

Dated  
9<sup>th</sup> September  
1905.

F.2610.

Office of Woods,  
1 Whitehall Place,  
London, S.W.  
9<sup>th</sup> September, 1905

Easements. Sir,

E. J. Flewelling  
Right of  
way from his  
premises to the  
road leading from  
Coleford to  
Lydbrook, Dean  
Forest

Dean Forest.  
File 947<sup>2</sup>  
Easements.

The Deputy Surveyor of Dean Forest has forwarded to this Office your application for a right of way over brown land from your premises to the main road leading from Coleford to Lydbrook. In reply I am directed by Mr. Stafford Howard to state that he is willing to give you during the pleasure of this Department such a right of way in the position shown by red colour on the enclosed tracing upon the terms and conditions following, viz:-

Acknowledgment  
1/- per annum.

1. An acknowledgment of 1/- per annum is to be paid to the Deputy Surveyor in advance on the 5<sup>th</sup> January in each future year during the continuance of this permission the first payment in respect of the year to 5<sup>th</sup> January 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, if required, 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 1/- to Philip Daylis Esq. Whitmead Park Coleford, Glos. and return to this Office the enclosed letter signed and dated.

I am, &c.  
W<sup>d</sup> / Chas E Howlett.  
Dean Forest. File 947<sup>2</sup>.

Sir,

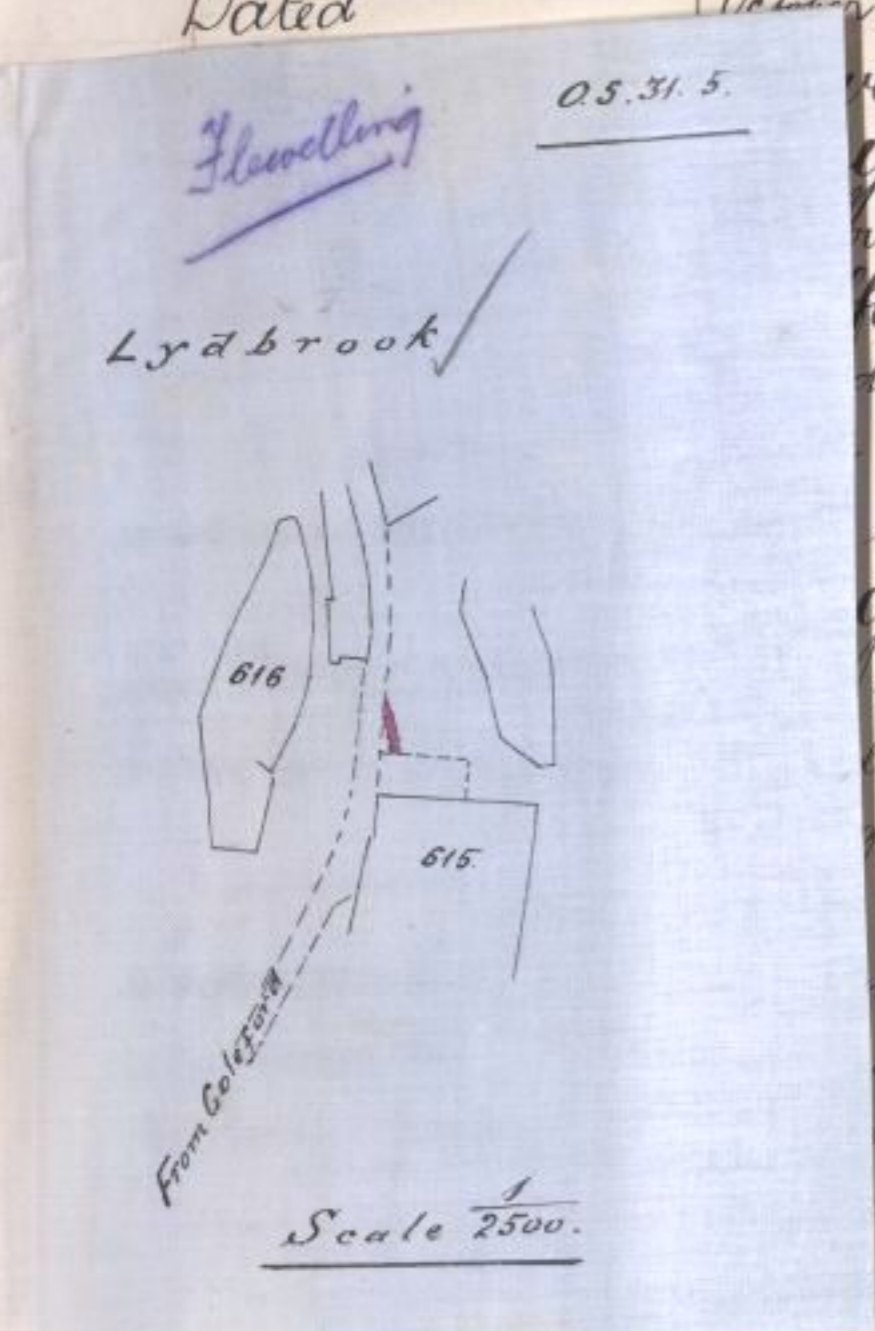
I beg to accept the offer contained in your letter of the 9<sup>th</sup> September 1905 of a right of way during the pleasure of your Department over brown land from my premises at Lydbrook to the main road leading from Coleford to Lydbrook as shown on the plan that accompanied your letter and I agree to pay the acknowledgment and to observe the conditions therein specified.

I am, &c.  
E. Stafford Howard, Esq. Esq. W<sup>d</sup> / E. J. Flewelling. 12<sup>th</sup> Sept. 1905.

