

Dated 9th June 1705.

Dear Forest.

C. Stafford Howard Esq. B. a
Commissioner of Woods & Woods re.

to Mr. H. H. Morse.

license

to use a certam

Dam & Stream

of water in

Whitemead enclosure

Stafford Howard

or Plantation

the purpose of a

belonging to his

Majesty hereinafter

more particularly

Flour Mill at

described which the said Edward Stafford Howard

Whitecroft in

has agreed to do in manner

hereinafter appearing

Parkend or York

Now this Indenture witnesseth that in

Walk.

commences

25 Decr. 1705

Term.

Expires 25th Decr. 1712

Rent £1.

This Indenture made the ninth day of June
one thousand nine hundred and five Between
The King's Most Excellent Majesty of the
first part Edward Stafford Howard EsquireB. the Commissioner of His Majestys Woods & Woods re.
and Revenues of the Crown in the Forest of Dear or
behalf of His Majesty of the second part and Hubert
Henry Morse of Whitecroft Roller Mills near Sydney

in the County of Gloucester Miller of the third part

Whereas the said Hubert Henry Morse is seized of
or otherwise well entitled to him and his heirs for an
estate of inheritance in fee simple in possession ofand in a certain Flour Mill and premises situate
at Whitecroft aforesaid and called or known as

Whitecroft Flour Mill And whereas the said

Hubert Henry Morse has requested the said Edward

Stafford Howard to grant to him license to use for the

or Plantation for purposes of the said Mill the Dam and Stream

the purpose of a belonging to His Majesty hereinafter more particularly

Flour Mill at described which the said Edward Stafford Howard

Whitecroft in has agreed to do in manner hereinafter appearing

Parkend or York Now this Indenture witnesseth that in

consideration of the premises and of the yearly rents

and covenants and conditions hereafter reserved and

contained and on the part and behalf of the said Hubert

Henry Morse his heirs executors administrators and

assigns to be paid observed and performed to the said

Edward Stafford Howard as such Commissioner as

aforesaid by virtue and in exercise of the powers

and authorities given to or vested in him or in

anywise enabling him in this behalf Doth by

these presents for and on behalf of His Majesty and

by and with the consent and authority of the

Treasurers Commissioners of His Majestys Treasury give

and grant his license and authority unto the

said Hubert Henry Morse his executors administrators

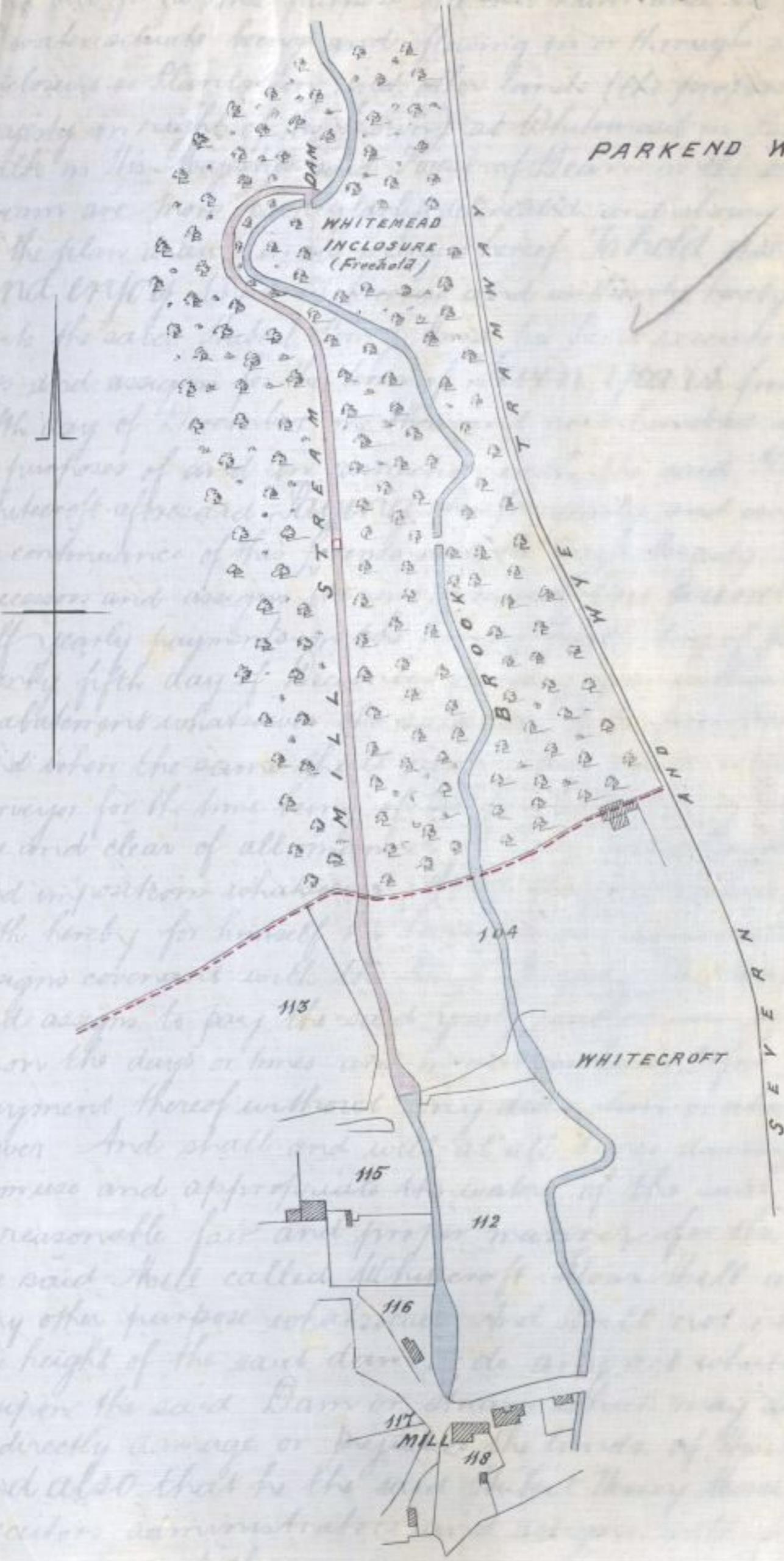
and assigns to use for the purposes of the said Flour

