

TINTERN ESTATE.

Schedule 1
File 6019.

No.

To all to whom these presents shall come EDWARD

STAFFORD HOWARD Esquire C.B. the Commissioner of Woods in

charge of the Land Revenues of the Crown in the County of Monmouth

on behalf of the King's Most Excellent Majesty SENDETH GREETING

WHEREAS the ~~messuage lands and hereditaments hereinafter more~~

particularly described and intended to be hereby conveyed are held of

His Majesty in right of His Crown by

of

~~the Cat rent of £~~ per annum AND WHEREAS the

said EDWARD STAFFORD HOWARD as such Commissioner as aforesaid

hath contracted with ~~the said~~ Henry Percival House, Prestonfield,
~~Locking Road, Weston-super-Mare, retired Barrister,~~
~~for the sale to him~~ ^{hereinafter mentioned} of the ~~said~~ premises for the sum

of £100 (One hundred pounds)

NOW KNOW YE that in consideration of the sum of £ 100 —

by the said Henry Percival House —

paid to the said EDWARD STAFFORD HOWARD as such Commissioner as

aforesaid before the execution of these presents (the receipt whereof

the said EDWARD STAFFORD HOWARD doth hereby acknowledge) the

said EDWARD STAFFORD HOWARD on behalf of His Majesty and under

the powers of the Crown Lands Acts 1829 to 1894 doth by these

presents grant and convey unto the said Henry Percival

House — and his — heirs All that
piece or parcel of land —

(L.S.)

C. Stafford Howard. ss

London. S.W.

has been deposited
in rolls and

words.

containing 4 a. 3^t. 39^p or thereabouts situate at Barbadoes Green
 in the Parish of Sintern
 in the County of Monmouth

together with the messuage erected thereon which said land and premises are delineated and coloured red on the plan on the back of these *Subject to all rights of any light water and other easements, ^{year} affecting the same and presents, save and except out of this Grant all mines minerals stone and other substrata whether of a metallic or of any other nature within under or upon the said land and premises with full power from time to time and at all times for ever hereafter to enter upon search for work use raise carry away and enjoy the same as fully and effectually to all intents and purposes as if this Grant had not been made AND ALSO save and except full power from time to time and at all times hereafter to search for work dress use raise carry away and enjoy any other mines minerals stone or substrata belonging to His Majesty and lying beyond the limits of the land and premises hereby granted through or over the same as fully and effectually to all intents and purposes as if this Grant had not been made PROVIDED NEVERTHELESS that the persons working the said mineral substances shall make reasonable compensation and satisfaction to the owners of the surface of the said land and premises for any injury which may be done to such surface and to any buildings now standing thereon the amount of such compensation to be in every case settled by the Receiver of Crown Rents whose award under his hand shall in every case be final AND ALSO save and except out of this Grant (but subject to the provisions of the Ground Game Act 1880) all Game*

*an entry thereof made or filed by me
 G. T. Hancock*

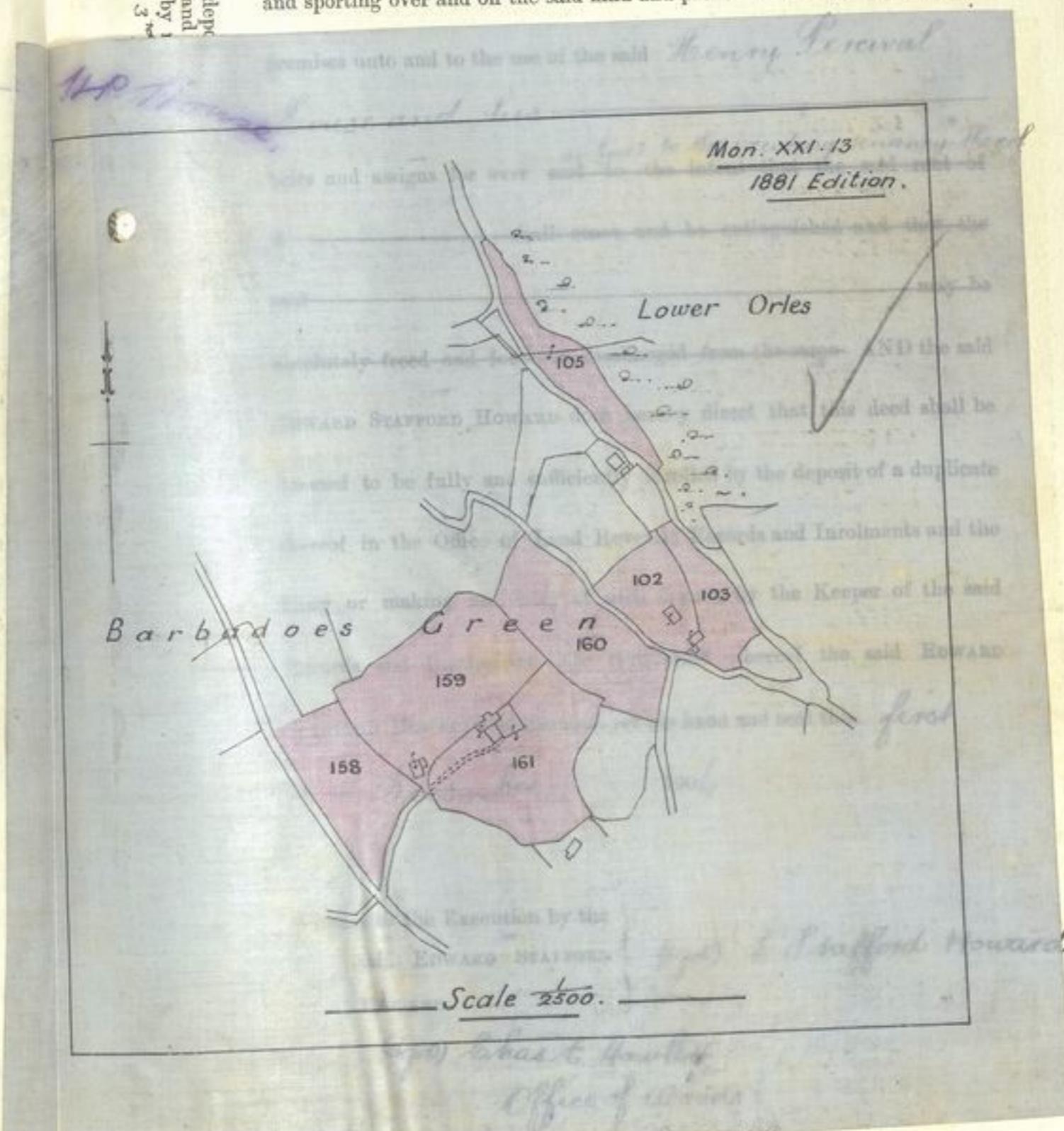
6 Dec: 1906. Assistant Keeper of the Records.