File 1072

Dated

This Indenture made the fifth day of October, One thousand nine hundred and five between Hubert Hawkins and Joseph Parry both of Broadwell Lane End Coleford in the County of Gloucester of the first part Edward Stafford Howard Esquire C.B. the Commissioner in charge of the Land Revenues of the Crown in the Royal Forest of Dean and Gaveler of the said Forest of the second part and The King's Most Excellent Majesty of the third part Whereas the Gale of coal in the Worcester Colliery Gale described in the within Grant which is granted by the within named Thomas Foster the Deputy Gaveler of the said Royal Forest of Dean to Henry Hale is now vested in Hubert Hawkins and Joseph Parry at the



rent and royalty thereby reserved and under and subject to the conditions therein contained and they have requested the said Edward Stafford Howard as such Commissioner and Gaveler as aforesaid to accept on behalf of His Majesty a Surrender as from the thirty first day of December One thousand nine hundred and five of the same premises which the said Edward Stafford Howard has agreed to do Now this Indenture witnesseth that in pursuance of the premises they the said Hubert Hawkins and Joseph Parry as Beneficial Owners with the consent of the said Edward Stafford Howard testified by his executing these presents Do surrender to the King's Majesty from the said Thirty first day of December One thousand nine hundred and five All that Gale of a License to get the Coal from the Yorkley or Yard Delf Seam within the metes bounds limits and extent hereinafter mentioned that is to say To comprise the Yorkley seam lying under surface adjoining and surrounding the Worcester Lodge and bounded on all sides by the outcrop of this seam of coal reserving the coal in the said seam from this grant for a circle of one hundred yards in diameter having its centre

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File 1072

Dated  
5th October, 1905.

Dean Forest.

Mr. H. Hawkins  
and another  
to  
The Kings Most  
Excellent MajestySurrender of  
The Worcester  
Colliery Gale.

This Indenture made the fifth day of October, One thousand nine hundred and five Between Hubert Hawkins and Joseph Parry both of Broadwell Lane End Coleford in the County of Gloucester 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 Royal Forest of Dean and Gaveller of the said Forest of the second part and The Kings Most Excellent Majesty of the third part Whereas the Gale of coal called the Worcester Colliery Gale described in and granted by the within Grant which is dated the twenty first day of February One thousand eight hundred and eighty eight and is a grant by the within named Thomas Forster Brown the Deputy Gaveller of the said Royal Forest of Dean to Henry Hale is now vested in the said Hubert Hawkins and Joseph Parry at the rent and royalty thereby reserved and under

and subject to the conditions therein contained and they have requested the said Edward Stafford Howard as such Commissioner and Gaveller as aforesaid to accept on behalf of His Majesty a Surrender as from the thirty first day of December One thousand nine hundred and five of the same premises which the said Edward Stafford Howard has agreed to do Now this Indenture witnesseth that in pursuance of the premises they the said Hubert Hawkins and Joseph Parry as Beneficial Owners with the consent of the said Edward Stafford Howard testified by his executing these presents Do surrender to the Kings Majesty from the said thirty first day of December One thousand nine hundred and five All that Gale of a License to get the Coal from the Yorkley or Yard Delf Seam within the metes bounds limits and extent hereinafter mentioned that is to say To comprise the Yorkley seam lying under surface adjoining and surrounding the Worcester Lodge and bounded on all sides by the outcrop of this seam of coal reserving the coal in the said seam from this grant for a circle of one hundred yards in diameter having its centre

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in the Yorkley Seam directly underneath the centre of the main building of Worcester Lodge called Worcester Colliery Gale and all other (if any) the premises granted by the within written grant To the intent and purpose that the within written grant and all the estate and interest now subsisting in the premises under or by virtue of the same shall be extinguished and determined as from the said thirty first day of December One thousand nine hundred and five 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 Involments and the filing or making an entry of such deposit by the Keeper of the said Records and Involments In witness whereof the said parties to these presents of the first and second parts have herunto set their hands and seals the day and year first above written

Signed sealed and delivered by the above named } The mark of X (L.S.)  
 Hubert Hawkins in the presence of David Morgan }  
 Coleford. Accountant. Hubert Hawkins

Signed sealed and delivered by the above named } Joseph Parry. (L.S.)  
 Joseph Parry in the presence of David Morgan }  
 Coleford. Accountant.

Signed sealed and delivered by the above named } E. Stafford Howard. (L.S.)  
 Edward Stafford Howard in the presence of }  
 Chas. E. Howlett. }  
 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 Involments and an entry thereof made or filed by me.

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

7<sup>th</sup> October, 1905.

*Copy*

**DEAN FOREST.**

*Highmeadow Estate*

*468*

**Articles of Agreement** made the  
*third* day of *October* 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  
*William Jenkins* (<sup>*Iron labourer*</sup> ~~*Blacksmith*~~)  
 (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 *House, garden and*  
*Meadow Land known as Knockall's*  
*Lodge situate in Knockall's Inclosure*  
*in the Highmeadow Estate in the County*  
*of Gloucester containing about 2a 2r 27p.*  
*and coloured red on the plan annexed*  
*hereto.*

\_\_\_\_\_ lately in the  
 occupation of *Walter Jenkins*  
 together with the fixtures therein TO HOLD the same hereditaments  
 to the said tenant from the *5<sup>th</sup>* day of *December* 190*4*  
 for the period to the *5<sup>th</sup>* day of *Jan<sup>y</sup> 1905* thereafter.