Mill at Whitecroft aforesaid called Whitecroft Flour

Mill

Wk M w 360

PARKEND WALK



— Scale 3 Chains to an Inch. —

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full but for no other purpose All that Dam and all that Stream
 of water situate being and flowing in or through a certain leasehold
 inclosure or Plantation and other lands (the property of His
 Majesty in right of His Crown) at Whittemead in Parkend or York
 Walk in His Majesty's said Forest of Dean as the said Dam and
 Stream are more particularly delineated and shown by red colour
 on the plan drawn in the margin hereof To hold use exercise
 and enjoy the said license and authority hereby granted
 unto the said Hubert Henry Morse his heirs executors administra-
 tors and assigns for the term of Seven Years from the twenty
 fifth day of December one thousand nine hundred and five for
 the purposes of and in connection with the said Flour Mill at
 Whitecroft aforesaid Paying therefor yearly and every year during
 the continuance of this license unto the King's Majesty His Heirs
 Successors and assigns the rent or sum of One pound by equal
 half yearly payments on the twenty fourth day of June and the
 twenty fifth day of December in every year without any deduction
 or abatement whatsoever the said rent to be from time to time as
 and when the same shall accrue due paid to the Deputy
 Surveyor for the time being of His Majesty's said Forest of Dean
 free and clear of all manner of taxes rates charges assessments
 and impositions whatsoever And the said Hubert Henry Morse
 doth hereby for himself his heirs executors administrators and
 assigns covenant with the King's Majesty His Heirs Successors
 and assigns to pay the said yearly rent or sum of One pound
 upon the days or times and in manner hereinbefore appointed for
 payment thereof without any deduction or abatement what-
 soever And shall and will at all times during the said
 term use and appropriate the waters of the said Stream in
 a reasonable fair and proper manner for the purposes of
 the said Mill called Whitecroft Flour Mill and not for
 any other purpose whatsoever And shall not nor will raise
 the height of the said dam or do any act whatsoever in to
 or upon the said Dam or Stream which may directly or
 indirectly damage or prejudice the lands of His Majesty
 And also that he the said Hubert Henry Morse his heirs
 executors administrators and assigns will at his or their
 own costs and charges cause or procure every assignment

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which may be made of this license to be within two calendar months from the date thereof lodged in the office of the Commissioners of Woods in order that minutes or dockets thereof may be entered and on demand to pay the usual fees therefor. Provided lastly that if the said yearly rent of one pound hereby reserved or any part thereof shall be unpaid for the space of twenty days next after either of the days hereinbefore appointed for payment thereof or in case the said Hubert Henry Morse his heirs executors administrators and assigns shall not well and effectually perform and keep all and every the covenants and conditions herein contained and on his or their parts to be observed and performed then and in any such case the license hereby granted shall absolutely cease and be void notwithstanding anything herein contained to the contrary thereof 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 Inquisitions and the filing or making an entry of such deposit by the Keeper of the said Records and Inquisitions. In witness whereof the said parties hereto of the second and third parts have hereunto set their hands and seals the day and year first above written.

I certify that a duplicate of this Deed has been deposited in the Office of Land Revenue Records and Inquisitions and an entry thereof made or filed by me.
W. J. Green
Assistant to the Keeper of the Records

22nd June, 1905.

Signed sealed and delivered by
the above named Edward
Stafford Howard in the
presence of - - - - -

Morton Evans.

Office of Woods,
Whitehall Place.

E. Stafford Howard (D)

Signed sealed and delivered
by the above named Hubert
Henry Morse in the presence of
Harold W. Berthon,
Solicitor Lydney
Glos.

Hubert Henry Morse (D)

XJ

Sched 05/6

Dated
14th June 1905.

Forest of Dean

E. Stafford Howard
Esq. C.B. a Commissioner
of His Majesty's Woods

to
Mr. John Howard

Lease
of Quarry No. 696.

commencing 25th March 1905
Term of Years 5
Expires 25th March 1910.

Certain Rent £5. p.a.

This Indenture made the fourteenth day of June One thousand nine hundred and five Between The King's Most Excellent Majesty of the first part Edward Stafford Howard Esquire C.B. Surveyor 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 John Howard of Paisley House Whitecroft near Sydeney in the County of Gloucester (hereinafter called the "lessee") of the third part Witnesseth that in consideration of the rent 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 lessee All and singular the Quarries beds and veins of stone within all that stone quarry situate at Hagg Hill in Parkend Walk in the said Forest of Dean of the width of twenty yards bounded on all sides by open Forest and measuring on the South east one hundred and fifteen links to the north east corner of the said Quarry being at a distance of one hundred and forty

one links from the north east corner of an old Quarry Bank and the south corner being at a distance one hundred links from the south corner of the said old Quarry bank and numbered 696 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 lessee from the twenty fifth day of March One thousand nine hundred and five for the term of Five years Yielding and paying unto His Majesty His Heirs and Successors therefor the rent or sum of two pounds ten shillings for the first half year of the said term and thereafter the clear yearly rent of Five pounds such

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rent to be paid to the Crown Receiver for the Forest of Dean half yearly on the twenty ninth day of September and the twenty fifth day of March in every year free from all deductions (except landlords Property Tax) the rent for the last half year of the said term to be paid on the twenty ninth day of September One thousand nine hundred and nine 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 hereby reserved at the time and in the manner hereinbefore mentioned for payment thereof without any deduction or abatement whatsoever (except as aforesaid).
2. To bear pay and discharge all and all manner of present and future taxes rates charges assessments impositions and outgoings of what nature or kind soever in respect of the said premises (except landlords Property Tax).
3. To abide by fulfil and keep all and singular the rules and regulations set forth in the Award of the Dean Forest Mining Commissioners relating to Quarries in the said Forest made pursuant to the Act of Parliament 1st and 2nd Victoria Chapter 45.
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

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 store growing on or near the said premises or any part thereof.

