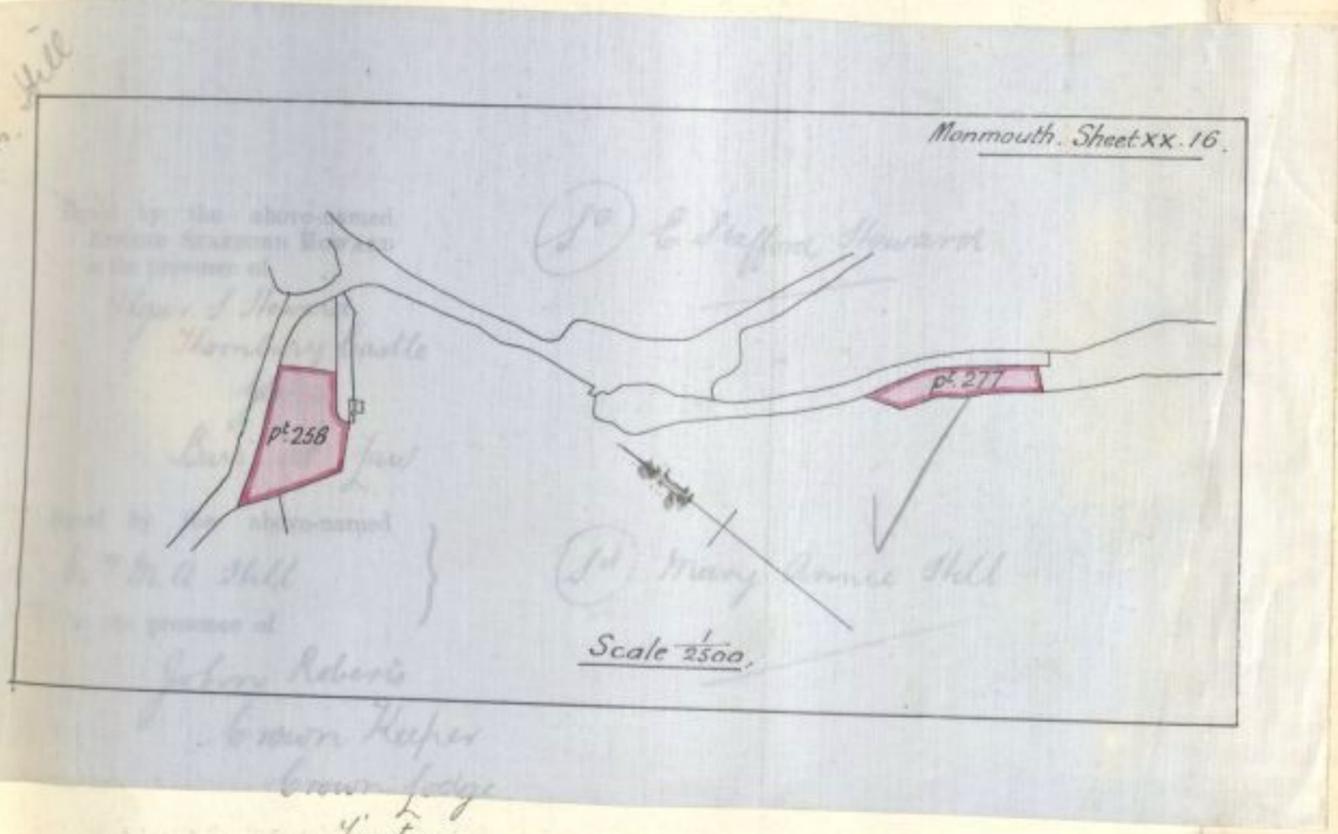
6. And it is hereby further agreed that six months' notice to quit ^{on the} 25th day of March to expire ~~on~~ the 29th day of September in any year may be given by the said Commissioner or by the Tenant and if such notice shall proceed from the said Commissioner the same may be given to or left for the Tenant on the said premises or sent to him by registered post and if such notice shall proceed from the Tenant the same shall be sent by registered post to or left either at the Office in London or at the Local Office of the said Commissioner.

