

52

523

Copy.

DEAN FOREST.

Articles of Agreement made the
twenty seventh day of December One Thousand
nine hundred and seven ————— Between THE KING'S
MOST EXCELLENT MAJESTY of the first part EDWARD
STAFFORD HOWARD Esquire C.B. a Commissioner of His
Majesty's Woods Forests and Land Revenues of the second part and

Milson Adams (Labourer) —————

(hereinafter called "the said Tenant") of the third part

THE said EDWARD STAFFORD HOWARD as such Commissioner
as aforesaid on behalf of His Majesty hereby agrees to let to the said
tenant who hereby agrees with His Majesty to take and rent as tenant
to His Majesty ALL THAT *Cottage garden and outbuildings*
situate at Bowbeach in the County of Gloucester
containing about Twenty four and a half
perches and coloured red on the plan
annexed hereto —————

lately in the
occupation of *George Hawkins* —————
together with the fixtures therein TO HOLD the same hereditaments
to the said tenant from the 10th — day of October — 1906

as tenant from year to year (the tenancy being however determinable as after mentioned) at the yearly rent of Five pounds —
 to be paid to The Deputy Surveyor of Dean Forest
 free from all taxes rates and deductions whatsoever (except Landlord's
 property tax) by equal Quarterly payments on the 5th —
day of January — the 5th, — day of
April — the 5th, — day of July —
 and the 10th, — day of October — in every year
 the first Quarterly payment ~~to be~~ became 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 Five pounds — on the days
 and in the manner aforesaid And will also pay the land tax sewer
 rates and all other rates taxes and assessments whatsoever
 (except the Landlord's property tax) now or hereafter to be imposed
 in respect of the said premises Together with a proportionate part
 thereof for the period which shall elapse between the Quarterly day
 of payment next preceding the expiration of the said tenancy and the
 day on which the same shall expire AND also will not do or suffer
 any damage to the said premises and will at all times well and
 properly manage and cultivate the said land and keep and leave the
 same clean and in good heart and condition and will also keep the
 windows and doors in good repair and the ceilings and interior walls
 properly cleaned and whitewashed and will on the determination of
 the tenancy hereby created deliver up the said premises in such repair
 and condition as aforesaid to the King's Majesty his heirs or
 successors or to the said EDWARD STAFFORD HOWARD or other the
 Commissioner or Commissioners for the time being of His Majesty's
 Woods Forests and Land Revenues having the management of the
 said premises (hereinafter called "the said Commissioner or Com-
 missioners") or to whom he or they may appoint AND will permit

from Parkend

Howbe

Scale 2500

Signed by the
EDWARD STA
in the presen

(sgd) Henr

Signed by the
Milsom
in the presen

*(sgd) Edward
Dane
done.*

determinable

lands
ean Forest
ept Landlord's
h

day of

in every year

the said tenant

the said yearly

on the days

land tax sewer

nts whatsoever

r to be imposed

portionate part

e Quarterly day

tenancy and the

not do or suffer

times well and

ep and leave the

ill also keep the

nd interior walls

determination of

ses in such repair

sty his heirs or

ARD OR other the

of His Majesty's

anagement of the

issioner or Com-

AND will permit

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

the Crown Property in the neighbourhood of the premises from injury

or damage AND IT IS HEREBY AGREED THAT THE said tenant shall be careful

O.S. 39. 7.

for the said Commissioner or Commissioners or his or their agent 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 Office of Land Revenue Records or the said Edward STAFFORD HOWARD doth hereby direct that such notice shall be deemed to be fully and sufficiently delivered when deposited in a duplicate thereof in the Office of Land Revenue Records or documents and the filing or making an entry of such deposit in the Books or Registers of the said Records and Documents IN TWO parts, one part to be filed in the second and third parts to be filed in the fourth part of the day

Note. The portion coloured Red - A. R. P.

Scale 1:2500.

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

(sgd) Henry Beresford Prince, Mapt.
Elmhurst
Hereford.

Signed by the above-named

Milson Adams } (sgd) Milson Adams.
in the presence of

(sgd) Edward Allford,
Danby Lodge,
Dorset Kedg. P.

Innold
1/1/08.

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

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

(sgd) *Henry Beresford Prince, Major,*
Elmhurst
Hereford.

Signed by the above-named

Milson Adams } (sgd) *Milson Adams.*
 in the presence of

(sgd) *Edward Allford,*
Danby Lodge,
Forest Ranger.

Inrolled,
1/1/08.

DEAN FOREST.

Dated _____ 190 .

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

AND

AGREEMENT for letting

on a Yearly Tenancy from the

190 .

Rent £ _____ per Annum.

Copy.

DEAN FOREST.

Articles of Agreement made the
Twenty-seventh day of December — One Thousand
nine hundred and *seven* — 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

Maurice Prout (Collier) —

(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 *cottage garden and outbuildings*
coloured red on the plan annexed hereto with
the lower storey of the portion of the building
coloured green and the upper storey of the portion
of the building coloured blue containing altogether
about Twenty two perches situate at Cowbeach
in the County of Gloucester —

lately in the
occupation of *Frederick Watkins* —
together with the fixtures therein TO HOLD the same hereditaments
to the said tenant from the *5th*. day of *April* — 1907.

Dated

190 .

