

Sched. A / 1908.9

Dated 10 July 1908

Dean Forest

E. Stafford Howard Esq  
L.B a Commr of  
H. m Woods &  
to

M<sup>r</sup> David Adams

Lease

of a Limestone Quarry within  
in Stapledge in  
Blakeney Walk

Commencing 25 March  
1908

Term

Expires 25<sup>th</sup> March  
1915

Certain Rent £8 per  
annum

Royalty 3<sup>d</sup> per ton  
on Stone 6<sup>d</sup> per  
ton on Lime

This Indenture made the 10<sup>th</sup> day of July 1908 Between  
The King's Most Excellent Majesty of the 1<sup>st</sup> part Edward  
Stafford Howard Esquire L.B the Commr of His Majesty's Woods  
in charge of the premises hereby demised and Saveller of the Royal  
Forest of Dean of the 2<sup>nd</sup> part and David Adams of Blakeney  
in the County of Gloucester Freeman (hereinafter called "the Lessee")  
of the 3<sup>rd</sup> part Witnesseth that in consideration of the rent and  
royalties hereinafter reserved and of the covenants hereinafter contained  
the said Edward Stafford Howard as such Commr as aforesaid on  
behalf of His Majesty Doth demise and lease unto the Lessee  
All and singular the quarries beds and veins of stone  
of a Limestone Quarry within All that Limestone Quarry situate in Staple Edge near  
Howbeach Valley in Blakeney Walk in the Forest of Dean and County  
of Gloucester being the length of 20 yards and numbered 478 in the  
Deputy Surveyor's Quarry Lease Book no 3 which quarry ground is  
more particularly delineated and described on the plan drawn in  
the margin of these presents and is thereon colored red To hold  
the said quarry unto the Lessee from the 25<sup>th</sup> day of March 1908.  
for the term of 7 years Paying unto His Majesty His Heirs and  
Successors therefor the clear yearly rent of £8 = such rent and  
the royalty hereinafter reserved to be paid to the Crown Receiver  
for the said Forest on the 25<sup>th</sup> day of March in every year free  
from all deductions (except Landlords Property Tax) And also  
Paying to His Majesty His Heirs & Successors during the said  
term a royalty of 3<sup>d</sup> per ton of 2240 pounds avoirdupois on all  
stone gotten from the said quarry and sold used or otherwise  
disposed of except limestone made into lime at the said Quarry  
And also during the said term paying to His Majesty His  
Heirs and Successors a royalty of 6<sup>d</sup> for every like ton on all  
lime made or produced by the Lessee from stone gotten from  
the said quarry such royalties to be paid on the said 25<sup>th</sup> day  
of March in every year for and in respect of the stone sold  
used or disposed of and the lime made or produced 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.

Plan with map for draft of lease

of July 1908 Between  
 1st part Edward  
 His Majesty's Woods  
 Traveller of the Royal  
 Arms of Blakeney  
 (called "the Lessee")  
 in of the rent and  
 hereinafter contained  
 as aforesaid on  
 unto the Lessee  
 veins of stone  
 Staple Edge near  
 Dean and County  
 bered 478 in the  
 arry ground is  
 e plan drawn in  
 ed red To hold  
 ay of March 1908.  
 apity His Heirs and  
 such rent and  
 Crown Receiver  
 every year free  
 x) And also  
 during the said  
 voidupois on all  
 or otherwise  
 the said Quarry  
 Majesty His  
 like ton on all  
 stone gotten from  
 e said 25<sup>th</sup> day  
 e stone sold  
 eed during the  
 event of and  
 by reentry  
 ortionate part  
 t year and

all.

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 and on the lime made or produced as aforesaid in any one year as would be sufficient in value according to the reservation hereinbefore contained to yield a sum equal to the rent payable for such year. And the Lessee hereby covenants with His Majesty His Heirs & Successors in manner following that is to say: -

- 1 To pay unto His Majesty His Heirs & 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 Landlords Property Tax)
- 3 To abide by fulfil and keep all and singular the rules and regulations set forth in the Award of the Dean Forest Mining Commissioners relating to quarries in the said Forest made pursuant to the Act of Parliament 1<sup>st</sup> and 2<sup>nd</sup> Victoria Chapter 43.
- 4 Not at any time during the said term to cultivate the said quarry hereby demised or use the same or any part thereof for any purpose whatsoever other than as a stone quarry and not to erect or make any building thereon in addition to the existing lime kiln for burning the stone raised from the said quarry and cabins for sharpening or or depositing therein quarrying implements which cabins shall not on any pretence or for any cause or reason be used or occupied as or dwelling houses or for any purpose other than for sharpening and or 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 (the term Lessor being hereinafter defined) and at the end or sooner determination of the said term to leave properly fenced in to such satisfaction as aforesaid 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

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and

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~~ 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 store growing on or near the said premises or any part thereof

6 To search for and dig forth with 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 according to the best method of working quarries of the like nature in the said Forest

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

8 Before beginning to remove any top soil to give to the Deputy Saveller for the said Forest seven days notice in writing of his the Lessee's intention so to do

9 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

consequence of the working and carrying on the said quarry such value to be determined by the Deputy Surveyor for the time being of the said Forest whose decision shall be conclusive and binding upon the Lessee and also to make reasonable and fair compensation to every person lawfully entitled thereto on account of any injury or damage sustained by him by reason or in consequence of the said works or of the exercise of the powers hereby granted and indemnify the King's Majesty His Heirs and Successors from all actions claims and demands on account of any such injury or damage

10 To keep legible books of account with correct entries of the quantities of the stone gotten from the said quarry and of the lime manufactured or produced by the Lessee from 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

11 To deliver to the Lessor or to His Majesty's said Receiver within ten days next after the 25<sup>th</sup> day of March in each year and at such times during the said term as the Lessor shall in writing require the same and also within ten days after the expiration or sooner determination of the said term a correct and legible account in writing specifying and distinguishing as aforesaid of the quantity of stone which during the preceding year and such other time as shall be required by such notice as aforesaid shall have been gotten and of the lime manufactured or produced by the Lessee from stone gotten from the said Quarry 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 or for which the same respectively shall have been sold used or otherwise disposed of or if the circumstances shall so require a statement that none of the stone hereby demised has during the preceding year or such other time as aforesaid been gotten and sold used or otherwise disposed of every such account being if required first verified by a Statutory Declaration by the Lessee or his chief or only Agent for the time being And within the same periods and at such other 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 r measurement at the quarry or works or at the Office belonging thereto and permit the Lessor and his Agent at all times to inspect the same

12 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

13 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

14 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 or giving notice in writing of such purpose to the other of them at least 6 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 Commo<sup>r</sup> of Woods

15 Provided always that if the rent or royalty hereby reserved or any part thereof shall be in arrear for 20 days or if there shall be a breach of any of the covenants conditions or agreements in r these presents contained or in any of the said rules and regulations annexed to the Award of the said Dean Forest Mining Commo<sup>r</sup> hereinbefore mentioned which on the part of the Lessee are or ought to be observed or performed or if the Lessee or any company being Assignees of these presents shall be wound up except for purposes of reconstruction or if a Receiver in Bankruptcy of his Estate shall be appointed or a Receiving Order made against

him

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 or 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.