Barbadoes Green

Wild Fowl Rabbits and Fish with the exclusive right for His Majesty His
Heirs Successors and Assigns and all persons authorised by him or them
at all times to preserve the same and of hunting shooting fishing coursing
and sporting over and on the said land and premises TO HOLD the said

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comises unto and to the use of the said Henry Perceval



, Whitehall Place
London, S.W.

Approved.

Wild Fowl Rabbits and Fish with the exclusive right for His Majesty His
Heirs Successors and Assigns and all persons authorised by him or them
at all times to preserve the same and of hunting shooting fishing coursing

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and sporting over and on the said land and premises TO HOLD the said

premises unto and to the use of the said *Henry Percival*

House and his

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

~~shall cease and be extinguished and that the~~

~~said~~ ~~may be~~

~~absolutely freed and for ever discharged from the same~~ AND the said

EDWARD STAFFORD HOWARD doth hereby direct that this deed shall be
deemed to be fully and sufficiently inrolled by the deposit of a duplicate

thereof in the Office of Land Revenue Records and Inrolments and the
filing or making an entry of such deposit by the Keeper of the said

Records and Inrolments IN WITNESS whereof the said EDWARD
STAFFORD HOWARD has hereunto set his hand and seal this *first*

day of *December* 1906

Witness to the Execution by the
said EDWARD STAFFORD }
HOWARD } *(sgd) E. Stafford Howard.*

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

Approved.

Schedd 1906/7

File 1341.

Dated
9th November
1906

Dean Forest.

E. Stafford
Howard, Esq. CB.
a Commissioner
of His Majesty's
Woods &c.

to
C. R. Payne
Son, Limited

lease
of Quarry No.
599 at Wimberry

commencing

Term

Expires

Certain Rent
£2 per annum

Royalty as within
mentioned

lease transferred
to M.W. Colchester
Wemyss by Deed
dated 28 March 1909

This Indenture made the ninth day of November
One thousand nine hundred and six Between The
Kings Most Excellent Majesty of the first part
Edward Stafford Howard Esquire CB. the
commissioner of His Majestys Woods in charge of
the premises hereby demised and Gaveller of the
Royal Forest of Dean of the second part and C. R.
Payne & Son limited whose Registered Offices are
at Town Hall Chambers Newham in the County of
Gloucester (hereinafter called "the lessees") of the third
part Witnesseth that in consideration 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 lessees All
and singular the quarries beds and veins of stone
within all that stone quarry situate at Wimberry in
the Forest of Dean and bounded on the west side by
quarry 164 and on all other sides by open Forest and
numbered 599 in the Deputy Surveyor's Quarry lease
Books which quarry ground is more particularly
delineated and described on the plan annexed to these
presents and is thereon coloured red To hold the
said Quarry unto the lessees from the twenty ninth
day of September One thousand nine hundred and six
for the term of Twenty one years Paying unto
His Majesty His Heirs and Successors therefor the clear
yearly rent of Two pounds such rent and the
royalty hereinafter reserved to be paid to the Crown
Receiver for the said Forest on the twenty ninth day
of September in every year free from all deductions
(except landlords ~~for~~ Property Tax) And also
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

906/7

th day of November
Between the
the first part

of (or if such block or dressed stone or other stone shall be sold used or disposed of by admeasurement there 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 feesees 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 feesees as aforesaid to be settled by the lessor (the term "lessor" being hereinafter defined) whose decision shall be final and binding upon 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 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