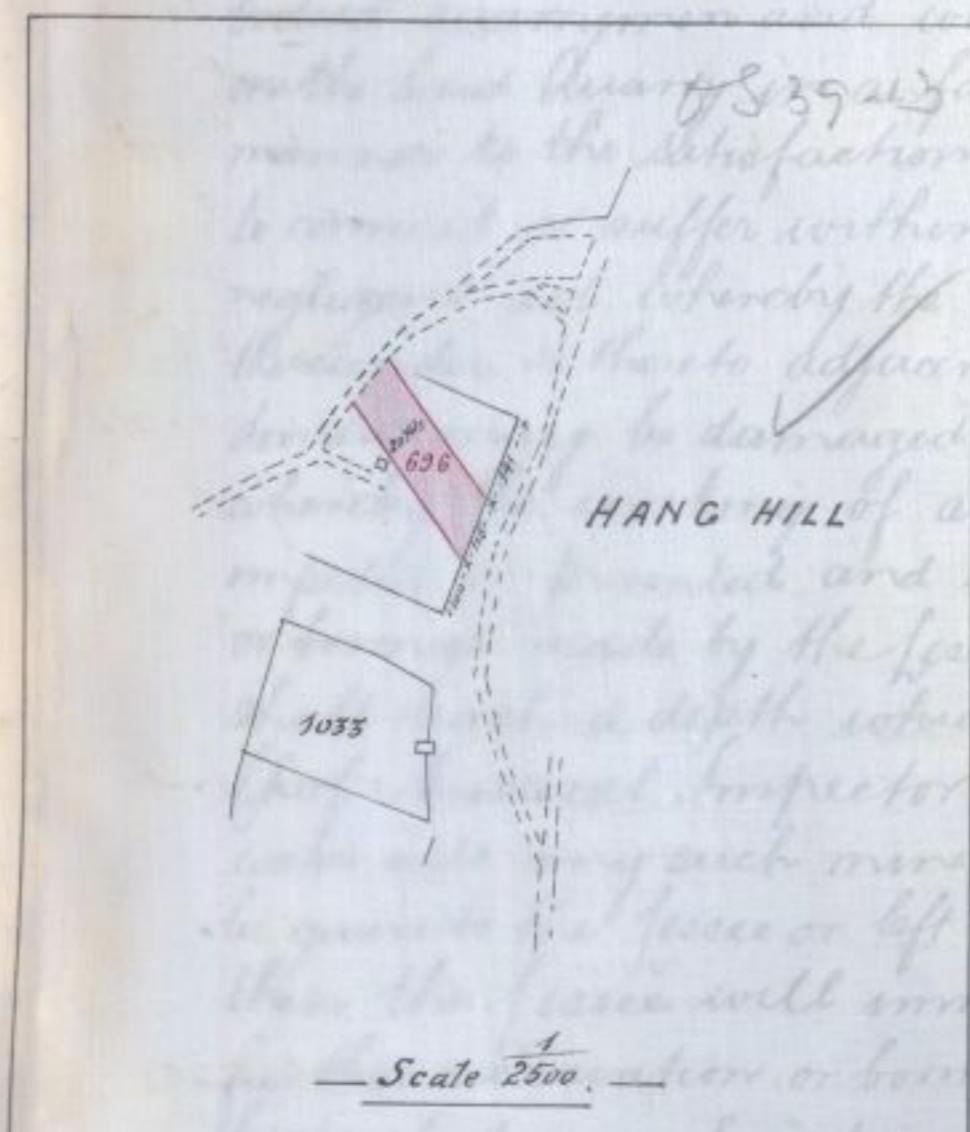
6. To search for and dig forthwith stone from the said

number of good and able men to work manage and carry workmanlike and proper the lessor and not at any time he said quarry any wilful or res and seams of coal and iron and not comprised in this or overcharged with water or such mines or seams may be at any time any excavations in working the said quarry in the opinion of the owners may involve a risk of letting seam and notice thereof shall him upon the said quarryately cease making any in such place or places as may the fact of any such notice exonerate the lessee from his

liability in respect of any damage occasioned as aforesaid.

7. 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

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by virtue of these presents and to erect and set up within six months from the date hereof all such boundary stores 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 stores 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 store growing on or near the said premises or any part thereof.

6. To search for and dig forthwith stone from the said quarry and with a sufficient number of 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 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.
7. 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

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consent in writing of the lessor for that purpose first and obtained

8. 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.
9. 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.
10. Provided always that if the rent 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 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 then due a proportionate part of the accruing rent for the then current year up to the day on which such reentry shall have been made.

II 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 his executors administrators 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 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 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 } E. Stafford Howard. (E.D)
Howard in the presence of ----

Norton Evans,

Office of Woods
Whitehall Place.

Signed sealed and delivered by the
above named John Howard in the } John Howard. (J.H)
presence of Albert G. White,
Whitecroft. Engine Driver.

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.

W. J. Green.

22nd June, 1905.

Assistant to the Keeper of the Records.

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Office of Woods &
1 Whitehall Place

S.W.

6th June 1905New ForestEasements Sir,

Jas Anstie Esq. K.C.
 Permission to
 repair and
 maintain an
 approach road
 at Burley.

6th June 1905.

*Transcribed by
 Revd J. P. Dalton
 W.L.B. 28 p. 307.*

New Forest4173¹¹Easement at Burley

The Deputy Surveyor of the New Forest has reported to this office your application for permission to repair and maintain a road leading to your property at Burley.

In reply I am directed by Mr Stafford Howard to state that he is willing to give you permission during the pleasure of this Department, to repair and maintain the road leading from the High road from Burley to Lyndhurst to the premises known as Moor Hill House which road is shewn by a pink line on the enclosed tracing upon the terms and conditions following, viz:-

1. An acknowledgment of 10/- per annum is to be paid to the Deputy Surveyor in advance on the 5th July in each future year during the continuance of this permission, the first payment in respect of the year to 5th July 1906 to be made on the acceptance of this offer.

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

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

I am

Sir

Your obedient servant.

Ad Chas E. Howlett.

Jas Anstie Esq. K.C.

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June 1905

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Lascelles,
this office

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Howlett.



New Forest
4173¹⁰.

10th June 1905

Sir,

I beg to accept the offer contained in your letter of the 6th June of permission to repair and maintain during the pleasure of your Department a road leading to Moorhill House and Cottage as shewn on the plan that accompanied your letter, and I agree to pay the acknowledgment and to observe the conditions therein specified.

I am,

Sir,

Your obedient servant

(Sd) James Anstie

C. Stafford Howard Esq., C.B.

£1696.

Office of Woods &
1 Whitehall Place

SW.

2nd June 1905

Dean Forest
Easements

Sir,

Dean Forest
946

F. Addis Esq.
(C.D.P.b)

Permission is granted by Mr Stafford Howard to state that he is informed by the Deputy Surveyor that your Council have taken over the Ambulance Shed which stands on the waste of the Forest, near the Leather Pit, Cinderford, and that the rent has been paid up to the 1st Instant.

Mr Howard is willing to grant to your Council a fresh permission to use and maintain the shed during the pleasure of this Department upon the following terms and conditions, viz:-

An annual acknowledgment of 1/- is to be paid in advance to the Deputy Surveyor of the Forest of Dean

on

2nd June 1905

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on the 1st of June in each year during the continuance of this permission.

In the event of the permission ceasing the Council are to remove the shed and restore the surface of the ground to the satisfaction of the Deputy Surveyor.

If this offer is accepted I am to request that the enclosed letter may be signed, dated and returned to this Office.

I am,

Sir,

Your obedient servant
F. Chas. E. Howlett.

Mr Frank Addis.

Binderford
Gloucester

June 1905.

Dear Forest
946

I beg to accept on behalf of the East Dean Parish Council, your offer of permission to use and maintain an ambulance shed standing on part of the Waste of the Forest at Binderford near the Leather Pit Colliery and I undertake to pay the acknowledgment of 1/- per annum during the continuance of this permission.

I am,

Sir,

Your obedient servant
Frank Addis.

E. Stafford Howard Esq. & B.

X² P.S.

Dean Forest F. 1760.
Easements

Not. Tel. Coy Ltd.

Permission

to erect a

Telephone

Pole near

the Royal

Forester

Mile End.

so far as the Brown's interests are concerned he is willing

—

to grant you permission to erect the pole in question in

10th June 1905.

the position shown by a red circle on the tracing which

accompanies your application.

Sir,

Dean Forest

1337.

Office of Woods &
Whitehall Place
S.W.

10th June 1905.