16. 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 Commo<sup>r</sup> or Commo<sup>r</sup> of Woods or other the person or persons for the time being entitled by law to the management and direction thereof and that the term "Lessee" shall include his executor administrators & assigns

17. And the said Edward Stafford Howard doth hereby direct that this Deed shall be deemed to be fully and sufficiently intolled by the deposit of a duplicate thereof in the Office of Land Revenue Records & 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 2<sup>nd</sup> & 3<sup>rd</sup> parts have hereunto set their hands & seals the day & year first above written

Signed Sealed & Delivered by the above }  
named Edward Stafford Howard in } E Stafford Howard  
the presence of }  
Ls

Chas. E. Hawlett  
Office of Woods  
London, SW

Signed Sealed & Delivered by the above }  
named David Adams in the presence of } David Adams

William A. Willetts  
Blakeney  
~~Act~~ <sup>Act</sup> Surveyor of Armes

Ls

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

G. F. Handcock  
Actl Keeper of the Records

16 July 1908

Sched 1908-9

Dated 16 July 1908

Dean Forest

& Stafford Howard Esq part  
a Commr of Woods & Soleford

and  
Mr James Jones

Deed of Exchange  
of Land at Broad-  
well Lane End in  
Worcester Walk

& W.L.B. p.

Q Convey No 889

This Indenture made the 16<sup>th</sup> day of July 1908 Between The King's Most Excellent Majesty of the 1<sup>st</sup> part Edward Stafford Howard Esquire C.B. the Commr of Woods in charge of the Land Revenues of the Crown in the Forest of Dean in the County of Gloucester of the 2<sup>nd</sup> part and James Jones of Machen Road Broadwell Lane End near a Commr of Woods & Soleford in the said County of Gloucester Quarryman of the 3<sup>rd</sup> part

Whereas by a Deed of Conveyance dated the 16<sup>th</sup> day of December 1907 and made between the same parties as are parties hereto a piece of land containing 27 perches and one quarter of another perch or thereabouts

and therein more particularly described was for the consideration therein mentioned conveyed to the said James Jones in fee simple subject to the reservation of minerals therein contained And whereas since the date of such Conveyance part of the land on the South side so conveyed as aforesaid containing 5 perches has with the consent of the said James Jones been taken by the Crown for the purpose of a roadway thereby diminishing the frontage of the said land but no reconveyance to the Crown of the land so taken has been made

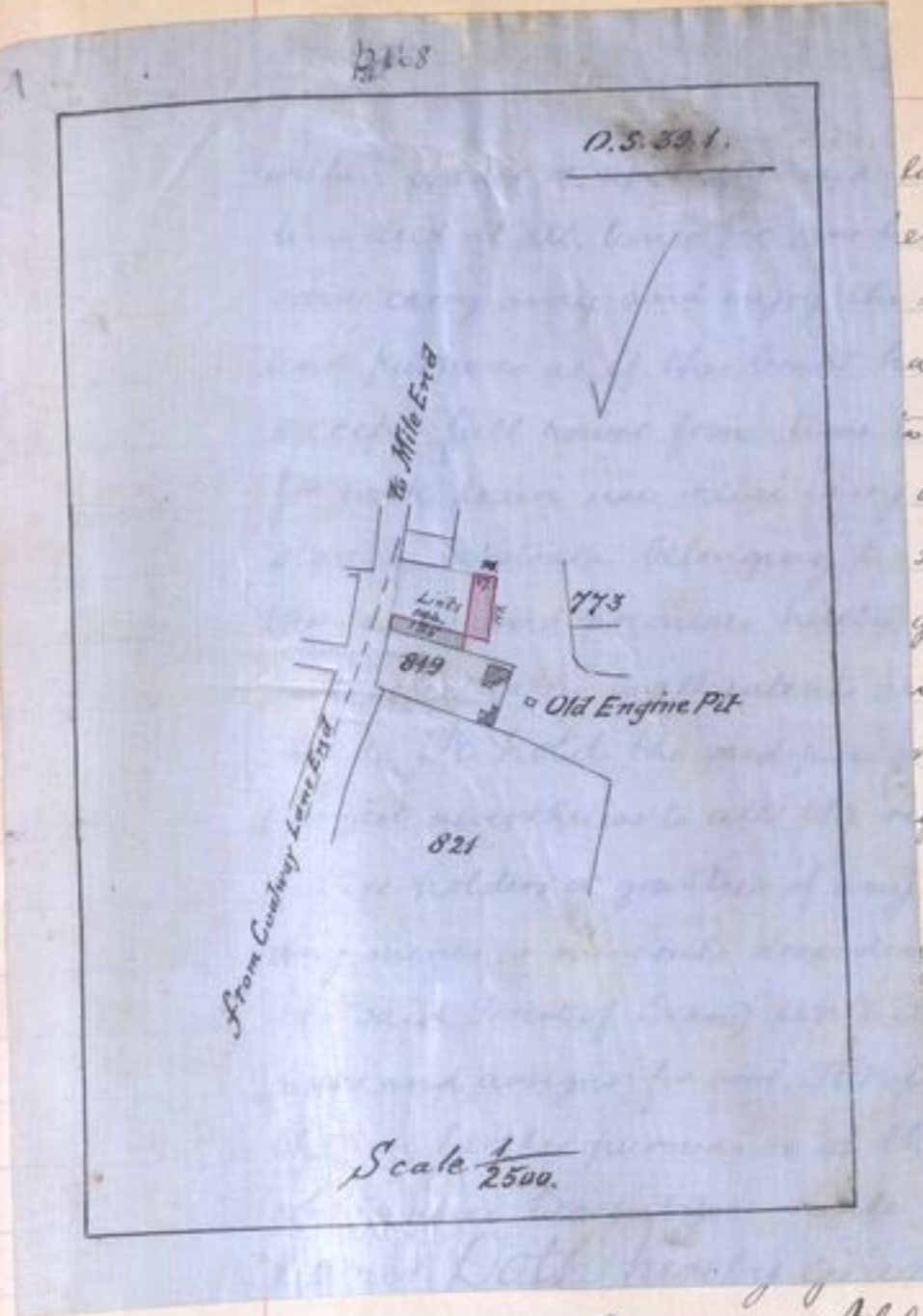
And whereas it has been arranged by and between the parties hereto that in consideration of the conveyance hereby intended to be made to His Majesty by the said James Jones of the site of the said roadway and of the erection by him of the wall hereinafter mentioned the said Edward Stafford Howard as such Commr as aforesaid shall on behalf of His Majesty grant and convey to the said James Jones in manner hereinafter appearing the piece of land belonging to His Majesty first hereinafter described Now this Indenture witnesseth that in pursuance of the premises and in consideration of the conveyance hereinafter made by the said James Jones He the said Edward Stafford Howard as such Commr as aforesaid in exercise of the powers of the Crown Lands Acts 1829 to 1906 and of all other powers in anywise enabling him in this behalf Doth on behalf of the King's Majesty grant and convey unto the said James Jones All that piece or parcel of land containing 7 perches or thereabouts situate at Broadwell Lane End in Worcester Walk in the said Forest of Dean more particularly delineated and described on the plan drawn in the margin of these presents and thereon colored red Save and except out of this Grant all mines minerals stone & other substrata whether of a metallic or of any other nature

within

within under or upon the said land & premises with full power from time to  
 time and at all times for ever hereafter to enter upon search for work use  
 raise carry away and enjoy the same as fully and effectually to all intents  
 and purposes as if this Grant had not been made And also Save and  
 except full power from time to time and at all times hereafter to search  
 for work 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 lands 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 piece or parcel of land and 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 licences of or concerning  
 any mines or minerals according to the laws customs and regulations of  
 the said Forest of Dean) unto and to the use of the said James Jones his  
 heirs and assigns for ever And this Indenture further witnesseth  
 that in further pursuance of the said Agreement and in consideration of the  
 conveyance hereinbefore made He the said James Jones as Beneficial  
 Owner Doth hereby grant and convey unto the King's Majesty  
 His Heirs and Successors All that piece or parcel of land containing  
 5 perches or thereabouts situate at Broadwell Lane End aforesaid part of  
 the premises comprised in the above recited conveyance to him and which  
 now forms part of the roadway on the South side of the said land  
 and which is more particularly delineated & described in the said plan  
 and thereon colored brown To hold the said piece or parcel of land  
 and premises last hereinbefore described unto and to the use of the  
 King's Majesty His Heirs and Successors in right of His Crown And  
 the said James Jones doth hereby for himself his heirs and assigns covenant  
 with His Majesty His Heirs & Successors to erect at his own expense within  
 one month from the date hereof and at all times thereafter maintain  
 in good order and condition a stone wall along and within the  
 southern boundary of the land so conveyed to him as aforesaid to the  
 satisfaction in all respects of the said Edward Stafford Howard and  
 that further and with 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 to him or any  
 part thereof and to bind such land & premises unto whosoever hands  
 the same may come he will not at any time hereafter erect any  
 further building or erection (except a boundary fence) on any part



