

Agreement
Revenue
made or filed

green

Records

Dated

190

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

642
Latham
TS O/P

copy
DEAN FOREST.

Articles of Agreement made the
 second day of *January* One Thousand
 nine hundred and ~~five~~ ^{six} 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

Milson Jenkins _____
 (hereinafter called "the said Tenant") of the third part

*See mem
 on back*

THE said EDWARD STAFFORD HOWARD as such Commissioner
 as aforesaid on behalf of His Majesty hereby agrees to let to the said
 tenant who hereby agrees with His Majesty to take and rent as tenant
 to His Majesty ALL THAT *cottage and garden*
known as the Pike House situate on
Lower High Street, Brierford in the
bounty of Gloucester containing about
16 perches and coloured red on the plan
annexed hereto _____

_____ lately in the
 occupation of *James Hardwick* _____
 together with the fixtures therein TO HOLD the same hereditaments
 to the said tenant from the *5th* day of *January* 1906.

Inrolled 9th Jan. 1906.

64
Waters
 T.S. O.

as tenant from year to year (the tenancy being however determinable as after mentioned) at the yearly rent of *Five pounds* to be paid to *the Deputy Surveyor of Dean Forest* free from all taxes rates and deductions whatsoever (except Landlord's property tax) by equal Quarterly payments on the *5th* day of *January* the *5th* day of *April* the *15th* day of *July* and the *tenth* day of *October* in every year the first Quarterly payment to be due on the *fifth* day of *April 1906*. AND the said tenant hereby agrees that he will pay to the King's Majesty the said yearly rent of *Five 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

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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

AND IF IT IS HEREBY AGREED THAT IT SHALL BE LAWFUL

FOR THE SAID COMMISSIONERS OF DISTRICTS TO TAKE SUCH STEPS AS THEY MAY THINK FIT TO

SECURE THE INTERESTS OF THE CROWN IN ANY SUCH PREMISES

AND TO TAKE SUCH STEPS AS THEY MAY THINK FIT TO

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AND TO TAKE SUCH STEPS AS THEY MAY THINK FIT TO

SECURE THE INTERESTS OF THE CROWN IN ANY SUCH PREMISES

M. Jenkins
O.S. 31.7



in the presence of
(Ed) Chas. E. Howlett,
Office of Woods
1, Whitehall Place
London S.W.

Signed by the above-named
Milton Jenkins
in the presence of
(od) Henry Smith
Herbert Lodge
Crown Keeper

Cinderford Steward

M. Jenkins
Over

642
Latham
TS O/P

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

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

(sd) Chas E. Howlett,
Office of Woods
, Whitehall Place
London S.W.

Ed E. Stafford Howard

Signed by the above-named
Milton Jenkins
in the presence of

(sd) Henry Smith
Herbert Lodge
Crown Keeper

Ed M. Jenkins
Over

64
Latham
TS O/P

I certify that a duplicate of this Agreement has been deposited in the Office of Land Revenue Records and Enrolments and an entry thereof made or filed by me.
9th January 1906.

(sd) W. J. Lyreen
Assistant to the
Keeper of the Records.

W B & L (A) - 4987 - 250-248

AGREEMENT for letting
on a Yearly Tenancy from the
190 .
Rent £ _____ per Annum.

DEAN FOREST.
Dated _____ 190 .
EDWARD STAFFORD HOWARD, Esq., C.B.
a Commissioner of His Majesty's Woods,
&c.,
AND

I have no further interest in this Agreement after the fifth November 1906.

Witness
Henry Smith.
Retired brown Keeper.
Milson Jenkins.
9th November 1906.

I agree to become tenant as from the 5th November 1906 of the premises now held under the within written Agreement at the rent and on the terms within mentioned.

Witness
Henry Smith
Retired brown Keeper.
Annie Cordy
Eva Emma Cordy
8 November 1906.

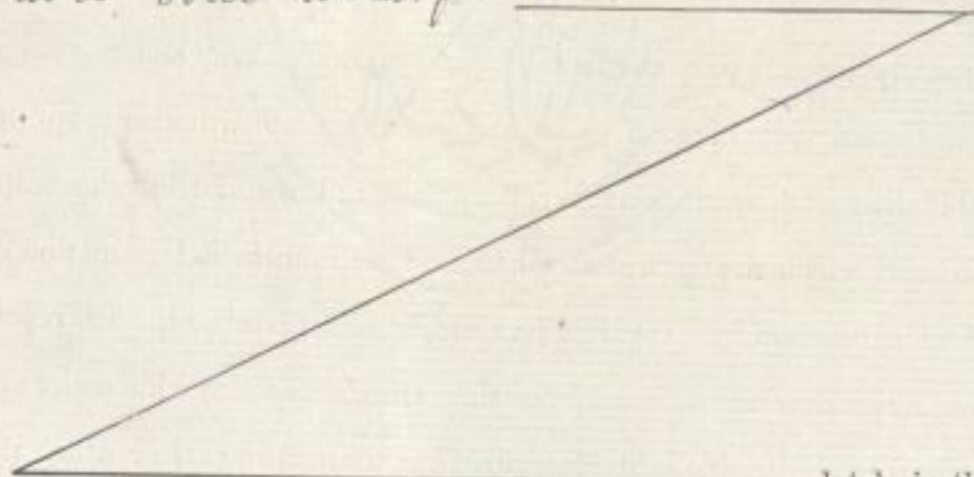
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DEAN FOREST.

Articles of Agreement made the
second day of *January* One Thousand
 nine hundred and ~~five~~ ¹⁹⁰⁶ 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
Thomas Morse (Junior) _____

(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 *Piece of land situate*
at Knockley Parkend in the County of
Gloucester containing about 3½ perches
and coloured red on the plan annexed
hereto which piece of land is to be used
as a Coal Wharf _____



_____ lately in the
 occupation of _____

together with the fixtures therein TO HOLD the same hereditaments
 to the said tenant from the *5th* day of *January* 1906.

Insolled 9th Jan 1906.