7. And it is hereby further agreed that the said Commissioner shall have a right of re-entry on non-payment of the rent for 21 days whether legally demanded or not or on breach or non-observance of any of the Tenant's agreements.

Mrs. Hill

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AND the said Commissioner doth hereby direct that this Agreement shall be deemed to be fully and sufficiently inrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Inrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Inrolments IN WITNESS whereof the said parties to these presents of the second and third parts have hereunto subscribed their names the day and year first above written.



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

1st May 1900.

L. J. Overend

Asst. to Keeper of the Records.

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L. J. Overend
T. J. O/S

AND the said Commissioner doth hereby direct that this Agreement shall be deemed to be fully and sufficiently inrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Inrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Inrolments IN WITNESS whereof the said parties to these presents of the second and third parts have hereunto subscribed their names the day and year first above written.

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

Algar J. Howard
Thornbury Castle
Yls.
Barr: at Law.

(Sd) E. Stafford Howard

Signed by the above-named Mrs M. A. Hill in the presence of

John Roberts
Brown Keeper
Brown Lodge
Tintern

(Sd) Mary Annie Hill

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

1st May 1905

J. H. Overend

Asst to Keeper of the Records.

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Signed sealed and delivered
by Sta
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Dated 1905

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

And

M^r M. A. Skill

AGREEMENT for letting
1/4 of Peabury land in the
Baron of Ireland Hyrange

on a Yearly Tenancy from the

29th Sept^r 1907.

Rent £ 1 0 0 per Annum.

W B & L (S) - 20202 - 250-4-4



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E. STAFFORD HOWARD, Esq., C.B.

Dated

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Sept 1905/6

Dated
9th May
1905.

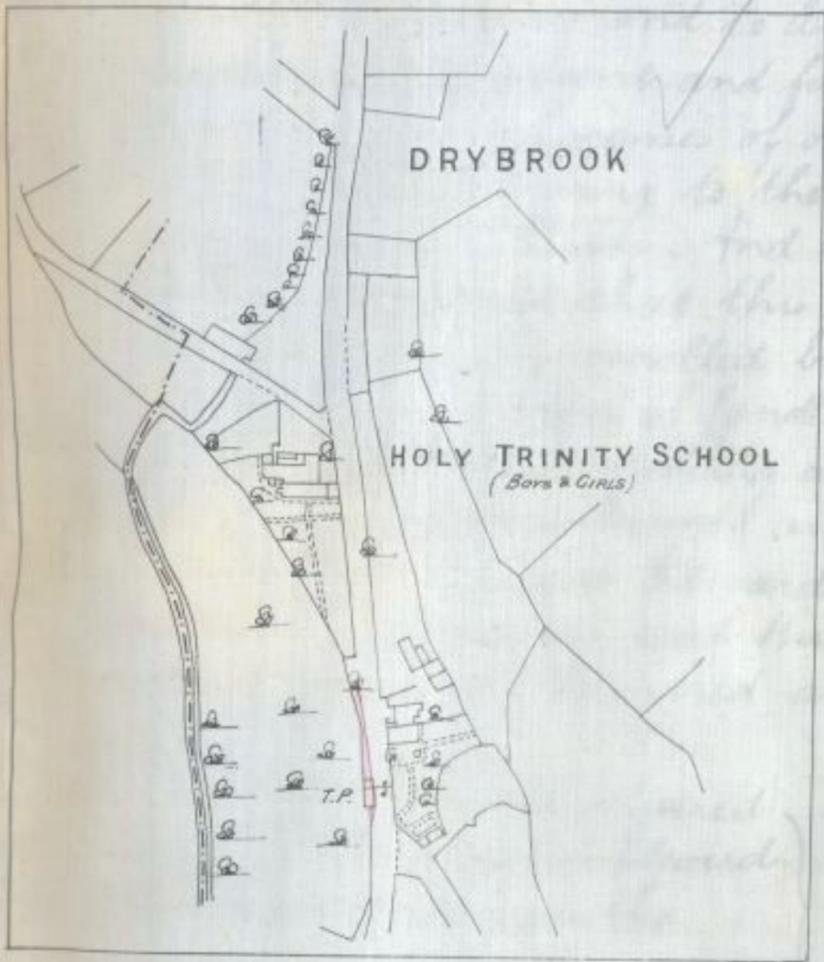
Dean Forest.