Between The  
 Edward Stafford  
 the Land Revenues  
 of the 2nd  
 Lane End near  
 of the 3rd part  
 of December 1907  
 to a piece of land  
 or thereabouts  
 consideration  
 in fee simple  
 And whereas  
 the South side  
 the consent  
 the purpose of a  
 id land but  
 been made  
 between the parties  
 intended to be  
 site of the said  
 hereinafter mentioned  
 as aforesaid shall  
 James Jones in  
 going to His  
 tute witnesseth  
 ation of the  
 He the said  
 in exercise  
 of all other  
 h on behalf  
 e said James  
 of perches or  
 or walk in  
 and described  
 d thereon  
 mines minerals  
 other nature



land & premises with full power from time to  
 hereafter to enter upon search for work use  
 same as fully and effectually to all intents  
 had not been made And also Save and  
 to time and at all times hereafter to search  
 away and enjoy any other mines minerals  
 His Majesty and lying beyond the limits of  
 granted through or over the same as fully  
 and purposes as if this Grant had not been  
 parcel of land and premises hereby conveyed  
 rights powers and privileges of all present and  
 gales leases or licences of or concerning  
 to the laws customs and regulations of  
 and to the use of the said James Jones his  
 and this Indenture further witnesseth  
 the said Agreement and in consideration of the  
 He the said James Jones as Beneficial  
 doth hereby grant and convey unto the King's Majesty

His Heirs and Successors All that piece or parcel of land containing  
 5 perches or thereabouts situate at Broadwell Lane End aforesaid part of  
 the premises comprised in the above recited conveyance to him and which  
 now forms part of the roadway on the South side of the said land  
 and which is more particularly delineated & described in the said plan  
 and thereon colored brown To hold the said piece or parcel of land  
 and premises last hereinbefore described unto and to the use of the  
 King's Majesty His Heirs and Successors in right of the Crown And  
 the said James Jones doth hereby for himself his heirs and assigns covenant  
 with His Majesty His Heirs & Successors to erect at his own expense within  
 one month from the date hereof and at all times thereafter maintain  
 in good order and condition a stone wall along and within the  
 southern boundary of the land so conveyed to him as aforesaid to the  
 satisfaction in all respects of the said Edward Stafford Howard and  
 that further and with 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 to him or any  
 part thereof and to bind such land & premises into whatsoever hands  
 the same may come he will not at any time hereafter erect any  
 further building or erection (except a boundary fence) on any part

within

of

of the said land & premises hereby conveyed to him within 3 feet of the boundary of the said land & premises on the West side and within 6 feet of the boundary on the other sides thereof where such boundary adjoins land belonging to His Majesty His Heirs and Successors And will upon every conveyance Lease or other Assurance of the said land & premises or any part thereof give to the Purchaser Lessee or Grantee express notice of these covenants And the said Edward Stafford Howard doth hereby direct that this Deed shall be deemed to be fully & 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 or deposit by the Keeper of the said Records & Inrolments In witness whereof the said parties to these presents of the 2<sup>nd</sup> & 3<sup>rd</sup> parts have hereunto set their hands & seals the day and year first above written

Signed Sealed & Delivered by the  
above named Edward Stafford Howard } E Stafford Howard (Ls)  
in the presence of

Chas. E. Howlett

Office of Woods

(1 Whitehall Place) *see in register*  
London SW

Signed Sealed & Delivered by the above  
named James Jones in the presence of } James Jones (Ls)

A. Ambury

Shortstanding, nr Coleford, Gloucestershire  
Quarryman

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

1908

G. F. Handcock

24 July.

Asst Keeper of the Records

10/18

File 1.

Dated 28 Mar

Dean Forest

E. Stafford Howard

the Comr of

on behalf of

to

The Dulcote

Company

Licen

to maintain

use the water

Brook for

their works

Foundry

Commences

Term of

Expires 29

Rent £2

File 1205

Dated 28 May 1908

Dean Forest

Ed. Stafford Howard Esq. & Co.  
the Comr of HM Woods &  
on behalf of His Majesty

to

The Dulcote Leather Board  
Company Ltd

Licence

to maintain a Dam and  
use the water of Sewdley  
Brook for the purposes of  
their works at Sewdley  
Foundry

Commences 29 Sept 1908

Term of Years 5

Expires 29 Sept 1913

Rent £2

This Indenture made the 28<sup>th</sup> day of May 1908  
Between The King's Most Excellent Majesty of the 1<sup>st</sup>  
part Edward Stafford Howard Esquire & Co the Comr of  
His Majesty's Woods Forests & Land Revenues in charge of the Royal  
Forest of Dean in the County of Gloucester on behalf of His Majesty  
of the 2<sup>nd</sup> part and The Dulcote Leather Board Company  
Limited of Newnham in the said County of Gloucester (herein-  
after referred to as "the Company") of the 3<sup>rd</sup> part Whereas some  
years since a Dam was erected with the consent of the Gaveler  
of the said Forest on land in Littledean Walk in the said Forest  
so as to form a Mill Pond for the purpose of increasing the water  
power for the machinery at certain Works known as "Sewdley  
Foundry" in the said Forest which Works (hereinafter referred  
to as "the said Works") are now occupied and used by the  
Company for the Manufacture of Mill Board and other articles  
And whereas a portion of such Dam (the site & extent  
of which is shown by the line colored red between the points  
A & B on the plan drawn in the margin hereof) was erected  
on land belonging to His Majesty and the Company have  
applied to and requested the said Edward Stafford Howard  
as such Comr as aforesaid to grant them licence and

authority to maintain and use such Dam and to occupy with water and  
use as a Pond other land belonging to His Majesty shown on the said plan  
and thereon cross hatched blue for the purposes of the said Manufactory which  
the said Edward Stafford Howard on behalf of His Majesty hath agreed to  
do upon the terms & conditions and subject to the covenants hereinafter  
contained Now this Indenture witnesseth that in consideration of  
the premises and of the yearly rents covenants and conditions hereinafter  
reserved and contained and on the part of the Company their successors  
and assigns to be paid observed and performed He the said Edward  
Stafford Howard as such Comr as aforesaid by virtue and in exercise  
of all powers and authorities given to or vested in him or in any person  
enabling him in this behalf and so far as he lawfully can or may but  
not further or otherwise Doth by these presents for and on behalf of His  
Majesty give and grant unto the Company their successors and  
assigns licence and authority to maintain and use such portion  
of the said Dam as is erected on land belonging to His Majesty as aforesaid  
so as to form a Mill Pond for the purpose of increasing the water power for  
the machinery of the said Works aforesaid and to occupy with water and

use as a Pond the other land belonging to His Majesty shown on the said plan and thereon cross hatched blue for the purposes of the said manufactory but for no other purpose. To hold use exercise and enjoy the licence and authority hereby granted unto them the company their successors and assigns Subject nevertheless and without prejudice to all such rights (if any) as may now legally exist into upon or over Sewdley Brook and to the covenants and conditions as herein <sup>after</sup> ~~before~~ contained for the term of 5 years from the 29<sup>th</sup> day of September 1908 Paying unto His Majesty His Heirs Successors and Assigns for and during the continuance of this licence the yearly rent or sum of £2<sup>-</sup> by equal half yearly payments on the 25<sup>th</sup> day of March and the 29<sup>th</sup> day of September in every year without any deduction or abatement whatsoever the said rent to be paid to the Receiver of Rents for the time being of His Majesty's said Forest free and clear of all taxes rates charges assessments and impositions whatsoever And the company do hereby for themselves their successors & assigns covenant with the King's Majesty His Heirs Successors and Assigns as follows