DEAN FOREST.

as tenant from year to year (the tenancy being however determinable as after mentioned) at the yearly rent of Five pounds ten shillings to be paid to The Deputy Surveyor of Dean Forest free from all taxes rates and deductions whatsoever (except Landlord's property tax) by equal Quarterly payments on the 5th day of January — the 5th day of April — the 5th day of July — and the 10th day of October in every year the first Quarterly payment ~~to be~~^{became} due on the 5th day of July 1907 AND the said tenant hereby agrees that he will pay to the King's Majesty the said yearly rent of Five pounds ten shillings — on the days and in the manner aforesaid And will also pay the land tax sewer rates and all other rates taxes and assessments whatsoever (except the Landlord's property tax) now or hereafter to be imposed in respect of the said premises Together with a proportionate part thereof for the period which shall elapse between the Quarterly day of payment next preceding the expiration of the said tenancy and the day on which the same shall expire AND also will not do or suffer any damage to the said premises and will at all times well and properly manage and cultivate the said land and keep and leave the same clean and in good heart and condition and will also keep the windows and doors in good repair and the ceilings and interior walls properly cleaned and whitewashed and will on the determination of the tenancy hereby created deliver up the said premises in such repair and condition as aforesaid to the King's Majesty his heirs or successors or to the said EDWARD STAFFORD HOWARD or other the Commissioner or Commissioners for the time being of His Majesty's Woods Forests and Land Revenues having the management of the said premises (hereinafter called "the said Commissioner or Commissioners") or to whom he or they may appoint AND will permit

from Particulars

Howbe

Scale 1:500

Signed by the
EDWARD STA
in the presen

(sgd) Henry

Ed

H

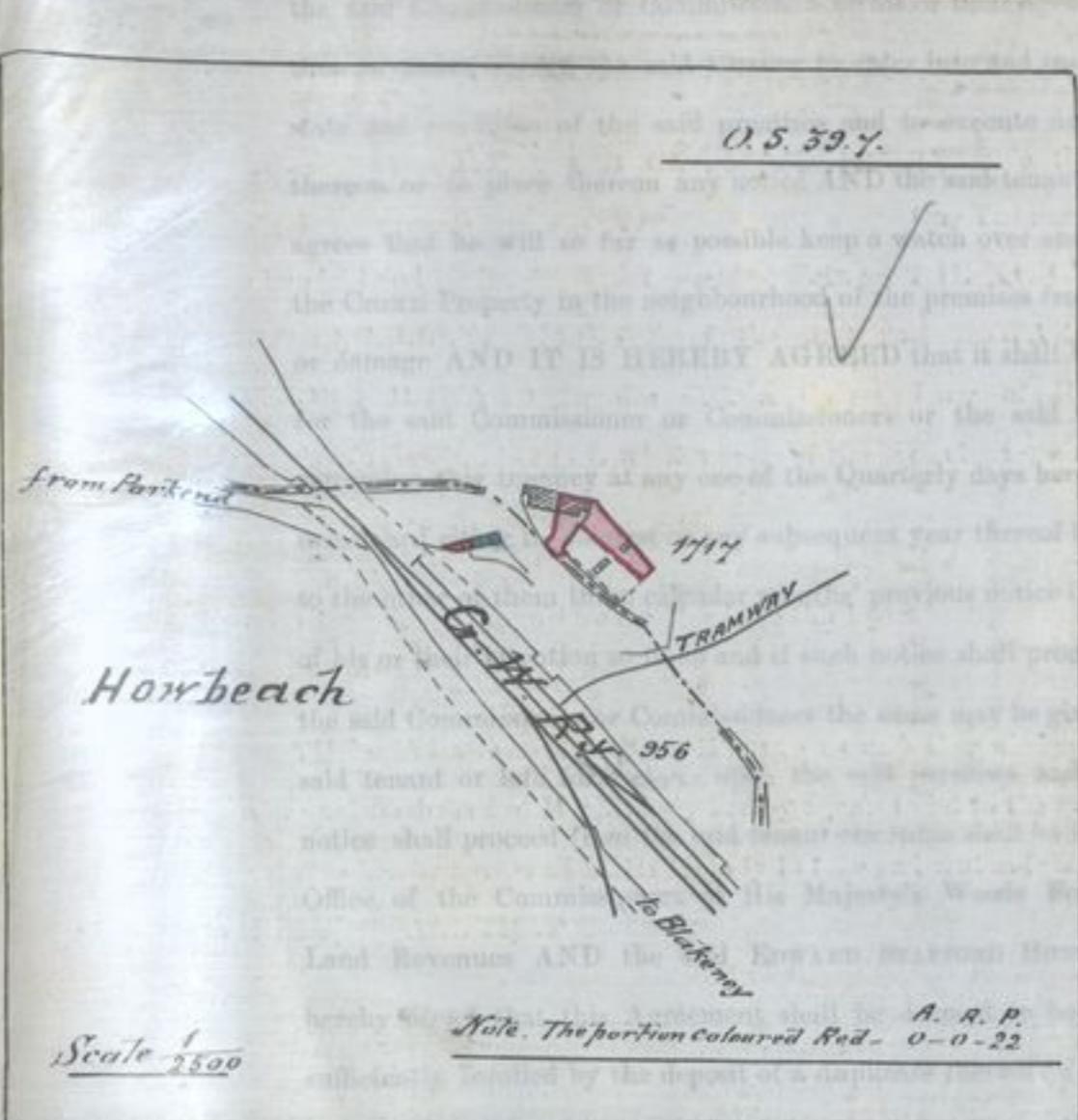
Signed by the

Maurice T
in the presen

(sgd) Ed

K

H



entry or even deposit by the keeper of the said records and documents IN WITNESS whereof the said parties to these presents of the second and third parts have hereunto subscribed their names the day and year first above written.

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

(sgd) Henry Beresford Peirse, Mapt,
Elmhurst,
Hereford.

Signed by the above-named
Maurice Trout }
in the presence of (sgd) Maurice Trout.

(sgd) Edward Allford,
Danby Lodge,
Forest Keeper. In rolled
1/1/08.

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

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

(sgd) Henry Stafford Purse, Mapt,
 Elmhurst,
 Hereford.

Signed by the above-named
 Maurice Prout }
 in the presence of } (sgd) Maurice Prout.

(sgd) Edward Allford,
 Danby Lodge,
 Forest Keeper. Inrolled
 1/1/08.

DEAN FOREST.

Dated _____ 190 .

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

AND

AGREEMENT for letting

on a Yearly Tenancy from the

190 .

Rent £ _____ per Annum.

