

Dean Forest. F. 104.  
File 1365.

Office of Woods. &  
16<sup>th</sup> January 1907.

Easements.

Sir.

Dean Forest.

Easements. Pathway at Brierley.  
Mr. Daniel Mills.

Daniel Mills.

Permission to make and maintain a pathway not exceeding 5 feet in width at Brierley near Quatdean. The Deputy Surveyor of the Forest of Dean has reported to this office your application for permission to make and maintain a pathway not exceeding 5 feet in width at Brierley near Quatdean. In reply I am directed by Mr. Stafford Howard to state that he is willing to give you permission to make and during the pleasure of this Department to maintain the said pathway in the position shown by red colour on the enclosed tracing upon the terms and conditions following, viz:-

16<sup>th</sup> Jan. 1907.

Acknowledgment  
1/- per ann.

1. An acknowledgment of 1/- per annum is to be paid to the Deputy Surveyor in advance on the 5<sup>th</sup> January in each future year during the continuance of this permission, the first payment in respect of the year to 5<sup>th</sup> January 1908 to be made on the acceptance of this offer.

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

3. This permission, if granted, would be personal to yourself and would not attach to the premises served thereby.

No transfer would be recognised unless previously sanctioned in writing by this Department. If this offer is accepted I am to request that you will remit the sum of 1/- to Philip Baylis, Esq, Whitewoad Park, Coleford and return to this Office the enclosed letter signed and dated.

I am, Sir,  
(Sd.) Chas. E. Howlett.

Mr. Daniel Mills

D. Mills

From Cole

Dean  
File  
Easem

Coleford

From

F. 107.

Brierley,  
N. Ruardeman,  
1907.Dean Forest.  
File F. 1365.

Sir,

I beg to accept the offer contained in your letter of the 16<sup>th</sup> January 1907 of permission to make and maintain during the pleasure of your Department a pathway not exceeding 5 feet at Brierley as shown on the plan that accompanied your letter and I agree to pay the acknowledgment and to observe the conditions therein specified.

I am so.  
(d) W. Mills.

E. Stafford Howard. Esq. CB.

F. 105.

Office of Woods K.  
16<sup>th</sup> January 1907.Dean Forest.  
File 944<sup>4</sup>  
Easements.

Sir,

Dean Forest.  
File 944<sup>4</sup>.

Woleford Red Ash  
Colliery Co. Ltd.  
Permission  
to erect, use, and  
maintain an  
office & weighbridge  
on waste of the  
Forest near Cannop  
Foundry.

16 Jan; 1907.

Acknowledgment  
£1. p. a.

The Deputy Surveyor has forwarded to this Office your application on behalf of the Woleford Red Ash Colliery Co. Ltd. for permission to erect an office and weighbridge on the waste of the Forest near Cannop Foundry in the position shown by red colour on the enclosed tracing. In reply I am directed by Mr. Stafford Howard to inform you that he is willing to grant you permission to erect the said Office and weighbridge - the land to be so occupied not to exceed 15 feet by 12 feet and 3 feet back from the edge of the road - and during the pleasure of this Department to use and maintain the same upon the following terms and conditions, viz:-

1. An acknowledgment of 20/- is to be paid hereafter

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Office of Woods &  
16<sup>th</sup> January 1907.

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a pathway not  
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by Mr. Stafford  
to give you  
the pleasure of  
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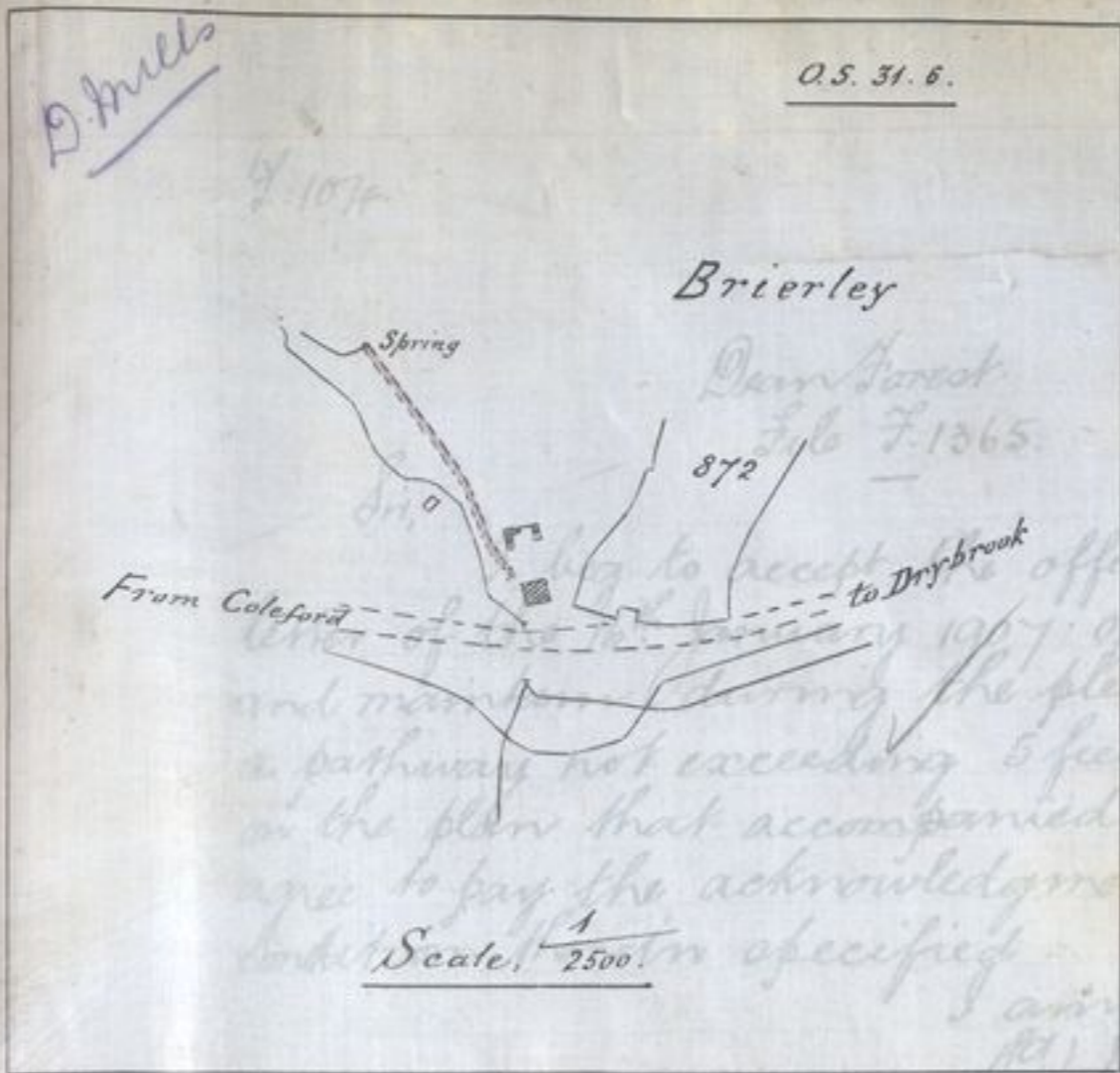
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Mr. Es. Whitbread  
the enclosed

16<sup>th</sup>.



Brierley  
Mr. Ruardearn,  
1907.

to accept the offer contained in your  
permission to make  
of your Department  
at Brierley as shown  
your letter and I  
and to observe the  
conditions specified.

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Mr. Ruardearn,  
Mills.

Mr. Stafford Howard, Esq.

Dean Forest.  
File 944<sup>4</sup>  
Easements to  
Coleford Red Ash

£.105.  
Sir,

Office of Woods &  
16<sup>th</sup> January 1907.

Coleford Red Ash  
this Office your application on behalf of the  
Coleford Red Ash Co. Ltd. for permission  
to erect an office and weighbridge on the  
waste of the Forest near Cannop Foundry in  
the position shown by red colour on the  
enclosed tracing.

Dean Forest.  
File 944<sup>4</sup>

The Deputy Surveyor has forwarded to  
this Office your application on behalf of the  
Coleford Red Ash Co. Ltd. for permission  
to erect an office and weighbridge on the  
waste of the Forest near Cannop Foundry in  
the position shown by red colour on the  
enclosed tracing.