- 1 To pay unto His Majesty His Heirs Successors or Assigns the said yearly rent of £2<sup>-</sup> at the times and in manner hereinbefore or appointed for payment thereof without any deduction or abatement whatsoever
- 2 To maintain and keep in good repair and condition at all times at their own expense the bridge over the said Brook at the place marked X on the said plan to the satisfaction of the Deputy Surveyor for the time being of the said Forest
- 3 At all times during the continuance of this licence to use and ~~or~~ appropriate the waters of the <sup>said</sup> ~~right~~ Brook for the purposes of the said works in a reasonable fair and proper manner and for no other purpose whatsoever and not in the exercise of the licence hereby granted to do any act whatever which may in any way damage injure or prejudice the lands works property rights or possessions of His Majesty His Heirs Successors or Assigns or of his or their grantees gallees licencees lessees or others having or to have lawful right to use the waters of the said Brook either before or after passing the said works
- 4 At their own costs and charges to cause or procure every

Assignment

Assign  
of His  
from  
entered  
alwa  
thereof

Land  
by m  
28  
1  
13

Assignment which may be made of this licence to be lodged in the office of His Majesty's Woods Forests and Land Revenues within 2 calendar months from the date thereof in order that a minute or docket thereof may be entered and to pay on demand the usual fee for such entry Provided always that if the said yearly rent of £2<sup>0</sup> hereby reserved or any part thereof shall be unpaid for the space of 40 days next after either of the days hereinbefore appointed for payment thereof or if the Company their successors or assigns shall not well and effectually perform and keep all and every the covenants and conditions herein contained and on their part to be observed and performed then and in any such case the licence hereby granted shall cease and be absolutely void anything herein contained to the contrary thereof in anywise notwithstanding 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 + Inrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Inrolments In witness whereof the said Edward Stafford Howard has hereunto set his hand and seal and the Company have caused their common seal to be affixed hereto the day and year first above written

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

E. Stafford Howard (Ls)

Chas. E. Howlett

Office of Woods

1, Whitehall Place

London S.W.

The seal of the above named Company  
was hereunto affixed in the presence of

William Emley }  
Robert Norton } Directors

Thomas James Coombs Secretary

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

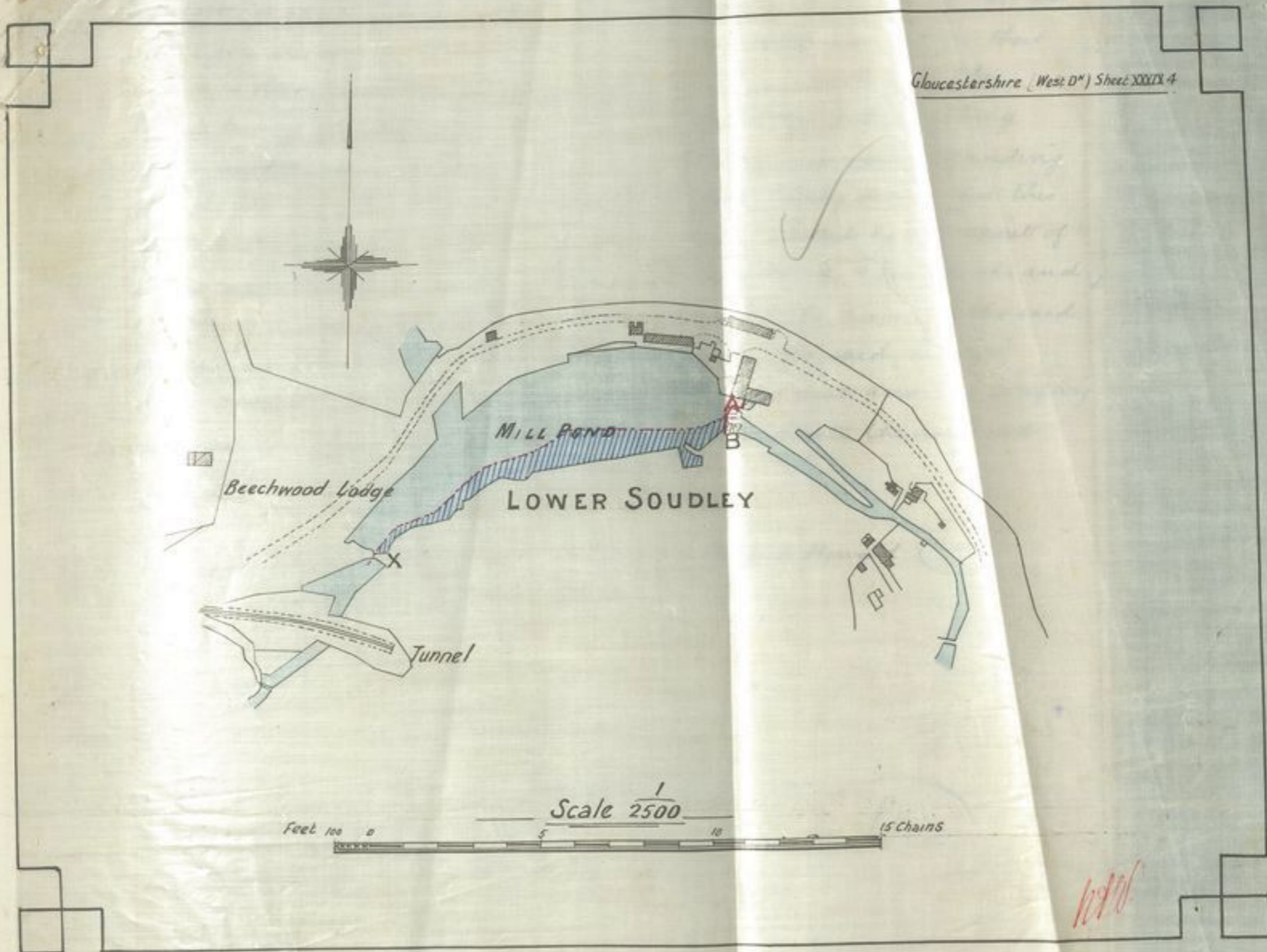
28 July

1908

G. J. Hancock

Asst. Keeper of the Records

Assignment which may be made of this licence to be lodged in the office of His Majesty's Woods, Forests and Land Revenues within 2 calendar months from the date thereof in order that a minute or docket thereof may be entered and to pay on demand the usual fee for such entry Provided always that if the said yearly rent of £2- hereby reserved or any part thereof shall be unpaid for the space of 40 days next after either of the