*Inrolled 7<sup>th</sup> Oct<sup>r</sup> 1905*

in the Yorkley Seam directly underneath the centre  
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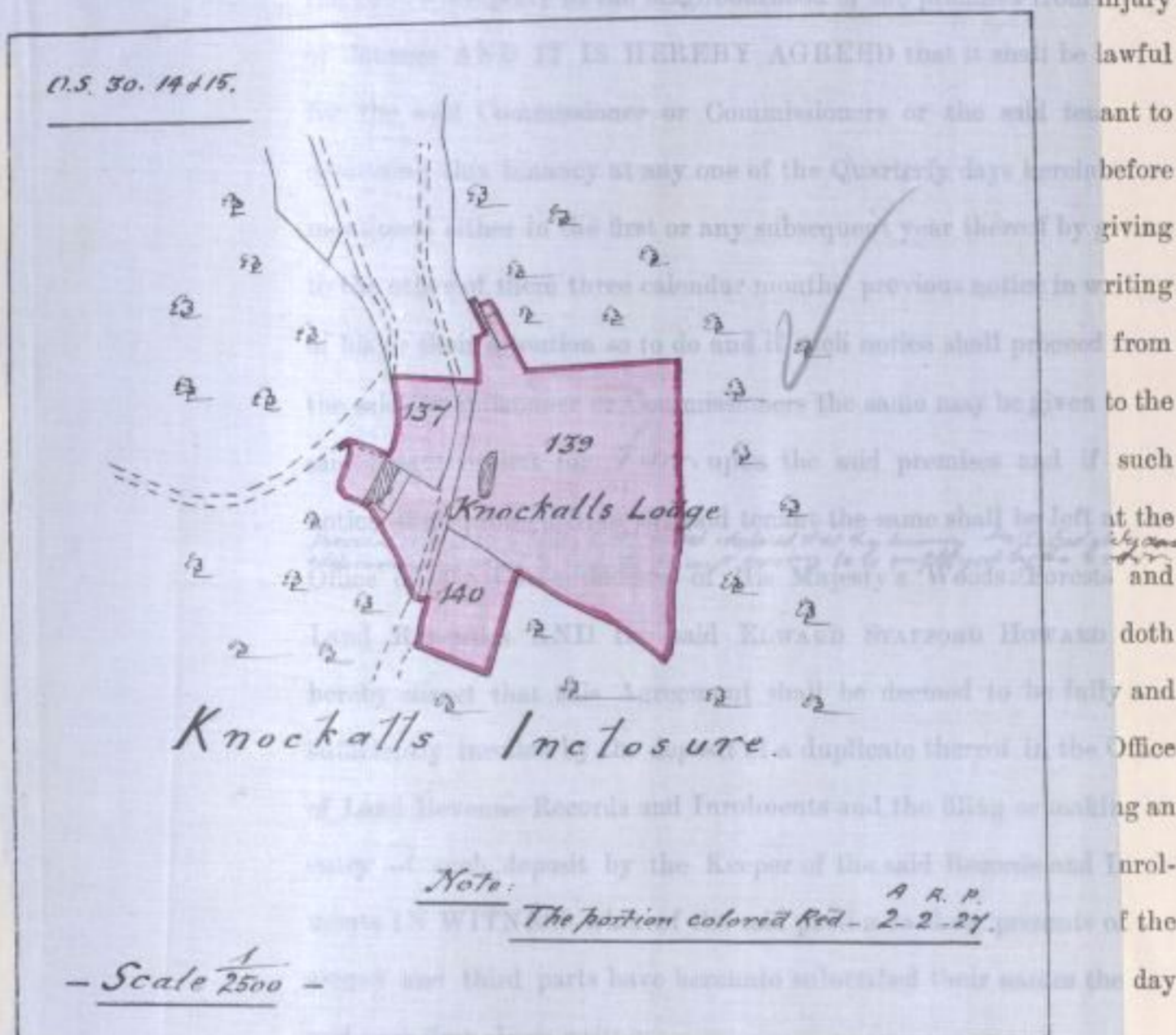
Signed sealed and delivered  
Edward Stafford Howard

In  
in the  
entire

7<sup>th</sup> October, 1905.

as tenant from year to year (the tenancy being however determinable  
as after mentioned) at the yearly rent of  $7\frac{1}{2}$  for the period to 5<sup>th</sup> January  
1905 + thereafter at the yearly rent of £4. 0. 0.  
to be paid to the Deputy Surveyor of Bear 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  
rent of  $7\frac{1}{2}$  + £1 having become due  
the first Quarterly payment to be due on the fifth day of January  
day of and fifth day of April 1905 respectively AND the said tenant  
hereby agrees that he will pay to the King's Majesty the said yearly  
rent of Four 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 Com-  
missioners") or to whom he or they may appoint AND will permit

the said Commissioner or Commissioners or his or their agent at any time or times during the said tenancy to enter into and inspect the state and condition of the said premises and to execute any works thereon or to place thereon any notice AND the said tenant further agrees that he will so far as possible keep a watch over and protect



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

*E. Stafford Howard*

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

Signed by the above-named  
*Wm Jenkins*  
in the presence of

*W. Jenkins*

*Henry Jones*  
Head brown Woodman  
Thomas Mariani Lodge  
Bodford.

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 Provided always it is hereby further agreed & declared that this tenancy shall be subject to the same conditions, inasmuch as the tenancy is to be governed by the Order 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

*E. Stafford Howard*

*Thomas E. Howlett*

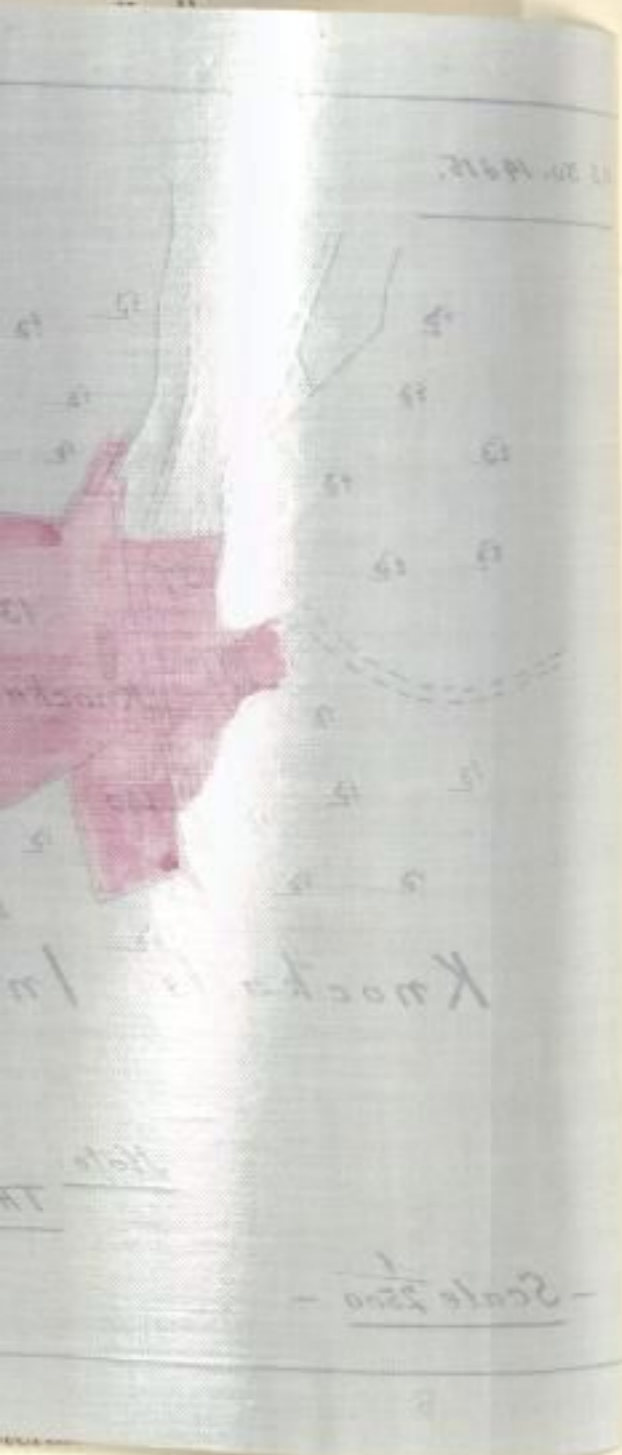
*Office of Woods &  
Whitehall Place  
London*