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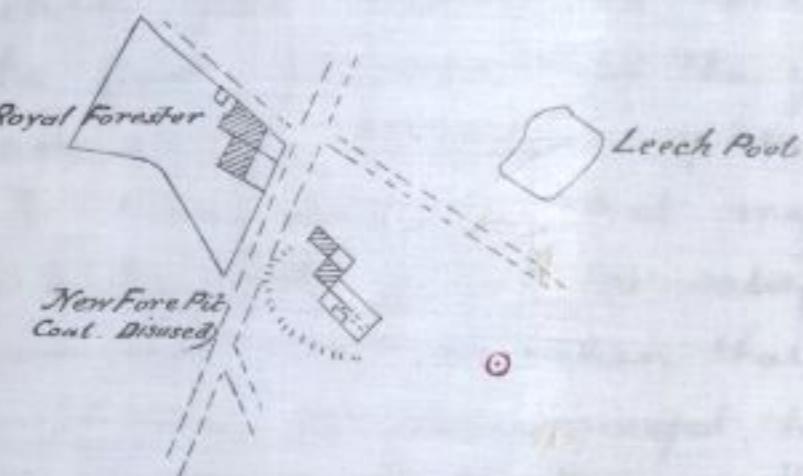
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ert to determination
of Woods by giving

r annum is to be payable
r on the 5th April in
e of this permission
5th April 1906 to be

one to Brown property
of the Deputy Surveyor
es are injured.

I am to request that
Deputy Surveyor,
acknowledge the receipt



Mile End

Proposed Pole. ⓠ

resident servant
Hd Chas Esthewlett

W. E. Gauntlett Esq.

I beg.

Dear Forest
Easements

Not Tel: Coy Ltd.
Permission
to erect a
Telephone

Pole near Baylis of the 2nd instant for permission to erect a telephone pole near the Royal Forester at Mile End, Forester at I am directed by Mr Stafford Howard to inform you that, Mile End so far as the Brown's interests are concerned he is willing to grant you permission to erect the pole in question in the position shown by a red circle on the tracing which accompanied your application.

10th June 1905.

1. The permission is to be subject to determination at any time by the Commissioner of Woods by giving three months notice.

2. An acknowledgment of 1/- per annum is to be payable in advance to the Deputy Surveyor on the 5th April in each year during the continuance of this permission the first payment for the year to 5th April 1906 to be made on the acceptance of this offer.

3. Any damage that may be done to Brown property is to be made good to the satisfaction of the Deputy Surveyor and care must be taken that no trees are injured.

If your Company accept this offer I am to request that you will remit the sum of 1/- to the Deputy Surveyor, Whittemead Park, Coleford, Glos, and acknowledge the receipt of this letter.

I am
Sir

Your obedient servant
Hd Chas Esthowlett

W. E. Gauntlett Esq.

I beg.

Office of Woods &c
1 Whitehall Place

S.W.

10th June 1905.

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Sir Pv

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F. 1760

National Telephone Co Ltd
9 Berkeley St.
Gloucester
13th June 1905

Sir,

Dear Forest

1337 ↴

I beg to acknowledge receipt of your letter of the 10th instant giving permission to erect a Telephone pole near the Royal Forester at Milend, and to accept the conditions contained in your letter, and am therefore forwarding the first year's acknowledgment to the Deputy Surveyor as requested

Yours faithfully

(sd) W. E. Gauntlett

District Manager.

E. Stafford Howard Esq. C.B.

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Recd. 05/6

Dated 24th June 1905Forest of Dean

E. Stafford Howard Esq. C.B.
a Commissioner of His
Majesty's Woods &
to —

Mr Wm. PorterLeas.of Quarry no 694commencing 25th March 1905.

Term of years 21
Expires 25th March 1926

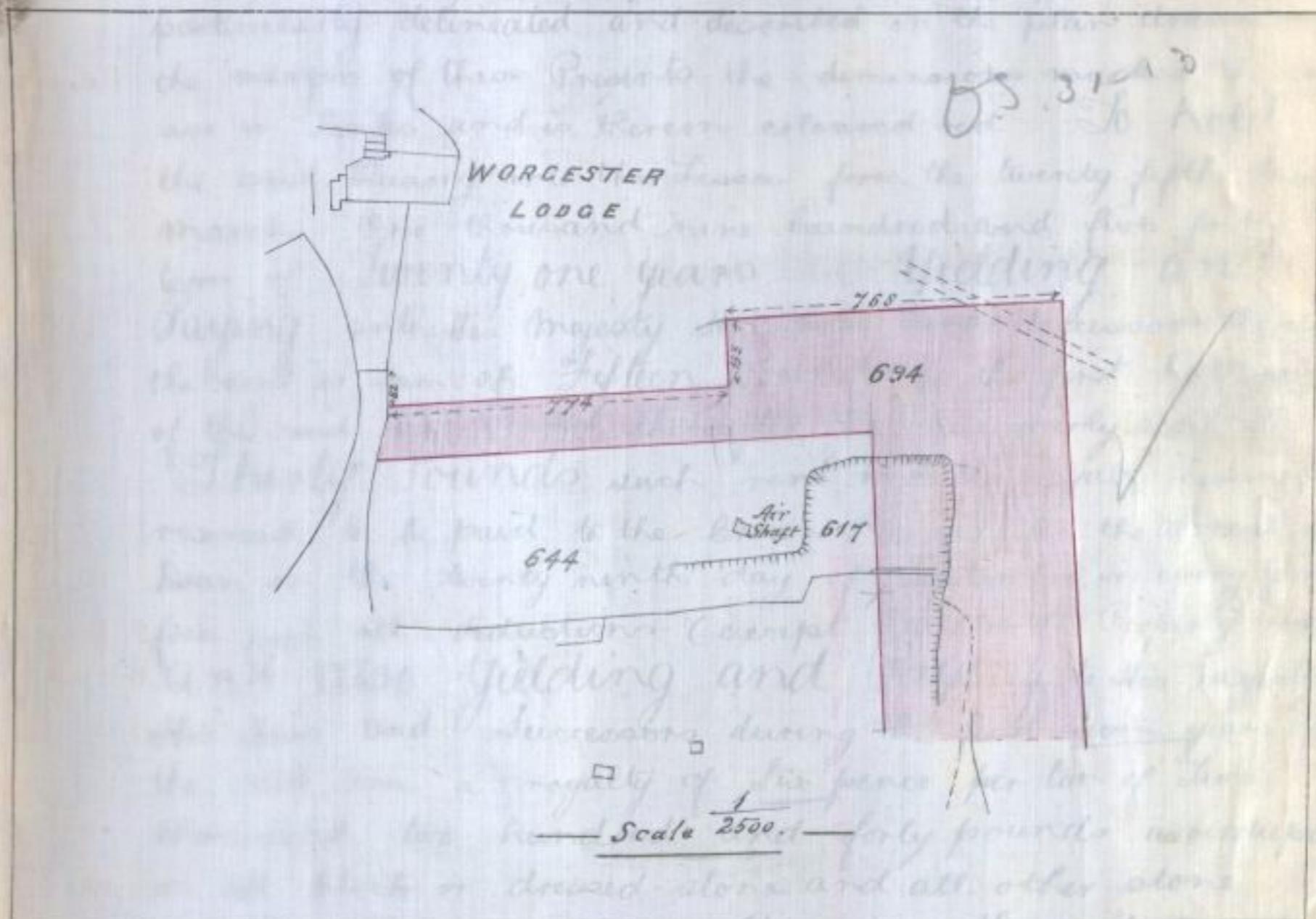
Certain Rent £30 per annum

Royalties as within

This Indenture made the twenty fourth day of June One thousand nine hundred and five 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 Porter of Broadwell Lane End near Coleford in the County of Gloucester Freeminer (hereinafter called "the Lessee") of the third part Witnesseth that in consideration of the rent and royalty hereinafter reserved and of the covenants hereinafter contained the said