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

28 July  
1908

G. F. Handcock

Asst. Keeper of the Records

Sched. 1908-9

Dated 16<sup>th</sup> July 1908Dean ForestE. Stafford Howard Esq  
B.B a Commr of  
His Majesty's Woods  
toThe Fire Engine  
Colliery Co LtdLeaseof 28 perches of waste  
land at Steam Mills  
near Cinderford in  
the Forest of Dean to  
be held in connection  
with Old Fire Engine  
No 2 GaleCommencing 5 April  
1907  
Term 7  
Expires 5 April 1914Rent  $\frac{1}{2}$  - 7.0 per  
annum

This Indenture made the 16<sup>th</sup> day of July 1908 Between The King's Most Excellent Majesty of the 1<sup>st</sup> part Edward Stafford Howard Esquire B.B the Commr of His Majesty's Woods Forests and Land Revenue in charge of the premises hereby demised and Gaveller of the

Royal Forest of Dean of the 2<sup>nd</sup> part and The Fire Engine Colliery Company Limited of the Steam Mills near Cinderford in the County of Gloucester (hereinafter called 'the Lessees') of the 3<sup>rd</sup> part Witnesseth

that in consideration of the rent and covenants hereinafter reserved and contained The said Edward Stafford Howard as such Commr as aforesaid by virtue of every power enabling him so to do Doth by these presents demise and lease unto the Lessees All that piece or

parcel of land containing 28 perches or thereabouts situate at Steam Mills near Cinderford in the said Forest which said piece of land is

of 28 perches of waste part of the uninclosed waste land of the said Forest and is more particularly described on the plan drawn in the margin hereof and is thereon colored red Except and reserving out of this demise all

the Forest of Dean to mines & minerals stone and substrata within or under the said land together with all rights powers and authorities incident or

with Old Fire Engine belonging to the said excepted premises To hold the said piece of

land unto the Lessees (subject nevertheless to the provisions of the Acts 1<sup>st</sup> & 2<sup>nd</sup> Vic Chap 43 & 24<sup>th</sup> & 25<sup>th</sup> Vic (Chap 40) from the 5<sup>th</sup>

day of April 1907 for the term of 7 years (determinable nevertheless as hereinafter mentioned) to be held and used in connection with

the Old Fire Engine No 2 Gale or Colliery of which the Lessees are the registered owners and for no other purpose whatsoever Paying therefor

during the said term unto the King's Majesty His Heirs and Successors the yearly rent of  $\frac{1}{2}$  by equal half yearly payments on the 10<sup>th</sup> day of October and the 5<sup>th</sup> day of April in every year without any

deduction or abatement whatsoever the first of such payments having become due on the 10<sup>th</sup> day of October 1907 And the Lessees hereby covenant with the King's Majesty His Heirs and Successors in manner following that is to say: -

1 To pay unto the King's Majesty His Heirs & Successors the said yearly rent of  $\frac{1}{2}$  on the day hereinafore appointed for payment thereof without any deduction or abatement whatsoever

2 To pay the Land Tax and all other taxes sewer and other rates charges assessments and impositions whatsoever which now are or at

any

any time during the said term may be taxed assessed or imposed upon the said demised premises or any part thereof

- 3 Within 6 months from the date hereof to well and sufficiently enclose & fence in the said land hereby demised with a proper post rail and paled fence or other fence previously approved of in writing by the Lessor "the term Lessor" being hereinafter defined) to the satisfaction of the Lessor and during the continuance of this demise at their own cost to keep the same so well and sufficiently enclosed and fenced in as aforesaid
- 4 To pay the Lessor on demand the value as a growing crop of all wood timber or other trees growing or being upon the said land which shall be taken by the Lessees or damaged by or in consequence of the working and carrying on of the said Quarry such value to be determined by the Deputy Surveyor for the time being of the said Forest whose decision shall be conclusive and binding upon the Lessees
- 5 At all times during the said term to maintain and keep the said demised premises in good & proper repair order and condition and with all necessary and requisite drains sewers watercourses and amendments whatsoever and to make good all damage or injury which at any time or times during the continuance of this demise may happen or be occasioned to the lands trees property or possessions of His Majesty or of any adjoining Owner or Owners by reason of the use or occupation of the said demised premises for the purposes aforesaid and to permit the Lessor or the Deputy Surveyor or Deputy Gaveler for the time being of the said Forest with or by his or their Workmen Servants or Agents from time to time and at all times during the continuance of this demise to enter into and upon the said demised premises for the purpose of viewing and examining the state and condition thereof and at the end or other sooner determination of the said term to peaceably and quietly leave surrender and yield up unto the Lessor or his duly authorised Agent the said demised premises in good and proper repair order and condition
- 6 Not at any time during the continuance of this demise without the consent in writing of the Lessor for that purpose first had and obtained to erect build or set up or permit or suffer to be erected built or set up upon the said piece of land hereby demised or any part of the same any house or building or machinery whatsoever other than and except such as is hereby authorised nor use or occupy or permit or suffer the said demised premises or any part thereof to be used or occupied otherwise than for the purposes of and in connection with the said Sale or Colliery and in strict conformity

with



any time during the said term may be taxed assessed or imposed upon the said demised premises or any part thereof

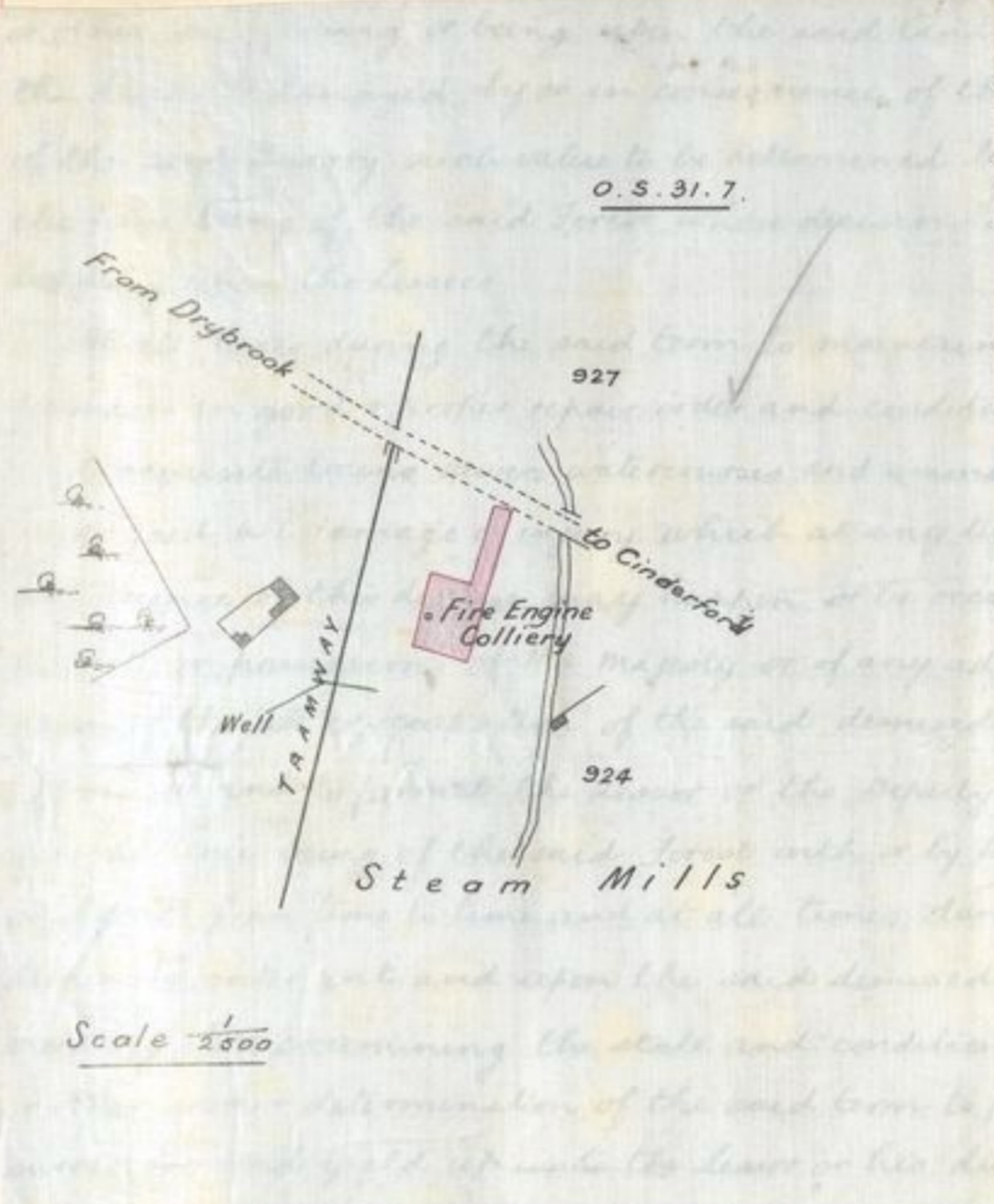
3 Within 6 months from the date hereof to well and sufficiently enclose + fence in the said land hereby demised with a proper post rail and paled fence or other fence previously approved of in writing by the Lessor "the term Lessor" being hereinafter defined) to the satisfaction of the Lessor and during the continuance of this demise at their own cost to keep the same so well and sufficiently enclosed and fenced in as aforesaid