Signed by the above-named  
*Wm Jenkins*  
in the presence of

*W. Jenkins*

*Henry Jones  
Head Brown Woodman  
Hammers Drains Lodge  
Bodeford*

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to 5<sup>th</sup> January  
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Rent £  
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per Annum.

AGREEMENT for letting

Commissioner of His Majesty's Woods,  
&c.,  
AND

Dated

190

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

&c.,

AND

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**DEAN FOREST.**

**Articles of Agreement** made the  
*third* day of *October* 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  
*William Miles (brown Labourer)* -  
 (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 *House, Garden and*  
*Meadow Land known as Haywood Lodge*  
*situate in Haywood Inclosure in the*  
*said Forest in the County of Gloucester*  
*containing about 2a. 1r. 3 $\frac{1}{4}$  p. and*  
*coloured red on the plan annexed*  
*hereto*

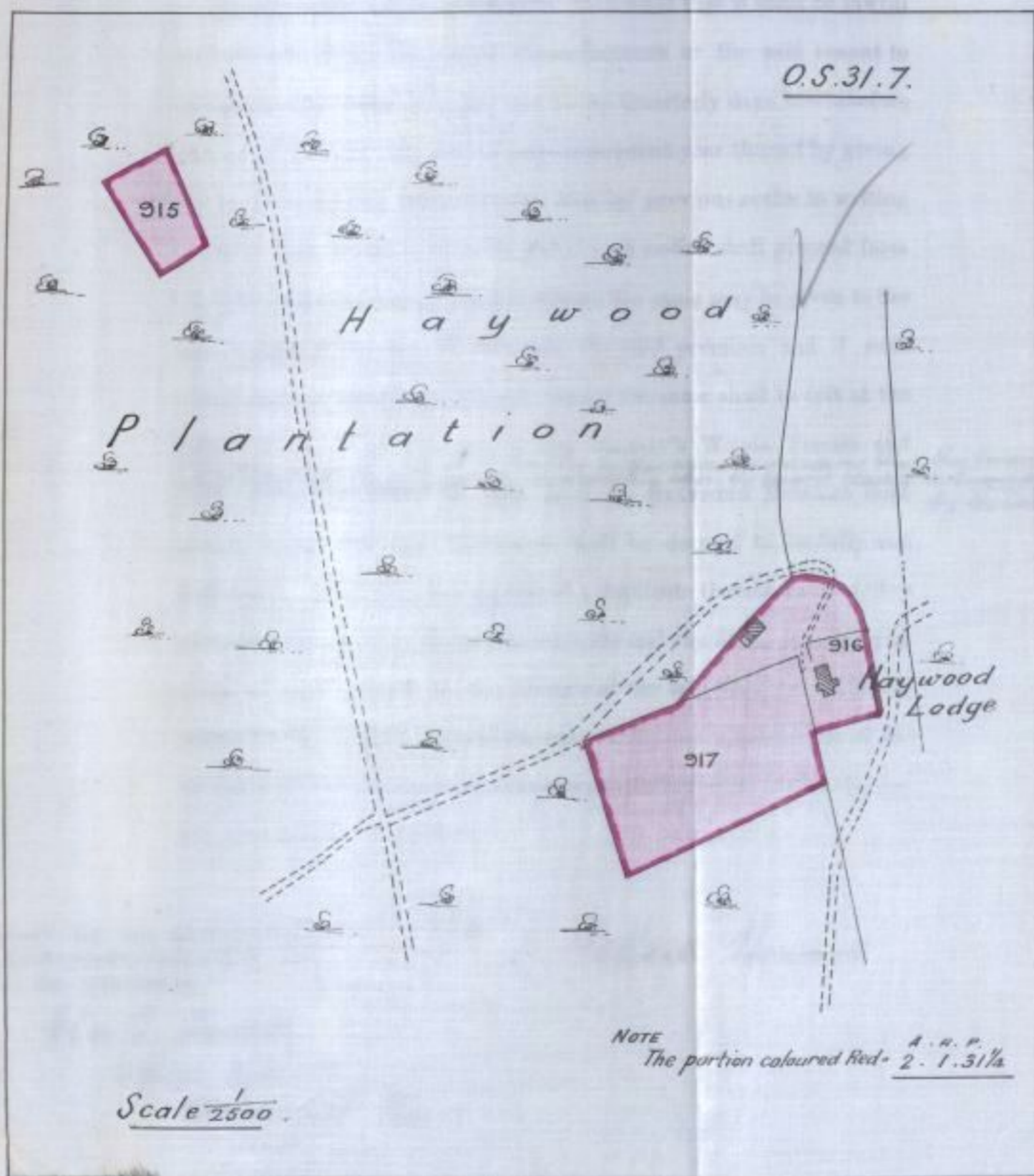
lately in the  
 occupation of *Frank Howells.*  
 together with the fixtures therein TO HOLD the same hereditaments  
 to the said tenant from the *23<sup>rd</sup>* day of *February* 1905.