In reply I am directed  
to inform you that  
your permission to erect  
the said office and weighbridge - the land  
to be occupied is to exceed 15 feet by 12 feet  
and 3 feet back from the edge of the road -  
and during the pleasure of this Department  
to use and maintain the same upon the  
following terms and conditions, viz:-  
Subsequent of 20/- to be paid hereafter



16<sup>th</sup>

in advance on the 5<sup>th</sup> January in each future year during the continuance of this permission the first payment in respect of the year ending 5<sup>th</sup> January 1908 to be made to the Deputy Surveyor on the acceptance of this offer.

2. You are to keep the surroundings of the office and weighbridge in a clean and tidy condition to the satisfaction of the Deputy Surveyor.
3. On the determination of this permission and the removal of the office and weighbridge you are to restore the ground to the like satisfaction.

If you desire to accept these terms you will be good enough to return the enclosed letter signed and dated and pay the sum of £1 to the Deputy Surveyor.

I am etc.  
(Sd) Chas. E. Howlett.

George Smith, Esq.  
Manager  
The Boleford Red Ash Colliery Co. Ltd.

F. 103.

Red Ash Colliery,  
M. Boleford,  
Glos.

Sir,

12<sup>th</sup> February, 1907

On behalf of the Red Ash Colliery Company Ltd. I beg to accept the offer dated 16<sup>th</sup> January 1907 of permission to erect use and maintain and office and weighbridge on a piece of land shown by red colour on the tracing which accompanied your letter, and I agree, on behalf foreauid, to pay the acknowledgment and to observe the conditions therein specified.

I am etc.  
(Sd) For the Boleford Red Ash Colliery Co. Ltd.  
George E. Smith - Manager.

E. Stafford Howard, Esq. CB.  
Office of Woods.

12

Dean Forest

File 1407

Telephones

National Telephone Co. Ltd.

Commission  
to erect ten  
telephone poles  
brown sand  
between Darke  
and Bream



Dean Forest.

File 1407.

Telephones.

National Telephone  
Co. Ltd.Permission  
to erect ten  
telephone poles on  
brown land  
between Parkend  
and Dream.21<sup>st</sup> Jan: 1907.Acknowledgment  
10/- p.a.F. 215  
File 1407.  
Sir,Office of Woods,  
21<sup>st</sup> Jan: 1907.Dear Forest.  
Telephones.

With reference to your application of the 10<sup>th</sup> instant to Mr. Philip Baylis for permission for the National Telephone Co. Ltd. to erect 10 poles on brown land between Parkend and Dream I am directed by Mr. Stafford Howard to inform you that he is willing to give the Company permission to erect the poles in question in the positions shown on the plan which accompanied your above-mentioned letter upon the following terms and conditions namely, viz:-

1. The permission is to be during the pleasure of this Department and is to be subject to termination at any time by giving three months notice.

2. An acknowledgment of 10/- per annum is to be paid in advance to the Deputy Surveyor of Dean Forest on the 10<sup>th</sup> October in each future year during the continuance of this permission, the first payment in respect of the period to 10<sup>th</sup> October next to be made on the acceptance of this offer.

If this offer is accepted I am to request that you will remit the sum of 10/- to Mr. Philip Baylis, Whitcomb Park, Coleford, Gloucester, and acknowledge the receipt of this letter.

D. B. Fulton, Esq.  
District Manager,  
National Telephone Co. Ltd.

I am, &c.  
(Sd) Chas. E. Howlett.

9. Berkeley Street  
Gloucester.

Jan: 21<sup>st</sup> 1907.

Dear Sir,

File F. 1407  
Dear Forest Telephones.

I am obliged for yours of the 21<sup>st</sup> inst granting

Dean Forest.

File 1407.

Telephones.

National Telephone Co. Ltd.

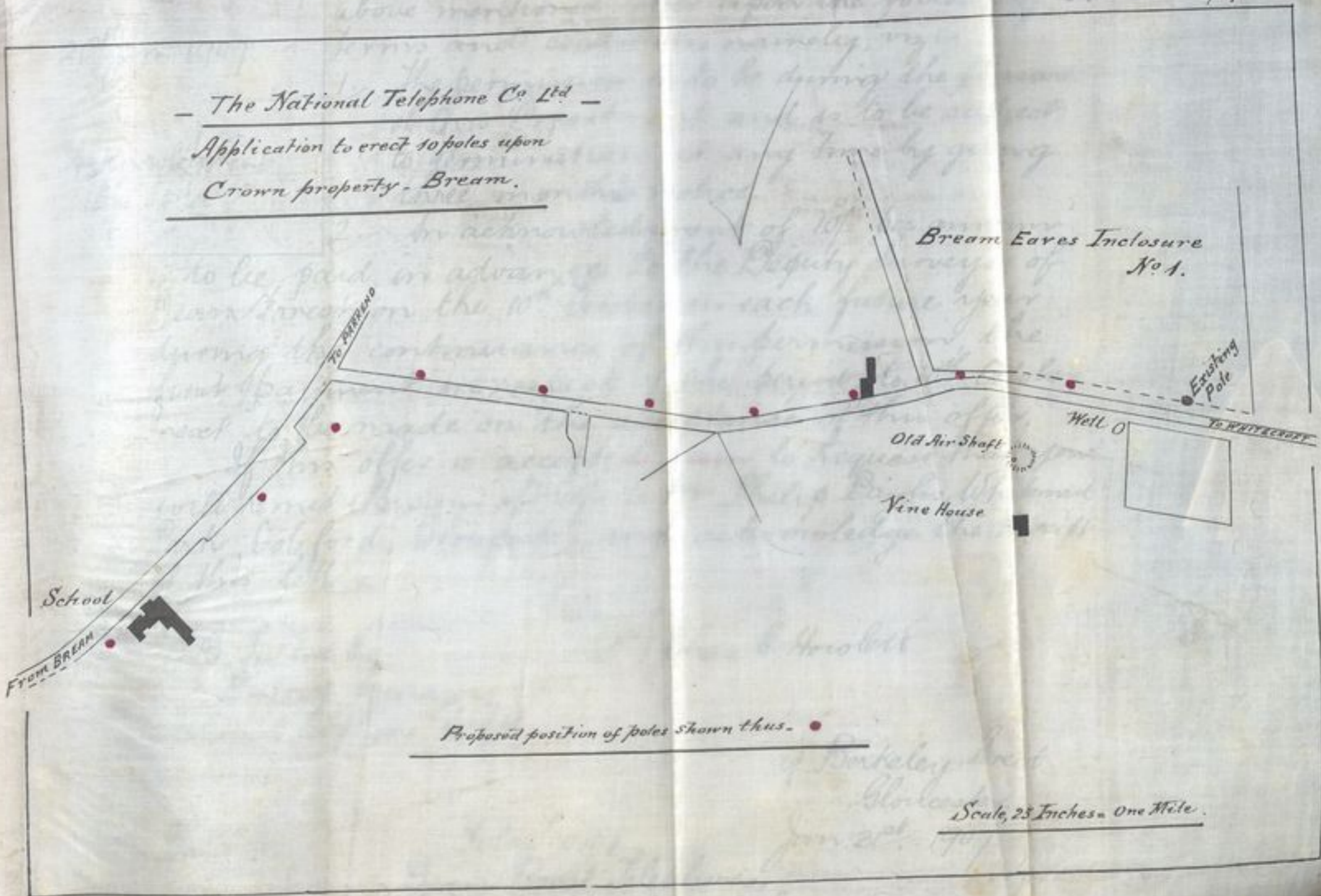
Permission to erect ten telephone poles on brown land between Parkend and Bream.

F. 215  
File 1407.  
Sir,

Dean Forest.  
Telephones.

With reference to your application of the 10<sup>th</sup> instant to Mr. Philip Baylis for permission for the National Telephone Co. Ltd. to erect 10 poles on brown land between Parkend and Bream I am directed by Mr. Stafford Howard to inform you that he is willing to give the company permission to erect the poles in question in the positions shown on the plan which accompanied your

Office of Woods,  
21<sup>st</sup> Jan: 1907.



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permission to erect 10 poles on brown land between Parkend and Bream. Cheque for 10/- has been forwarded to Mr. Philip Baylis, Whitmead Park.

Yours faithfully,  
(Sd.) D. B. Hulston.

District Manager.

E. Stafford Howard, Esq., C.B.

New Forest.  
Easements.

F. 321.

Sir,

Office of Woods, &c.  
1st February, 1907.

Henry Holley.

New Forest.

File 4324.

Easements. Posts - Lyndhurst.