64
 Latham
 T.S. O.P.

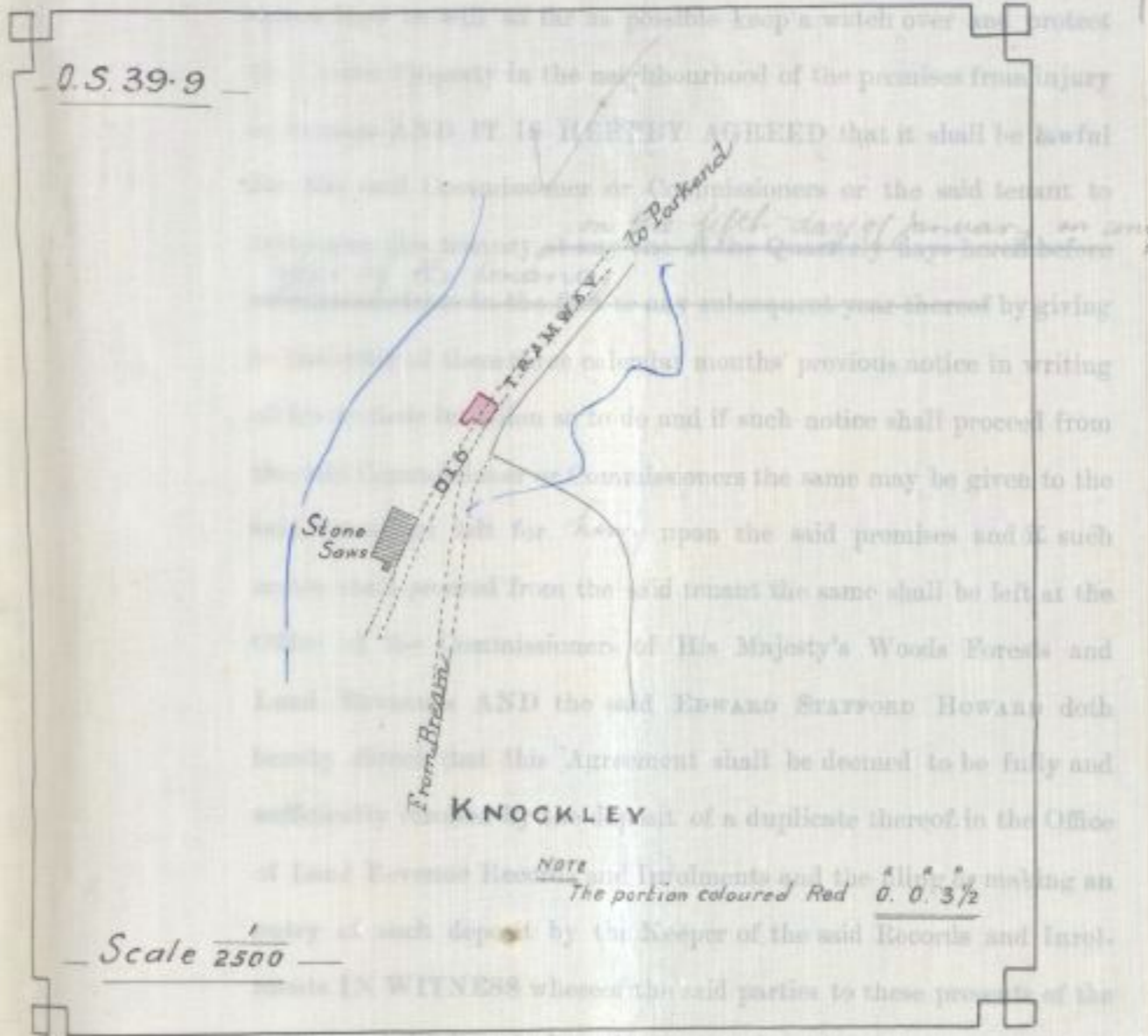
as tenant from year to year (the tenancy being however determinable as after mentioned) at the yearly rent of *£ 2. 0. 0* to be paid to *the Deputy Surveyor of Dean Forest* free from all taxes rates and deductions whatsoever (except Landlord's property tax) ~~by equal Quarterly payments on the~~ *in advance on the fifth* day of *January* the _____ day of _____ and the _____ day of _____ in every year the first ~~Quarterly~~ payment to be due on the *fifth* day of *January 1906* AND the said tenant hereby agrees that he will pay to the King's Majesty the said yearly rent of *Two 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 preceeding 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~~ *a tidy* 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

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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 require any work to be done thereon any notice AND the said tenant further



O.S. 39-9

KNOCKLEY

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

(sgd) Chas E. Howlett
Office of Woods
1, Whitehall Place
London S.W.

E. Stafford Howard

Signed by the above-named
Thomas Morse
in the presence of

(sgd) Thomas Morgan
Parkhill Lodge
Brown Labourer

Thomas Morse Junr

642
Latham
TS O/P

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 ^{on the fifth day of January in any} ~~at any one of the Quarterly days hereinafter~~ ^{year of the tenancy.} ~~mentioned either in the first or any subsequent year thereof~~ by giving to the other of them three calendar months' previous notice in writing of his or their intention so to do and if such notice shall proceed from the said Commissioner or Commissioners the same may be given to the said tenant or left for *him* upon the said premises and if such notice shall proceed from the said tenant the same shall be left at the Office of the Commissioners of His Majesty's Woods Forests and Land Revenues AND the said EDWARD STAFFORD HOWARD doth hereby direct that this Agreement shall be deemed to be fully and sufficiently inrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Inrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Inrolments IN WITNESS whereof the said parties to these presents of the second and third parts have hereunto subscribed their names the day and year first above written.

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

(sgd) Chas E. Howlett
Office of Woods
1, Whitehall Place
London S.W.

Ed E. Stafford Howard

Signed by the above-named

Thomas Morse
in the presence of

(sgd) Thomas Morgan
Parkhill Lodge
Brown Labourer

Ed Thomas Morse Junr

642
L. Stafford
TS O/P

I certify that a duplicate of this Agreement has been deposited in the Office of Land Revenue and Enrolments and an entry thereof made or filed 9th January 1906.

(sgd) W. J. Green

Assistant to the
Keeper of the Records.

Dated 190 .

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

&c.,

AND

AGREEMENT for letting

on a Yearly Tenancy from the

190 .

Rent £ per Annum.

W. B. & L. (S) - 27790 - 150-15-4

File 729³Dated
20th December
1905.Forest of Dean
and Hundred
of St. Briavels.The Registered
Owners of the
Gale of Coal
called the
Union and
Barnon
Engineto
The King's
Most Excellent
MajestyRelease
of
Shortworkings