*Inrolled 7<sup>th</sup> Oct<sup>r</sup> 1905*

*LW  
TS*

as tenant from year to year (the tenancy being however determinable as after mentioned) at the ~~yearly~~ rent of  $2s$  for the period to 5<sup>th</sup> April 1905 and thereafter at the yearly rent of  $\pounds 4.0.0$  to be paid to the Deputy Surveyor of the Bear 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 payments ~~due~~ <sup>of  $\pounds 0.2.0 + \pounds 1.0.0$  having become due</sup> on the fifth day of April and 5<sup>th</sup> day of July 1905. AND the said tenant hereby agrees that he will pay to the King's Majesty the said yearly rent of *Four 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

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



in the presence of

Henry Smith  
Herbert Lodge  
Brown Keeper

LV  
TS

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.*

*Provided always and it is hereby further agreed and declared that this tenancy shall absolutely cease & determine immediately upon the tenant ceasing to be employed by the Crown*

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

*(Ed)* E. Stafford Howard

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

Signed by the above-named  
W. Miles  
in the presence of

*(W)* W. Miles

*Henry Smith*  
*Herbert Lodge*  
Crown Keeper

ble  
5<sup>th</sup> April  
rest

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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.





DEAN FOREST.

Dated

190

Lot  
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File

Sched<sup>a</sup> 05/6

Dated  
23<sup>rd</sup> September  
1905.

Forest of Dean.

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

to  
M<sup>r</sup>. Wm. Porter.

Lease  
of Quarry No.  
697

Commencing  
29 Sept. 1905.

Term of Years 21  
Expires 29 Sept. 1926

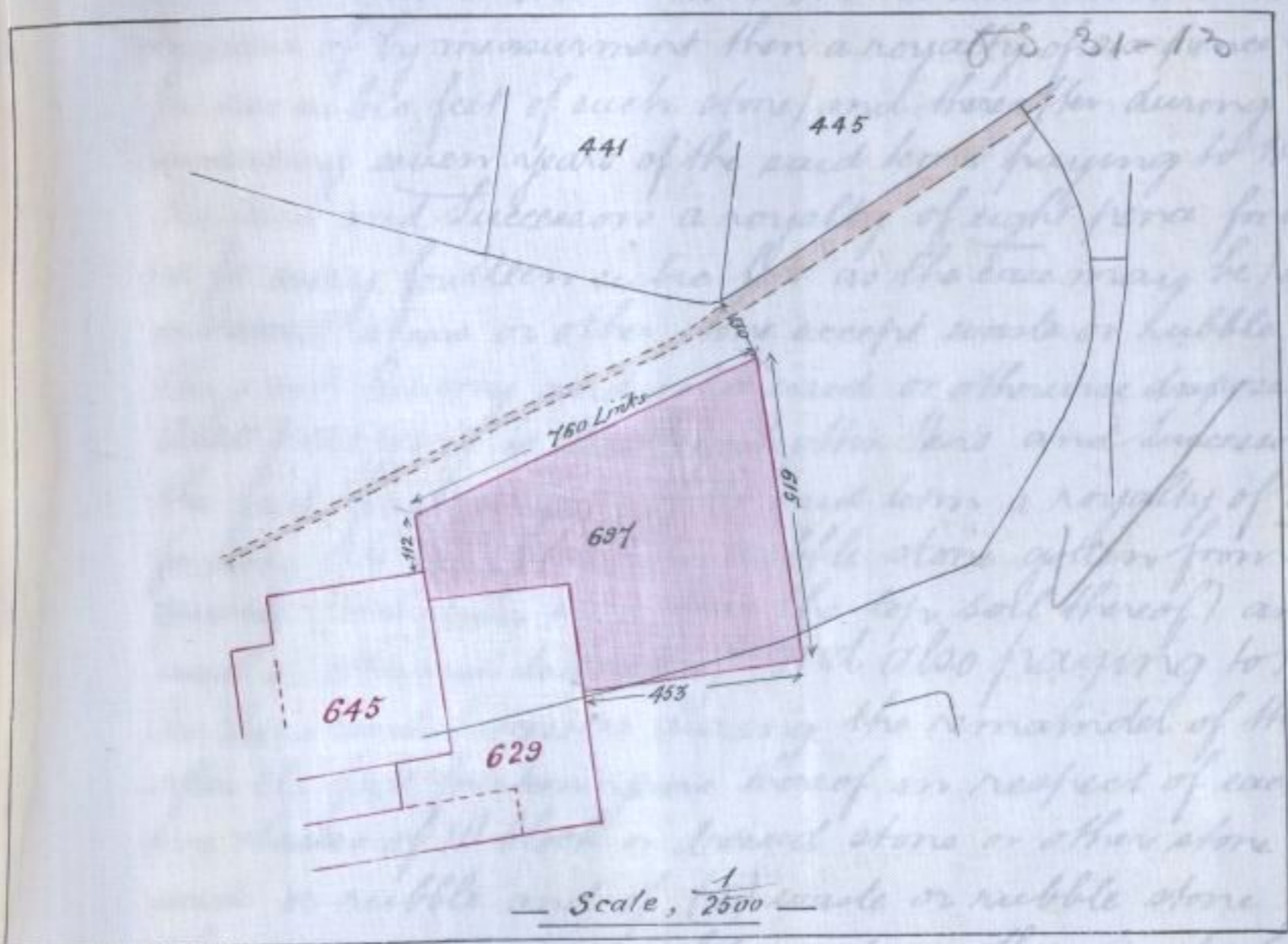
Certain Rent  
£25 p. a.

Royalties as  
within.