Permission to erect a set of small posts with chains opposite his house in High Street, Lyndhurst.

The Deputy Surveyor of the New Forest has forwarded to this Office your application for permission to erect a set of small posts with chains in front of your house in High Street, Lyndhurst. In reply I am directed by Mr. Stafford Howard to state that he is willing to give you permission to erect and during the pleasure of this Department to maintain the said posts and chains in the position shown by red colour on the enclosed tracing upon the terms and conditions following viz:-

1st February 1907.

Acknowledgment  
1/2 per annum.

1. An acknowledgment of 1/2 per annum is to be paid to the Deputy Surveyor in advance on the 5th January in each future year during the continuance of this permission, the first payment in respect of the year to 5th January 1908 to be made on the acceptance of this offer.

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

If this offer is accepted I am to request that you will remit the sum of 1/2 to the Hon. G. H. Pascelle, The King's House, Lyndhurst and return to this Office the enclosed letter signed and dated.

I am, &c.

(Sd.) Chas. E. Howlett.

Mr. Henry Holley.

Holley

CROWN HOTEL  
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CHURCH

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Miss L. B.  
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Farm.

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for  
Manager.

of Woods, &c.  
February, 1907.

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permission to erect  
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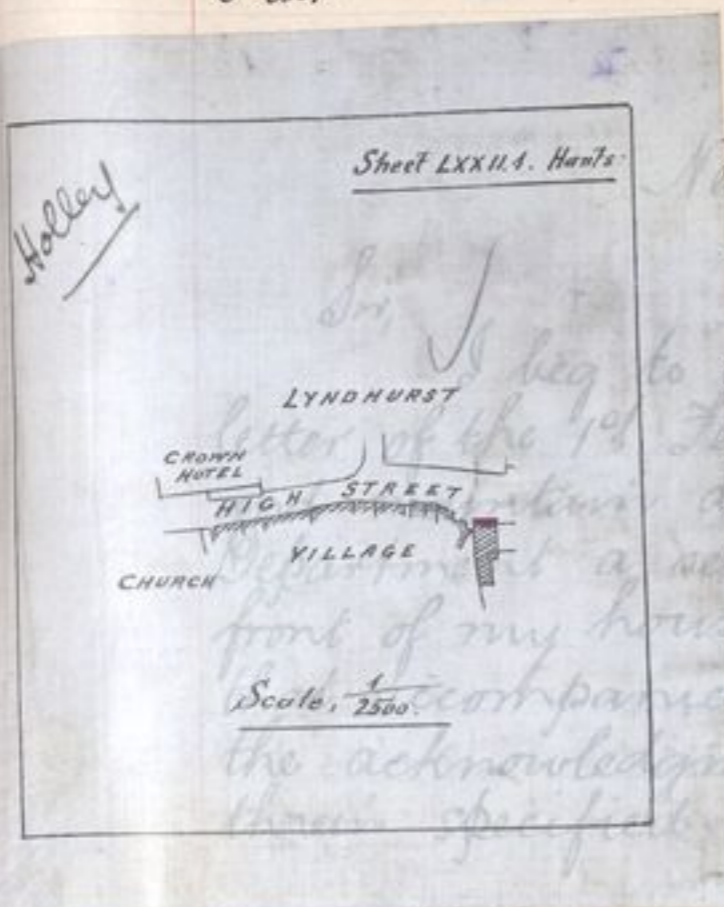
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dated.

Howlett.

F. 221.

High Street.  
Lyndhurst.  
11<sup>th</sup> February 1907.



New Forest.  
File 4324

I beg to accept the offer contained in your  
letter of the 1<sup>st</sup> February 1907 of permission to erect  
during the pleasure of your  
a set of small posts with chains in  
front of my house here, as shown on the plan  
I have accompanied your letter and I agree to pay  
the acknowledgment and to observe the conditions  
therein specified.

I am, &c.  
(sd) Henry Holley junr.

E. Stafford Howard, Esq. C.B.

Hundred of St. Briavels.  
File 1219<sup>2</sup>

F. 369.

Office of Woods &c.  
4<sup>th</sup> February 1907

Madam,

Quarries within the Hundred  
of St. Briavels.

Miss L. B. Aldrich-Blake.  
Permission to  
take stone from the  
surface of Broadstone  
Farm.

With reference to your letter of the  
30<sup>th</sup> ultimo I am directed by Mr.  
Stafford Howard to inform you that  
he is prepared to grant you permission  
to take stone from the surface of the  
premises known as Broadstone Farm  
and sell the same upon the following

4<sup>th</sup> February 1907.

terms and conditions:-

1. An acknowledgment of 1/2 is to be paid to the Deputy Surveyor in respect of stone sold prior to the date of this letter.
2. There is to be paid to the Deputy Surveyor on the 29<sup>th</sup> September in each future year a royalty of 1d. per cubic yard on all stone sold during the preceding year and on the 29<sup>th</sup> September next a similar royalty



F. 221.

High Street,  
Lyndhurst.  
11th February 1907.New Forest.  
File 4324

Sir,

I beg to accept the offer contained in your letter of the 1st February 1907 of permission to erect and maintain during the pleasure of your Department a set of small posts with chains in front of my house here, as shown on the plan that accompanied your letter and I agree to pay the acknowledgment and to observe the conditions therein specified.

I am, &amp;c.

(Sd) Henry Holley junr.

E. Stafford Howard, Esq. C.B.

Hundred of St. Briavels.  
File 1219<sup>2</sup>Miss L. B. Aldrich-Blake.  
Permission to take stone from the surface of Broadstone Farm.

4th February 1907.

F. 369.

Office of Woods &c.  
4th February 1907

Madam,

Quarries within the Hundred of St. Briavels.

With reference to your letter of the 30th ultimo I am directed by Mr. Stafford Howard to inform you that he is prepared to grant you permission to take stone from the surface of the premises known as Broadstone Farm and sell the same upon the following

terms and conditions:-

1. An acknowledgment of 1/2<sup>s</sup> is to be paid to the Deputy Surveyor in respect of stone sold prior to the date of this letter.
2. There is to be paid to the Deputy Surveyor on the 29th September in each future year a royalty of 1d. per cubic yard on all stone sold during the preceding year and on the 29th September next a similar royalty

is to be paid in respect of the stone sold between that date and the date of this letter.

- 3. Properly verified accounts are to be rendered to Mr. Philip Baylis on the 29<sup>th</sup> September in each year beginning with the year 1907.
- 4. The permission is to be determinable by either party on the 29<sup>th</sup> September in any year by giving 6 months notice.

If you should desire to accept this offer it will be sufficient for you to acknowledge the receipt of this letter and at the same time remit one shilling to Mr. Baylis and then no further deed document or deed will be necessary.

I am etc.  
(S<sup>d</sup>) Chas. E. Howlett.

Mrs. E. B. Aldrich-Blake.

17 Nottingham Place.  
W.  
February 8<sup>th</sup> 1907.

Dear Sir,

I thank you for your letter of the 4<sup>th</sup> inst and desire to accept the offer on the conditions laid down therein.

I enclose Postal Order for 1/- as acknowledgment in respect of stone sold prior to the date of your letter and will instruct my tenant Albert Jones to keep properly verified accounts of the stone from the surface which he may sell between this and Sept. 29<sup>th</sup> and to render the same with the royalty to Mr. Philip Baylis.

I am etc.  
(S<sup>d</sup>) E. B. Aldrich-Blake.

1/6

File 909  
Dated 20<sup>th</sup>

Dear Sir

E. Stafford  
Esq. C.B. a b  
of His Majesty  
re.

to  
George No  
Mr.

Surrey  
an  
Leas  
Aldrich

Commencing  
Term of Year  
Expires 29<sup>th</sup>

Certain Re

Royalty

Transfer dated  
9 Feb 1916  
T. P. Smith  
a  
7 Gloucester County  
Council  
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File 909?

Sched 1907-8

Dated 20<sup>th</sup> April 1907.

Dean Forest.

E. Stafford Howard  
Esq. C.B. a Commissioner  
of His Majesty's Woods  
&c.to  
George Moses  
Matthews.Surrender  
and  
lease of  
Quarry No. 293.Commencing 25<sup>th</sup> March 1907Term of Years 14<sup>1/2</sup>Expires 29<sup>th</sup> September 1922.Certain Rent £30 per ann.Royalty 2<sup>d</sup> per ton.