E. Stafford
Howard Esq.C.B. a
Commissioner
of His Majesty's
Woodsto
The Gloucester
County
Council.conveyance
of cottage and
land in
Ruardean Walk.consideration
£25.

Know all Men by these presents that I Edward Stafford Howard Esquire C.B. the Commissioner of Woods in charge of the hereditaments hereinafter granted on behalf of His Majesty and under the authority of the Acts 10th George the Fourth chapter 50 and 14th and 15th Victoria chapter 42 and of all other powers in anywise enabling me in this behalf and in consideration of the sum of Twenty five pounds by The Gloucestershire County Council paid to me before the execution of these presents of which sum I do hereby acknowledge the receipt DO by these presents grant unto the said Gloucestershire County Council and their Successors All that land containing eight perches and one quarter of another perch or thereabouts with the cottage thereon now in the occupation of William Boseley situate in Ruardean Walk in the Forest of Dean and County of Gloucester bounded on the North by property in the possession or occupation of the Vicar of Holy Trinity Church Drybrook on the west by property in the possession or occupation of George League and on the east and south east by the footpath running alongside the road leading from Nailbridge to Drybrook aforesaid and delineated on the plan drawn in the margin of these presents and thereon coloured red Save and except out of this grant all mines minerals stone and other substrata whether of a metallic or of any other nature within upon or under 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 drain use raise carry away and enjoy

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any other mines minerals stone or substrata belonging to His Majesty and lying beyond the limits of the said land and premises hereby granted through the same. To hold the said land and hereditaments and all and singular other the premises hereby conveyed unto the said Gloucestershire County Council and their Successors for ever for the purpose of widening and improving the said road from Nailbridge to Drybrook and for no other purpose Subject



to the rights powers and privileges holders or grantees of any concerning any mines or customs and regulations and the said Edward Stafford Howard shall be deemed to be fully in witness whereof a duplicate of the said Deed has been deposited in the Office of Land Revenue Records and Inrolments in witness whereof the said Edward Stafford Howard have hereunto set their hands and seals on the 13th day of May One thousand nine hundred and five

E. Stafford Howard. (L.S.)

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

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

13th May 1905. W. J. Green Assistant to the Keeper of the Records.

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any other mines minerals stone or substrata belonging to His Majesty and lying beyond the limits of the said land and premises hereby granted through the same. To hold the said land and hereditaments and all and singular other the premises hereby conveyed unto the said Gloucestershire County Council and their Successors for ever for the purpose of widening and improving the said road from Nail-bridge to Drybrook and for no other purpose Subject nevertheless to the existing tenancy therein of the said William Boreley and to all the rights powers and privileges of all present and future holders or grantees of any leases leases or Licenses of or concerning any mines or minerals according to the laws customs and regulations of the Forest of Dean 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 I the said Edward Stafford Howard have hereunto set my hand and seal this ninth day of May One thousand nine hundred and five

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. (L.S.)

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.

13th May 1905. W. J. Green
Assistant to the Keeper of the Records.

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Dated
10th April
1905.

County of
Gloucester

Dean Forest.

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

The
Gloucestershire
County Council

License
to take slag
and ashes
from a Slag
Heap at
Parkend.

Rent £3.