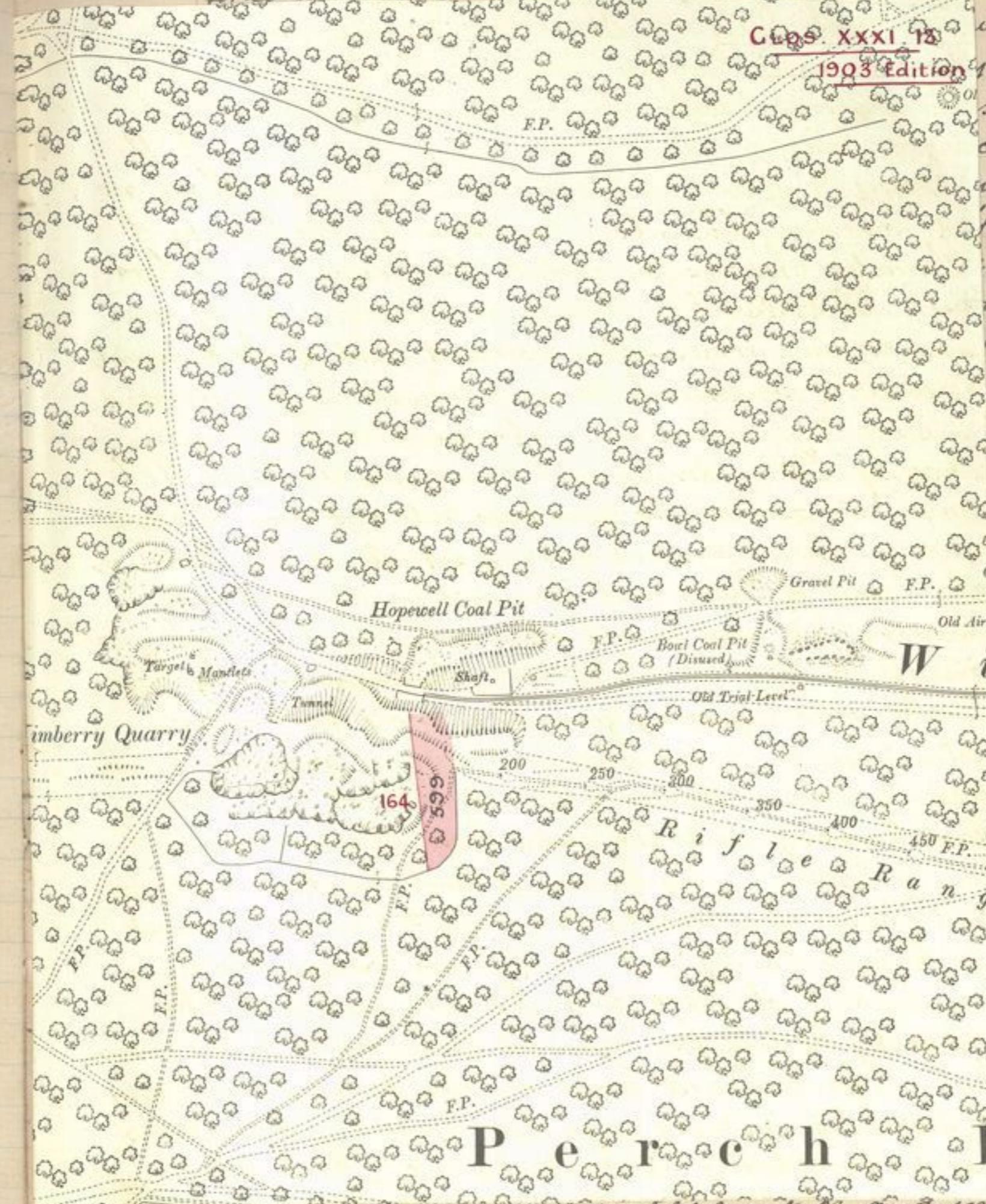
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sold used or otherwise disposed of in any one year as would be sufficient in value according to the reservation hereinbefore contained to yield a sum equal to the rent payable for such year Provided also that in the assessment of the royalty to be 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} the price either in respect of labour bestowed thereon in preparing the same for sale or in respect of carriage to any yard or works of the lessees or of any 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 lessees in the said Forest 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 said Forest at the date that the stone was so used or disposed of without allowance of any deduction whatsoever and if there shall be any dispute as to what was the general market price at such date such dispute shall be determined by the Crown's Chief Mineral Inspector for the time being whose decision shall be final and binding on all parties And the lessees hereby covenant with His Majesty His Heirs and Successors in manner following (that is to say)

- 4.
1. To pay unto His Majesty His Heirs and Successors the said rent and royalties hereby reserved at the time and in the manner hereinbefore mentioned for 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
- 5.

the

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- the said premises (except landlord's Property Tax).
3. To abide by fulfil and keep all and singular the rules and regulations set forth in the Award of the Dean Forest Mining Commissioners relating to quarries in the said Forest made pursuant to the Act of Parliament 1st and 2nd Victoria Chapter 43.
 4. Not at any time during the said term to cultivate the said Quarry hereby demised or use the same or any part thereof for any purpose whatsoever other than as a stone quarry and not to erect or make any building thereon except a cabin for sharpening or depositing therein quarrying implements which cabin shall not on any pretence or for any cause or reason be used or occupied as a dwelling-house or for any purpose other than for sharpening and depositing therein implements necessary for working and carrying on the said Quarry.
 5. To fence round in a proper and substantial manner to the satisfaction of the lessor all and singular the pits and openings which shall be made or worked under or by virtue of these presents and to erect and set up within one month from the date hereof and before commencing ^{to work} the said quarry 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 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

and carry on the said quarry in a fair workmanlike
and honest 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 lessees in working the said quarry
shall reach a depth which in the opinion of the
Grown's chief mineral Inspector may involve a risk of
letting water into any such mine or seam and
notice thereof shall be given to the lessees or left for
them upon the said quarry then the lessees will
immediately cease making any 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 lessees from
their liability in respect of any damage occasioned
as aforesaid.

7. To permit the lessor and his Agents or servants at
all reasonable times to enter and inspect the said
quarry and in case any want of fencing or repair
shall be found the lessees will upon notice thereof in
writing being given to or left on the said premises for
them substantially and properly repair fence and mend
the same accordingly within one calendar month
next after any such notice shall have been given or
left as aforesaid. And in case the lessees shall make
default in so doing it shall be lawful for the workmen
or others to be employed by the lessor to enter into the
said premises and to perform and complete the said
fencing and repairs and the lessees will on demand
pay to His Majesty His Steers 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.