This Indenture made the twentieth day of April One thousand nine hundred and seven 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 Gaveler of the Royal Forest of Dean of the second part George Moses Matthews of Plum Hill in the Township of East Dean in the County of Gloucester Quarryman of the third part Aaron Simmonds of the same place Retired Quarryman of the fourth part and the said George Moses Matthews (hereinafter called 'the lessee') of the fifth part

Whereas the said Aaron Simmonds and George Moses Matthews are the registered Owners of and entitled in certain shares to the stone Quarry hereinafter described and have requested the said Edward Stafford Howard as such Commissioner and Gaveler as aforesaid to accept on behalf of His Majesty a Surrender of the said Quarry for the purpose of

taking a lease thereof as hereinafter mentioned. NOW this Indenture witnesseth that in consideration of the premises they the said Aaron Simmonds and George Moses Matthews as Beneficial Owners with the consent of the said Edward Stafford Howard testified by his executing these presents Do hereby so far as relates to their respective shares in the same and in pursuance of the power in that behalf contained in the Dean Forest (Amendment) Act 1861 Surrender to the King's Most Excellent Majesty All that stone quarry situate at Plum Hill in the said Forest of Dean and numbered 293 in the Deputy Surveyor's Quarry lease Books and which was awarded to William Simmonds

Transfer dated  
9 Feb 1915  
T. Smith  
in  
Gloucester County  
Council  
No 74582/15

in pursuance of the Act 1<sup>st</sup> and 2<sup>nd</sup> Victoria Chapter  
 43 and which quarry is delineated on the plan to  
 these presents and thereon edged pink Together with  
 the appurtenances To the intent and purpose  
 that the estate and interest now subsisting in  
 the said premises under or by virtue of the said  
 Award may be merged and extinguished in  
 the reversion freehold and inheritance of the  
 said premises now vested in His Majesty in  
 right of His Crown And this Indenture  
 further witnesseth that in consideration of  
 the surrender aforesaid and of the rent and  
 royalties hereinafter reserved and of the  
 covenants hereinafter contained the said Edward  
 Stafford Howard as such Commissioner as  
 aforesaid of on behalf of His Majesty Doth  
 demise and lease unto the Lessee The said  
 Stone quarry so surrendered as aforesaid Together  
 with all buildings erected thereon To hold the  
 said Quarry unto the Lessee from the twenty fifth  
 day of March One thousand nine hundred and  
 seven for the term of Fourteen years and  
 one half of another year Paying unto  
 His Majesty His Heirs and Successors therefor  
 the rent or sum of Fifteen Pounds for the first  
 half year of the said term and thereafter the  
 clear yearly rent of Thirty Pounds such rent  
 and the royalty hereinafter reserved to be paid  
 to the Crown Receiver for the said Forest on the  
 twenty ninth day of September in every year  
 free from all deductions (except landlords  
 Property Tax) And also ~~paying~~ <sup>paying</sup> to His Majesty  
 His Heirs and Successors a royalty of Two pence  
 per ton of Two thousand two hundred and forty  
 pounds quairdu pois of the value of the stone gotten  
 from the said quarry and sold used or otherwise  
 disposed of such royalties to be paid on the said  
 twenty ninth day of September in every year

for

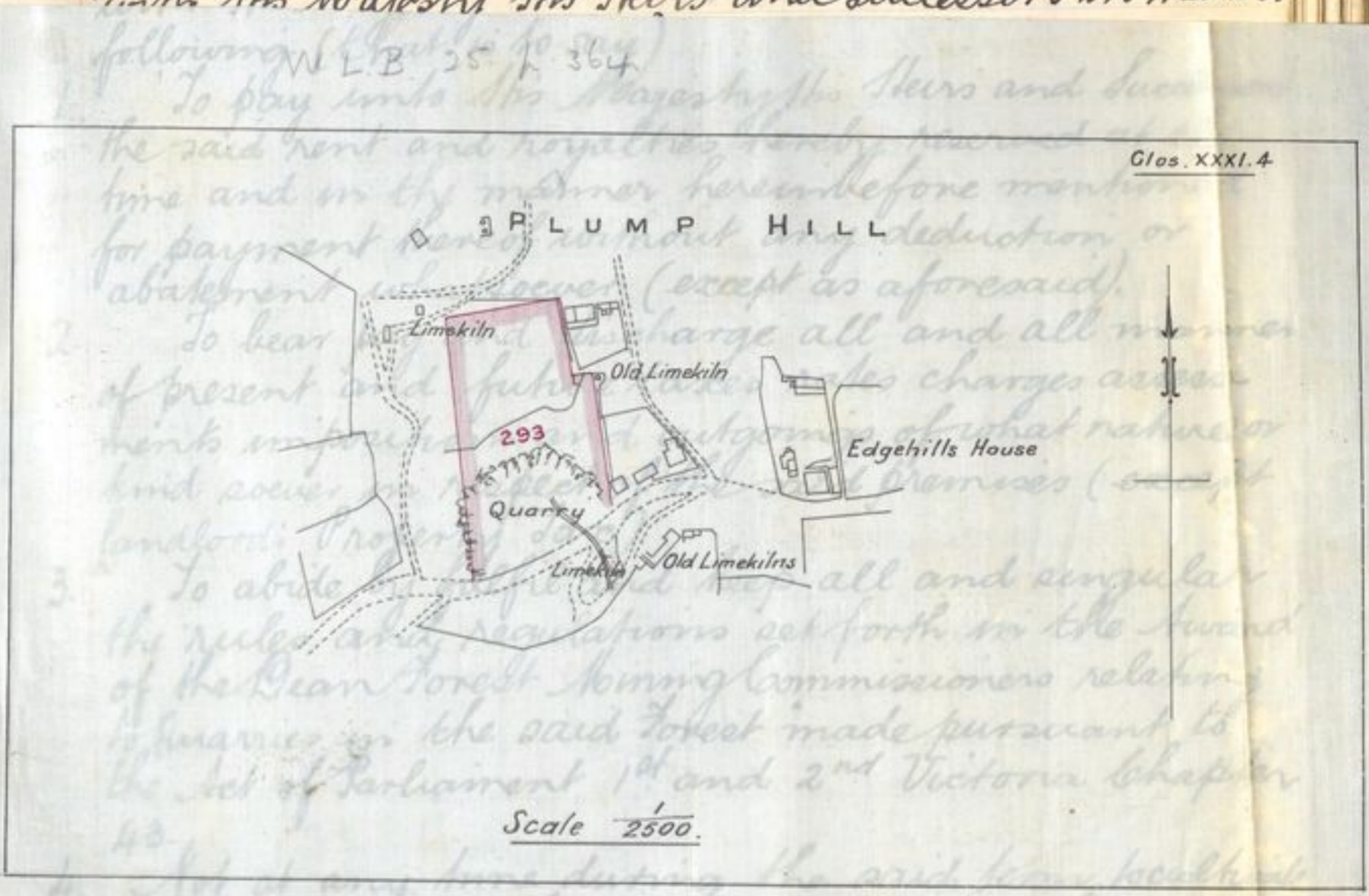
for and in respect of the stone sold used or disposed of during the preceding year and also paying in the event of and immediately upon the term being determined by reentry under the proviso hereinafter contained a proportionate part of the said rent for the fraction of the current year and all royalty 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 the half year to the twenty ninth day of September One thousand nine hundred and seven or in any one year thereafter as would be sufficient in value according to the reservation hereinbefore contained to yield a sum equal to the rent payable for such half year <sup>or year</sup>. And the lessee hereby covenants with His Majesty His Heirs and Successors in manner following (that is to say)

1. To pay unto His Majesty His Heirs and Successors the said rent and 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 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 1<sup>st</sup> and 2<sup>nd</sup> Victoria Chapter 43.
4. Not at any time during the said term to cultivate the said quarry hereby demised or use the same or any part thereof for any purpose whatsoever other than as a stone quarry and not to erect or make any building thereon or except a cabin for sharpening <sup>or</sup> depositing therein quarrying

implements

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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 the half year to the twenty ninth day of September One thousand nine hundred and seven or in any one year thereafter as would be sufficient in value according to the reservation hereinbefore contained to yield a sum equal to the rent payable for such half year <sup>or year</sup> And the lessee hereby covenants with His Majesty His Heirs and Successors in manner following



other than as a stone quarry and not to erect or make any building thereon except a cabin for sharpening and depositing therein quarrying

implements

for

implements which herein 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 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 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 <sup>in case</sup> the lessee shall make default in so doing it shall be lawful for the workmen or others to be employed by the lessor to enter into the said premises and to perform and complete the said fencing and repairs and the lessee will on demand pay to His Majesty His Heirs and Successors all expenses to be incurred thereby and in case of non payment thereof or of any part thereof the same or such part thereof as shall not be paid may be recovered as liquidated damages.