DEAN FOREST.

Dated

190

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

File 1100

Dated
6th November
1907.

Dean Forest.

E. Stafford
Howard Esq. B
Commissioner
of Woods etc.

and
the Rural
District
Council of
East Dean
and United
Parishes.

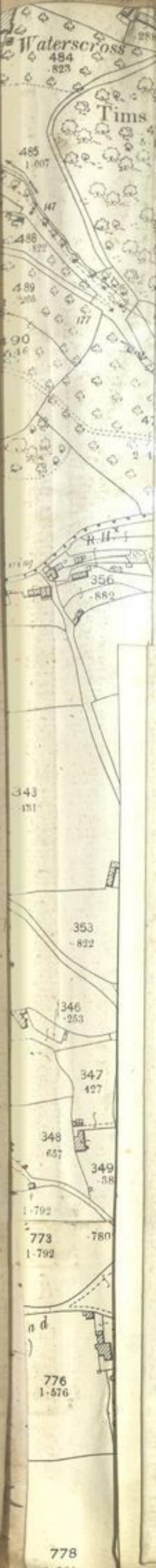
Agreement
as to joys Green Turnpike roads and that any such Agreement might
provide with respect to any such highway or road

For Certificate
of completion of
road. See Vol. B
27 p. 30

In Agreement made the sixth day of November
One thousand nine hundred and seven between
Edward Stafford Howard Esquire CB the Commissioner
of Woods to whom the management of Dean Forest in
the County of Gloucester is for the time being assigned
of the one part and The Rural District Council
of East Dean and United Parishes (as the
Highway Authority for the time being having jurisdiction
a Commissioner over the Townships of East Dean) of the other part.

Whereas by the East and West Dean (Highways)
Act 1883 it was provided that it should be lawful for
the Commissioners of Woods and the Rural Sanitary
Authorities or other Highway Authorities for the time being
having jurisdiction over the Townships of East Dean
and West Dean respectively from time to time to make
and carry into effect agreements concerning the execution
and expenses of the repair and maintenance of any
highways or roads made or to be made within those
respective Townships other than roads which had already
ceased or should at any time thereafter cease to be
highways or roads made or to be made wholly or in part by the Commissioners of Woods
and should after a date to be fixed by the Agreement
become repairable by the inhabitants of the Township
and be maintained as a highway accordingly and
that any such Agreement might also contain any other
terms conditions or provisions that might be agreed on
between the Commissioners of Woods and the Rural
Sanitary Authority or other Highway Authorities and
should be effectual as if it had been expressly sanctioned
by the Act and that any powers and duties of the
Commissioners of Woods under the Act might be exercised
and performed by the Commissioner to whom the
management of the Forest of Dean was for the time
being assigned.

And whereas it has been agreed that the road



hereinafter mentioned shall be put into repair or made by the Commissioners of Woods as hereinafter provided

Now these presents witness and the said Edward Stafford Howard as such Commissioner as aforesaid and the Rural District Council of East Dean and United Parishes (as the Highway Authority for the time being having jurisdiction over the Township of East Dean) hereby mutually agree as follows that is to say:

1. A road to be known as Joys Green Road shown on the plan annexed hereto by a red dotted line shall be put into repair or made by the Commissioners of Woods of the average width of thirteen feet and upon the completion of such road the Commissioners of Woods shall sign a Certificate thereof in duplicate and serve one copy thereof upon the Clerk to the Highway Authority within seven days thereafter.
2. The date after which such road shall become reparable by the inhabitants of the Township of East Dean and be maintained as a highway accordingly shall be the date of the Certificate of the Commissioners of Woods that such road has been put into repair or made by them as aforesaid.

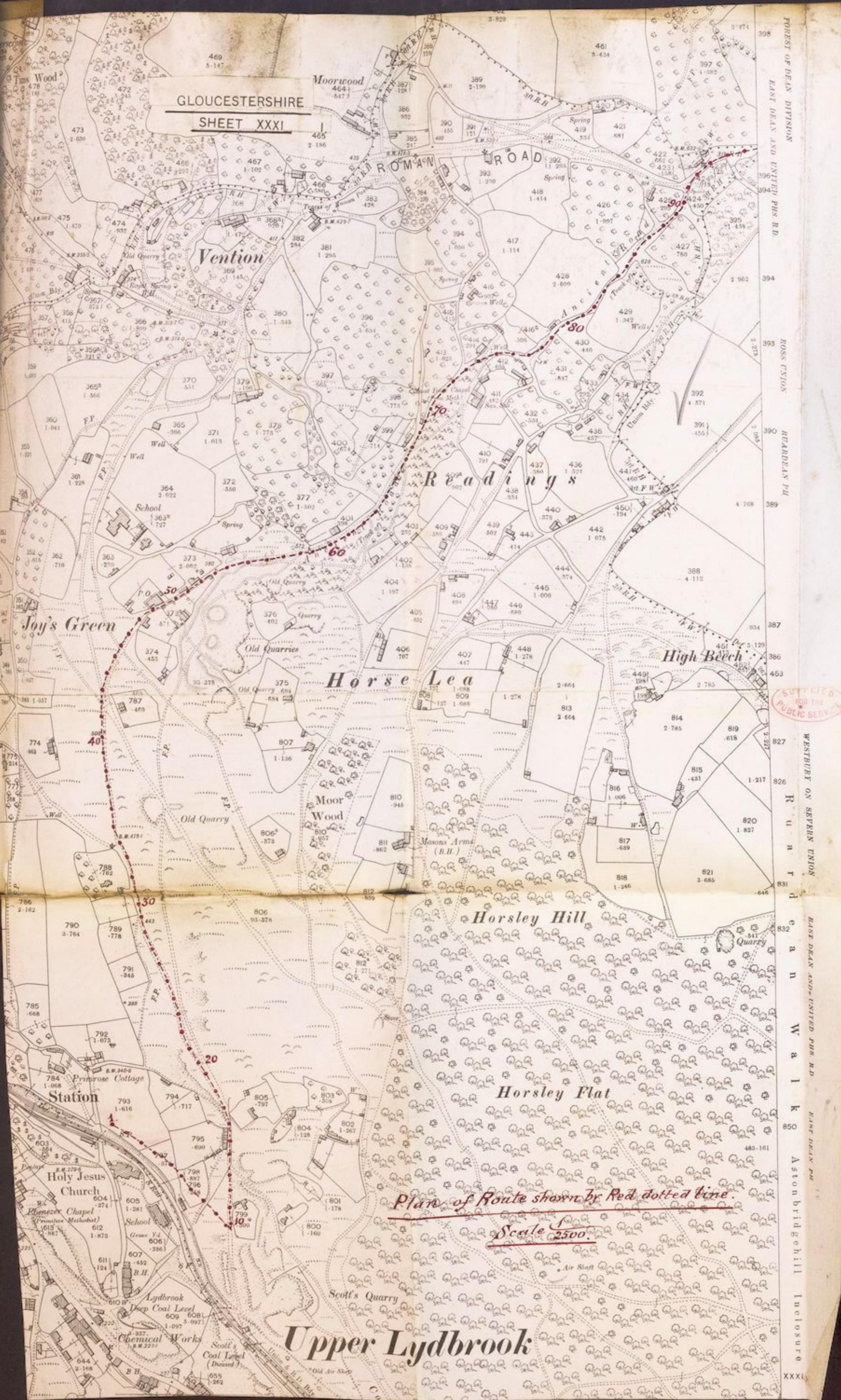
And the said Edward Stafford Howard doth hereby direct that this Deed shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Inquisitions and the filing or making an entry of such deposit by the Keeper of the said Records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