- 8 To pay the lessor on demand the value as a growing crop of all wood timber or other trees growing or being upon the said land which shall be taken by the lessees or damaged ^{or} in consequence of the working and carrying on the said quarry such value to be determined by the Deputy Surveyor for the time being of the said Forest whose decision shall be conclusive and binding upon the lessees.
- 9 To keep legible books of account with correct entries of the quantities of the stone gotten from the said quarry and of the persons to or by whom and the times and prices at or for which the same shall be sold used or otherwise 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 lessees giving any explanation that may be required in relation thereto.
10. To deliver to the lessor or to His Majesty's said Receiver within ten days next after the twenty ninth day of September in each year and at such times during the said term as the lessor shall in writing require the same and also within ten days after the expiration or sooner determination of the said term a correct and legible account in writing 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 otherwise disposed of or if the circumstances shall so require a statement that none of the stone hereby demised has during the preceding year or such other time as aforesaid been gotten and sold used or otherwise disposed of every such account being if required first verified by a Statutory Declaration by the lessees ^{or} their

chief or only Agent for the time being And within the same periods and at such other time as aforesaid to deliver if required to the lessor a correct plan and measurement signed by the lessees or their chief or only Agent of the actual area of the lands from which the said stone shall have been gotten as aforesaid and of the workings and cuttings of and in the said quarry distinctly showing the course and extent thereof and also to keep a like plan and measurement at the quarry or works or at the office belonging thereto and permit the lessor and his Agent at all times to inspect the same.

11. Not at any time to assign underlet or otherwise part with the demised premises or any part thereof for the whole or any part of the term hereby granted without the consent in writing ^{of the lessor} for that purpose first had and obtained.
12. At the end or sooner determination of the said term hereby granted to yield and deliver up to the lessor the quiet and peaceable possession of the quarry in such order and condition as shall be satisfactory to the lessor.
13. Provided always and it is hereby agreed that it shall be lawful for the lessor or the lessees to determine the term hereby granted at the expiration of the first or any subsequent year thereof on giving notice in writing of such purpose to the other of them at least six calendar months before the expiration of such first or other subsequent year of the said term and if such notice shall proceed from the lessor the same may be delivered or sent by post to the lessees at their Registered Office or at the usual or last known place of business and if the said notice shall proceed from the lessees the same may be sent by post to or left at the Office in London for the time being of the Commissioners of Woods.
14. Provided always that if the rent or royalty hereby reserved or any part thereof shall be in arrear

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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 Dear Forest Mining Commissioners hereinbefore men-
tioned which on the part of the lessees are or ought to be
observed or performed or if the lessees or any company being
assignees of these presents shall be wound up except for
purposes of reconstruction or if a Receiver in Bankruptcy
of the Estate of any Assignee 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 lessees shall either voluntarily or
involuntarily do or suffer any act or thing whereby or in
consequence whereof their interest in the premises hereby
demised shall without such consent as aforesaid become
vested in any person whomsoever except by bequest or by
representation then and in any of such cases it shall
be lawful for the lessor into and upon the said demised
premises or any part thereof in the name of the whole to
reenter and the same premises to have again as in
his former estate and in case of any such reentry there
shall be payable by the lessees to the King's Majesty His
Heirs and successors in addition to any rent or royalty
then due a proportionate part of the accruing rent
and royalty for the then current year up to the day on
which such reentry shall have been made.

15. Provided lastly and it is hereby agreed
and declared that the term "lessor" herein means
the King's Majesty His Heirs Successors and Assigns or so
long as the reversion of the demised premises is vested in the
brown 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 "lessees" shall include their assigns
and the executors administrators and assigns of any
assignee.
16. And the said Edward Stafford Howard doth hereby direct
that this Deed shall be deemed to be fully and sufficiently

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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 the 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 C Howlett.

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

E. Stafford Howard Q.D.

The common seal of E.R. Payne
and Son limited was hereunto
affixed in the presence of }

F. G. L. Barnett.
G. E. B. Rogers.
C. F. R. Barnett.

l.s
Directors.
Secretary.

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

S. J. Hancock

13th December 1906. Assistant Keeper of the Records.

S.J.

Schedule 9 of - 7

Transferred by Deed dated
31st December 1906, to C. R. Ayre
Gov. of Newham
Transferred to Mr. W. Colchester Wompo
by Deed dated 25/3/09.

File H.H. 1341

Dated 9th November, 1906.

Dean Forest.

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

to
Mr. Arthur Brown.

lease
of Quarry No. 698.

commencing 29th September 1906.

Term . . .

Expires 29th September 1927.

Certain rent £4 per annum

Royalty as herein mentioned.

This Indenture made the ninth day of November One thousand nine hundred and six Between 'The King's Most Excellent Majesty of the first part Edward Stafford Howard Esquire C.B. the Commissioner of His Majesty's Woods in charge of the premises hereby demised and Gaveller of the Royal Forest of Dean of the second part and Arthur Brown of the Firs Bakers Hill Coleford in the County of Gloucester Freemaner (hereinafter called "the lessee") of the third part Witnesseth that in consideration 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 of stone within All that stone quarry situate at Bichead in the Forest of Dean and bounded on the South East side by Quarry 645 on the North

West side by Quarry 127 and on all other sides by open Forest and numbered 698 in the Deputy Surveyor's Quarry Lease Books which quarry ground is more particularly delineated and described on the Plan annexed to 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 six for the term of Twenty one years paying unto his Majesty His Heirs and Successors therefor the clear yearly rent of Four Pounds such rent and the royalty hereinafter reserved to be paid to the Crown Receiver for the said ~~one~~ on the twenty ninth day of September in every year free from all deductions (except landlords Property Tax) And also paying to His Majesty His Heirs and

Successors

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 lessor (the term "lessor" being hereinafter defined) whose decision shall be final and binding on all parties such royalties to be paid on the said twenty ninth day

of



years of the said
of two thousand
upon all block
waste or rubble

of September in every year for and in respect of the stone sold
used or disposed of during the preceding year and also
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 otherwise
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
present 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
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 said Forest
at the date that the stone was so used or disposed of
without allowance of any deduction whatsoever and if
there shall be any dispute as to what was the general
market price at such date such dispute shall be
determined by the Crown's Chief Mineral Inspector for
the time being whose decision shall be final and binding
on all parties And the lessee hereby covenants with
His Majesty His Heirs and Successors in manner
following (that is to say):-