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



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 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.
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 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 lessee or his chief or only Agent for the time being.
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

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 and all buildings erected thereon in such order and condition as shall be satisfactory to the lessor.
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 assignee of these presents shall be wound up except for purposes of reconstruction or if a Receiver in Bankruptcy of his Estate shall be appointed or a Receiving Order made against him or if any Company formed for working the stone hereby demised shall be wound up or if the lessee shall either voluntarily or involuntarily do or suffer any act or thing whereby or in consequence whereof his interest in the premises hereby demised shall without such consent as aforesaid become vested in any person whomsoever except by bequest or by representation then and in any of such cases it shall be lawful for the lessor into and upon the said demised premises or any part thereof in the name of the whole to reenter and the same premises to have again as in his former estate and in case of any such reentry there shall be payable by the lessee to the King's Majesty His Heirs and Successors in addition to any rent or royalty then due a proportionate part of the accruing rent and royalty for the then current year up to the day on which such reentry shall have been made.
14. Provided lastly and it is hereby agreed and declared that the term "lessor" herein means the King's Majesty His Heirs Successors and Successors Assigns or so

that

long as the reversion of the demised premises is vested in the Crown the Commissioner or Commissioners of Woods or other the persons 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.

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

In witness whereof the said parties to these presents of the second third fourth and fifth 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. C. Howlett, Office of Woods } E. Stafford Howard (L.S.)  
1 Whitehall Place, London. S.W.

Signed sealed and delivered by the above named George Moses Matthews in the presence of Thomas Whatley, Solicitor } George Moses Matthews (L.S.)  
Mitchel Dean.

Signed sealed and delivered by the above named Aaron Simmonds in the presence of Thomas Whatley, Solicitor } Aaron Simmonds. (L.S.)  
Mitchel Dean

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

10<sup>th</sup> May, 1907.

G. F. Hancock.  
Assistant Keeper of the Records

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 Samuel Richards hereby  
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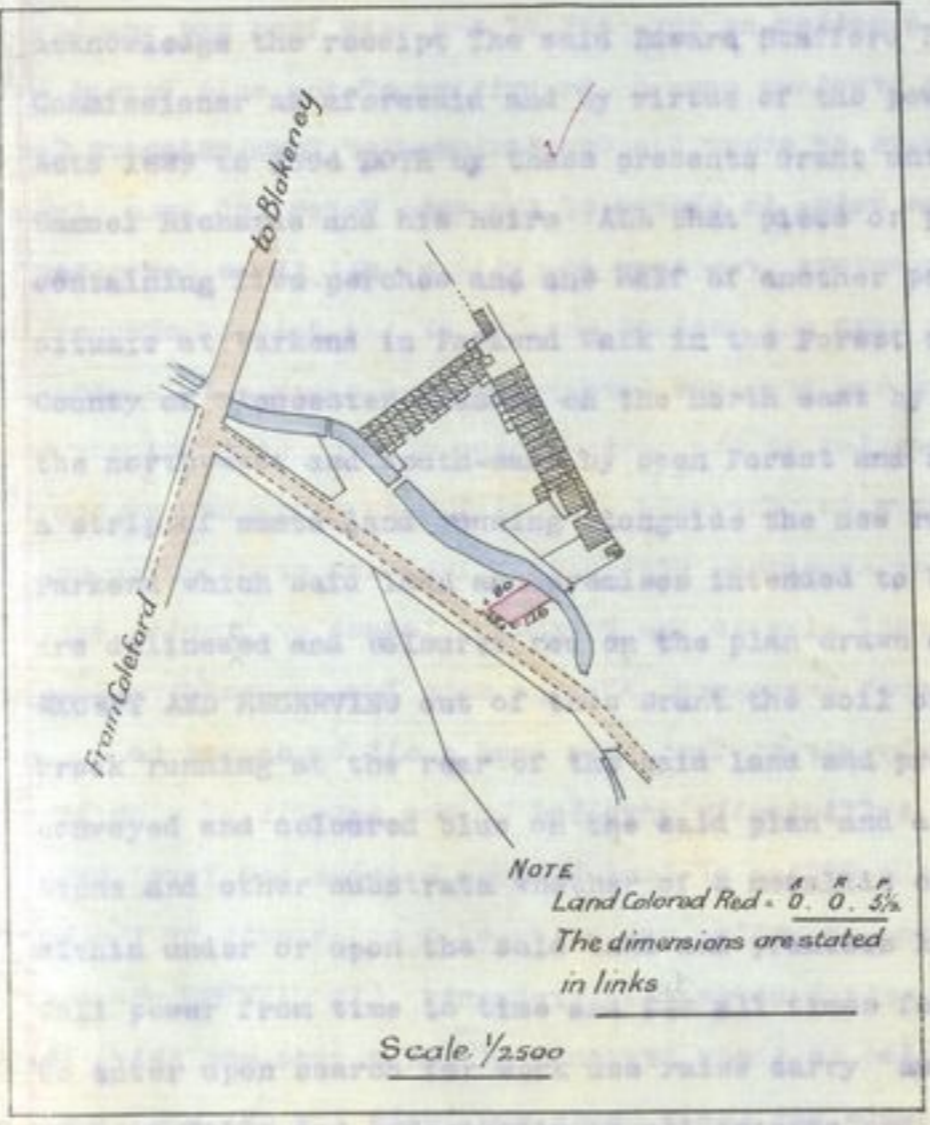
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Records

THIS INDENTURE made the first day of May 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 Land Revenues of the Crown in the Forest of Dean on behalf of His Majesty of the second part and TOM SAMUEL RICHARDS of Parkend near Lydney in the County of Gloucester of the third part WITNESSETH that in consideration of the sum of TWO POUNDS FIFTEEN SHILLINGS paid by the said Tom Samuel Richards to the said



Edward Stafford Howard before the Sealing and delivery of these presents of which one the said Edward Stafford Howard doth hereby acknowledge the receipt. The said Edward Stafford Howard as such Commissioner aforesaid and by virtue of the powers of the Crown Lands Act 1859 and 1870 by these presents Grant unto the said Tom Samuel Richards and his heirs all that piece or parcel of land containing the perches and the half of another perch or thereabouts situated at Parkend in the Forest of Dean in the County of Gloucester and bounded the north east by the Cannop Brook on the north west by the Forest of Dean and on the south west by a strip of land which said strip of land contains the new road leading through Parkend which said strip of land is intended to be hereby granted and which is shown on the plan drawn on these presents and running at the rear of the said land and premises hereby conveyed and colored blue on the said plan and all mines minerals veins and other substrata of any other nature which shall be found under or upon the said land and premises hereby conveyed with full power from time to time and at all times hereafter to search for work drain 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 AND ALSO SAITH AND REQUESTS FULL power from

time to time and at all times hereafter to search for work drain 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 TO HOLD the said premises hereby conveyed (subject nevertheless to all the rights powers and privileges of all present and future holders or grantees of any Sales Leases or licenses of or concerning any mines or