This Indenture made the twenty third day of September One thousand nine hundred and five Between The Kings Most Excellent Majesty of the first part Edward Stafford Howard Esquire C.B. Gaveler of the Forest of Dean and the Commissioners 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 Free Miner (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 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 Hill in the Forest of Dean in the county of Gloucester bounded on the south west by Quarries numbered 629 and 643 and open Forest and on all other sides by open Forest the north west corner is a distance of one hundred and twelve links north of the north east corner of Quarry 643 The North east corner is a distance of one hundred and thirty links from the south corner of the fences of Worcester Lodge Meadows The North boundary of the said Quarry measures seven hundred and sixty links the East side hundred and fifteen links and the south Four hundred and fifty three links and numbered 697 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 ninth day of September 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 clear yearly rent of Twenty

five

five 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 landlords Property Tax) And also yielding and paying to His Majesty His Heirs and Successors during the first seven years of the said term a royalty of six pence per ton of Two thousand two hundred and forty pounds avoirdupois on all block or dressed stone and all other stone except waste or rubble gotten from the said Quarry and sold used or otherwise disposed of



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 of value of the stone of the class on which it was paid instead of at the rate of eight pence per ton or two pence per ton as the case might be the assessment of the royalties to be paid by the lessee as aforesaid to be settled by the Gaveler for the Forest of Dean 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

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five 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 paying to His Majesty His Heirs and Successors during  
 the first fourteen years of the said term a royalty of two pence  
 for every like ton of waste or rubble stone gotten from the said  
 quarry (including stone from the top soil thereof) and sold  
 used or otherwise disposed of And also paying to His Majesty  
 His Heirs and Successors during the remainder of the said term  
 after the first fourteen years thereof in respect of each of the  
 two classes of (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 of value of  
 the stone of the class on which it was paid instead of at the  
 rate of eight pence per ton or two pence per ton as the case  
 might be the assessment of the royalties to be paid by the  
 lessee as aforesaid to be settled by the Graveler for the Forest  
 of Dean 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

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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 any one year as would be sufficient in value according to the reservation hereinbefore contained to yield a sum equal to the rent payable for such year. Provided also that in the assessment of the royalty to be paid after the first fourteen years of the said term as aforesaid the value of the stone shall be deemed to be the price for which the same shall be bona fide sold after having been wrought dressed and made marketable without making any deduction from such price either in respect of labour bestowed thereon in preparing the same for sale or in respect of carriage to any yard or works of the lessee or of any company being assignees of these premises 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

that is to say:-

1. To pay unto His Majesty His Heirs and Successors the said rent and royalty hereby reserved at the time and in the manner hereinbefore mentioned for payment thereof without any deduction or abatement whatsoever (except as aforesaid).
2. To bear pay and discharge all and all manner of present and future taxes rates charges assessments impositions and outgoings of what nature or kind soever in respect of the said premises (except Landlords' Property Tax).
3. To abide by fulfil and keep all and singular the rules and regulations set forth in the Award of the Dean Forest Mining Commissioners relating to quarries in the said Forest made pursuant to the Act of Parliament 1<sup>st</sup> and 2<sup>nd</sup> 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 <sup>stub</sup> cut logs 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

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part thereof.

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

making

making any further excavation or boring in such place or places as may be specified in such notice but the fact of any such notice being given or not shall not exonerate the lessee from his liability in respect of any damage occasioned as aforesaid.

8. To keep legible books of account with correct entries of the quantities of the stone gotten from the said quarry and of the persons to or by whom and the times and prices at or for which the same shall be sold used or disposed of 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

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been gotten as aforesaid and of the workings and cuttings of and in the said quarry distinctly showing the course and extent thereof and also to keep a like plan and measurement at the quarry or works or at the Office belonging thereto and permit the Lessor and his Agent at all times to inspect the same.

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

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

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 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 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

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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

against him or if hereby demised voluntarily or otherwise or in case hereby demised no vested in any representation lawful for the lessor or any part thereof the same premises to the Kings or to any rent or the accruing year up to the made.

by agreed herein means the term "lessee" and assigns. and doth hereby be fully and duplicate thereof Involvements and sit by the Keeper

these presents of the their hands and

Signed

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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 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 1889 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 at

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been gotten as aforesaid and of the workings and cuttings of and in the said quarry distinctly showing the course and extent thereof and also to keep a like

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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  
Alianore R. Howard (Spinster)  
Thornbury Castle  
Glos.  
E. Stafford Howard. L.S.

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

25<sup>th</sup> October 1906.

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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 whomsoever except by bequest or by representation then and in any of such cases it shall be lawful for the lessor into and upon the said demised premises or any part thereof in the name of the whole to reenter and the same premises to have again as in his former estate and in case of any such reentry there shall be payable by the lessee to the King's Majesty His Heirs and Successors in addition to any rent or royalty then due a proportionate part of the accruing rent and royalty for the then current year up to the day on which such reentry shall have been made.

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 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

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L. W. H. M. H.  
T. S. O. S.

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,  
1 Whitehall Place,  
London. S.W.

Signed sealed and delivered  
by the above named William  
Porter in the presence of --

William Porter. (L.S.)

William Smith  
Bream,  
Mr. Sydney,  
Clerk.

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

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

4<sup>th</sup> October, 1905.

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Note:  
Permission  
given to put  
in bath.  
with oph  
for brown  
to take over  
at end of  
vacancy  
Sec 7. 2052  
file 1334.

Sept 1906

File 1334.

Dated 9<sup>th</sup> October, 1905.

County of Gloucester.

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

to  
The Capital and Counties  
Bank Limited.

lease  
of a house, garden and  
premises at Coleford in  
the Parish of Newland.

commencing 29<sup>th</sup> Sept. 1906.

Term of Years. 14.

Expires 29<sup>th</sup> September 1920.

Rent. £42. per annum.