1. To pay unto His Majesty His Heirs and Successors

a sum even
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years of the said
Two thousand
upon all block
or waste or rubble
used or otherwise
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of September in every year for and in respect of the stone sold
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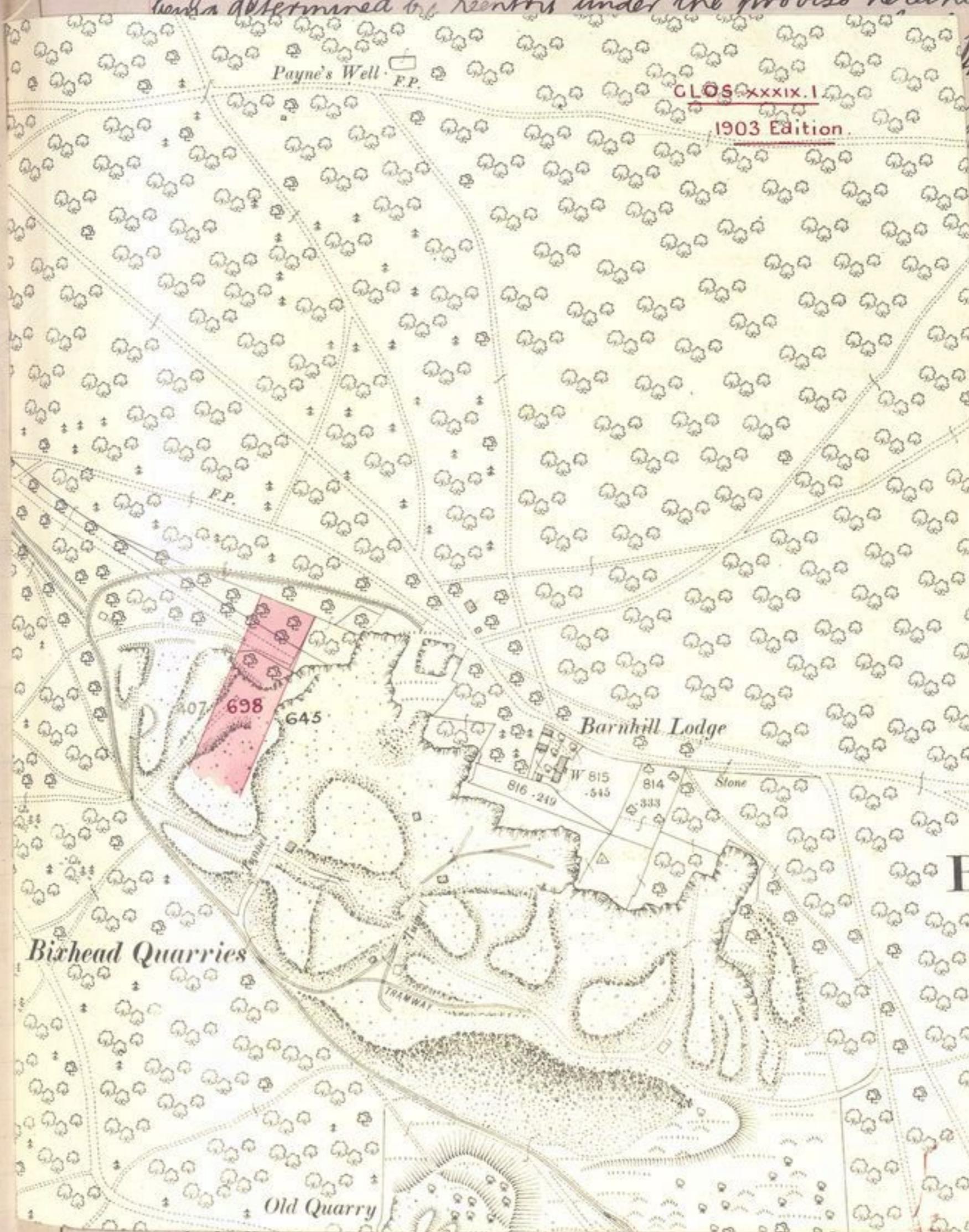
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1. following stipulations no way
To pay unto His Majesty His Heirs and Successors

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the said rent and royalties hereby reserved at the time and in the manner hereinbefore mentioned for payment thereof without any deduction or abatement whatsoever (except as aforesaid).

2. To bear pay and discharge all and all manner of present and future taxes rates charges assessments impositions and outgoings of what nature or kind soever in respect of the said premises (except landlords Property Tax).
3. To abide by fulfil and keep all and singular the rules and regulations set forth in the Award of the Dean Forest Mining Commissioners relating to Quarries in the said Forest made pursuant to the Act of Parliament 1st and 2nd Victoria Chapter 13.
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 one month from the date hereof and before commencing to work the said quarry all such boundary stones at each angle of the site of the said quarry and also all such gates posts rails 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

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at all times during the said term to keep in good and substantial repair such boundary stones gates posts pale and other defences and not during the said term to fell stub cut lop or wilfully destroy spoil or damage any timber or other tree pollard sapling or young store growing on or near the said premises or any part thereof.

6. To search for and dig forthwith stone from the said quarry and with a sufficient number of good and able bodied quarrymen and workmen to work manage and carry on the said quarry in a fair workmanlike and proper manner to the satisfaction of the lessor and not at any time to commit or suffer within the said quarry any wilful or negligent act whereby the mines and seams of coal and iron thereunder or thereto adjacent and not comprised in this demise may be damaged by or overcharged with water or whereby the working of any such mines or seams may be impeded or prevented and if at any time any excavations or borings made by the lessee in working the said quarry shall reach a depth which in the opinion of the Crown's Chief Mineral Inspector may involve a risk of letting water into any such mine or seam and notice thereof shall be given to the lessee or left for him upon the said quarry then the lessee will immediately cease making any further excavation or boring in such place or places as may be specified in such notice but the fact of any such notice being given or not shall not exonerate the lessee from his liability in respect of any damage occasioned as aforesaid.
7. 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

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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.