This Indenture made the twentieth day of December One thousand nine hundred and five Between Henry Crawshaw & Co. Limited whose Registered Office is at Cinderford in the County of Gloucester the Registered Owners of the Gale of Coal called Union and Barnon Engine (hereinafter called the "Registered Owners") of the first part Edward Stafford Howard Esquire C.B. a Commissioner of His Majesty's Woods and His Majesty's Gaveler of and for the Forest in the County of Gloucester of the second part and The King's Most Excellent Majesty of the third part Whereas the persons holding the said Gale have desisted from working the said Gale for a period of five years and upwards in violation of the 9th Rule specified in the Second Schedule of the Dean Forest Mining Commissioners Award of Coal Mines dated the eighth day of March One thousand eight hundred and forty one And the said Gale has become liable to be forfeited to the King's Majesty And whereas it has been agreed between the Registered Owners and the said Edward Stafford Howard as such Commissioner and Gaveler as aforesaid that in consideration of the forbearance until the thirty first day of December one thousand nine hundred and six of the execution of the right of reentry so accrued as aforesaid to His Majesty such release and surrender of Shortworkings and such covenants and grants shall be executed as are hereinafter contained Now this Indenture witnesseth that the Registered Owners do by these presents release surrender and renounce unto the King's Most Excellent Majesty His Heirs and Successors All right and liberty of them the Registered Owners and all persons holding through or under them of making up so much of the Shortworkings accumulated up to and including the thirty first day of December One thousand nine hundred and three in respect of the said Gale as amount to the sum of Five hundred pounds Provided always

and

and the Registered Owners do covenant and agree with and to the King's Most Excellent Majesty His Heirs and Successors in manner following that is to say:-

1. That the said right of reentry so accrued to His Majesty His Heirs and Successors shall not be deemed to be waived by these presents or by the receipt of rent or by the Registration of any Transfer of the said Gale before the Registered Owners or holders of the said Gale shall have bona fide resumed the working of such Gale.
2. That powers of taking sum for or recovering and all obligations and covenants for payment of Galeage rents dead or certain rents and royalty or tonnage duty shall be in force and shall apply with reference to the Galeage rent dead or certain rent royalty or tonnage duty hereafter to become due in respect of the said Gale without deduction of the shortworkings intended to be hereby released or any part thereof.
3. That nothing herein contained shall diminish or postpone any rights or powers of reentry or other rights or powers of His Majesty His Heirs and Successors in respect of the said Gale other than the particular right of reentry agreed to be postponed as hereinbefore mentioned.

And it is hereby declared that it is the intention of these presents that if the Registered Owners or holders shall on the thirty first day of December One thousand nine hundred and six have continued in the occupation of the said Gale paying the proper rents and royalties to the Crown without deduction on account of the Shortworkings intended to be hereby released or any part thereof and duly observing the conditions under which they hold and shall have bona fide resumed the working thereof before that date the particular right of reentry so agreed to be postponed as hereinbefore mentioned shall not be exercised. 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 Involvements and ~~an entry~~ the filing or making an entry of such deposit by the Keeper of the said Records and Involvements. In witness whereof the said Company have caused their common Seal

to be hereunto affixed and the said Edward Stafford Howard has hereunto set his hand and seal the day and year first above written.

The common seal of the above named Henry Braushay & Co limited was hereunto affixed in the presence of

William Braushay } Directors.
 Tudor Braushay }
 Edwin W. Morgan. Secretary.

(Seal)

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

Chas. E. Howlett.

Office of Woods,

1 Whitehall Place,

London. S.W.

E. Stafford Howard. (Sd)

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

W. J. Green.

Asst. to the Keeper of the Records.

15th Jan. 1906.

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Dated

E. Staff
 C. B. a
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 from
 Ellis

File 13414

Dated 4th January, 1906.

Dean Forest.

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

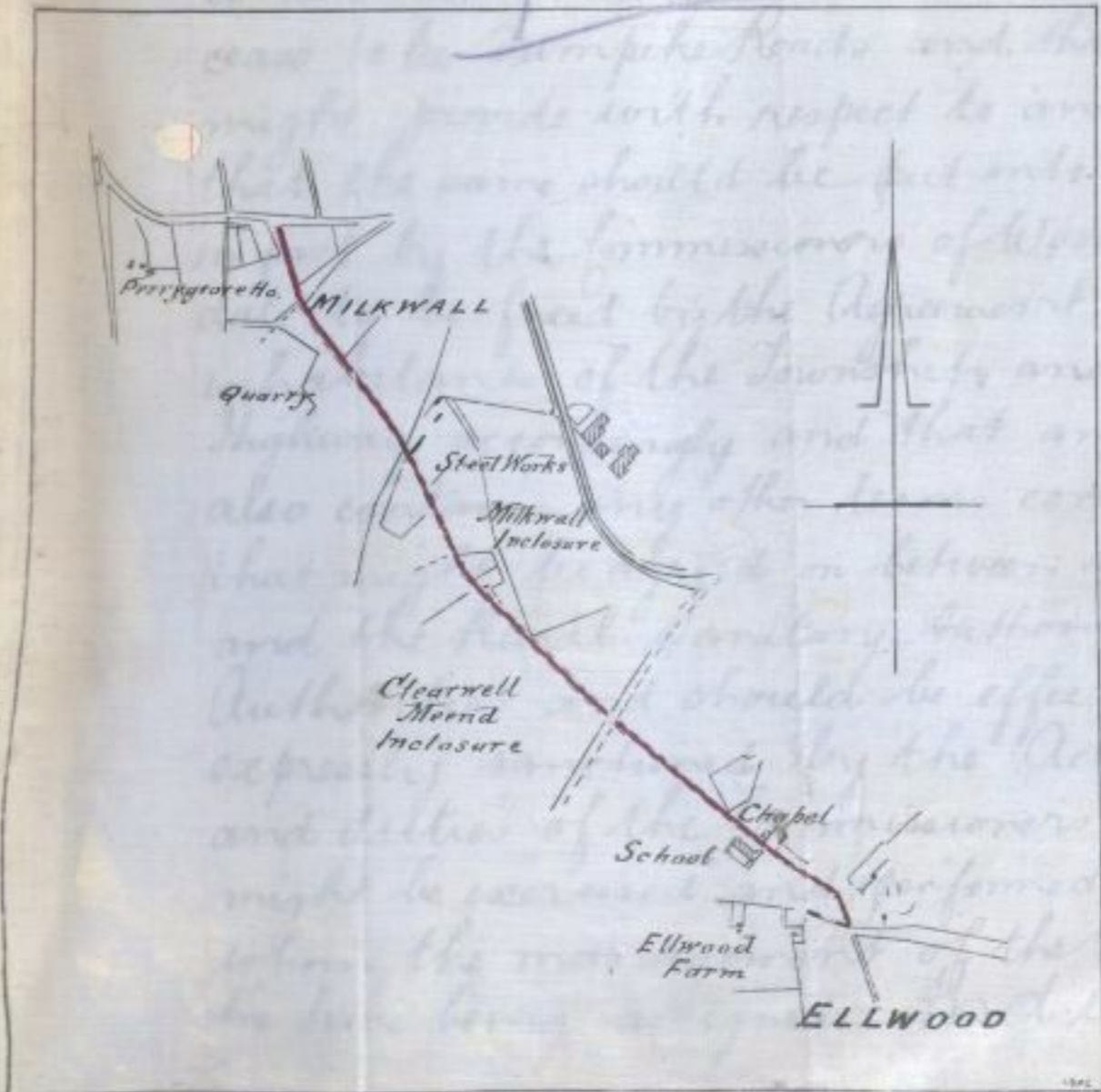
and
The Rural District Council of West Dean.