4 To pay the Lessor on demand the value as a growing crop of all wood timber

which shall be taken by the working and carrying on of the said demised premises as shall be determined by the Deputy Surveyor for the said County of Stafford and his or her report shall be conclusive and

and keep the said demised premises in good and proper repair order and condition and with all necessary materials and workmen whatsoever and to replace or to be replaced to the lands trees or other improvements of the said demised premises for the purposes of the said demised premises as shall be determined by the Deputy Surveyor or Deputy Gavelor or their Workmen Servants or their Agents at all times during the continuance of this demise and upon the said demised premises for the purpose of the said demised premises and at the end of the said term to peaceably and quietly leave the said demised premises in good and proper repair order and condition

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



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with the Acts 1<sup>st</sup> & 2<sup>nd</sup> Victoria Chap 43 Section 25 & 24<sup>th</sup> & 25<sup>th</sup> Victoria Chap 40 Section 6 and (so far as the same may be applicable thereto) the rules orders and regulations of the Wean Forest Mining Comms made for the working of Gales Pits Levels and Works of coal or coal Mines in the said Forest of Wean and Hundred of St Briavels and not to commit or suffer to be committed any waste spoil damage or injury to the said demised premises or any part thereof or to the enclosures lands trees property or possessions of His Majesty or of any adjoining Owner or Owners nor to do or suffer to be done any act or thing whatsoever which may be or become a nuisance annoyance or disturbance to the Lessor or to the owners or occupants of any contiguous premises

7 At their own costs within 3 calendar months from the respective dates thereof to cause all Assignments which may at any time hereafter be made of these presents or of the premises hereby demised and all Orders of Court Probates of Wills Letters of Administration and other instruments affecting the devolution of the premises or the term hereby granted to be lodged in the Office of the Comms of Woods in order that Minutes or Dockets thereof respectively may be entered and on demand to pay the usual fees for such entry

8 Provided always and these presents are granted upon this express condition that the said term hereby granted shall absolutely cease and determine when the said Old Fire Engine No 2 Gale or bolliery shall be relinquished or given up or cease to be worked pursuant to the rules orders and regulations of the Wean Forest Mining Comms made for working Gales Pits Levels and Works of coal or coal Mines within the said Forest & Hundred or the Grant of the said Gale or Work shall be otherwise determined

9 Provided also that if the said rent of  $\frac{3}{7}$ <sup>d</sup> hereby reserved or any part of the same shall be unpaid for 30 days next after either of the day of payment on which the same ought to be paid or if the Lessees do not in all things observe perform and keep all and singular the covenants provisions conditions and restrictions herein contained and on their part to be performed and kept according to the true intent and meaning of these presents then and from thenceforth and in any of such cases the Lessor may reenter and retain possession of the said demised premises

as fully in all respects as if these presents had not been made and in case of any such reentry there shall be payable by the Lessees to His Majesty His Heirs and Successors in addition to any rent due a proportionate part of the accruing rent for the then current half year up to the day on which such reentry shall have been made

10 And it is hereby agreed and declared that the term "Lessor" herein means the King's Majesty His Heirs Successors & Assigns or so long as the reversion of the demised premises is vested in the Crown the Comptroller or Comptrollers 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 their Successors and Assigns

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

In witness whereof the said Edward Stafford Howard has hereunto set his hand & seal and the Lessees have caused their Common Seal to be hereunto affixed the day and year first above written

Signed Sealed & Delivered by the above named Edward Stafford Howard in the presence of

Chas. E. Howlett  
OFFICE OF WOODS,  
1, WHITEHALL PLACE,  
LONDON, S.W.

William Tarham,  
Secretary  
Thomas Matthews  
Chairman

E. Stafford Howard (Ls)

(Lr)

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

4 August  
1908

G. F. Hancock  
Asst Keeper of the Records

Dated 20<sup>th</sup> July 1908

County of Gloucester

Dean Forest

E. Stafford Howard

Esq<sup>r</sup> C. B. a Comm<sup>r</sup>

of Woods &amp;c

and

The Great Western  
Railway CompanyAgreement

for exchange of land

at Howbeach.

\* D. B. 18 p. 451.

An Agreement made the twentieth day of July One

thousand nine hundred and eight Between The King's Most

Excellent Majesty of the first part Edward Stafford Howard

Esquire C. B. the Commissioner of Woods in charge of the Crown Lands

hereinafter referred to of the second part and The Great Western

Railway Company (hereinafter called "the Great Western

Company") of the third part Supplemental to an Indenture (hereinafter

called the "Principal Agreement") dated the eighteenth day of

December One thousand eight hundred and ninety and made

between The Queen's Most Excellent Majesty of the first part two

Commissioners of Woods and Forests of the second part and

the Great Western Company of the third part whereby certain arrange-

ments were made between the Crown and the Great Western Company for

the occupation by the Great Western Company of certain of the

lands comprised (inter alia) in a certain lease dated the thirty first

day of March One thousand eight hundred and fifty seven upon the

terms in the Principal Agreement mentioned the said lease not being

vested in the Great Western Company Whereas questions have

arisen between the Commissioners of Woods and the Great Western

Company respecting the boundaries between the lands occupied by the

Great Western Company and the lands of the Crown at Howbeach &amp;

sidings on the Forest of Dean Central Railway And whereas

for the purpose of settling such questions and defining such boundaries

as aforesaid the parties hereto have agreed to enter into these presents

Now these Presents witness and it is hereby mutually

agreed and declared by and between the parties hereto as follows:

- 1 It is hereby agreed that the boundaries between the respective lands of the Crown and of those occupied by the Great Western Company under the terms of the Principal Agreement shall be on the red lines shown upon the plan annexed hereto and that so far as the Great Western Company's interest therein is concerned and without any liability on the part of the Great Western Company in respect thereof His Majesty His Heirs or Successors or the said Commissioners or either of them may at any time hereafter enter upon take and hold possession of the pieces of land and hereditaments shown upon the said plan and thereon coloured blue and that the piece of land coloured red on the said plan shall henceforth be deemed to be held by the Great Western Company as part of the property held and occupied by them under

- 2 All the provisions of the Principal Agreement so far as applicable ~~nevertheless without any addition to the sums payable by the Great Western Company under the Principal Agreement~~

shall apply to the said pieces of land coloured red as if the same had been originally included in the Principal Agreement.