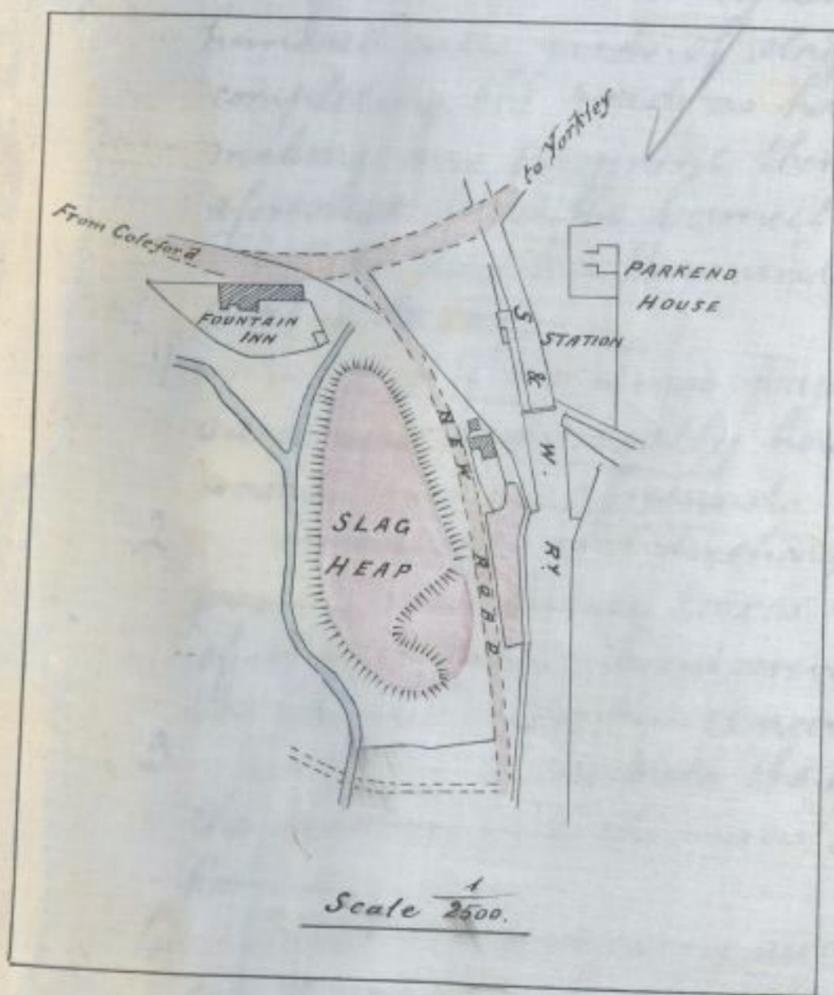
Royalty 8d.
per cubic yard.

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This Indenture made the tenth day of April One thousand nine hundred and five Between The King's Most Excellent Majesty of the first part Edward Stafford Howard Esquire C.B. the Commissioner of Woods in charge of the Land Revenues of the Crown in the County of Gloucester on behalf of His Majesty of the second part and The Gloucestershire County Council (hereinafter called "the Council") of the third part Whereas the Council have requested the said Edward Stafford Howard to allow them to take the slag and ashes from a slag heap at Parkend in the said County of Gloucester the site of which is shown upon the plan drawn in the margin hereof for the purpose of the repair of the roads under their control and the said Edward Stafford Howard has agreed to grant a license for such purpose Subject to the payment of the rent and royalty hereinafter expressed and reserved and the covenants and conditions hereinafter contained Now this Indenture witnesseth that in pursuance of the said Agreement and in consideration of the rent and royalty hereinafter reserved and of the covenants and conditions hereinafter contained He the said Edward Stafford Howard as such Commissioner as aforesaid Both on behalf of The King's Most Excellent Majesty grant his license and permission to the Council to enter with horses carts and wagons or locomotives and workmen and take and carry away the slag or ashes from the heap aforesaid as from the fifth day of April One thousand nine hundred and five in common with His Majesty His Heirs and Assigns Paying therefor to His Majesty during such time as any slag or ashes remain on the said ground the clear yearly rent of Three Pounds the first half yearly payment of such rent to be made on the tenth day of October One thousand nine hundred and five And also paying