Edward

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 Howlers ~~Hole~~ Hill in the Forest of Dean in the County
of Gloucester bounded on part South by Quarries Nos 614 and
617 on part West by Quarry numbered 617 and on all other
sides by open Forest and numbered 694 in the Deputy



upon your used or otherwise disposed of (or your son...
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

Continued on Page 380.

Paying

Edward Stafford Howard as such Commissioner as aforesaid is 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 Howlers ~~Hade~~ Hill in the Forest of Dean in the County of Gloucester bounded on part South by Quarries Nos 614 and 617 on part West by Quarry numbered 617 and on all other sides by open Forest and numbered 694 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 the dimensions marked thereon are in links and is thereon coloured red To hold the said Quarry unto the Lessee from the twenty fifth day of March One thousand nine hundred and five for the term of Twenty one years Yielding and Paying unto His Majesty His Heirs and Successors therefor the rent or sum of Fifteen Pounds for the first half year of the said term and thereafter the clear yearly rent of Thirty 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 His Heirs and Successors during the first seven years of the said term a royalty of Six pence per ton of Two thousand two hundred and forty pounds avoirdupois on all block or dressed stone and all other stone except waste or rubble gotten from the said Quarry and sold used or otherwise disposed of (or if such block or dressed stone or other stone shall be sold used or disposed of by measurement then a royalty of six pence for every fourteen cubic feet of such stone) And thereafter during the next succeeding seven years of the said term paying to His Majesty His Heirs and Successors a royalty of Eight pence for every like ton (or for every fourteen cubic feet as the case may be) on all block or dressed stone or other stone except waste or rubble gotten from the said Quarry and sold used or otherwise disposed of And also

Continued on Page 380.

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Dated 7th June 1906

Dated
7th June 1905

E S Howard Esq C.B. a
Commissioner of His
Majesty's Woods &c

to
The East Dean
Rural District
Council.

Lease of
Hospital at
Edgehill Plantation

Commences 6th April 1906

Term of Years. 10

Expires 6th April 1916

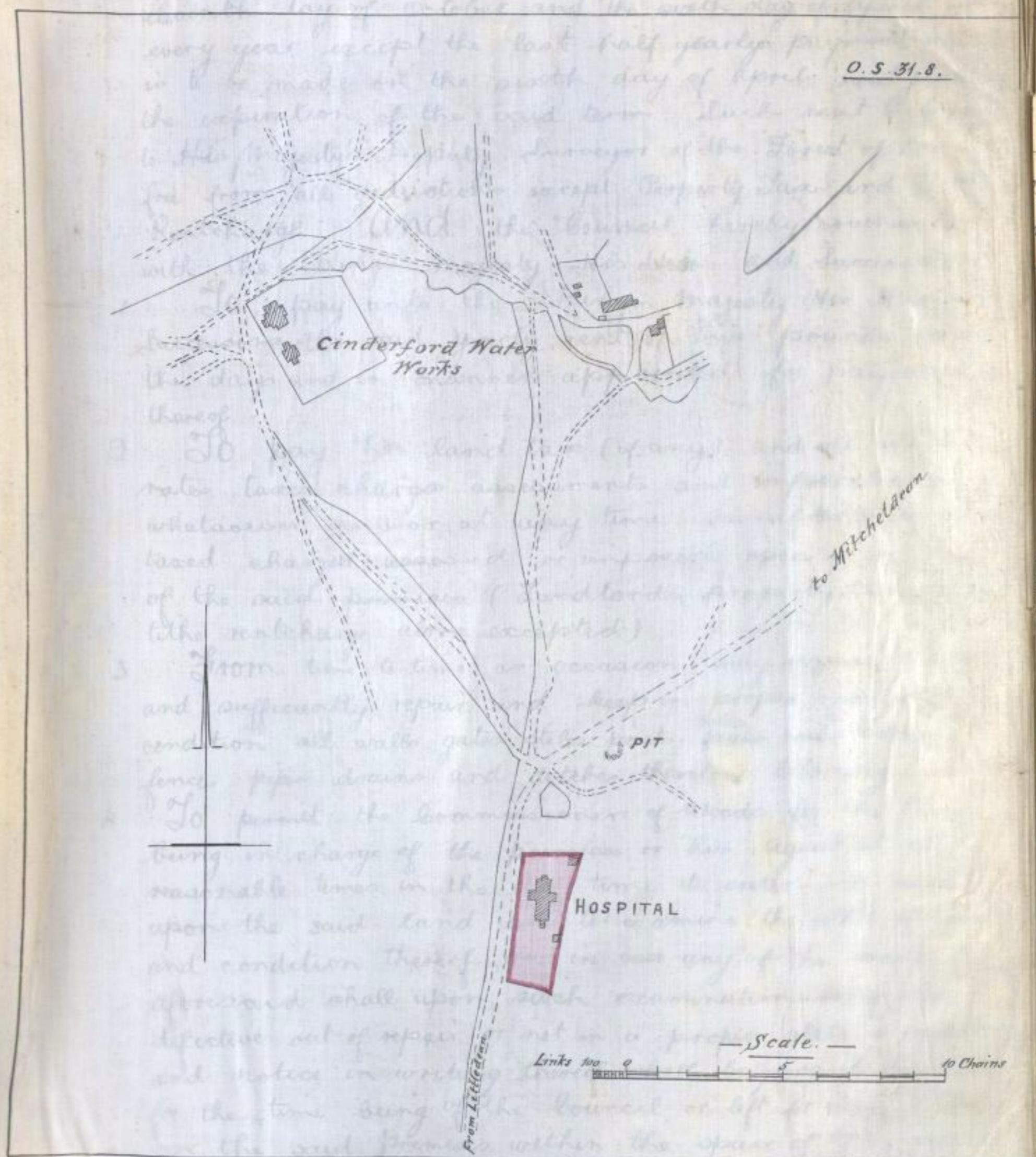
Rent £5 per annum.