8. To pay the lessor on demand the value as a growing crop of all wood timber or other trees growing or being upon the said land which shall be taken by the lessee or damaged by or in consequence of the working and carrying on the said quarry such value to be determined by the Deputy Surveyor for the time being of the said Forest whose decision shall be conclusive and binding upon the lessee.

9. To keep legible books of account with correct entries of the quantities of the stone gotten from the said quarry and of the persons to or by whom and the times and prices at or for which the same shall be sold used or otherwise 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 Majestys Agent for the time being and permit him to take extracts therefrom or copies thereof the lessee giving any explanations that may be required in relation thereto.

10. To deliver to the lessor or to His Majestys 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

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 otherwise 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 times 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.

11. Not at any time to assign underlet or otherwise part with the demised premises or any part thereof for the whole or any part of the term hereby granted without the consent in writing of the lessor for that purpose first had and obtained.
12. At the end or sooner determination of the said term hereby granted to yield and deliver up to the lessor the quiet and peaceable possession of the quarry in such order and condition as shall be satisfactory to the lessor.
13. Provided always and it is hereby agreed that it shall be lawful for the lessor or the lessee to determine the term hereby granted at the expiration of the first or any subsequent year thereof on giving notice in writing of such purpose to the other of them at least six calendar months before the expiration

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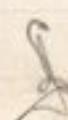
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of such first or other subsequent year of the said term
and if such notice shall proceed from the lessor the
same may be delivered or sent by post to the lessee at
his usual or last known place of residence or business
and if the said notice shall 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.

16.

14. 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 regulation
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
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.



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15. Provided lastly and it is hereby agreed and declared that the term "lessor" herein means the King's Majesty His Heirs Successors and Assigns or so long as the reversion of the demised premises is vested in the Crown the Commissioner or Commissioners of Woods or other the person or persons for the time being entitled by law to the management and direction thereof and that the term "lessee" shall include his executors administrators and assigns.

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

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

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

Office of Woods.
Whitehall Place. London SW.

Signed sealed and delivered
by the above named Arthur }
Brown in the presence of }
Martin Brown.
Dule End, Mr. Coleford. Glo.
Mason.

Arthur Brown. (A)

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

W. Hancock

13th Decr. 1906.

Assist. Keeper of the Records.

189

Copy.
NEW FOREST.

Articles of Agreement made the
 of day of December One thousand
 nine hundred and 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
*John Strange, of Lyndhurst, in the
 County of Southampton, Butcher*
 (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 or parcel of land with
 the appurtenances situate in the Parish of
 Lyndhurst in the County of Southampton
 containing 2 ac. 37. 18 p. or thereabouts, bounded
 on the North by property belonging to the
 Crown, on the south by property belonging
 to the Winchester Brewery Company, on
 the east and on other part of the South
 by property belonging to the Crown, and
 on the west by property belonging to
 various persons, which said piece or parcel
 of land is more particularly delineated on
 the map or plan drawn ^{at cost of £10/10/-} on the back hereof
 and thereon coloured pink — lately in the

occupation of
 together with the fixtures therein TO HOLD the same hereditaments
~~his executors, administrators and assigns~~
 to the said tenant from the fifth day of October 1906

as tenant from year to year (the tenancy being however determinable as after mentioned) at the yearly rent of £14-10-0
 to be paid to *The Deputy Surveyor of New 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 5th _____ day of July _____
 and the 5th _____ day of October _____ in every year
 the first Quarterly payment to be due on the 5th _____
 day of January, 1907. AND the said tenant hereby agrees that he will pay to the King's Majesty the said yearly rent of £14-10-0 _____ 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 keep the said premises and any fences and gates thereon in good repair and condition and will not do or suffer any waste or 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 properly glazed and mended and will on the determination of the tenancy hereby created deliver up the said premises in good repair and condition 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