to

To His Majesty a royalty of eight pence for every cubic yard of slag or ashes removed and taken away by them from such heap such rent and royalty to be paid half yearly into the hands of the Receiver of Brown Rents for the Forest of Dean on the tenth day of October and the fifth day of April in every year Provided and it is agreed that His Majesty the King His Heirs and Successors shall not (without the consent of the Council) erect machinery or engines on the said land for the purpose of preparing the slag or for any other purpose Provided also nevertheless that the Council shall be at



from the said heap four and ashes for the purpose of after mentioned without by way of royalty as hereby covenant with the successors in manner following

His Heirs and Successors the before reserved at the times

all and all manner of les assessments and outgoings in respect of the interest of nt but not further or otherwise rface of the New Road from ad to the Bridge over the

in every year during the not less than two thousand

cubic yards of slag or ashes from the said heap (so long as such quantity of slag or ashes remains on the said land) to be used for the repair of the roads under their control and for no other purpose.

5. To keep proper books of account of the quantity of slag and ashes removed and produce such books when required to the Commissioner or the said Receiver and on the fifth day of April in each year to render to the Commissioner or to the said Receiver a true and

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To His Majesty a royalty of eight pence for every cubic yard of slag or ashes removed and taken away by them from such heap such rent and royalty to be paid half yearly into the hands of the Receiver of Brown Rents for the Forest of Dean on the tenth day of October and the fifth day of April in every year. **Provided** and it is agreed that His Majesty the King His Heirs and Successors shall not (without the consent of the Council) erect machinery or engines on the said land for the purpose of preparing the slag or for any other purpose. **Provided also** nevertheless that the Council shall be at liberty to take and carry away from the said heap four hundred cubic yards of slag and ashes for the purpose of completing the road as hereinafter mentioned without making any payment therefor by way of royalty as aforesaid. And the Council do hereby covenant with the King's Majesty His Heirs and Successors in manner following that is to say:-

1. To pay to the King's Majesty His Heirs and Successors the said rent and royalty hereinbefore reserved at the times and in manner aforesaid.
2. To pay bear and discharge all and all manner of present and future taxes rates assessments and outgoings of what nature or kind soever in respect of the interest of the Council under this Agreement but not further or otherwise.
3. To forthwith complete the surface of the New Road from the junction with the main road to the Bridge over the Railway.
4. To remove and carry away in every year during the continuance of this Agreement not less than two thousand cubic yards of slag or ashes from the said heap (so long as such quantity of slag or ashes remains on the said land) to be used for the repair of the roads under their control and for no other purpose.
5. To keep proper books of account of the quantity of slag and ashes removed and produce such books when required to the Commissioner or the said Receiver and on the fifth day of April in each year to render to the Commissioner or to the said Receiver a true and

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correct account of the quantity in cubic yards of the slag or ashes which may during each such half year have been removed and carried away from the said heap under or by virtue of these presents

Provided always that if the said yearly rent or royalty hereby reserved or any part thereof shall be unpaid for the space of forty days next after either of the days hereinbefore appointed for payment thereof or in case the Council shall not well and sufficiently perform and keep all and every the covenants and conditions herein contained and on their part to be observed and performed then and in every such case the license hereby given shall absolutely cease and be void anything herein contained to the contrary notwithstanding.

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 Council have caused their Common Seal to be hereunto affixed the day and year first above written.

Signed sealed and delivered by the above named Edward Stafford Howard in the presence of } E. Stafford Howard (S)
Chas. E. Howlett.

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

The Common Seal of the Gloucestershire County Council was affixed hereto in the presence of }

John E. Dorington

Chairman of the County Council.

E. J. Gardorn.

Clerk of the County Council.