This Indenture made the
seventh day of June 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 His Majesty's Woods in charge of the
premises hereinafter described of the second
part and The Rural District
Council of East Dean and United
Parishes in the County of Gloucester (hereinafter
called "the Council") of the third part
Witnesseth that in consideration of the
rents covenants and agreements hereinafter
reserved and contained He the said Edward
Stafford Howard as such Commissioner as
aforesaid in exercise of the powers of the
Brown Lands Acts 1829 to 1894 and of all
other powers and authorities enabling him
so to do Doth on behalf of His Majesty
and with the consent of the Lords Commissioners

of His Majesty's Treasury demise and lease
unto the Council All that piece or parcel
of land situate at Badcocks Bailey near Edgehill
Plantation in Little Dean Walk containing Two rods
and thirty six perches or thereabouts upon which
a messuage and buildings were erected by the Guardians
of the Westbury on Severn Union and used as a Hospital
for Small Pox which said premises are more particularly
delineated and shewn on the plan drawn in the
margin hereof and are thereon coloured red
Except and always reserved unto the King's
Majesty His heirs and successors all timber and
other trees and all mines and other substrata
in under or upon the said demised land and
premises To hold the said premises hereby
demised unto the Council from the sixth day of
April One thousand nine hundred and six

for

for the term of Ten Years Paying therefor unto the
King's Majesty His Heirs and Successors the clear yearly rent



all such defects and wants of repair and wherein
same to the satisfaction in all respects of the said

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for the term of Ten Years Paying therefor unto the King's Majesty His Heirs and Successors the clear yearly rent of Five Pounds by equal half yearly payments on the eleventh day of October and the sixth day of April in every year except the last half yearly payment which is to be made on the sixth day of April next preceding the expiration of the said term. Such rent to be paid to His Majesty's Deputy Surveyor of the Forest of Dear free from all deductions except Property Tax and Tithe Rentcharge And the Council hereby covenants with the King's Majesty His Heirs and Successors.

- 1 To pay unto the King's Majesty His Heirs and Successors the said yearly rent of Five pounds upon the days and in manner appointed for payment thereof.
- 2 To pay the land tax (if any) and all other rates taxes charges assessments and impositions whatsoever now or at any time hereafter to be rated taxed charged assessed or imposed upon or in respect of the said premises (Landlord's property tax and tithe rentcharge alone excepted)
- 3 From time to time as occasion may require to well and sufficiently repair and keep in proper order and condition all walls gates stiles posts ^{pales} rails hedges fences pipes drains and ditches thereto belonging.
- 4 To permit the Commissioner of Woods for the time being in charge of the premises or his agent at all reasonable times in the day time to enter into and upon the said land and to examine the state of repair and condition thereof and in case any of the matters aforesaid shall upon such examination be found defective out of repair or not in a proper state or condition and notice in writing thereof shall be given to the Clerk for the time being of the Council or left for him or them on the said premises within the space of three calendar months next after such notice as aforesaid to make good all such defects and wants of repair and amend the same to the satisfaction in all respects of the said

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5. Not to erect during the said tenancy without the licence in writing of the said Commissioner first obtained any additional building or erection on any part of the demised premises nor make any alteration or addition whatsoever in or to the said messuage and buildings hereby demised or any buildings which may be erected on the said premises.
6. Not to use the said premises or permit the same to be used for any other purpose than as a Hospital for infectious or contagious diseases but not for Small Pox And to execute all such works and observe all such rules and regulations as are or may under or in pursuance of any act or acts of Parliament already passed or hereafter to be passed be directed or required by any Medical Sanitary Local or Public Authority to be observed or performed at any time during the said term upon or in respect of the premises whether by the Landlord or Tenant thereof And not to do or suffer to be done in or upon the premises or any part thereof any act or thing which shall or may be or become a nuisance damage annoyance or inconvenience to His Majesty or His tenants or the occupiers of any adjoining houses or the neighbourhood.
7. Not to assign or underlet or otherwise part with the demised premises or any part thereof or with the possession of these presents without the previous consent in writing as aforesaid.
8. To cause every assignment which with such consent as aforesaid shall be made of these presents or of the premises hereby demised to be within six calendar months from the date thereof lodged in the Office of the Commissioners of Woods in order that minutes or dockets thereof may be entered and on demand

demand to pay the usual fees therefor.

9. At the expiration or other sooner determination of the said term if required so to do to remove the said buildings from off the said land and level and restore the surface of the said land on which the same shall have been built to the full and complete satisfaction in all respects of the said Commissioner and to surrender the same with all walls gates stiles posts pales rails hedges ditches fences pipes and drains to the King's Majesty His Heirs and Successors or the said Commissioner or as He or they may direct in proper order and condition in all respects.

Provided and these Presents are upon this express condition that if the said yearly rent of Five pounds hereby reserved or any part of the same shall be unpaid for the space of twenty days next after either of the days hereinbefore appointed for payment of the same or if the Council shall make default in the observance and performance of the covenants and conditions hereinbefore contained or any of them then it shall be lawful for the King's Majesty His Heirs and Successors or the said Commissioner for the time being as aforesaid on behalf of His Majesty His Heirs and Successors to reenter into and upon the said demised premises and to take and retain possession thereof as fully and effectually in all respects as if these presents had never been made.

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

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Signed Sealed and
Delivered by the above
named Edward Stafford
Howard in the presence of

E Stafford Howard (L.S.)

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

The Common Seal of the Rural
District Council of East Dean and
United Parishes was hereto affixed
at a meeting held at Lindesford
on the seventh day of June One
thousand nine hundred and five

(L.S.)

by William Bonstane
Chairman
in the presence of
Maurice St Barter Jr.

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.