This Indenture made the ninth day  
of October One thousand nine hundred and  
five Between The Kings Most  
Excellent Majesty of the first part  
Edward Stafford Howard  
Esquire C.B. the Commissioner of His  
Majesty's Woods Forests and Land Revenues  
in charge of the hereditaments herein-  
after demised of the second part and  
The Capital and Counties Bank  
limited a company registered under  
the Joint Stock Companies Acts 1862 to  
1879 whose registered Office is at No. 39  
Threadneedle Street in the City of  
London (hereinafter called "the lessees")  
of the third part Witnesseth that  
in consideration of the rent and  
covenants hereinafter reserved and  
contained He the said Edward Stafford  
Howard as such Commissioner as afore-  
said in exercise of the powers of the  
Borrow Lands Acts 1829 to 1894 and of  
all other powers in anywise enabling  
him so to do and with the authority

*Note:* of the Lords Commissioners of His Majesty's Treasury signified  
*Permission* by their Warrant dated the second day of August One thousand  
*given to put* nine hundred and five L<sup>ts</sup> on behalf of His Majesty  
*in bail.* demise and lease unto the lessees All that messuage  
*with option* tenement or dwellinghouse with the outhouses or buildings  
*for Brown* gardens and appurtenances thereto belonging situate in the  
*to take over* Town of Coleford in the Parish of Newland in the County  
*at end of* of Gloucester Which said premises are delineated and coloured  
*vacancy* red on the plan drawn in the margin hereof Reserving unto  
*Act 2052/10* His Majesty His Heirs and Successors and the lessees and  
*File 1334.* occupiers for the time being of any other buildings or land  
belonging to His Majesty His Heirs and Successors the free  
passage of water and soil from such other buildings or  
land through the channels sewers drains and watercourses

for

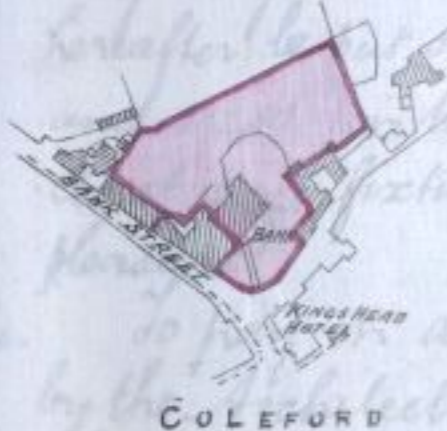
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for the time being belonging to or running under the said premises hereby demised To hold the said premises unto the lessees from the twenty ninth day of September One thousand nine hundred and six for the term of Fourteen years Paying therefor unto the Kings Majesty His Heirs and Successors during the said term the clear yearly rent of Forty two Pounds by equal quarterly payments on the twenty fifth day of December the twenty fifth day of March the twenty fourth day of June and the twenty ninth day of September in every year up to and including the twenty fourth day of June One thousand nine hundred and twenty the first quarterly payment thereof to be made on the twenty fifth day of December One thousand nine hundred and six and the payment of the rent for the last quarter of a year of the said term to be made in advance on the said twenty fourth day of June One thousand nine hundred and twenty And also paying unto His Majesty His Heirs and Successors on demand in addition to the rent hereinbefore reserved all such sums of money as may in pursuance of the power hereinafter contained be paid by the lessor for insuring any building or buildings for the time being on the said land the said respective rents and sums to be paid into the hands of His Majesty's Receiver for the time being of the rents and profits of the said premises free from all deductions except in respect of Landlords Property Tax and Tithe Rent charge. And the lessees hereby covenant with the Kings Majesty His Heirs and Successors in manner following that is to say:—

1. To pay unto His Majesty His Heirs and Successors the said several rents and sums hereby reserved on the days and in manner aforesaid.
2. To pay the land tax sewer rate and all other taxes rates and outgoings whatsoever (except Landlords Property Tax and Tithe Rent charge) now or at any time hereafter during the said term payable in respect

respect of the demised premises

3. During the said term as often as occasion shall require to well and substantially repair uphold cleanse and keep in repair all buildings for the time being on the demised premises and all appurtenances thereto belonging other than the outer walls roof and outside of the said messuage and buildings and at the end or sooner determination of the said term to surrender and yield up to the lessor the said premises together with all additions and improvements thereto and all marble and other chimney pieces windows window-shutters doors locks keys stoves ranges bells cranks wires bolts bars and fastenings whatsoever and all water closets baths sinks and things belonging thereto respectively cisterns gas water and other pipes pumps wainscots partitions shelves drawers and drawers and all other things at any time fixed or fastened to the demised premises so as to form part of the freehold thereof in goods and substantial repair except only any iron chest or safe fixture or fitting now or that may hereafter be put on the premises by the lessees for the purposes of Bankers which said excepted fixture or fitting may be removed by them at their



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to demand a reasonable share to be ascertained by the lessee or surveyor for the time being of the lessor of the expense of mending repairing and cleansing all party walls and fences sewers drains gutters and other appurtenances used or any part or capable of being used or enjoyed by the owners or occupiers of the said premises in common with the owners or occupiers of any adjoining premises.

4. At all times during the said term to keep all buildings now on the demised premises insured in one of the public Fire Insurance Offices in London or Westminster approved of by the Lessor in the joint names of the Kings Majesty His Heirs and Successors and of the lessees in the sum of eight hundred pounds at the least And whenever required so to do to produce to the lessor or to His Majesty's said Receiver the policy of such insurance and the receipt for the premiums in respect thereof for the current year And if such insurance shall not be effected or kept on foot