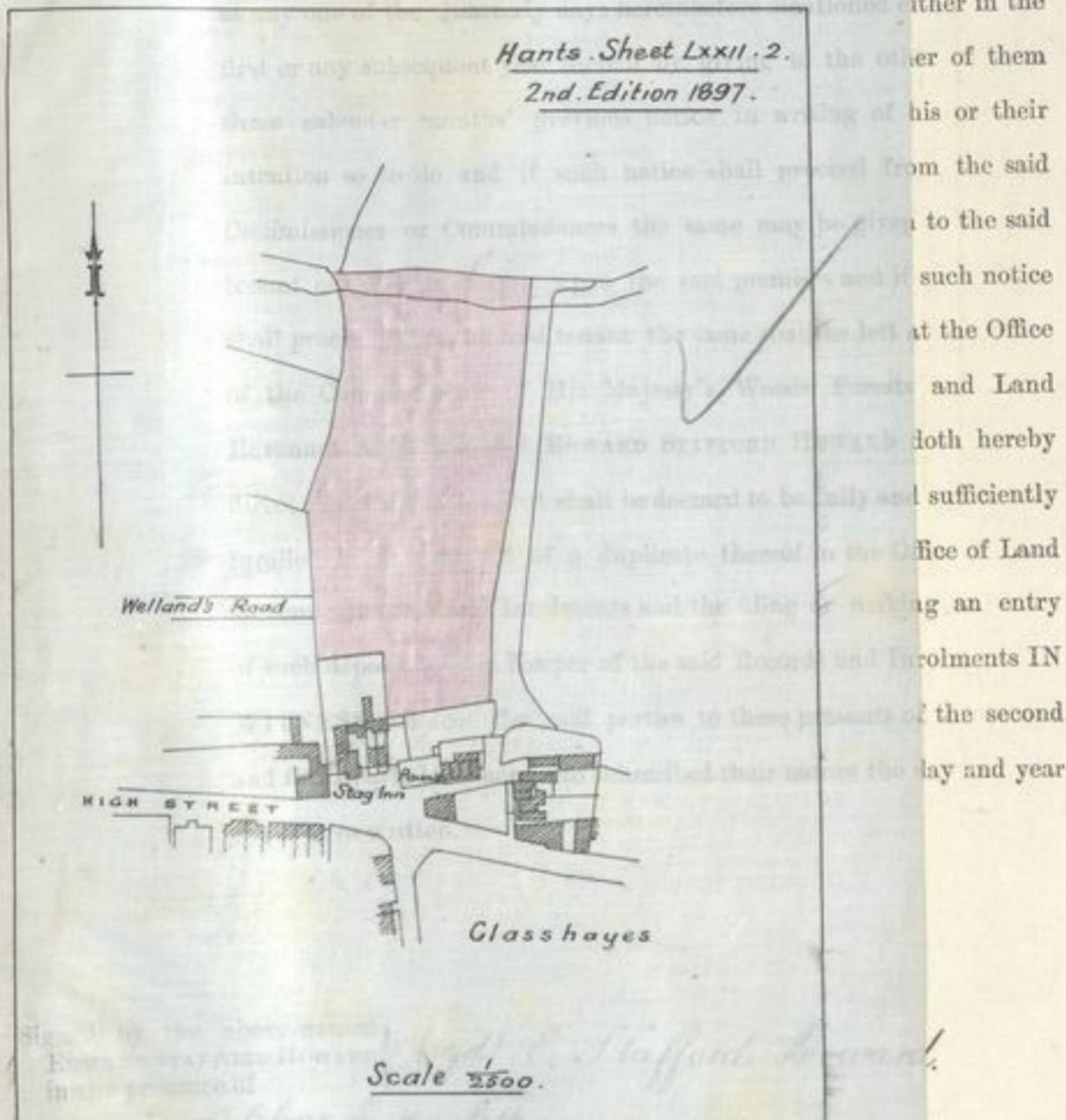
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appoint AND will permit the said Commissioner or Commissioners or his or their Agent at any time or times during the said tenancy to enter into and inspect the state and condition of the said premises and to execute any works thereon or to place thereon any notice AND IT IS HEREBY AGREED that it shall be lawful for the said Commissioner or Commissioners or the said tenant to determine his tenancy



Signed by the above-named
 John Strange } (sgd) John Strange.
 in the presence of
 (sgd) Frances Strange, High St.
 Lyndhurst. Lyndhurst.
 Inrolled
 12/12/06

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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 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.

by the above-named
ARD STAFFORD HOWARD } (sgd) E. Stafford Howard.
e presence of

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

Signed by the above-named
John Strange } (sgd) John Strange.
in the presence of
(sgd) Frances Strange,
Lyndhurst.

High St.
Lyndhurst.
Inrolled
12/12/06

NEW 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

Rent £ _____ per Annum.

Copy.

TINTERN ESTATE.

Agreement made the *8th* day of December, One thousand nine hundred and *six* Between the KING'S MOST EXCELLENT MAJESTY of the first part EDWARD STAFFORD HOWARD Esquire C.B. a Commissioner of Woods (hereinafter called the said Commissioner which term shall also include the Commissioner of Woods for the time being) of the second part and *Charles Jones of Old Furnace, Tintern, Bootmaker* (hereinafter called "the Tenant") of the third part

WHEREBY the said Commissioner agrees to let to the Tenant who agrees to take as tenant of His Majesty ALL THAT Semi-detached Cottage and garden ground being Nos. on the Ordnance Survey situate in the Parish of Chapel Hill and County of Monmouth and containing thirty two perches or thereabouts

Together with the appurtenances which premises are coloured red on the plan annexed hereto Except and reserving to His Majesty all rights of sporting and all timber and other trees and all mines and minerals with free access to cut work and carry away the same TO HOLD the said premises to the Tenant from the *29th* day of September, 1905, as Tenant from year to year (determinable as hereinafter mentioned) at the yearly rent of *Seven pounds ten shillings* to be paid to the Crown Receiver for Tintern free from all deductions whatsoever (except Landlord's property tax and Tithe Rent charge) by equal *half yearly* payments on the *29th* day of September ^{the 24th day of June}, and the *25th* day of March and *25th* day of December in every year the first *half yearly* payment to be due on the *25th* day of December 1905. And the last payment to be made in advance one Calendar month before the expiration of the tenancy AND the Tenant hereby agrees with the King's Majesty His Heirs and Successors

1. To pay to the King's Majesty the said yearly rent of *Seven pounds ten shillings* on the days and in the manner aforesaid.

Dated

NEW FOREST.