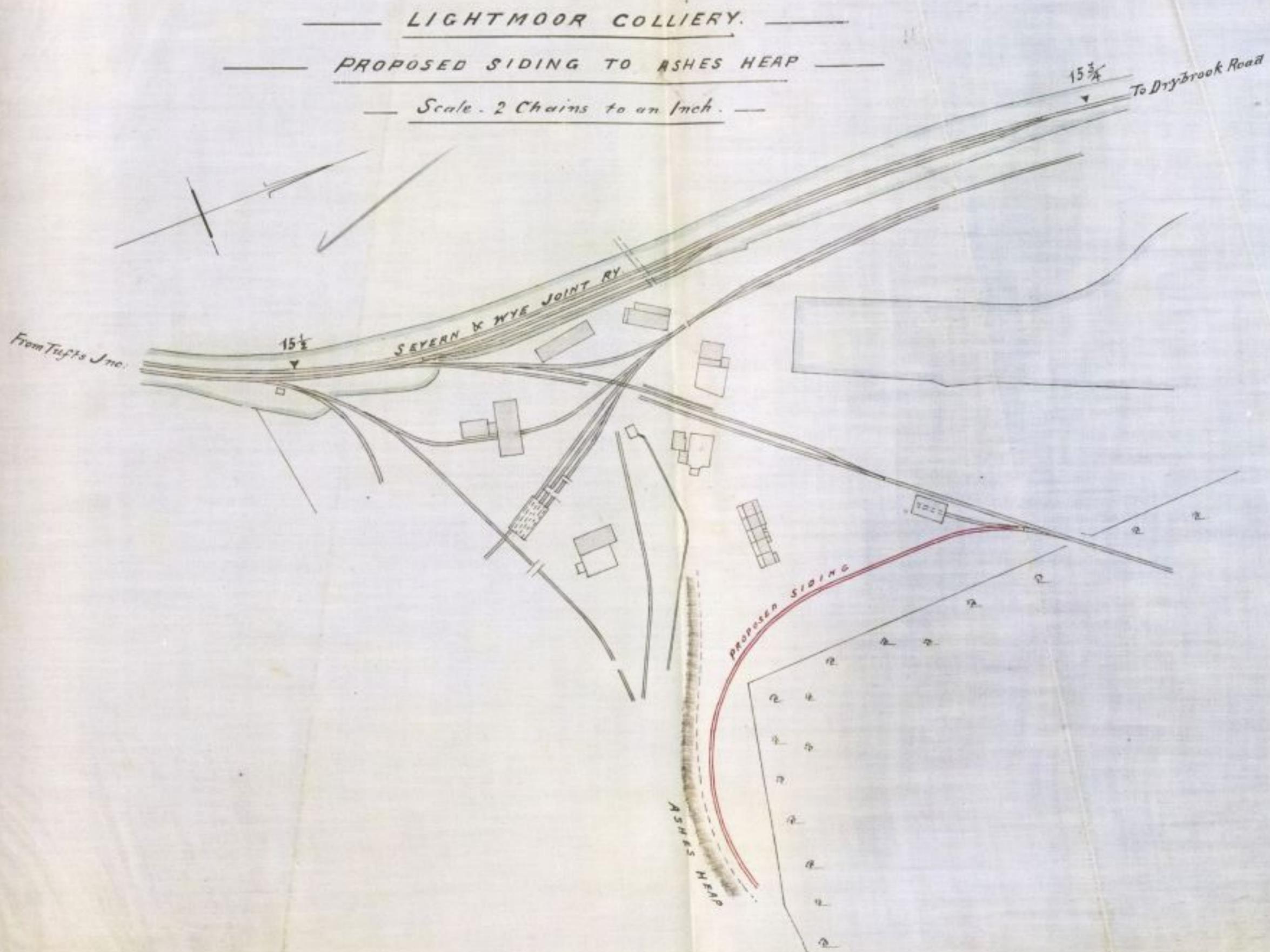
X / 1 July 1905

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

1804.

Office of Woods &
Whitehall Place

Dear.



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Dear.

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last

ing at Office your letter to him of the 7th Instant and
 lightmoor. accompanying plan respecting the laying down of the
 a tramway or siding to the Lightmoor tip and I am
June 1905 directed by Mr Stafford Howard to inform you that
 so far as the Crown's interests are concerned he is
 prepared to grant the Great Western Railway Coys:
 a licence to construct and maintain a tramway in
 the position shewn by red lines on the above
 mentioned tracing on condition that you undertake
 in writing to remove the tramway or siding and
 restore the surface of the land to the satisfaction
 of the Deputy Surveyor when called upon to do so.

This license will come to an end at the
 expiration of 2 years from the 5th April last
 unless previously renewed.

No rent will be charged for the period to
 5th April 1907.

I am,
 Sir,

Your obedient servant
 Sd/ Chas E Howlett

Geo: W. Blackall Esq

G. W. Ry

Divisional Engineers Office

Glos.

Referring

Office of Woods &
 1 Whitehall Place

S.W.

9th June 1905

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Great Western Railway
Engineers Office
Paddington
W.

23rd June 1905

Dear Sir,

Ballast siding at
Lightmoor

Referring to your letter of the 9th Instant addressed to Mr George Blackall, I hereby undertake on behalf of the Great Western Railway to remove the ballast siding proposed to be laid down at Lightmoor, and to restore the surface of the land to the satisfaction of the Deputy Surveyor when called upon to do so.

Yours truly
W. W. Grewson

Chas Howlett Esq.

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Continued from Page 372.

Paying to His Majesty His Heirs and Successors during the first fourteen years of the said term a royalty of two pence for every like ton of waste or rubble stone gotten from the said Quarry (including stone from the 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 fourteen years 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 Lessee during the whole of the second period of seven years had been assigned as a percentage 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 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 ending the twenty ninth day of September One thousand nine hundred and five or in any one year thereafter as would be sufficient in value according to the reservation hereinbefore contained to yield a sum equal to the rent payable for such half year or years as the case may be Provided also that in the assessment of the royalty to be paid after the

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first fourteen years of the said term as aforesaid the value of the stone shall be deemed to be the price for which the same shall be "bonâ fide" sold after having been wrought dressed and made marketable without making any deduction from such price either in respect of labour bestowed thereon in preparing the same for sale or in respect of carriage to any yard or works of the Lessee or of any Company being assignees of these presents 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 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

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 dwelling house 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 ~~as~~ 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 store growing on or near the said premises or any part thereof.
- 6 To permit the Lessor and his Agents or Servants at all seasonable times to enter and inspect the said quarry

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And in case any want of ~~repairs~~ or 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 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 a sufficient number of 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 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 Lessor will immediately cease making any further excavation or boring in such place or places as may be

specified

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 distinguishing in such account the quantities of block or dressed stone and waste or rubble respectively 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 specifying and distinguishing as aforesaid 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 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

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aforesaid and of the workings and cuttings of
and in the said quarry distinctly shewing 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.
- 12 *Clause cancelled.
See typewritten
copy of Agreement*
Provided always and it is hereby
agreed 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 six or 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.
- 13 Provided always 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

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present contained or in any of the said rules and regulations annexed to the award of the said Dean mentioned to be observed save being set up except for

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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 now 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 year 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 ^{anywhere} 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 at the Office of the Commissioners of Woods in London AND the said Edward Stafford Howard doth

hereby

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present 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 the Lessee or any Company being assignees of these presents shall be wound up except for purposes of reconstruction 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 whomever except by bequest and 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

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 his executors administrators 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

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and the filing or making an entry of such deposit by the Keeper of the said Records and Inrolments.

In witness whereof the said parties to these presents of the second and third parts have hereunto set their hands and seals the day and year first above written.

Signed Sealed and
Delivered by the above }
named Edward Stafford
Howard in the presence of }
Chas E Howlett
Office of Woods
S.W.

E. Stafford Howard (SS)

Signed Sealed and
Delivered by the above }
named William Porter
in the presence of }
A. Ambury.
Christ Church
Berry Hill
Coleford
Glos.
Quarryman

William Porter (SS)

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.