Agreement under the East and West Dean Highways Act, 1883 as to Road from Milkwall to Ellwood.

An Agreement made the fourth day of January One thousand nine hundred and six Between Edward Stafford Howard Esquire C.B. the Commissioner of Woods in charge of the Forest of Dean in the County of Gloucester of the one part and The Rural District Council of West Dean (as the Highway Authority for the time being having jurisdiction over the Township of West Dean) hereinafter called "the Council" of the other part Whereas by the East and West Dean Highways Act 1883 it was provided that it should be lawful for the Commissioners of Woods and the Rural Sanitary Authorities or other Highway Authorities for the time being having jurisdiction over the Townships of East Dean and West Dean respectively from time to time to make and carry into effect agreements concerning the execution and expenses of

the repair and maintenance of any highways or roads made or to be made within the respective Townships other than roads

W.D.S. 24 p. 554



at any time thereafter my such agreement such Highway or road repair or made wholly or and should after a one repairable by the be maintained as a such Agreement might tion or provisions Commissioners of Woods or other Highway and as if it had been and that any powers Woods under the Act the Commissioner to West of Dean was for areas it hath been

agreed

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Latham
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File 1344.

Dated 4th January, 1906.Dean Forest.E. Stafford Howard, Esq.
C.B. a Commissioner of
Woods &c.

and

The Rural District
Council of West Dean.Agreement
under the East and
West Dean Highways
Act, 1883 as to Road
from Meltwell to
Ullwood.

An Agreement made the fourth day of January One thousand nine hundred and six Between Edward Stafford Howard Esquire C.B. the Commissioner of Woods in charge of the Forest of Dean in the County of Gloucester of the one part and The Rural District Council of West Dean (as the Highway Authority for the time being having jurisdiction over the Township of West Dean) hereinafter called "the Council" of the other part Whereas by the East and West Dean Highways Act 1883 it was provided that it should be lawful for the Commissioners of Woods and the Rural Sanitary Authorities or other Highway Authorities for the time being having jurisdiction over the Townships of East Dean and West Dean respectively from time to time to make and carry into effect agreements concerning the execution and expenses of

the repair and maintenance of any highways or roads made or to be made within the respective Townships other than roads which had already ceased or should at any time thereafter cease to be Turnpike Roads and that any such agreement might provide with respect to any such Highway or road that the same should be put into repair or made wholly or in part by the Commissioners of Woods and should after a date to be fixed by the Agreement become repairable by the inhabitants of the Township and be maintained as a Highway accordingly and that any such Agreement might also contain any other terms conditions or provisions that might be agreed on between the Commissioners of Woods and the Rural Sanitary Authority or other Highway Authorities and should be effectual as if it had been expressly sanctioned by the Act and that any powers and duties of the Commissioners of Woods under the Act might be exercised and performed by the Commissioner to whom the management of the Forest of Dean was for the time being assigned And whereas it hath been

agreed

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L. Atkinson
T. O. P.

agreed that the road hereafter mentioned shall be put into repair or made by the Commissioners of Woods as hereinafter provided Now these presents witness and the said Edward Stafford Howard as such Commissioner as aforesaid and the Rural District Council of West Dean (as the Highway Authority for the time being having jurisdiction over the Township of West Dean) hereby mutually agree as follows that is to say:-


1. A road from Milkwall to Ellwood both in the said Forest of Dean shown by red colour on the plan annexed hereto shall be put into repair or made by the Commissioners of Woods in accordance with the Specification dated the Twenty first day of December One thousand nine hundred and five signed by the Contractor such road to be of a width throughout of not less than fifteen feet and upon the completion of such road the Commissioners of Woods shall sign a Certificate thereof in duplicate and serve one copy thereof upon the Clerk to the Highway Authority within seven days thereafter.

2. The date after which such road shall become repairable by the Inhabitants of the Township of West Dean and be maintained as a Highway accordingly shall be the date of the Certificate of the Commissioners of Woods that such road has been put into repair or made by them as aforesaid.

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

In witness whereof the said Edward Stafford Howard has hereunto set his hand and seal and the Rural District Council of West Dean 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 Norton Evans,
Office of Woods,
Whitehall Place

E. Stafford Howard. 

The Common Seal of the West
Dean Rural District Council
was affixed by Thomas
Newcomen, Chairman, in the
presence of
J. A. Williams,
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
Asst. to the Keeper of the Records.

17 Jan: 1906.

642
Latham
T & O

Memorandum rectifying error in plan to this Indenture
see W.L. 13. 28 page 1623

File 70.

Dated
30th. December
1905.

Isle of Alderney

E. Stafford
Howard Esq.
CB a commis-
sioner of His
Majesty's Woods
tc.

to
The Secretary
of State for War.

sease
of a Building
called The
Nunnery and
land containing
16 acres on Longy
Common.

Commences

5 April 1905
Term of Years 21
Expires 5 April 1926

Rent £s. per annum

This Indenture made the thirtieth day of December
One thousand nine hundred and five Between The
King's Most Excellent Majesty of the first
part Edward Stafford Howard Esquire C.B.

the Commissioner of Woods in charge of the Land Revenues
of the Crown in the Isle of Alderney of the second part and
His Majesty's Principal Secretary of State
for the War Department (hereinafter

referred to as "the lessee") of the third part Witnesseth
that in consideration of the expense which the lessee
has incurred in improving and repairing the premises
heretofore demised and of the rent and covenants hereinafter
reserved and contained He the said Edward Stafford Howard
as such Commissioner as aforesaid in exercise of the powers
of the Crown Lands Acts 1829 to 1894 and of all other powers
in anywise enabling him so to do and with the authority
of the Lords Commissioners of His Majesty's Treasury dated
the eighth day of June One thousand nine hundred and five

Doth on behalf of His Majesty demise and lease unto
the lessee First all that building known as the Nunnery
situate at Longy Bay in the Isle of Alderney more
particularly delineated and described on the plan drawn
in the margin hereof and thereon coloured dark red And
secondly All that piece of land near thereto called
or known as Longy Common containing sixteen acres
or thereabouts more particularly delineated and described
on the said plan and thereon coloured light red To hold

the said premises unto the lessee from the fifth day of April
One thousand nine hundred and five for the term of Twenty
one years Saying therefor unto the King's Majesty