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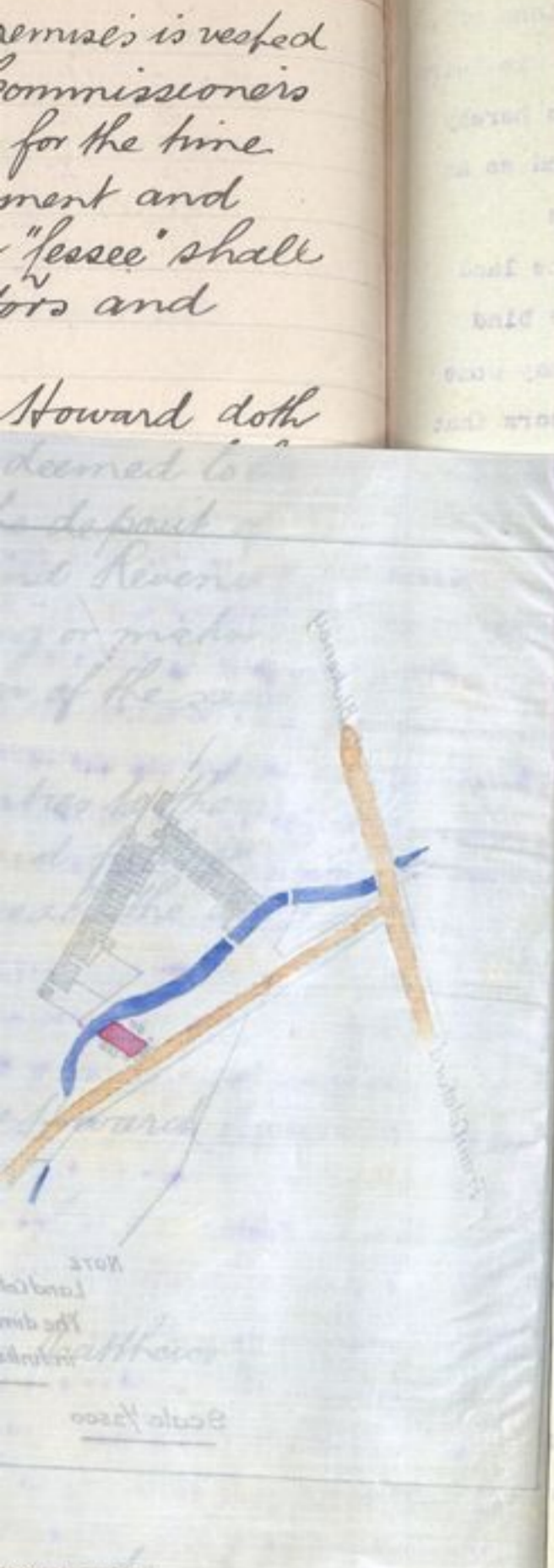
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THIS INDENTURE made the first day of May One thousand nine hundred and six BETWEEN THE KING'S MOST EXCELLENT MAJESTY of the first part EDWARD STAFFORD HOWARD ESQUIRE C.B. the Commissioner of His Majesty's Woods in charge of the Land Revenues of the Crown in the Forest of Dean on behalf of His Majesty of the second part and TOM SAMUEL RICHARDS of Parkend near Lydney in the County of Gloucester of the third part WITNESSETH that in consideration of the sum of TWO POUNDS FIFTEEN SHILLINGS paid by the said Tom Samuel Richards to the said Edward Stafford Howard before the sealing and delivery of these presents of which sum the said Edward Stafford Howard doth hereby acknowledge the receipt The said Edward Stafford Howard as such Commissioner as aforesaid and by virtue of the powers of the Crown Lands Acts 1829 to 1894 DOETH by these presents Grant unto the said Tom Samuel Richards and his heirs ALL that piece or parcel of land containing five perches and one half of another perch or thereabouts situate at Parkend in Parkend Walk in the Forest of Dean in the County of Gloucester bounded on the north east by the Cannop Brook on the north-west and south-east by open Forest and on the south-west by a strip of waste land running alongside the new road leading through Parkend which said land and premises intended to be hereby granted are delineated and coloured red on the plan drawn on these presents EXCEPT AND RESERVING out of this Grant the soil of the bed of the brook running at the rear of the said land and premises hereby conveyed and coloured blue on the said plan and 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 hereby conveyed with full power from time to time and <sup>at</sup> ~~in~~ all times for ever hereafter to enter upon search for work use raise carry away and enjoy the same as fully and effectually to all intents and purposes as if this Grant had not been made AND ALSO SAVE AND EXCEPT full power from time to time and at all times hereafter to search for work drain use raise carry away and enjoy 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 TO HOLD the said premises hereby conveyed (subject nevertheless to all the rights powers and privileges of all present and future holders or grantees of any Gales Leases or licenses of or concerning any mines or

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or minerals according to the laws customs and regulations of the Forest of Dean) unto the said Tom Samuel Richards his heirs and assigns for ever. AND the said Tom Samuel Richards hereby for himself his heirs and assigns and to the intent and so as to bind not only himself personally but also as far as practicable all persons claiming title under him to the land and premises hereby assured or any part thereof and to bind such land and premises into whosoever hands the same may come COVENANT with the King's Majesty His Heirs and Successors that he the said Tom Samuel Richards his heirs undertenants and assigns will not at any time hereafter erect any building or erection on any part of the said land and premises without the previous consent in writing of the said Edward Stafford Howard or other the Commissioner or Commissioners for the time being in charge of the said Forest of Dean his or their successors or assigns And will at all times hereafter maintain and keep the soil of the bed of the said brook opposite the said land and premises hereby conveyed clean and in good order and condition to the satisfaction of such Commissioner or Commissioners as aforesaid. And will upon every conveyance Lease or other assurance of the said land and premises or any part thereof give to the Purchaser Lessee or Grantee express notice of such covenants. AND the said Edward Stafford Howard doth hereby direct that this Deed shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Inrolments and the filing or making and entry of such deposit by the Keeper of the said Records and Inrolments. IN WITNESS whereof the said parties to these presents of the second and third parts have hereunto set their hands and seals the day and year first above written.

Signed sealed and delivered by the above named Edward Stafford Howard in the presence of Chas. E. Howlett, Office of Woods, 1, Whittemall Place, London. S. W. E. Stafford Howard L.S.

Signed sealed and delivered by the above named Tom Samuel Richards in the presence of John Roper, Parkend, Mr. Lydney, Glas. Tom Samuel Richards L.S.

*Surveyor*  
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.

*(sd) E. Salisbury*  
1st May, 1906. Assistant to the Keeper of the Records.

*Signed sealed and delivered by the above named in the presence*

*Signed sealed and delivered by the above named in the presence*

*Signed sealed and delivered by the above named in the presence*

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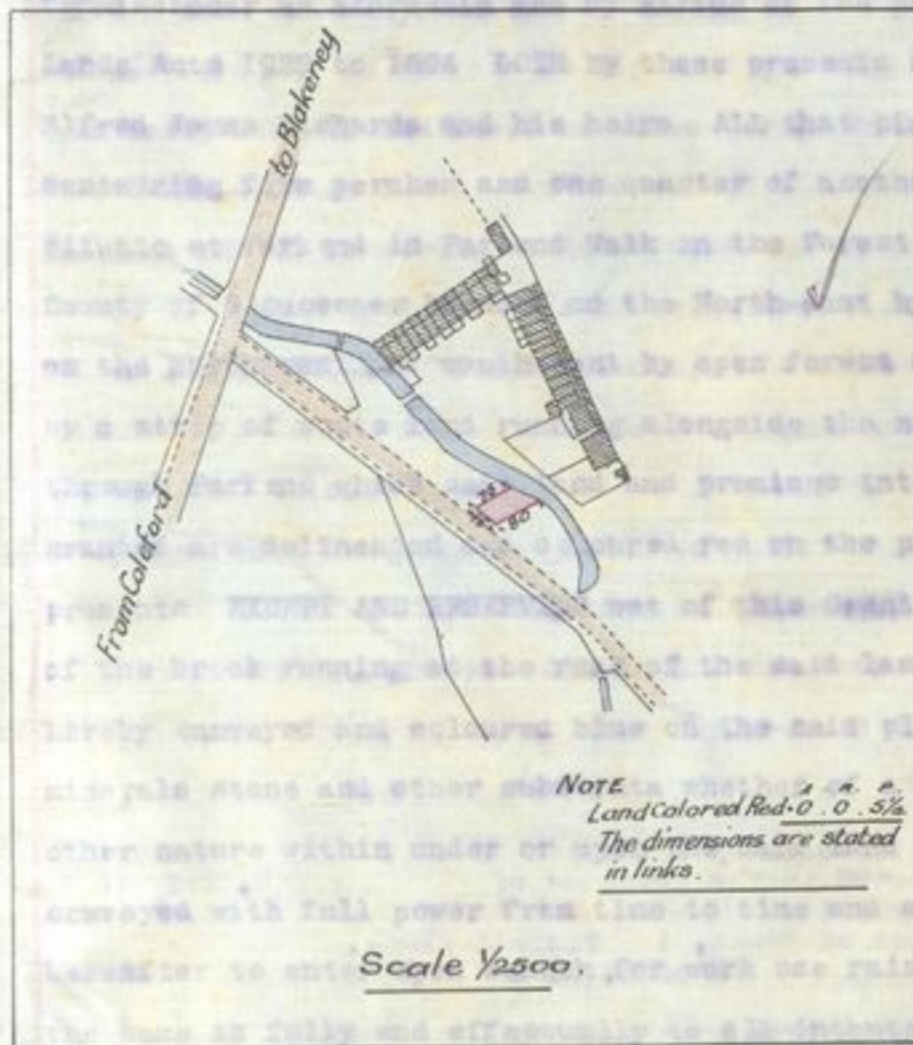
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No. 851