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

In witness whereof the said Edward Stafford Howard has hereunto set his hand and seal and the Great Western Company have caused their common seal to be hereunto affixed the day and year first above written signed sealed and Delivered

by the above named Edward Stafford Howard in the presence of } E Stafford Howard (L.S.)

Chas E Howlett

Office of Woods

1 Whitehall Place

London SW

The common seal of the Great Western Railway Company was hereunto affixed in the presence of

G. K. Mills

Secretary



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

28 July 1908

G. F. Handcock

Assistant Keeper of the Records

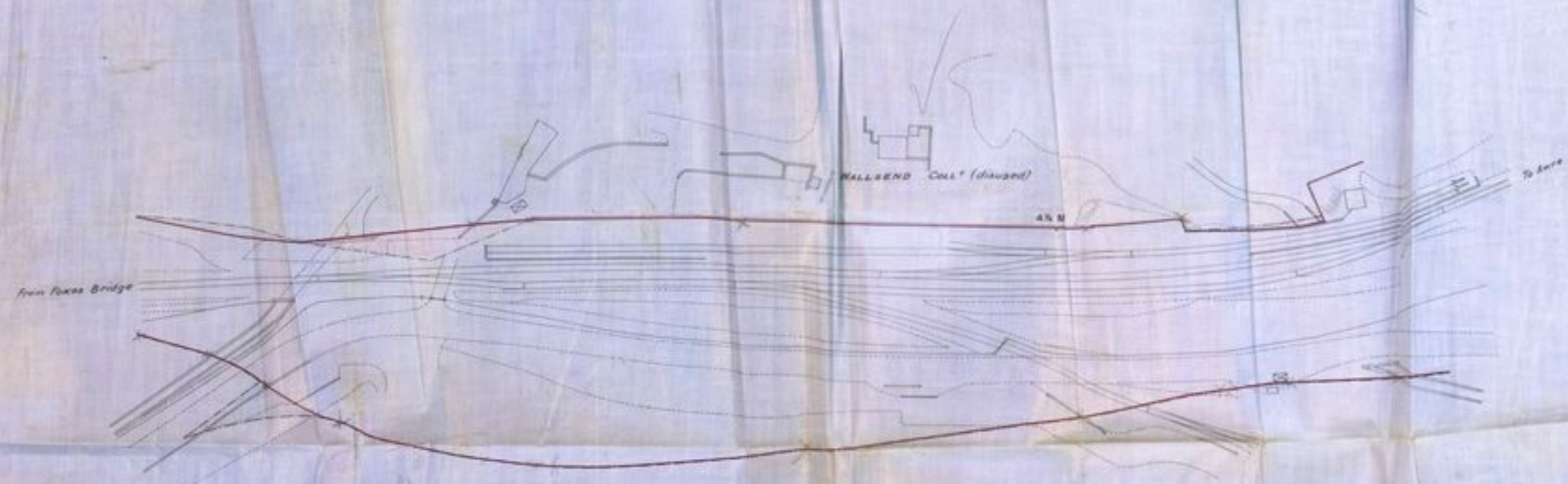
X  
10

In addition to the sums pay-  
ent so far as applic

2. 18. 26. Page 75

Plan referred to  
HOWBEECH SIDINGS

NOTE: Land proposed to be surveyed for the Crown Colored Blue 7 1/2 Perch  
taken in return from the Crown - Red 7 1/2



SCALE 40 FEET TO AN INCH

file 1572

Sehead 1908/9

Dated 31<sup>st</sup> July 1908 This Indenture made the thirty first day of  
 July One thousand nine hundred and eight Between The  
County of Gloucester Kings Most Excellent Majesty of the first part Edward Stafford  
Hundred of St. Howard Esquire C.B. a Commissioner of Woods of the second part and  
Briavels Maynard Willoughby Colchester Wemyss of Westbury Court Westbury on  
 Severn in the County of Gloucester Esquire of the third part Whereas  
 E Stafford Howard by an Indenture of Lease dated the first day of August One thousand  
 Esq<sup>re</sup> C.B. a Commr eight hundred and eighty eight and made between the said Maynard  
 of His Majesty's Woods Willoughby Colchester Wemyss of the first part The Reverend Edward  
 \_\_\_\_\_ to \_\_\_\_\_ Machen and James Davies of the second part and Messrs Colchester  
 M. W. Colchester Wemyss Wemyss & Co Limited (hereinafter called "the Company") of the third -  
Lease part After reciting that by the Will of Henrietta Davies bearing  
 date the ninth day of February One thousand eight hundred and  
 of Quarries of Stone seventy five and duly proved in the Gloucester District Registry of  
 and other minerals in the High Court of the Probate Division on the twenty first day of June  
 the Parishes of Mitchel one thousand eight hundred and seventy seven one undivided moiety or  
 dean and Abinghall half part of and in divers lands and hereditaments of freehold &  
 for terms commensurate to be thereby leased and covenanted to be leased or over which rights and  
 with lease already powers were thereby given from part were limited to uses under which the  
 granted by the testator said Maynard Willoughby Colchester Wemyss was at the date of the Deed  
 now in recital tenant for life in possession without impeachment of  
 Royalty  $\frac{1}{20}$ th of the waste and the said Edward Machen and James Davies were the Trustees  
 Rents and Royalties of the Settlements created by the said Will for the purposes of the Settled  
 (Other than surface Land Act 1882 And reciting that under two several Indentures one  
 rents) received by dated the thirtieth day of June One thousand eight hundred and twenty  
 the Lessee one and made between the said Maynard Willoughby Colchester Wemyss  
 then Maynard Willoughby Wemyss of the first part Mary Blere  
 Determinable as Dickinson of the second part and Francis Adams Hyett Henry  
 within mentioned Donald Dunlop Edward Newton Stanley Dickinson and John James since  
 deceased of the third part and the other Indenture dated the twenty  
 seventh day of February One thousand eight hundred and seventy eight  
 and made between Charles Barton and Dorothea Maria his Wife of  
 the first part the said Maynard Willoughby Colchester Wemyss of  
 the second part the said James Davies and Francis Adams Hyett of the  
 third part the said Maynard Willoughby Colchester Wemyss was  
 at the date of the Indenture now in recital tenant for life in possession without  
 impeachment of waste of the two other undivided fourth parts of and in  
 the same lands and hereditaments and had under both the said  
 Settlements a power to lease the hereditaments and premises therein