His Heirs and Successors during the said term the clear
yearly rent of Eight pounds by equal quarterly
payments on the fifth day of July the tenth day of October
the fifth day of January and the fifth day of April in
every year up to and including the fifth day of
January One thousand nine hundred and twenty six
the first quarterly payment thereof having become due on
the fifth day of July One thousand nine hundred and

five

Plan in new volume of lease book

fine 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 fifth day of January one thousand nine hundred and twenty six such rent to be paid to His Majesty's Receiver of Rents for the said Island free from all deductions And the lessee hereby covenants with the Kings Majesty His Heirs and Successors as follows that is to say:-

1. To pay to the Kings Majesty His Heirs and Successors the said yearly rent of eight pounds at the time and in manner aforesaid.
2. To pay all taxes rates tithes or tithes rentcharges assessments and outgoings whether present or future for the time being payable in respect of the said 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 said land and all the boundary walls hedges gates and fences belonging to the said premises but excepting the old boundary walls of the Nursery aforesaid which are to be kept in as good a state of repair as they are in at the date of these presents and not to plough break up or convert into tillage or garden ground any part of the longy common without the consent in writing of the lessor and at the end or determination of the said term to surrender and yield up the said premises (except as aforesaid) to the lessor or to whom he may appoint in good and substantial repair order and condition.
4. Not to cut or injure any of the principal timbers or walls nor machinery make any alteration whatsoever in the plan or elevation of the said buildings nor construct or erect any additional buildings or works on the said land other than such as shall have been previously approved of in writing by the lessor and before commencing any works to submit to the lessor for his approval plans specifications and designs relating to the said new buildings or works.
5. To permit the lessor and his Agent at any time or times during the said term to enter upon and inspect the said premises hereby demised and in case the said buildings or any part thereof shall be found out of repair and notice of such want of repair shall be given to the lessee or left upon the said premises for the lessee to sufficiently repair the same pursuant to such notice within one calendar month from the delivery thereof.

Plan in new volume of the book

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6. To insure and keep insured in the joint names of His Majesty His Heirs or Successors and of the Lessee the said buildings against loss or damage by fire in some Insurance Office to be approved of by the lessor in a sum of money equal to three fourth parts of the value thereof And in case the said buildings or any part thereof shall be destroyed or damaged by fire to lay out the insurance money when received in rebuilding or reinstating the same immediately after such destruction or damage shall happen Provided always and it is hereby agreed that during such time as the said premises shall be actually occupied by the Lessee he shall not be bound to perform or observe or be or come under any liability by reason of the non-performance or non-observance of the covenants hereinbefore contained for the insurance of the buildings for the time being on the said piece of land hereby demised but instead thereof it is agreed and the Lessee doth hereby covenant with the Kings Majesty His Heirs and Successors that in case the said buildings or any part thereof shall at any time when held or occupied by him be destroyed or damaged by fire the Lessee will at his own expense rebuild and reinstate the same 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 under his hand approve.

7. Not to assign or underlet the said premises or any part thereof without the license and consent in writing of the lessor but so that such consent shall not be necessary to any subletting of the premises secondly hereinbefore demised or any part thereof for grazing or of the premises first hereinbefore demised or any part thereof to persons in the employment of the War Department for quarters or otherwise and at his own cost to cause all assignments which shall with such licence 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

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 doquets thereof respectively may be entered and on demand to pay the usual fees therefor.

Provided always and it is hereby declared that it shall be lawful for the lessee or any persons authorised by him in that behalf to use the said premises secondly hereinbefore demised or any part thereof for any Military purposes of defence or otherwise and in particular to erect thereon or on any part thereof any shelter trenches ~~trenches~~ or other Military works from time to time Provided that all such trenches and other works shall at the expense of the lessee be filled in and removed when the same are no longer required or at the expiration of the term hereby granted as the case may be.

Provided also and these presents are upon this condition that if the said rent of Eight pounds hereby reserved or any part thereof shall be unpaid for twenty one days next after either of the days whereon the same shall become payable Or if the lessee shall make default in the performance of the covenants hereinbefore contained or any of them it shall be lawful for the lessor into or upon the said hereditaments and premises to reenter and retain possession thereof as if these presents had not been made.

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 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 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 said 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

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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

E. Stafford Howard. (S)

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

Signed sealed and delivered by
His Majesty's Principal Secretary
of State for the War Department
in the presence of

Gerald S. Ellison,
Colonel,
War Office
Private Secretary.

R. B. Haldome. (S)

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

W. J. Green,
17th January 1906. Assist^t. to the Keeper of the Records.

tas

Assigned to M. A. Colechester Wemyss
by Deed date 25 March 1909
Woods Survey Book I p 37

File 1341.

Dated 22nd December, 1905.

Dean Forest.

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

to
Messrs E.R. Payne & Son
Limited

Lease

of waste lands at or near
Parkend and Howlers Slade
to be held in connection
with Quarrs numbered
643, 613, 650 and 164.

commencing 29 Sept. 1905

Term: 7
Expires 29 Sept. 1912.

Rent £8. 10. 0.

This Indenture made the twenty second day of December 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 Forests and Land Revenues in charge of the premises hereby demised of the second part and E.R. Payne & Son Limited whose Registered Office is at Town Chambers Newham in the County of Gloucester (hereinafter called "the lessees") of the third part Witnesseth that in consideration of the rent and covenants hereinafter reserved and contained The Edward Stafford Howard as such Commissioner as aforesaid by virtue of every power enabling him so to do Doth by these presents demise and lease unto the lessees First All that piece or parcel of land containing one acre and sixteen perches or thereabouts situate lying and being near to Parkend in Parkend or York Walk And secondly All that piece or parcel of land containing three perches or thereabouts situate lying and being at Howlers Slade

in Worcester Walk all which said premises are situate in the Forest of Dean in the County of Gloucester and are or formerly were part of the unenclosed waste land of the said Forest and are more particularly described on the plans numbered 1 and 2 respectively drawn in the margin hereof and are thereon coloured red and blue except and reserving out of this demise all mines minerals stone and substrata within or under the said land together with all rights powers and authorities incident or belonging to the said excepted premises Together with full power license and authority to the lessees at any time during the term hereby granted at their own cost to divert the course of the Lannop Brook as shown in blue on Plan No. 1. upon the said plan such