In witness whereof the said Edward Stafford Howard has hereunto set his hand and seal and the Rural District Council of East Dean and United Parishes have caused their common Seal to be hereunto affixed the day of 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.
London. Sw.

E. Stafford Howard. (L.S.)



The Common Seal of the Rural District Council of East Dean and United Parishes was hereunto affixed at a Meeting of the Council duly held on the sixt^h day of November One thousand nine hundred and seven by

William Constance, Chairman
in the presence of

Maurice F. Carter
Solicitor.

Tewham, Glos.

Clerk to the Council.

Seal

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

G. J. Hancock

Assistant Keeper of the Records

10th December, 1907.

dj

File 18

Dated 18th Dec

Dean 3

C. Stafford
GB a comm
Woods &c.

to
Mr. Ha

Seal
of Cottage
Buildings
Walk.

commencem
Term
expires 5th

Rent 10/-

1237

File 897 to

Sched' 1907-8

Dated 18th December 1907.

Dean Forest.

E. Stafford Howard Esq.
CB a Commissioner of
Woods &c.to
Mr. HarrisonLease
of Cottage Land and
Buildings in Blakemey
Walk.commencing 5 April 1907.
Term 7
expires 5th April 1914.

Rent 10/- per annum.

piece or parcel of land with the cottage thereon situate in the said Forest of Dean containing ten perches or thereabouts and more particularly delineated and shown on the plan drawn in the margin hereof and thereon coloured red Except and always reserved unto the King's Majesty His Heirs and Successors all timber and other trees and all mines and substrata whatsoever in under or upon the said demised land and premises To hold the said premises hereby demised unto the lessee from the fifth day of April One thousand nine hundred and seven for the term of Seven years Dying herefor unto the King's Majesty His Heirs and Successors the clear yearly rent of Ten shillings by equal half yearly payments on the tenth day of October and the fifth day of April in every year such rent to be paid to His Majesty's Deputy Surveyor of the said Forest of Dean free from all deductions except property tax and tithe rent charge the first half yearly

payable

payment of the said rent of ten shillings having become due on the tenth day of October one thousand nine hundred and seven 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 herein reserved upon the days and in the manner hereinbefore appointed for payment thereof.
2. To pay all rates taxes charges 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 in the rent charge alone excepted).
3. During the said term to repair and keep in as good and tenantable repair as the same are now in all the buildings now or hereafter erected on the said land and all the walls gates stiles posts rails rails hedges ditches and fences belonging thereto and at the end or sooner determination of the said term to surrender and yield up to the lessor (hereinafter defined) the said premises together with all fixtures thereto in such repair and condition.
4. To permit the lessor or his Agent at all reasonable times in the day time to enter into and upon the said premises to examine the state of repair 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 consistent with the last preceding covenant and notice thereof in writing shall be given to the lessee or left for her on the said premises then 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 in accordance with the said last preceding covenant.
5. At all times during the said term to keep all the buildings for the time being on the said land insured in some or one of the public fire insurance offices

in London approved of by the lessor in the joint names of the King's Majesty His Heirs and Successors and of the lessee in a sum or sums equal to three fourths at least of the full value thereof respectively And whenever required so to do to show to the lessor or to His Majesty's said Receiver the policy or policies of such insurance and the receipt or receipts for the premium or premiums of insurance in respect thereof for the current year And if such insurance or insurances shall not be effected or kept on foot or if the said policy or policies and receipt or receipts shall not be produced as aforesaid then the lessor may insure the said buildings or any of them in the amount hereinbefore mentioned or any less amount in such name or names as he may deem proper and the lessee will on demand repay to the lessor all monies paid by him for such purpose And all monies payable under any insurance or insurances shall immediately after the receipt thereof be applied in rebuilding and reinstating the building or buildings in respect of which the same shall be paid to the satisfaction of the lessor according to such plan as the lessor may by writing approve of And in case the monies so received shall not be sufficient for that purpose the lessee will make good the amount of every such deficiency.

6. Provided also and these presents are upon the express condition that if the said rent 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 covenant and conditions hereinbefore contained or any of them then it shall be lawful for the lessor to reenter into and upon the said demised premises and to take and retain possession thereof as fully and effectually in all respects as if these presents had never been made.