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

W. J. Green

Asst. to the Keeper of the Records.

16th May 1905.

WJG

BEAN FOREST.

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To O/S

Copy

Abbotswood Estate
DEAN FOREST.

15th **Articles of Agreement** made the
day of *April* One Thousand
nine hundred and *five* Between THE KING'S
MOST EXCELLENT MAJESTY of the first part EDWARD
STAFFORD HOWARD Esquire C.B. a Commissioner of His
Majesty's Woods Forests and Land Revenues of the second part and
Arthur Barnett of Ruspidge, Engine Driver
(hereinafter called "the said Tenant") of the third part.

THE said EDWARD STAFFORD HOWARD as such Commissioner
as aforesaid on behalf of His Majesty hereby agrees to let to the said
tenant who hereby agrees with His Majesty to take and rent as tenant
to His Majesty ALL THAT *Cottage and garden*
situate at Buckshaft in the County of
Gloucester containing 1-6 or thereabouts
and coloured red on the plan annexed hereto.

_____ lately in the
occupation of *William Henry Scrivens* _____
together with the fixtures therein TO HOLD the same hereditaments
to the said tenant from the *5th* day of *April* 1905.

Enrolled 20th April 1905

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Jan 191

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W. H. Scrivens
T. S. O/S

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.

W. J. Green.

16th May 1905. Asst. to the Keeper of the Records.

Signed the Staff

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C. J. Yarnorn. Clerk of the County Council.