diversion

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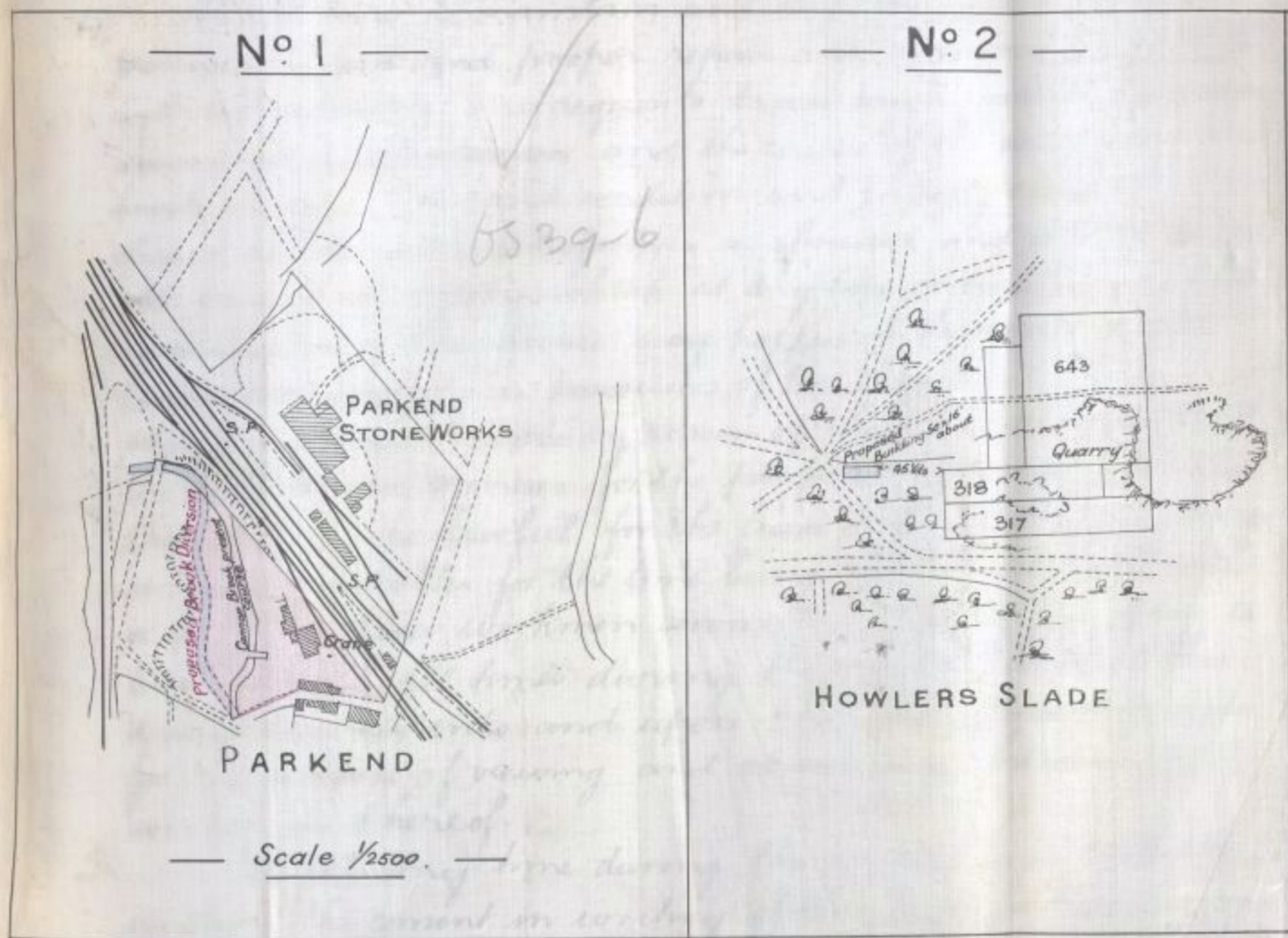
diversion to be carried out under the supervision of
 the Deputy Surveyor for the time being of the Forest and
 to the satisfaction of the lessor and to use the waters
 of the said brook for the purpose of supplying water to
 the engine and machinery erected or kept on the said
 land the lessees in exercise of the license hereby granted
 doing no act whatsoever which may in any way damage
 injure or prejudice the lands works property right or
 possessions of His Majesty His Heirs Successors or assigns
 or others having or to have lawful right to use the
 water flowing down the said Brook either before or
 after passing the said Engine To hold the said pieces
 of land licenses and premises unto the lessees subject
 nevertheless to the provisions of the Acts 1st and 2nd
 Victoria Chapter 43 and 24th and 25th Victoria
 Chapter 40 from the twenty ninth day of September
 One thousand nine hundred and five for the term
 of seven years (determinable nevertheless as hereinafter
 mentioned) to be held and used ^{so} far as regards the
 premises coloured red on Plan No: 1 in connection with
 the Quarries numbered 643, 613, 650, and 164 and ^{so}
 far as regards the premises coloured blue on Plan No. 2
 for the purpose of erecting a building to be used as
 a forge carpenter's shop and store in connection with
 quarries numbered 318 and 643 of all which said Quarries
 the lessees are the Registered Owners and for no other purpose
 whatsoever Paying therefor during the said term unto
 the Kings Majesty His Heirs and Successors the yearly
 rent of eight pounds ten shillings by equal
 half yearly payments on the twenty fifth day of
 March and the twenty ninth day of September in
 every year without any deduction or abatement what-
 soever the first of such payments to be made on the
 twenty fifth day of March One thousand nine hundred
 and six And the lessees hereby covenant with the
 Kings Majesty His Heirs and Successors in manner
 following that is to say: -

1. To pay unto the Kings Majesty His Heirs and

Successors

Successors the said yearly rent of eight pounds ten shillings on the day hereinbefore appointed for payment thereof without any deduction or abatement whatsoever.

- 2. To pay the land tax and all other taxes sewer and other rates charges assessments and imposition whatsoever which now are or at any time during the said term may be taxed assessed or imposed upon the said demised premises or any part thereof.
- 3. To forthwith well and sufficiently enclose and fence in the said land fitly hereby demised to the satisfaction of the lessor and



House building or machinery whatsoever other than and except such as is hereby authorized nor use or occupy or permit or suffer the said demised premises or any part thereof to be used or occupied otherwise than for the purposes of and in connection with the said Quarries

and

Successors the said yearly rent of eight pounds ten shillings on the day hereinbefore appointed for payment thereof without any deduction or abatement whatsoever.

2. To pay the land tax and all other taxes sewer and other rates charges assessments and impositions whatsoever which now are or at any time during the said term may be taxed assessed or imposed upon the said demised premises or any part thereof.

3. To forthwith well and sufficiently enclose and fence in the said land fitly hereby demised to the satisfaction of the lessor and during the continuance of this demise at their own costs to keep the same so well and sufficiently enclosed and fenced in as aforesaid.