THIS INDENTURE made the first day of May 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 Land Revenues of the Crown in the Forest of Dean on behalf of His Majesty of the second part and ALFRED JAMES RICHARDS of Parkend near Lydney in the County of Gloucester of the third part WITNESSETH that in consideration of the sum of TWO POUNDS TWELVE SHILLINGS AND SIX PENCE paid by the said Alfred James Richards to the said Edward Stafford Howard before the sealing and delivery of these presents of which sum the said Edward Stafford Howard doth



admits the receipt of the said sum of Edward Stafford Howard as such... of the Crown... into the said... parcel of land... or thereabouts... in the... County... the North... the Cannop Brook... on the south-west... leading... intended to be hereby... on these... the soil of the bed... and premises... all mines... of any... premises hereby... for ever... and enjoy... as if... full power... for work drain... 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 effectively to all intents and purposes as if this Grant had not been made TO HOLD the said premises hereby conveyed (subject nevertheless to all the rights powers and privileges of all present and future holders or grantees of any leases or licenses of or concerning any mines or minerals according to the laws customs and regulations

*copy*      *Schedule 1906/17*      No. 851

THIS INDENTURE made the first day of May 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 Land Revenues of the Crown in the Forest of Dean on behalf of His Majesty of the second part and ALFRED JAMES RICHARDS of Parkend near Lydney in the County of Gloucester of the third part WITNESSETH that in consideration of the sum of TWO POUNDS TWELVE SHILLINGS AND SIX PENCE paid by the said Alfred James Richards to the said Edward Stafford Howard before the sealing and delivery of these presents of which sum the said Edward Stafford Howard doth hereby acknowledge the receipt The said Edward Stafford Howard as such Commissioner as aforesaid and by virtue of the powers of the Crown Lands Acts 1929 to 1894 DOETH by these presents Grant unto the said Alfred James Richards and his heirs ALL that piece or parcel of land containing five perches and one quarter of another perch or thereabouts situate at Parkend in Parkend Walk in the Forest of Dean in the County of Gloucester bounded on the North-east by the Cannop Brook on the north-west and south-east by open forest and on the south-west by a strip of waste land running alongside the new road leading through Parkend which said land and premises intended to be hereby granted are delineated and coloured red on the plan drawn on these presents EXCEPT AND RESERVING out of this Grant the soil of the bed of the brook running at the rear of the said land and premises hereby conveyed and coloured blue on the said plan and 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 hereby conveyed with full power from time to time and at all times for ever hereafter to enter upon search for work use raise carry away and enjoy the same as fully and effectually to all intents and purposes as if this grant had not been made AND ALSO SAVE AND EXCEPT full power from time to time and at all times hereafter to search for work drain use <sup>raise</sup> 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 TO HOLD the said premises hereby conveyed (subject nevertheless to all the rights powers and privileges of all present and future holders or grantees of any gales leases or licenses of or concerning any mines or minerals according to the laws customs and regulations



of the Forest of Dean) unto the said Alfred James Richards his heirs and assigns for ever AND the said Alfred James Richards hereby for himself his heirs and assigns and to the intent and so as to bind not only himself personally but also as far as practicable all persons claiming title under him to the land and premises hereby assured or any part thereof and to bind such land <sup>and premises</sup> into whosoever hands the same may come COVENANT with the King's Majesty His Heirs and Successors THAT he the said Alfred James Richards his heirs undertenants and assigns will not at any time hereafter erect any building or erection on any part of the said land and premises without the previous consent in writing of the said Edward Stafford Howard or other the Commissioner or Commissioners for the time being in charge of the said Forest of Dean his or their successors or assigns And will at all times hereafter maintain and keep the soil of the bed of the said brook opposite the said land and premises hereby conveyed clean and in good order and condition to the satisfaction of the Commissioner or Commissioners as aforesaid And will upon every conveyance lease or other assurance of the said land and premises or any part thereof give to the Purchaser Lessee or Grantee express notice of such covenants AND the said Edward Stafford Howard doth hereby direct that this Deed shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Inrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Inrolments IN WITNESS whereof the said parties to these presents of the second and third parts have hereunto set their hands and seals the day and year first above written

Signed sealed and delivered by the above named }  
 Edward Stafford Howard in the presence of } E. Stafford Howard (L.S.)  
 Chas. R. Howlett, }  
 Office of Woods, 1 Whitehall Place,  
 London, S.W.

Signed sealed and delivered by the above }  
 named Alfred James Richards in the } Alfred James Richards (L.S.)  
 presence of } JOHN Roper, }  
 Parkend, Nr. Lydney,  
 Glos.

Surveyor  
 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.

(sd) E. Salisbury  
 1st May, 1906. Assistant to the Keeper of the Records.

LAND REVENUE  
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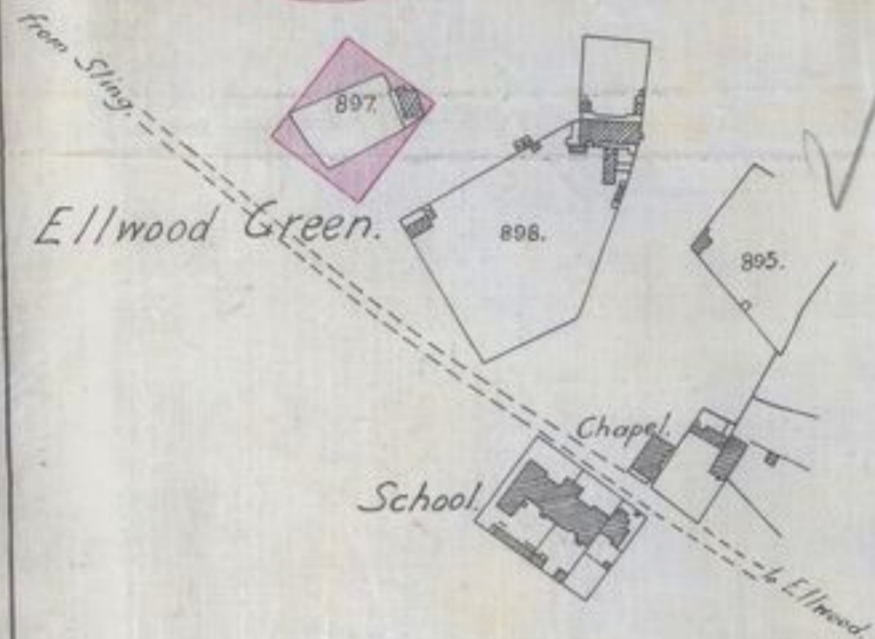
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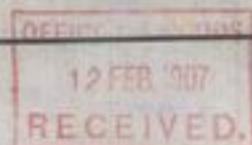
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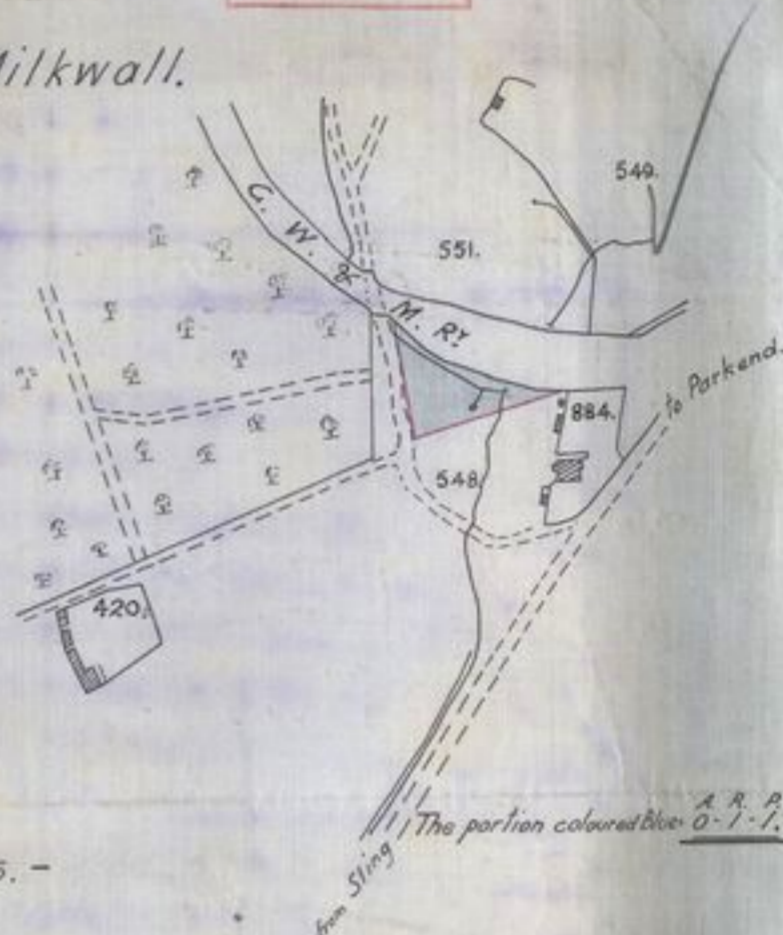


The portion coloured Red <sup>A.R.P.</sup> 0-1-1.