7. Provided always and it is hereby agreed and declared that the term "lessor" herein means the King's Majesty His Heirs successors and assigns or so long as the reversion of the demised premises is vested in the Crown the Commissioners or Commissioners of Woods or other the

person

in London approved of by the lessor in the joint names of the King's Majesty His Heirs and Successors and of the lessee in a sum or sums equal to three fourths at least of the full value thereof respectively And whenever required so to do to show to the lessor or to His Majesty's said Receiver the policy or policies of such insurance and the receipt or receipts for the premium or premiums of insurance in respect thereof for the current year And if such insurance or insurance shall not be effected or kept on foot or if the said policy or policies and receipt or receipts shall not be produced as aforesaid then the lessor may insure the said buildings or any of them in the amount hereinbefore mentioned or any less amount in such name or names as he may deem proper and the lessor's lessor all monies paid by all monies payable under any all immediately after the rebuilding and reinstating respect of which the same action of the lessor according to by writing approve of And it all not be sufficient for that good the amount of every such

05.39.11.

will on demand return the sum for such purpose and insurance or insurances of receipt thereof be applied in rebuilding or building in such case as the lessor may require the lessor shall make up the deficiency.

Provided also and
condition Red. 10 Perches.

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

re presents are upon the express contract shall be unpaid for the space or of the days hereinbefore same or if the lessee shall make default in the performance of the covenant and conditions hereinbefore contained or any of them then it shall be lawful for the lessor to reenter into and upon the said demised premises and to take and retain possession thereof as fully and effectually in all respects as if those presents had never been made.

Provided always and it is hereby agreed and declared that the term "lessor" herein means the King's Majesty His Heirs successors and assigns or so long as the reversion of the demised premises is vested in the Crown the Commissioners or Commissioners of Woods or other the

person

File 89

Dated 5th

Forest

E. Stafford Howard
a Commissioner
Majesty's W.

Mr. G. J. Pe

Leas

off girdston
No. 705.commencing
Term of year
Expires 29th

certam Re

Royalty 4d.
2240 l.egs
No
of
if
ope
bu
ly
ma
pe
dg
fo
lio
ren

person or persons for the time being entitled by law
to the management and direction thereof and the term
"lessee" shall include her 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 hereof
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 } E. Stafford Howard (LS)
Stafford Howard in the
presence of
Henry Barnesford Pierce Major
Blinhurst,
Hereford.

Signed sealed and delivered
by the above named Hannah } Hannah Sophia Harrison (LS)
Sophia Harrison in the
presence of F. H. Gosling
Lydney.
Breeders Manager.

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

G. J. Hancock.
Assistant Keeper of the Records.

2nd January 1908.

+8

Schedule 1907

File 8986

Dated 5th December 1907.

Forest of Dean

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

to
Mr. J. F. Perkins.

lease
of limestone quarry
No. 705.

commencing 29 Sept 1907.
Term of years. 5
Expires 29 Sept 1912.

Current Rent £5 per annum

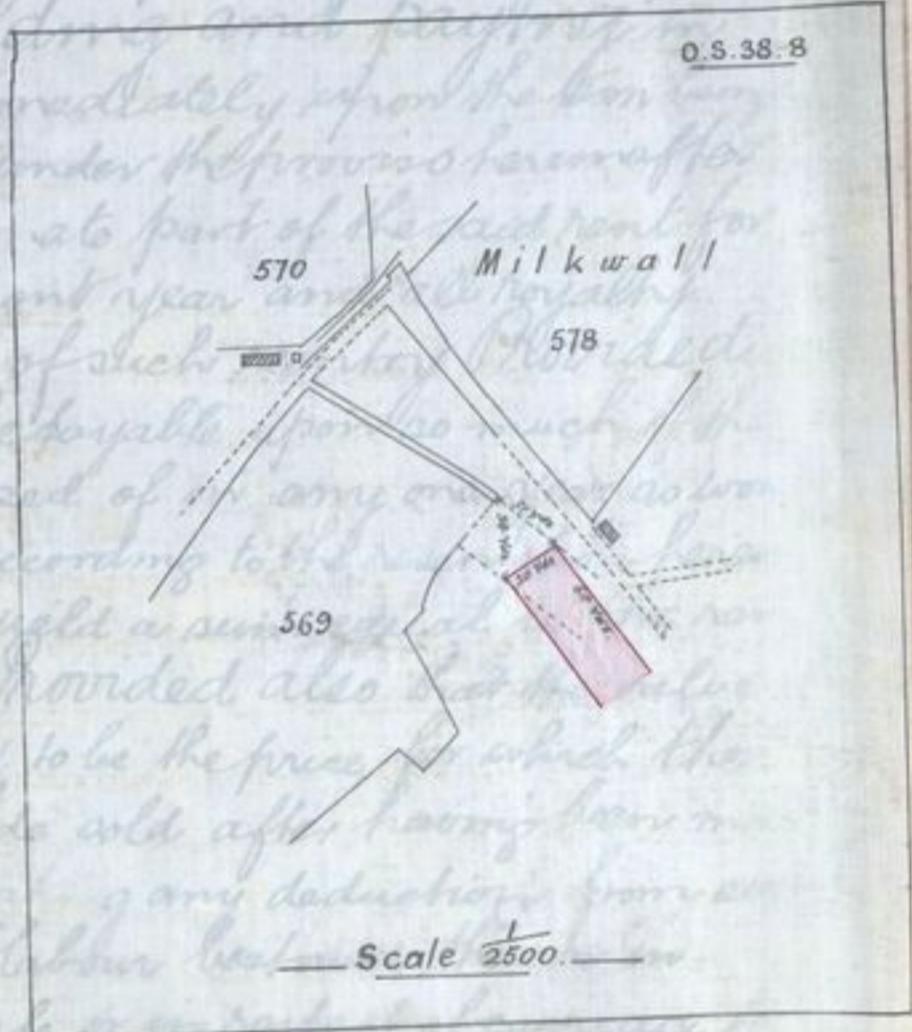
Royalty 4d. per ton of
2240 lbs.