190

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

STATUTE OF VICTORIA

- 6 Jan
2. To pay the land tax sewer rates and all other rates taxes assessments and outgoings whatsoever (except as aforesaid) now or hereafter to be imposed in respect of the said premises Together with a proportionate part thereof for the period which shall elapse between the half yearly day of payment next preceding the expiration of the said tenancy and the day on which the same shall expire.
 3. To keep the gates fences ditches and drains on the said premises in good repair and condition and not to do or suffer to be done any waste or damage to the said premises and at all times well and properly to manage and cultivate the said land and keep and leave the same clean and in good heart and condition and also to keep the inside of the said premises in good repair and condition and the windows properly glazed and mended and on the determination of the tenancy hereby created to deliver up the said premises in such good repair and condition as aforesaid to the said Commissioner.
 4. Not to assign underlet or part with the possession of the said premises or any part thereof without the previous consent in writing of the said Commissioner.
 5. To permit the said Commissioner or his Agent at any time or times during the said tenancy to enter into and inspect the state and condition of the said premises and to execute any works thereon or to place thereon any notice.
 6. And it is hereby further agreed that six months' notice to quit served on or before the ^{one of the aforementioned days} day of the to terminate on the quarter day ~~and~~ ^{next following}, in any year may be given by the said Commissioner or by the Tenant and if such notice shall proceed from the said Commissioner the same may be given to or left for the Tenant on the said premises or sent to him by registered post and if such notice shall proceed from the Tenant the same shall be sent by registered post to or left either at the Office in London or at the Local Office of the said Commissioner.
 7. And it is hereby further agreed that the said Commissioner shall have a right of re-entry on non-payment of the rent for 21 days whether legally demanded or not or on breach or non-observance of any of the Tenant's agreements.

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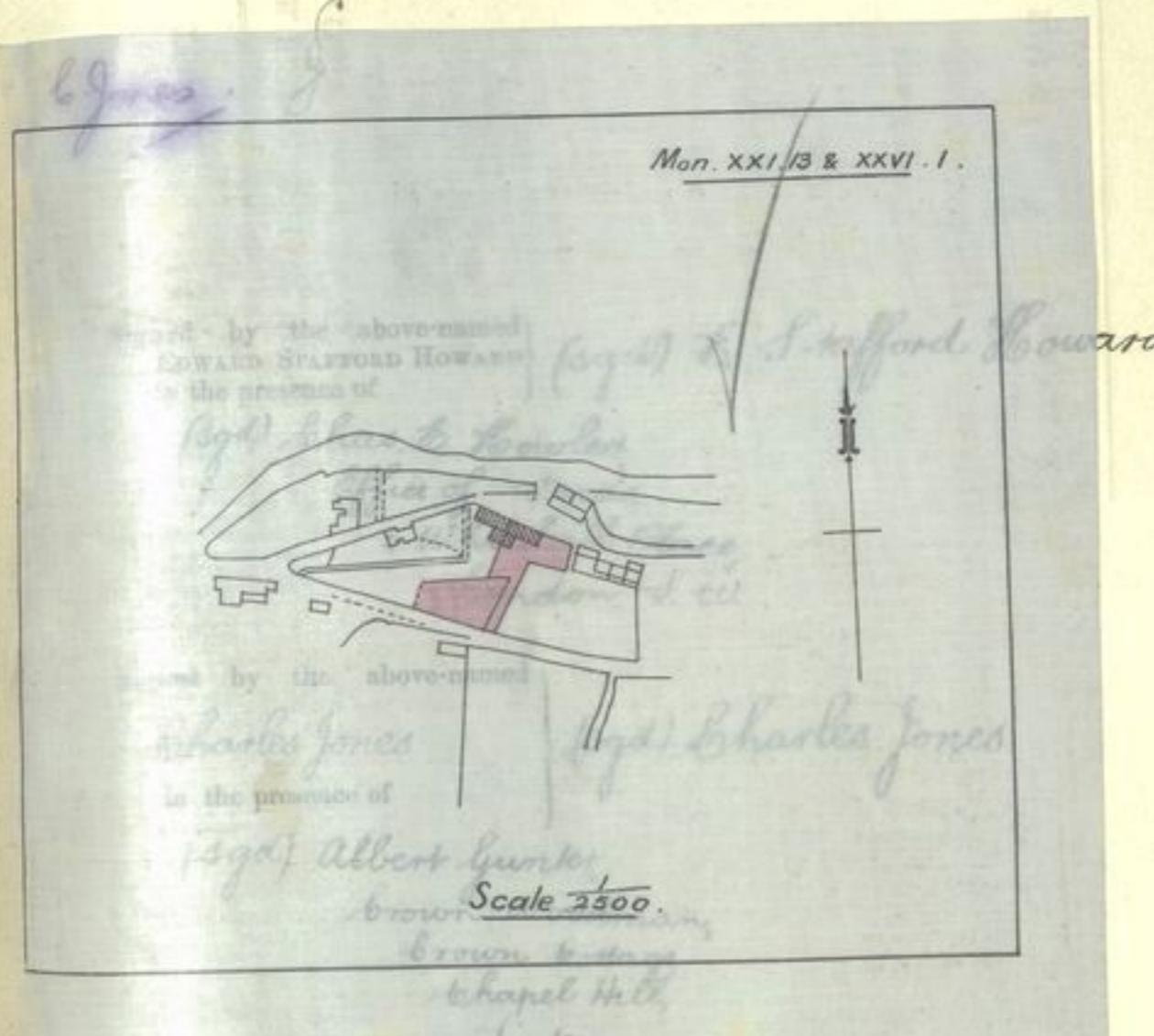
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AND the said Commissioner doth hereby direct that this Agreement
shall be deemed to be fully and sufficiently inrolled by the deposit
of a duplicate thereof in the Office of Land Revenue Records and
Inrolments and the filing or making an entry of such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



Inrolled

13/12/06.

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

Signed by the above-named
 EDWARD STAFFORD HOWARD } (sgd) E. Stafford Howard
 in the presence of

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

Signed by the above-named
 Charles Jones | (sgd) Charles Jones
 in the presence of
 (sgd) Albert Gunter,
 Crown Woodman,
 Crown Cottage,
 Chapel Hill,
 Linton.

Inrolled
 13/12/06.

TINTERN ESTATE.

Dated 190.

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

&c.,

AND

AGREEMENT for letting

on a Yearly Tenancy from the

Rent £ per Annum.

TINTERN ESTATE.

Dated

190 .

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

AND