4. At all times to maintain and keep the said demised premises in good and proper repair order and condition and with all necessary and requisite drains sewers watercourses and amendments whatsoever and the course of the said stream or brook in good order and condition and properly cleaned and cleared out to such satisfaction as aforesaid and to make good all damage or injury which at any time or times during the continuance of this demise may happen or be occasioned to the lands trees property or possessions of His Majesty or of any adjoining owner or owners by reason of the use or occupation of the said demised premises for the purposes aforesaid. Provided that it shall be lawful for the lessor or the said Deputy Surveyor or Deputy Gaveler for the time being of the said Forest with or by his or their workmen servants or Agents from time to time and at all times during the continuance of this demise to enter into and upon the said demised premises for the purpose of viewing and examining the state and condition thereof.

5. Not at any time during the continuance of this demise without the consent in writing of the lessor for that purpose first had and obtained to erect build or set up ^{or permit or suffer to be erected or set up} upon the said piece of land hereby demised or any part of the same any house building or machinery whatsoever other than and except such as is hereby authorized nor use or occupy or permit or suffer the said demised premises or any part thereof to be used or occupied otherwise than for the purposes of and in connection with the said Quarries

and

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and in strict conformity with the Acts 1st and 2nd Victoria Chapter 43 Section 25 and 24th and 25th Victoria Chapter 40 Section 6 and (so far as the same may be applicable thereto) the rules orders and regulations of the Deam Forest Mining Commissioners made for the working of stone quarries in the said Forest of Deam and Hundred of St. Bravelo and not to commit or suffer to be committed any waste spoil damage or injury to the said demised premises or any part thereof or to the enclosures lands trees property or possessions of His Majesty or of any adjoining owner or owners nor to do or suffer to be done any act or thing whatsoever which may be or become a nuisance annoyance or disturbance to the lessor or to the owners or occupiers of any contiguous premises.

6. At the end or other sooner determination of the said term to peaceably and quietly leave surrender and yield up unto the lessor or his or their duly authorised Agent the said demised premises in good and proper repair order and condition.

7. At their own costs within three calendar months from the respective dates thereof to cause all assignments presents or of the premises hereby demised and all Orders of Court Probates of Wills Letters of Administration and other instruments affecting the devolution of the premises or the term hereby granted to be lodged in the Office of the Commissioners of Woods in order that minutes or docketts thereof respectively may be entered and to pay the usual fees therefor.

Provided always and these presents are granted upon this express condition that the said term hereby granted shall absolutely cease and determine when the said quarries shall be relinquished or given up or cease to be worked pursuant to the rules orders and regulations of the Deam Forest Mining Commissioners made for working stone quarries within the said Forest and Hundred or the grants of

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the said quarries shall be otherwise determined. Provided also and these presents are upon this express condition that if the said rent of Eight pounds ten shillings hereby reserved or any part of the same shall be unpaid for thirty days next after either of the days of payment on which the same ought to be paid or if the Lessees do not in all things observe perform and keep all and singular the covenants provisoes conditions and restrictions herein contained and on their part to be performed and kept according to the true intent and meaning of these presents then and from thenceforth and in any of such cases the lessor may reenter and retain possession of the said demised premises as fully in all respects as if these presents had not been made and in case of any such reentry there shall be payable by the Lessees to His Majesty His Heirs and Successors in addition to any rent due a proportionate part of the accruing rent for the then current half year up to the day on which such reentry shall have been made.

And it is hereby agreed and declared that the term "lessor" herein means the King's Majesty His Heirs Successors and assigns or so long as the reversion of the demised premises is vested in the crown the Commissioners or Commissioners Gaveller or Deputy Gaveller or other the person or persons for the time being entitled by law to the management and direction thereof and that 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 Howard has hereunto set his hand and seal and the lessees have caused their common seal to be hereunto affixed the day and year first above written.

Signed 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^{ts}.

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The common Seal of E. R. Payne
and Son limited was affixed
hereto in the presence of
F. C. C. Barrett.
G. E. S. Rogers.
C. J. R. Barrett

Seal

} 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.

W. J. Green,
Assist^t to the Keeper of the Records.

18th Jan. 1906.

WJG

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~~File 898~~ 1830

Dated 2nd January, 1906.

Forest of Dean.

E. Stafford Howard, Esq.
C.B. a Commissioner of His
Majesty's Woods &c.
to
Mr. A. Rice.

Lease
of Quarry No. 699 on
surrender of Nos. 99 and
507.

Commencing 29 Sept. 1905
Term of Years 21
Expires 29 Sept. 1926.

Certain Rent £7 per ann.

Royalties as within

This Indenture made the second day of January One thousand nine hundred and six Between The King's Most Excellent Majesty of the first part Edward Stafford Howard Esquire C.B. Gaveler 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 Abraham Rice of Gloucester Quarry Proprietor and Freeholder (hereinafter called "the lessee") of the third part Whereas the lessee is the Registered Owner of the Stone Quarry No. 99 under the Award as to Quarries of the Dean Forest Naming Commissioners dated the twenty fourth day of July One thousand eight hundred and forty one made in pursuance of the Act 1st and 2nd Victoria Chapter 43 and of the Stone Quarry Numbered 507 granted to him by Indenture of lease dated the twenty fifth day of November One thousand eight hundred and ninety one and he has requested the said Edward Stafford Howard as such Gaveler and Commissioner as

aforsaid to accept on behalf of His Majesty a Surrender of the said Quarries for the purpose of taking a lease of other quarry land hereinafter mentioned Now this Indenture witnesseth that in consideration of the premises the lessee as Beneficial Owner with the consent of the said Edward Stafford Howard testified by his executing these presents Doth hereby surrender to the King's Most Excellent Majesty All those two Stone Quarries numbered respectively 99 and 507 situate at Gosty Knoll in Parkend or York Walk in the said Forest of Dean delineated on the plan to these presents and thereon edged red And this