east corner of a piece of land No. 569 on Ordnance Sheet
map and the South West angle of quarry is at a distance
of thirty four yards from the south east corner of the piece
of land before mentioned and is bounded on all sides by
open Forest and numbered 705 in the Deputy Surveyor's
Quarry Lease Books which Quarry ground is more particula-
rly delineated and described on the plan drawn in the
margin of these presents and is thereon coloured red to
hold the said quarry unto the lessee from the twenty ninth
day of September One thousand nine hundred and seven
for the term of Five years Yielding and paying unto
His Majesty His Heirs and Successors Wherefor the clear yearly
rent of Five Pounds such rent and the royalty hereinafter

reserved

reserved to be paid to the Crown Receiver for the Forest
 of Dean on the twenty ninth day of September in every
 year free from all deductions (except landlords Property
 Tax) And also yielding and paying to
 His Majesty His Heirs and Successors a royalty of Four
 pence per ton of Two thousand two hundred and forty
 pounds avoirdupois of the value of all stone gotten from
 the said Quarry and sold used or otherwise disposed
 of such royalty to be paid on the said twenty ninth
 day of September in every year for and in respect
 of the stone sold used or disposed of during the preceding
 year And also yielding and paying in
 the event of and immediately upon the sum 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 royalties
 accrued up to the day of such reentry Provided
 that no royalty shall be payable upon so much of the
 stone sold used or disposed of in any one year as would
 be sufficient in value according to the reservation herein
 before contained to yield a sum equal to the rent
 payable for such year Provided also that the value of
 the stone shall be deemed to be the price for which the
 same shall be bona fide sold after having been 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 other master
 whatsoever except that the cost of carriage from the said
 quarry or from any yards works or premises of the
 lessee as the case may be to the place of delivery to a
 purchaser shall be allowed where such cost is included
 in the sale price And in the event of the stone being
 used or disposed of otherwise than by sale the value
 shall be deemed to be the general market price in the
 Forest of Dean at the date that the stone was so used or
 disposed of without allowance of any deduction
 whatsoever and if there shall be any dispute as to

reserved to be paid to the Crown Receiver for the Forest of Dean on the twenty ninth day of September in every year free from all deductions (except landlords' Property Tax) And also yielding and paying to His Majesty His Heirs and Successors a royalty of four pence per ton of two thousand two hundred and forty pounds avoirdupois of the value of all stone gotten from the said quarry and sold used or otherwise disposed of such royalty to be paid on the said twenty ninth day of September every year for and during the term of the stone sold used or disposed of during the same year And also the event of and determined by recompence contained a proportionate part of the current year and the fraction of the accrued up to the time of such payment shall be payable for such year according to the scale of 2500 feet per acre provided also that the price to be paid for the stone shall be determined by the general market price in the Forest of Dean at the date that the stone was so used or disposed of without allowance of any deduction whatsoever and if there shall be any dispute as to



quarry or from any yards works or premises of the lessee as the case may be to the place of delivery to a purchaser shall be allowed where such cost is included in the sale price And in the event of the stone being used or disposed of otherwise than by sale the value shall be deemed to be the general market price in the Forest of Dean at the date that the stone was so used or disposed of without allowance of any deduction whatsoever and if there shall be any dispute as to

for the Forest
ember in every
andlord's Property
ayng to
alts of Four
and forty
one gotten from
erwise disposed
twenty ninth

0.5.38-8

Milkwall

578



2500.

remises of the
Delivery to a
st is included
stone being
the value
price in the
so used or
reduction
ute as to

what was the general market price at such date such dispute
shall be determined by the Crown's Chief Mineral Inspector for the
time being whose decision shall be final and binding on all
parties. And the lessee hereby covenants with His Majesty His
Heirs and Successors in manner following that is to say:

1. To pay unto His Majesty His Heirs and Successors the said rent
and royalty hereby reserved at the time and in the manner
hereinbefore mentioned for payment thereof without any deduc-
tion 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
Minning 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 lime
kiln for burning the stone raised from the said quarry and
a cabin for sharpening or depositing therein quarrying imple-
ments which cabin shall not on any pretence or for any
cause or reason be used or occupied as a dwellinghouse or for
any purpose other than for sharpening and depositing therein
implements necessary for working and carrying on the said
quarry.
5. To fence round in a proper and substantial manner
to the satisfaction of the lessor all and singular the pits
and openings which shall be made or worked under or by
virtue of these presents and to erect and set up within six
months from the date hereof all such boundary stones at
each angle of the site of the said quarry and also all such
gates posts pales and other defences around or about the said
quarry as shall be necessary or as shall be required by the lessor
for the better defining and identifying the said quarry and

for

- 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 at least four good and able bodied quarrymen and workmen to work manage and carry on the said quarry in a fair workmanlike and proper manner to the satisfaction of the lessor and not at any time to commit or suffer within the said quarry any wilful or negligent act whereby the mines and seams of coal and iron thereunder or thereto adjacent and not comprised in this demise may be damaged by or overcharged with water or whereby the working of any such mines or seams may be impeded or prevented and if at any time any excavation or borings made by the lessee in working the said quarry shall reach a depth which in the opinion of the Crown's Chief Mineral Inspector may involve a risk of letting water into any such mine or seam and notice thereof shall be given to the lessee or left for him upon the said quarry then the lessee will immediately cease making any further excavation or boring in such place or places as may be specified in such 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 at all reasonable times with or without workmen or assistants to enter into and upon the said quarry works and premises and inspect and examine the state and condition thereof and to render every reasonable assistance to the lessor his agents and workmen or assistants in the examination aforesaid when required and before

commencemg

commencing to remove any topsoil given to the lessor or his Agent seven days previous notice in writing of his the lessee's intention so to do.