- O.S. 38-8. -

Milkwall.



The portion coloured Blue <sup>A.R.P.</sup> 0-1-1.

- Scale  $\frac{1}{2500}$ . -

It is hereby agreed by Edward Stafford Howard Esquire, C.B., a Commissioner of His Majesty's Woods and the Verderers of the Forest of Dean with the consent of the Treasury that the parcel of land, waste of the Forest, coloured red on this plan shall henceforth be freed from the rights of Common to which it is now subject and that by way of exchange the parcel of land, now freehold of the Crown, coloured blue on this plan shall henceforth be made part of the said waste of the Forest of Dean and be subject to the like rights of Common.

Dated the 11<sup>th</sup> day of February 1907.

Tho: H. Crawley Bowyer } Verderers.  
Rufus Jackson }

Edward Howard } Commissioner of Woods.

I certify that a duplicate of this document has been deposited in the Office of Land Revenue Records and Enrolments and an entry thereof made or filed by me  
5th April, 1907.  
George J. Morris { Assistant Keeper of the Records.

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File 909?

Sched 1907-8

Dated  
20<sup>th</sup> April 1907.

Dean Forest.

E. Stafford  
Howard Esq. CB.  
a Commissioner  
of Woods &c.  
to  
Mr. Aaron  
Simmonds.

Lease  
of a House  
and land at  
Plump Hill

Commencing  
25 Decr. 1906  
Term  
Expires 25 Decr. 1913

Rent £5. p.a.

This Indenture made the twentieth day of April One thousand nine hundred and seven Between The King's Most Excellent Majesty of the first part Edward Stafford Howard Esquire C.B. the Commissioner of His Majesty's Woods in charge of the premises hereinafter described of the second part and Aaron Simmonds of Plump Hill in the Township of East Dean in the County of Gloucester Retired Quarryman (hereinafter called "the lessee") of the third part Witnesseth that in consideration of the rent covenants and agreements hereinafter reserved and contained If the said Edward Stafford Howard as such Commissioner as aforesaid in exercise of the powers of the Crown Lands Acts 1829 to 1906 and of all other powers and authorities enabling him so to do Doth on behalf of His Majesty demise and lease unto the lessee All that piece or parcel of land with the messuage or tenement and outbuildings erected thereon situate at Plump Hill in Ruardean Walk in the Forest of Dean in the County of Gloucester containing one rood and three perches or thereabouts and bounded on the North by open Forest on the South by the road leading from Nailbridge to Mitcheldean on the East by a road leading from the above mentioned road to Quarries Nos. 290, 291 and 292 and on the West by Quarry 293 which said premises are more particularly delineated and shown on the plan drawn in the margin hereof and thereon coloured light and dark red Except and always reserved unto the King's Majesty His Heirs and Successors all mines and substrata whatsoever in under or upon the said demised land and premises To hold the said premises hereby demised unto the lessee from the twenty fifth day of December One thousand nine hundred and six for the term

of Seven years Paying therefor during the said term  
 unto the King's Majesty His Heirs and Successors the clear  
 yearly rent of Five Pounds by equal half yearly  
 payments on the twenty fourth day of June and the twenty  
 fifth day of December in every year except the last half  
 yearly payment thereof which is to be made on the  
 twenty fourth day of June next preceding the expiration  
 or determination of the said term such rent to be paid  
 to His Majesty's Deputy Surveyor of the Forest of Dean  
 free from all deduction except Property Tax and  
 Tithe Rent Charge And the lessee doth hereby covenant  
 with the King's Majesty His Heirs and Successors

1. To pay unto the King's Majesty His Heirs and  
 Successors the said yearly rent of Five Pounds upon  
 the days and in manner hereinbefore appointed for  
 payment thereof.
2. To pay the land tax (if any) and all other rates  
 taxes charges assessments and impositions whatsoever  
 now or at any time hereafter to be rated taxed charged  
 assessed or imposed upon or in respect of the said  
 premises (landlord's Property Tax and Tithe Rent Charge  
 alone excepted).
3. From time to time as occasion may require to well  
 and sufficiently repair and keep in good and substan-  
 tial repair the said messuage or tenement and buildings  
 together with all fixtures therein and all the walls  
 gates stiles posts pales rails hedges ditches and fences  
 thereto belonging.
4. Once at least during the said term or oftener if need  
 be at his own costs to paint or cause to be painted in  
 a proper and workmanlike manner the inside of the  
 said messuage or tenement and buildings and premises  
 where painted before twice over with good oil paint and  
 once in each third year of the said term or oftener if need  
 be scrape and whitewash the ceilings of the said  
 messuage and in like manner in each third year of  
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 unto the King's Majesty His Heirs and Successors the clear  
 yearly rent of Five Pounds by equal half yearly  
 payments on the twenty fourth day of June and the twenty  
 fifth day of December in every year except the last half  
 yearly payment thereof which is to be made on the  
 twenty fourth day of June next preceding the expiration  
 or determination of the said term such rent to be paid  
 to His Majesty's Deputy Surveyor of the Forest of Dean  
 free from all deduction except Property Tax and  
 the Rent Charge and the lessee doth hereby covenant

W.L.B. 25- p. 374



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 a proper and workmanlike manner the inside of the  
 said messuage or tenement and buildings and premises  
 where painted before twice over with good oil paint and  
 once in each third year of the said term or oftener if need  
 be scrape and whitewash the ceilings of the said  
 messuage and in like manner in each third year of  
 the said term paint or tar where painted or tarred before  
 all the outside wood and ironwork gates posts rails  
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and rails belonging to the said premises.

5. To insure and keep insured the said messuage or tenement and buildings during the said term from loss or damage by fire in the joint names of His Majesty His Heirs and Successors and of the lessee in some Insurance Office in London or Westminster to be approved of by the lessor in the sum of Three hundred Pounds at the least and whenever required so to do to show to the lessor or to His Majesty's said Deputy Surveyor the receipt for the premium for the current year and in case the said messuage tenement or building or any part thereof shall be destroyed or damaged by fire then to lay out the insurance money immediately after the same shall have been received in rebuilding or reinstating the same to the full satisfaction of the lessor or his Architect.
6. To permit the lessor or his Agent at all reasonable times in the day time to enter into and upon the said premises and to examine the state of repairs and condition thereof and in case the said premises or any part thereof shall upon such examination be found defective out of repair or not in a proper state or condition and notice thereof in writing shall be given to the lessee or left for him on the same premises and within the space of three calendar months next after any such notice shall have been so given or left as aforesaid to supply and make good all such defects and wants of repair and amend the same to the satisfaction in all respects of the lessor.
- #7. Not to assign or underlet or otherwise part with the demised premises or any part thereof or part with the possession of these presents without the consent in writing of the lessor first obtained.
- #8. To cause or procure every Assignment which shall with such consent as aforesaid be made of these presents and all Orders of Court Probates



of Wills and letters of Administration and other instruments affecting the devolution of the said premises to be within six calendar months from the respective dates thereof lodged in the Office of the Commissioners of Woods in order that a minute or docket thereof respectively may be entered and on demand to pay the usual fees therefor.

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

10. 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 executors administrators and assigns.

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

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

Signed

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 SW.

E. Stafford Howard. (S)

Signed sealed and delivered  
by the above named Aaron  
Simmonds in the presence of

Thomas Whatley,

Solicitor

Mitchel Dean

Aaron Simmonds. (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.

G. J. Hancock.

Assistant Keeper of the Records.

10<sup>th</sup> May 1907.

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