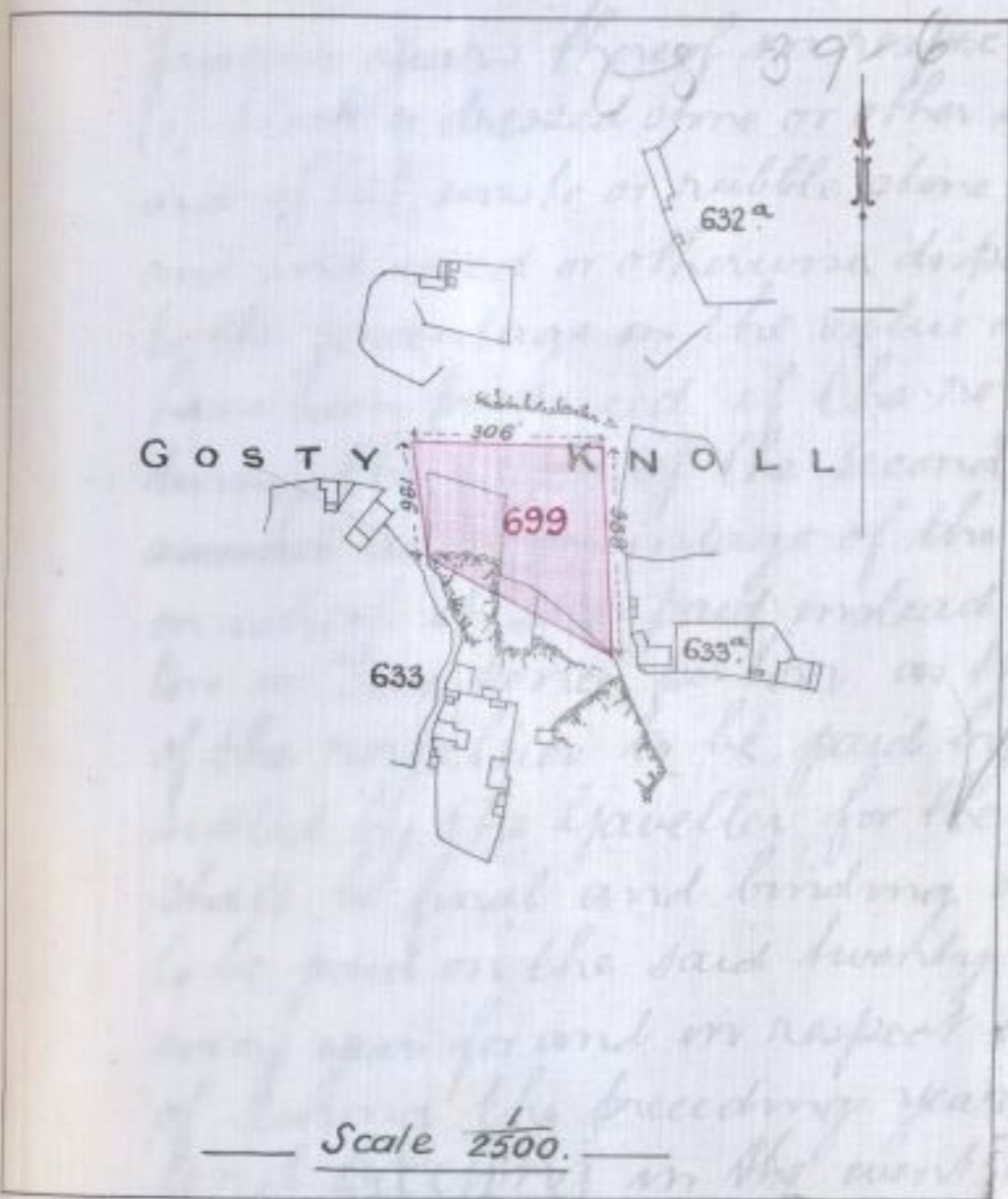
Indenture

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Indenture further witnesseth that in consideration of the aforesaid surrender and of the rent and royalties 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 within All that stone quarry situate at Gasty Knoll in Parkend or York Walk in the said Forest of Dean and bounded on the north side by quarry 491 and all other sides by open Forest and measuring on the north side three hundred and six links on the east side Three hundred and thirty eight links and on the west One hundred and ninety six links and numbered 699 in the Deputy Surveyors Quarry lease Books which quarry ground is more particularly delineated and described on the said plan 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 ~~xxxix~~ five for the term of Twenty one years Yielding and paying unto His Majesty His Heirs and Successors therefor the clear yearly rent of Seven 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



And also paying to His Majesty His Heirs and Successors during the remainder of the said term after the first seven years of each of the two classes of except waste or rubble stone gotten from the said Quarry of a royalty thereon equal to the value of such class of stone that would be paid by the lessee if the value of the stone of the class at the rate of eight pence per ton might be the assessment to be paid by the lessee as aforesaid to be paid by the lessee for the first of Dean whose decision shall be final and binding on all parties such royalties to be paid on the said twenty fourth day of September in every year for and in respect of the stone sold used or disposed of and immediately upon the receipt of the said rent for the fraction of the current year and all royalty accrued up to the day of such receipt. 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

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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
 assessed as a percentage of the 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 Gauceller 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 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

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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 said 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 following that is to say:-

1. To pay unto His Majesty His Heirs and Successors the said rent any 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 Dean Forest Mining Commissioners relating to Quarries in the said Forest made pursuant to the

Act of Parliament 1st and 2nd Victoria Chapter 43.

4. Not at any time during the said term to cultivate the said quarry hereby demised or use the same or any part thereof for any purpose whatsoever other than as a stone quarry and not to erect or make any building thereon except a cabin for sharpening or depositing therein quarrying implements which cabin shall not on any pretence or for any cause or reason be used or occupied as a dwellinghouse or for any purpose other than for sharpening and depositing therein implements necessary for working and carrying on the said quarry.
5. To fence round in a proper and substantial manner to the satisfaction of the lessor all and singular the pits and openings which shall be made or worked under or by virtue of these presents and to erect and set up within six months from the date hereof all such boundary stones at each angle of the site of the said quarry and also all such gates posts pales and other defences around or about the said quarry as shall be necessary or as shall be required by the lessor for the better defining and identifying the said quarry and for preventing cattle or other animals from trespassing thereon or injuring themselves and at all times during the said term to keep in good and substantial repair such boundary stones gates posts pales and other defences and not during the said term to fell stub cut lop or wilfully destroy spoil or damage any timber or other tree pollard sapling or young stone growing on or near the said premises or any part thereof.
6. To permit the lessor and his Agents or Servants at all seasonable 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

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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 by distress as rent hereby reserved and in arrear.

7. To search for and dig forthwith stone from the said quarry 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 excavation 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 ^{but the fact of any such notice} 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 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. Provided always and it is hereby agreed that it shall be lawful for the lessor or the

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lessee to determine the term hereby granted at the expiration of the first or other 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 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 ~~part~~ 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} 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 "fessor" herein means the King's Majesty
his Heirs Successors and assigns or so long as the reversion of the
demised premises is vested in the Crown the Commissioners or Commis-
sioners 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 and making an
entry of such deposit by the Keeper of the said Records and Inrol-
ments.

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

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

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

Signed sealed and delivered }
by the above named Abraham } Abraham Rice (L.S.)
Rice in the presence of }
F. O. Jefferies,
6 Essex Lodge, Windsor Street, Cheltenham.
Tailor

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

W. J. Green.

24th Jan: 1906. Assnt. to the Keeper of the Records.

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