8. To keep legible books of account with correct entries of the quantities of the stone gotten from the said quarry and of the persons to or by whom and the times and prices at or for which the same shall be sold used or disposed of and at all times ~~the same~~ 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 explanation that may be required in relation thereto.
9. 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 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 therewi if the lessor shall so require the names of the persons to or by whom and the times and prices (if any) at and for which the same respectively shall have been sold used or disposed of or if the circumstances shall so require a statement that none of the stone hereby demised has during the preceding year or such other time as aforesaid been gotten and sold used or otherwise disposed of every such account being if required first verified by a Statutory Declaration by the lessee or his chief or only agent for the time being and within the same periods and at such other time as aforesaid to deliver if required to the lessor a correct plan and measurement signed by the lessee or his chief or only Agent of the actual area of the lands from which the said stone shall have been gotten as aforesaid and of the workings and cuttings of and in the said quarry distinctly showing the course and extent thereof and also to keep a like plan and measurement at the quarry or works or at the office belonging thereto and

permit

n trespassing
times during
ntal repair
d other defences
ub cut lop or
es or other tree
near the said

rom the said
d able bodied
nage and carry
like and
ssor and not
he said quarry
nes and seams
djaent and
damaged by
working of
ed or prevented
ings made by
ll reach a
nows chief
of letting work
ce thereof
in upon the
diably cease
ring in such
such notice but
i or not shall
lity in respect
d.

e times with
enter into and
ies and inspect
is thereof
tance to the
ants in the
ied and before

commencing

permit the lessor and his agent at all times to inspect
the same.

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

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

12. Provided always and it is hereby agreed
that it shall be lawful for the lessor or the lessee
to determine the term hereby granted at the expiration
of the first or any subsequent year thereof giving
notice in writing of such purpose to the other of them
at least six calendar months before the expiration
of such first or other subsequent year of the said term
and if such notice shall proceed from the lessor
the same may be delivered or sent by post to the lessee
at his usual or last known place of residence or
business and if the said notice shall proceed from
the lessee the same may be sent by post to or left
at the Office in London for the time being of the
Commissioners of Woods.

13. Provided always that if the rent or royalty
hereby reserved or any part thereof shall be in arrear
for twenty days or if there shall be a breach of any of
the covenants conditions or agreements in these presents
contained or in any of the said rules and regulations
annexed to the Award of the said Dean Forest Mining
Commissioners hereinbefore mentioned which on the
part of the lessee are or ought to be observed or
performed or if 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

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

14. Provided lastly and it is hereby agreed and declared that the term "lessor" herein means the King's Majesty His Heirs Successors and Assigns or so long as the reversion of the demised premises is vested in the Crown the Commissioners or Commissioners of Woods or other the person or persons for the time being entitled by law to the management and direction hereof 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 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 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
London S.W.

E. Stafford Howard.

(E.S.)

shall

Signed sealed and delivered
by the above named Philip
John Perkins in the presence
of James Garsworthy
Bullockwall, Jr. Coleford
Glos.
Quarry Manager.

P. J. Perkins *(Signature)*



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. F. Handcock.
Assistant Keeper of the Records.

18 December 1907.

df

The portion enclosed re-

Pursuant

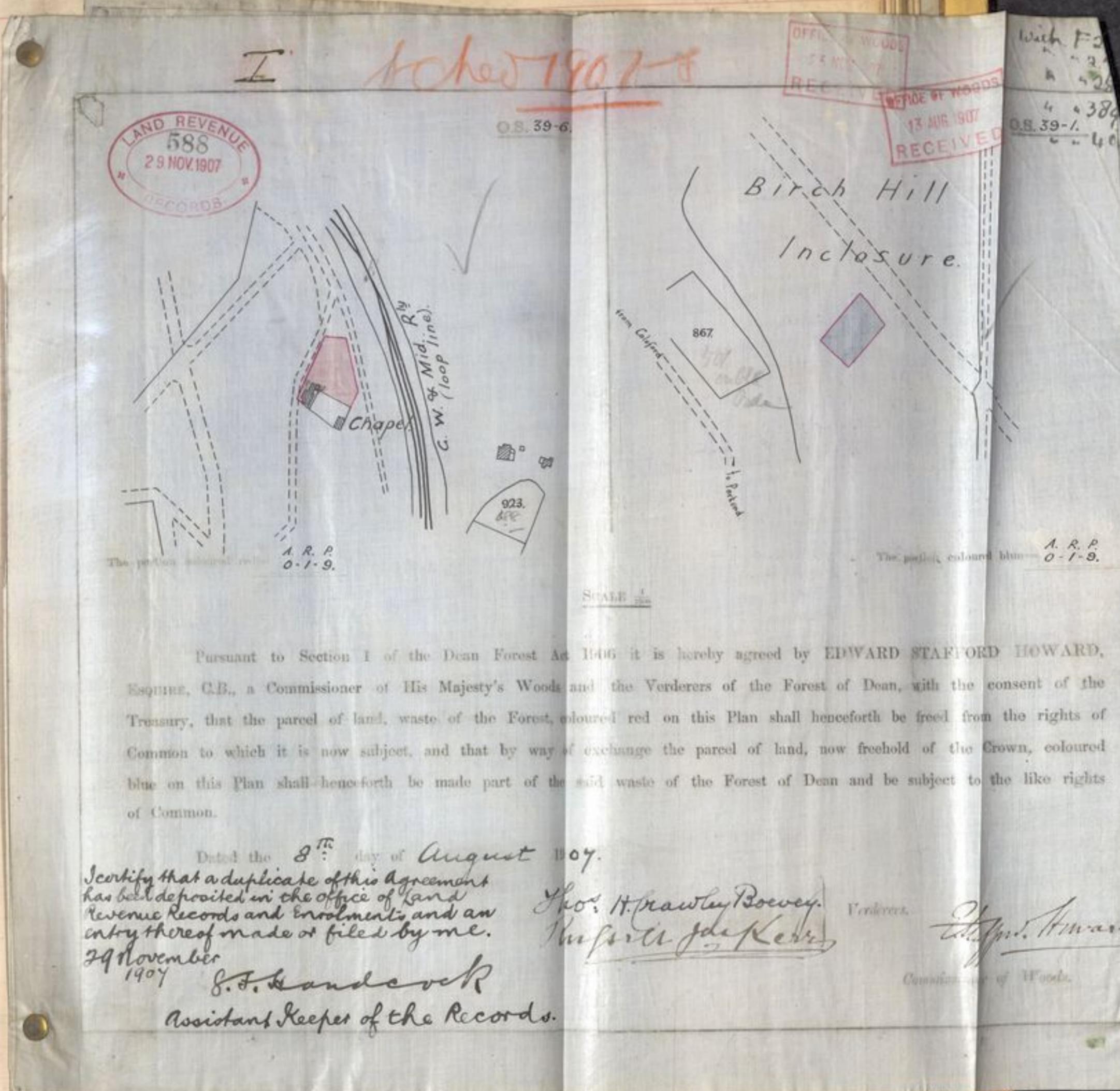
Esquire, C.B.,
Treasury, that the
Common to which
the line on this Pl
of Common.