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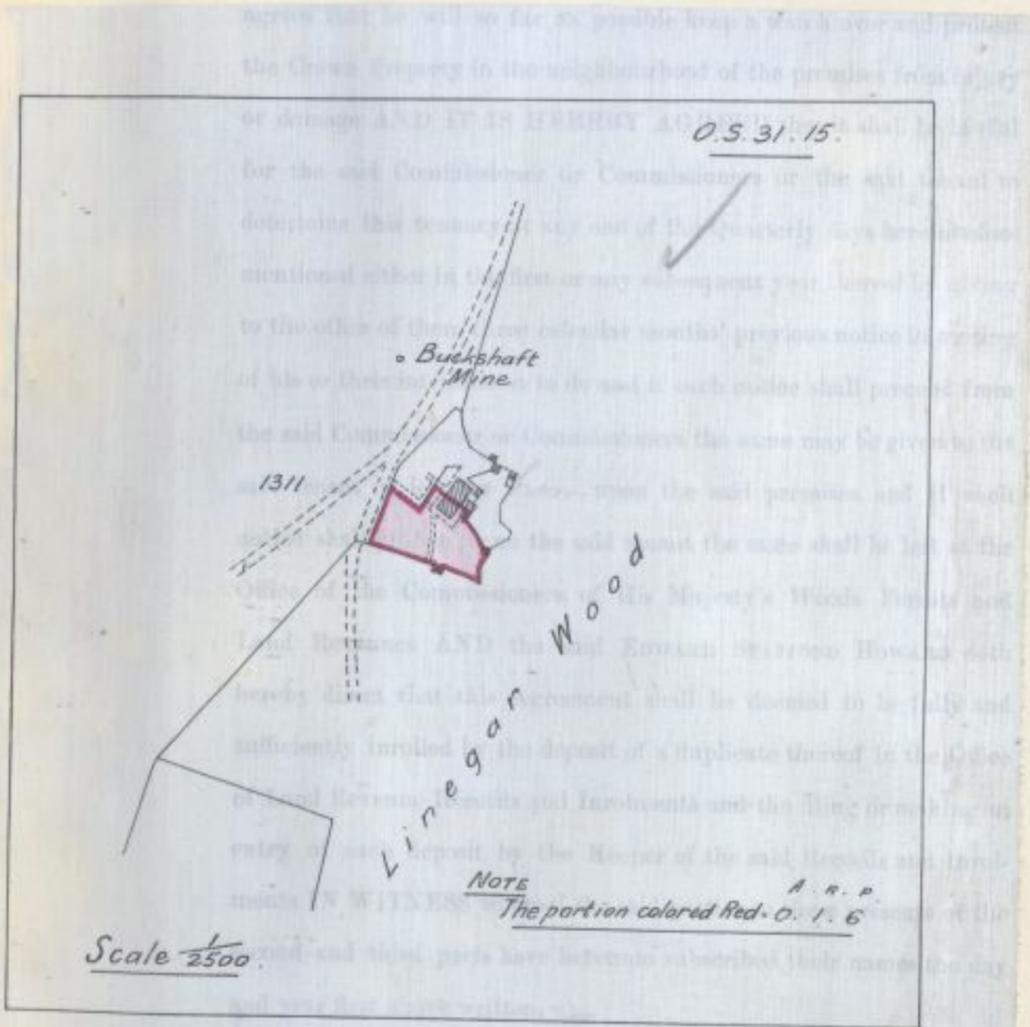
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as tenant from year to year (the tenancy being however determinable as after mentioned) at the yearly rent of *Seven Pounds* to be paid to *the Deputy Surveyor of Dean Forest* free from all taxes rates and deductions whatsoever (except Landlord's property tax) by equal Quarterly payments on the *fifth* day of *January* - the *fifth* day of *April* - the *fifth* day of *July* - and the *tenth* day of *October* in every year the first Quarterly payment to be due on the *fifth* day of *July 1905* AND the said tenant hereby agrees that he will pay to the King's Majesty the said yearly rent of *Seven Pounds* on the days and in the manner aforesaid And will also pay the land tax sewer rates and all other rates taxes and assessments whatsoever (except the Landlord's property tax) now or hereafter to be imposed in respect of the said premises Together with a proportionate part thereof for the period which shall elapse between the Quarterly day of payment next preceding the expiration of the said tenancy and the day on which the same shall expire AND also will not do or suffer any damage to the said premises and will at all times well and properly manage and cultivate the said land and keep and leave the same clean and in good heart and condition and will also keep the windows and doors in good repair and the ceilings and interior walls properly cleaned and whitewashed and will on the determination of the tenancy hereby created deliver up the said premises in such repair and condition as aforesaid to the King's Majesty his heirs or successors or to the said EDWARD STAFFORD HOWARD or other the Commissioner or Commissioners for the time being of His Majesty's Woods Forests and Land Revenues having the management of the said premises (hereinafter called "the said Commissioner or Commissioners") or to whom he or they may appoint AND will permit

Signed
EDWA
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to

the said Commissioner or Commissioners or his or their agent at any time or times during the said tenancy to enter into and inspect the state and condition of the said premises and to execute any works thereon or to place thereon any notice AND the said tenant further



Signed by the above-named
EDWARD STAFFORD HOWARD
 in the presence of
Chas. E. Howlett
 Office of Woods,
 Whitehall Place,
 London.

Sgd *E. Stafford Howard*

Signed by the above-named
A. Barnett
 in the presence of
Edward Allford
 Derby Lodge
 Forest Keeper,
 Dean Forest.

Sd *Arthur Barnett*

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Tom B1

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L. A. Barnett
T. O. S.

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

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

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

(Sgd) E. Stafford Howard

Signed by the above-named

A. Barnett
in the presence of

Edward Allford
Denby Lodge
Forest Keeper
Dean Forest.

(Sd) Arthur Barnett

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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.
16th May 1905. Asst. to the Keeper of the Records.

W. J. Green

DEAN FOREST.

Dated _____ 190 .

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

AGREEMENT for letting

on a Yearly Tenancy from the _____ 190 .

Rent £ _____ per Annum.

W B A L (x) - 4587 - 510-2-3

clerk of the bounty council.

I certify that a duplicate of this Deed has been deposited
in the Office of Land Revenue Records and Inrolments and

WITNESS