6 July 1905

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

No. 44

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File 6020
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To all to whom these presents shall come EDWARD STAFFORD HOWARD Esquire C.B. the Commissioner of Woods in charge of the Land Revenues of the Crown in the County of Monmouth on behalf of the King's Most Excellent Majesty SENDETH GREETING WHEREAS the *messuage* lands and hereditaments hereinafter more particularly described and intended to be hereby conveyed are held of His Majesty in right of His Crown by *Mrs Mary Richards* wife of John Richards Farm^{er} Labourer of Beauford in the Parish of Trellech at the Cot rent of £ 10/- per annum AND WHEREAS the said EDWARD STAFFORD HOWARD as such Commissioner as aforesaid hath contracted with the said *Mrs Richards* for the sale to *her* of the said premises for the sum of £ 100 - 0 - 0 NOW KNOW YE that in consideration of the sum of £ 100 by the said *Mrs Richards* paid to the said EDWARD STAFFORD HOWARD as such Commissioner as aforesaid before the execution of these presents (the receipt whereof the said EDWARD STAFFORD HOWARD doth hereby acknowledge) the said EDWARD STAFFORD HOWARD on behalf of His Majesty and under the powers of the Crown Lands Acts 1829 to 1894 doth by these presents grant and convey unto the said *Mrs Richards* and *her* heirs All that piece or parcel of land and premises

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and the filing or making an entry of
such deposit at the Register of the
Records

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containing 3. 2. 5 or thereabouts situate at Beclyford in
the Parish of Trelleck
in the County of Monmouth

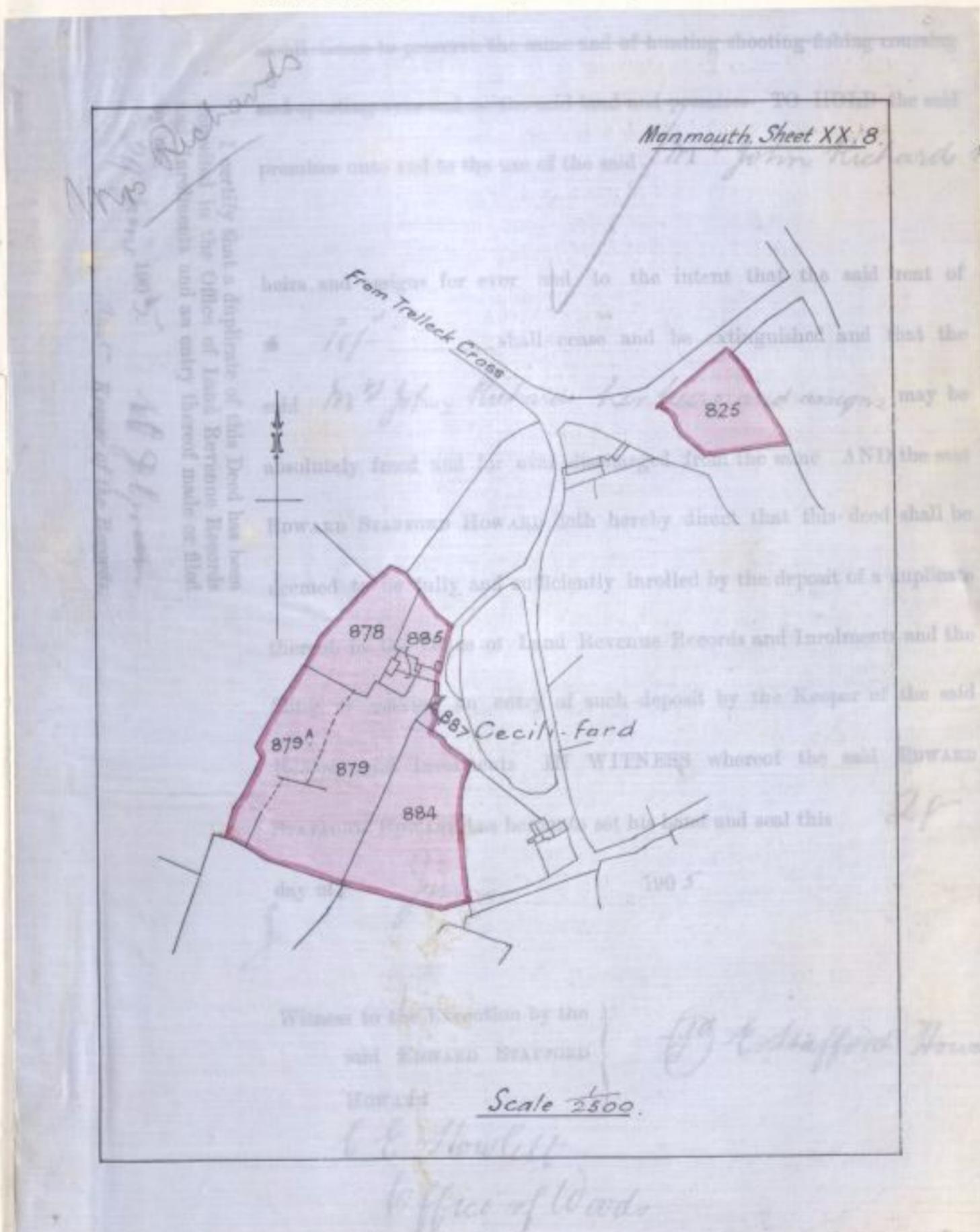
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together with the messuage erected thereon which said land and
premises are delineated and coloured red on the plan on the back of these
~~Subject to all rights of way light water and other easements if any
affecting the same and~~
presents save and except out of this Grant all mines minerals stone
and other substrata whether of a metallic or of any other nature within
under or upon the said land and premises with full power from time to
time and at all times for ever hereafter to enter upon search for work
use raise carry away and enjoy the same as fully and effectually to all
intents and purposes as if this Grant had not been made AND ALSO
save and except full power from time to time and at all times hereafter
to search for work dress use raise carry away and enjoy any other mines
minerals stone or substrata belonging to His Majesty and lying beyond
the limits of the land and premises hereby granted through or over the
same as fully and effectually to all intents and purposes as if this Grant
had not been made 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 Game Act 1880) all Game

Wild Fowl Rabbits and Fish with the exclusive right for His Majesty His
Heirs Successors and Assigns and all persons authorised by him or them



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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 *M^r John Richards her*

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.

E. S. Howlett
29 June 1905
Deputy Keeper of the Records.

heirs and assigns for ever and to the intent that the said rent of
A 10/- shall cease and be extinguished and that the
 said *M^r John Richards her heirs and assigns* may be
 absolutely freed and for ever discharged from the same AND the said
 EDWARD STAFFORD HOWARD doth hereby direct that this deed shall be
 deemed to be fully and sufficiently inrolled by the deposit of a duplicate
 thereof in the Office of Land Revenue Records and Inrolments and the
 filing or making an entry of such deposit by the Keeper of the said
 Records and Inrolments IN WITNESS whereof the said EDWARD
 STAFFORD HOWARD has hereunto set his hand and seal this

25

day of *June* 1905

Witness to the Execution by the
 said EDWARD STAFFORD
 HOWARD

C. E. Howlett
Office of Woods
Whitehall Place
London

G. E. Stafford Howard (S)

Approved.

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