Dated

I certify that a du
has been deposited
Revenue Records.
entry thereof on
29 November
1907

G. F. H.

Assista



II

Sched 1907



The portion coloured

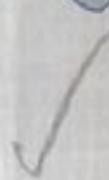
A.R.P.
O.I.G.

O.S. 39-6.

O.S. 39-1.

Birch Hill
Inclosure.

662



W.M. Feb 7/1
" " 2753/1
" " 2653/1
" " 3895/1
" " 1494/1
" " 107

The portions coloured blue — A.R.P.
O.I.G.

SCALE

Pursuant to Section 1 of the Dean Forest Act 1906 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 parcels 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 8th day of August, 1907.
I certify that a duplicate of this agreement has been deposited in the office of Land Revenue Records and enrolments and an entry thereof made or filed by me,
29 November 1907. J.S. Sandcock

Assistant Keeper of the Records.

August, 1907.

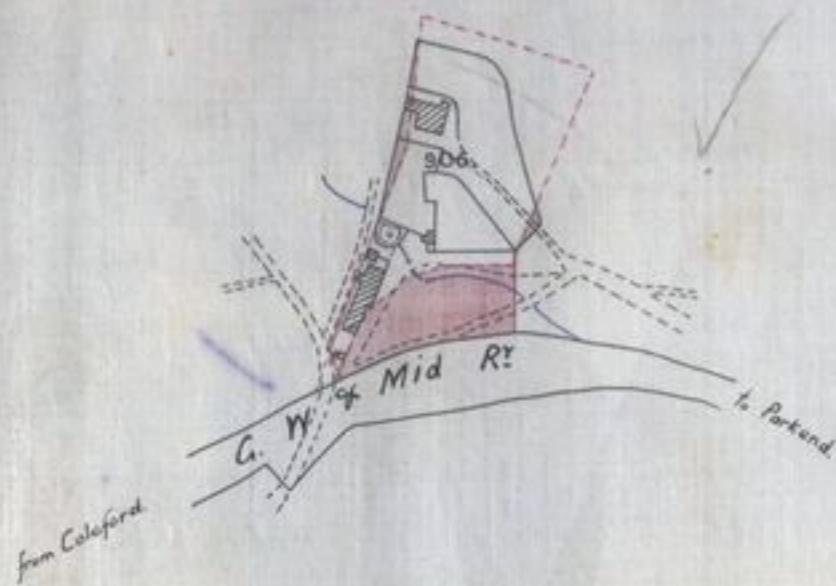
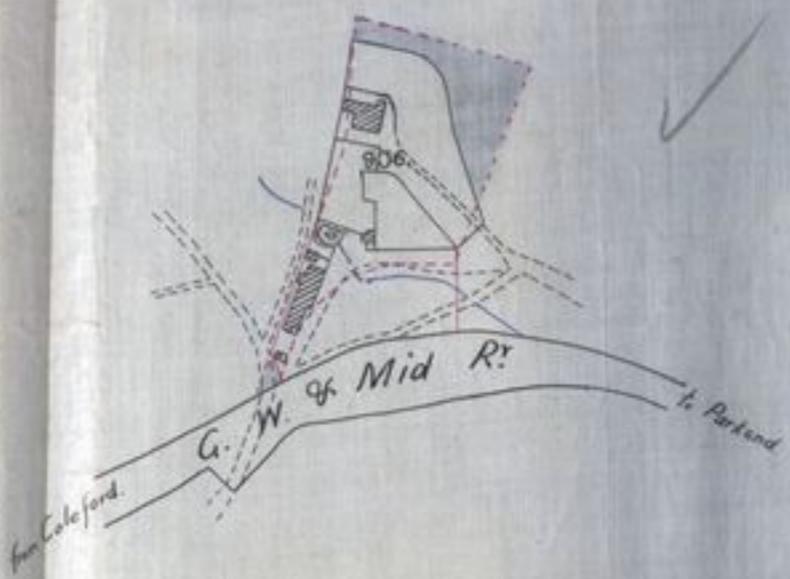
Tho. H. Crawley Boocoy.
Russell Parkers,

Verderers.

Edward Stafford Howard
Commissioner of Woods.

IIISept 1907

O.S. 39-539.

The portion coloured red — *A.R.P.*
O-1-20.The portion coloured blue — *A.R.P.*
O-1-20.

SCALE

Pursuant to Section I of the Dean Forest Act 1906 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 8th day of August, 1907

I certify that a duplicate of this Agreement has been deposited in the Office of Land Revenue Records and Enrolments and an entry thereof made or filed by me.
29 November
1907.

J.T. Handcock
Assistant Keeper of the Records.

Thos H. Crowley -
Rector
Verderer

Verderer.

Edward Howard
Commissioner of Woods.