respect of the demised premises

3. During the said term as often as occasion shall require to well and substantially repair uphold cleanse and keep in repair all buildings for the time being on the demised premises and all appurtenances thereto belonging other than the outer walls roof and outside of the said messuage and buildings and at the end or sooner determination of the said term to surrender and yield up to the lessor the said premises together with all additions and improvements thereto and all marble and other chimney pieces windows window-shutters doors locks keys stoves ranges bells cranks wires bolts bars and fastenings whatsoever and all water closets baths sinks and things belonging thereto respectively cisterns gas water and other pipes pumps wainscots partitions shelves dressers and drawers and all other things at any time fixed or fastened to the demised premises so as to form part of the freehold thereof in good and substantial repair except only any iron closet or safe fixture or fitting now or that may hereafter be put on the premises by the lessees for the purposes of and used in their business of Bankers which said excepted closet safe fixture or fitting may be removed by them at their pleasure.
4. To pay on demand a reasonable share to be ascertained by the Architect or Surveyor for the time being of the Lessor of the expense of making repairing and cleansing all party walls and fences sewers drains gutters and other appurtenances and easements used or enjoyed or capable of being used or enjoyed by the owners or occupiers of the said premises in common with the owners or occupiers of any adjoining premises.
5. At all times during the said term to keep all buildings now on the demised premises insured in one of the public Fire Insurance Offices in London or Westminster approved of by the Lessor in the joint names of the Kings Majesty His Heirs and Successors and of the lessees in the sum of eight hundred pounds at the least and whenever required so to do to produce to the lessor or to His Majesty's said Receiver the policy of such insurance and the receipt for the premium in respect thereof for the current year and if such insurance shall not be effected or kept on foot

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- or if the said policy and receipt shall not be produced as aforesaid then the Lessor may insure the said buildings or any of them in the amount hereinbefore mentioned or in any less amount in such name or names as he may deem proper and may recover all moneys paid for such purpose as rent under the reservation for that purpose hereinbefore contained And that all moneys payable under any insurance shall immediately after the receipt thereof be applied in rebuilding and reinstating the building or buildings in respect of which the same shall be paid to the satisfaction of the Lessor or his Architect or Agent according to such plans elevations sections and specifications as the Lessor may by writing approve.
6. To permit paint three times over with good and proper oil colours in a workmanlike manner and to the satisfaction of the Lessor or his Architect all the inside parts usually painted of all the demised buildings in the last year of the said term.
7. To permit the Lessor and his Agents or servants at all reasonable times to enter into the said premises and take a plan and examine the condition thereof and also at any time or times during the said term hereby granted in like manner to enter into the said premises and take a schedule of the fixtures therein and in case any want of repair or painting of the said premises or any removal of fixtures shall then be found the Lessee will upon notice thereof in writing being given to or left on the demised premises for them substantially and properly repair paint and restore the same accordingly within three calendar months next after <sup>and</sup> 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 repair paint and restore the same and all expenses incurred thereby shall on demand be paid by the Lessee to

His

His Majesty His Heirs or Successors and if not so paid may be recovered as liquidated damages.

8. To permit the Agents or workmen employed by the lessor or by the tenant or occupier of any contiguous messuage or building at seasonable times in the day time during the said term to enter into the said premises to repair any contiguous messuage or building or to empty or repair any of the watercourses drains or gutters belonging to any such contiguous messuage or building as often as occasion may require and in case any dispute shall arise between the lessees and the tenant or occupier of any such contiguous messuage or building relating to party walls watercourses drains or gutters or to any other appurtenances or easements whatsoever the lessor may (if he shall think fit) determine every such dispute on the part of the lessees in such manner as he the lessor shall think reasonable and shall by any writing under his hand order and the lessees will submit to and abide by every such determination.
9. Not at any time during the said term by themselves or their assigns or undertenants to exercise or carry on or suffer to be exercised or carried on in or upon the said premises any trade or business whatsoever except the business or profession of Bankers without the consent in writing of the lessor nor do or permit to be done in or upon the said premises any waste spoil or destruction or any act or thing whatsoever which shall be or become a nuisance annoyance or disturbance to the lessor or his Officers Agents or Servants or the owners or occupiers of any neighbouring premises.
10. Not at any time during the said term to erect any additional building upon the demised premises other than such as shall have been previously approved of in writing by the lessor or his Architect nor cut or injure any of the principal timbers or walls nor make any alteration whatsoever in the plan or elevation of any of the buildings for the time being on the demised premises either internally or externally nor make any addition temporary or otherwise to any of such buildings either in height or projection without in every case obtaining the previous consent in

writing

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L. Atkinson  
T. O. B.

writing of the lessor.

11. Not to assign or underlet the said premises or any part thereof except at a rack rent on a yearly tenancy to be occupied as a private dwellinghouse without the license and consent in writing of the lessor.
12. At their own charges to cause all assignments which shall with such license as aforesaid be made of these presents or of the premises hereby demised or any part thereof and all Probates of Wills letters of Administration Orders of Court and other Instruments affecting the devolution of this lease or the term hereby granted within six months from the respective dates thereof to be lodged in the Office of the Commissioners of Woods in order that minutes or dockets thereof respectively may be entered and on demand to pay the usual fees therefor.
13. Provided always and these presents are upon this condition that if the several rents hereby reserved or any of them shall be unpaid for twenty days next after any of the days hereinbefore appointed for payment thereof respectively or if the lessees shall not perform and keep the several covenants herein contained the lessor may reenter upon and retain possession of the premises hereby demised as fully and effectually in all respects as if these presents had not been made. And in the event of any such reentry being made there shall be payable by the lessees to His Majesty His Heirs or Successors in addition to any rent then due a proportion of the then current quarter's rent 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 and Successors and Assigns or so long as the reversion of the demised premises is vested in the Crown the Commissioner or Commissioners or other the person or persons for the

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time being entitled by law to the management and direction thereof and that the term "lessees" 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 Involments and the filing or making an entry of such deposit by the Keeper of the said Records and Involments.

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

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

E. Stafford Howard.



Office of Woods.

1 Whitehall Place, London, S.W.

The common seal of the Capital and Counties Bank, Limited, was hereunto affixed in the presence of

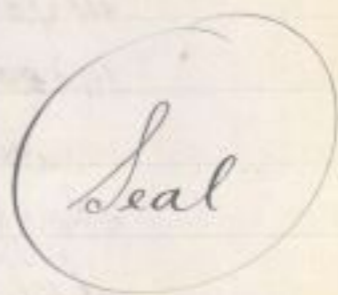
W. Garfit?

W. Lane Maypon?

L. Rose.

Directors

Secretary.



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

21<sup>st</sup> October, 1905.

W. J. Green

Assistant to the Keeper of the Records.

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