respectively comprised in manner thereafter expressed. It was witnessed that First  
 All those buildings already erected or then in course of erection situate in the Parishes  
 of Abinghall and Mitcheldean in the County of Gloucester the situation whereof  
 is approximately indicated on the plan annexed to such Indenture by a blue cross  
 And secondly All those stone quarries and marl pits in and under certain  
 parcels of land situate in the said Parish of Abinghall the several situations of  
 which quarries are approximately indicated on the said plan by brown crosses  
 Together with liberty to get from or out of certain parcels of land situate in  
 the same Parish or in any adjoining Parish which are delineated on the said  
 plan and thereon distinguished by being colored yellow and were thereafter called  
 "the Estate" by means of the aforesaid quarries or (subject to the restrictions and  
 conditions thereafter contained) by opening new quarries so much stone and marl  
 as the Company should think fit and to dress manufacture sell and dispose  
 of the same And also to get from and out of a quarry called Colles Meadow  
 in the Parish of Mitcheldean in the said County of Gloucester so much of a  
 sand stone known as Pudding stone as the Company should think fit and  
 to dress manufacture sell and dispose of the same were appointed and demised  
 by the said Maynard Willoughby Colchester Wemyss in exercise of the  
 powers for that purpose given to him by the settled Land Act 1852 and  
 by the two several thereinbefore mentioned Indentures respectively and  
 of all other powers (if any) enabling him in that behalf To hold the  
 buildings quarries and premises thereby demised or expressed so to  
 be unto the Company their successors and assigns from the first of  
 June One thousand eight hundred and eighty eight for the term of sixty  
 years thence next ensuing Yielding and Paying the rent royalties and  
 sums of money therein after in that behalf expressed namely First the  
 yearly rent of Five pounds for every acre of land comprised in the  
 Estate the surface whereof should be occupied used destroyed or damaged by  
 the Company for any of the purposes of that demise and so on in proportion  
 for any less quantity than an acre the said surface rent to be paid half  
 yearly on the first day of December and the first day of June in  
 every year And secondly the Royalties following that is to say A  
 royalty of three pence for every ton or yard of stone sold by the ton or  
 yard which should be raised or gotten under the said demise A royalty  
 of two pence for every foot cube of stone sold by the foot cube which should  
 be raised or gotten under the said demise A royalty of one half penny  
 for every superficial yard of paving stone up to four inches thick and  
 of one penny for every superficial yard of paving stone over four inches  
 thick including landings which shall be raised and gotten under the said  
 demise A royalty of three pence for every superficial yard of stone



for shoddy work or pitching which should be raised or gotten under the said demise. A royalty of three pence for every ton of marl or clay for ordinary use in making bricks pipes tiles and flower pots which should be raised and gotten under the said demise and a royalty of One shilling and six pence for every ton of the finest layers of marl for terra cotta and high art work which shall be raised and gotten under the said demise.] The said royalties to be paid on the first day of December and the first day of June in every year for and in respect of all stone marl and clay raised and gotten during the then preceding half year. Provided always that seven eighth parts of the rents and royalties thereinbefore reserved should be paid by the Company to the said Maynard Willoughby Colchester Wemyss during his life and the remaining one eighth part of the said rents and royalties being one fourth part of one moiety thereof, <sup>and also the said  $\frac{7}{8}$  parts thereof</sup> after the death of the said Maynard Willoughby Colchester Wemyss should be paid by the Company to the said Edward Macher and James Davies or other the person or persons who should for the time being be Trustees of the said settlement made by the Will of the said Henrietta Davies and of the thereinbefore recited Indentures of settlement respectively for the purposes of the settled Land Act 1882 the said eighth part to be set aside by such Trustees as capital money arising under that Act. And whereas by divers mere assignments in the law and other acts and events and ultimately by an Indenture dated the twenty seventh day of December One thousand nine hundred and made between The Wilderness Brick and Stone Company Limited and Charles Matcham (the liquidator of the said Company) of the first part Frank John Constable Curtis of the second part Ralph Martin of the third part the said Maynard Willoughby Colchester Wemyss of the fourth part and The Forest of Dean Stone Firms Limited of the fifth part the premises comprised in the said Indenture of lease with the appurtenances thereof were (inter alia) assigned by the said Wilderness Brick and Stone Company Limited and Charles Matcham to the said Forest of Dean Stone Firms Limited for the residue of the said term of sixty years granted by the said lease subject to the rent and royalties reserved by and the covenants on the part of the lessee and conditions contained in the said lease. And whereas by another Indenture of lease dated the second day of December One thousand nine hundred and seven and made between the said Maynard Willoughby Colchester Wemyss of the first part Maynard

Francis Colchester Wemyss of the second part Frank Anderson Juler of the third part Albert Estcourt and Arthur Spry Helps of the fourth part Alexander Henry Leith The Reverend William Disney George Dalhousie Leard and Maurice Lorraine Pears of the fifth part and Oliphant Arthur Brown of the sixth part After reciting that by an Indenture dated the twelfth day of May One thousand eight hundred and ninety three and made between the said Maynard Willoughby Colchester Wemyss of the first part the said Maynard Francis Colchester Wemyss (therein called Frank Colchester Wemyss) of the second part and the said Arthur Spry Helps of the third part and duly enrolled as a disentailing assurance and divers subsequent Indentures three equal undivided fourth parts or shares of and in divers lands and hereditaments therein described of which the hereditaments intended to be thereby leased and covenanted to be leased or over which rights and powers were thereby given form part were at the date of the Indenture now in recital limited to uses under which the said Maynard Willoughby Colchester Wemyss and Maynard Francis Colchester Wemyss had a joint general power of appointment over the fee simple thereof but subject to a first mortgage in fee vested in the said party thereto of the third part and to a second mortgage in fee vested in the said parties thereto of the fourth part and subject as aforesaid to an estate vested in the said Maynard Willoughby Colchester Wemyss for his life and subject as aforesaid to a third mortgage in fee in the said parties thereto of the fifth part for securing the payment of a sum of money after the death of the said Maynard Willoughby Colchester Wemyss And reciting that under an Indenture dated the thirteenth day of June One thousand eight hundred and seventy one and made between the said Maynard Willoughby Colchester Wemyss (then Maynard Willoughby Wemyss) of the first part Mary Clare Dickinson of the second part and Francis Adams Hyett Henry Donald Dunlop Edward Newton Stanley Dickinson and John James (since deceased) of the third part the said Maynard Willoughby Colchester Wemyss was at the date of the Indenture now in recital tenant for life of the one other undivided fourth part of and in the same lands and hereditaments but subject to a mortgage in fee vested in the said party thereto of the third part and had as regards such part or share a power of granting or making mining leases for any term not exceeding sixty years to take effect in possession or within six calendar months after the date thereof It was witnessed that in consideration of the rents and royalties thereby reserved and of the covenants therein contained and on the part of the Lessee to be observed and performed the said Maynard Willoughby Colchester Wemyss by virtue of all and every his estate and interest and also in exercise of the powers of granting or making mining leases conferred on him by the said Indenture of the thirteenth day of June One thousand eight hundred

and seventy one did thereby demise and appoint and the said Maynard Willoughby Bolchester-Wemyss and Maynard Francis Bolchester-Wemyss (hereinafter called "the lessors" which expression where the context so admitted was to include their and his respective heirs successors and assigns or other the persons or person for the time being entitled in reversion expectant on the term thereby granted) in exercise of the joint general appointment possessed by them as aforesaid did thereby jointly appoint and demise and the said parties thereto of the third fourth and fifth parts respectively & (hereinafter collectively called "the Mortgagees" which expression was where the context admitted to include their respective executors administrators and assigns) did according to their respective estates and interests and at the request (thereby testified) of the lessors thereby demise and confirm unto the Lessee (inter alia) All those limestone quarries in and under certain parcels of land situate in the Parishes of Mitheldean and Abinghall in the County of Gloucester or either of them the several situations of which quarries were approximately indicated on the plan annexed to the Indenture of lease now in recital by brown crosses Together with liberty to get from and out of certain parcels of land situate in the same Parishes or either of them or in any adjoining Parish which were delineated on the said plan and thereon colored blue and hereinafter called "the Estate" by means of the aforesaid Quarries or (subject to the restrictions and conditions hereinafter contained) by opening new quarries so much limestone and other stone sand clay and other surface materials of any quality as the Lessee should think fit and to dress manufacture sell and dispose of the same And also to manufacture upon the Estate lime cement tiles or any other similar marketable commodity as the Lessee might desire Together with such powers of working as in the said Indenture are mentioned To hold the buildings quarries and premises thereby demised or expressed so to be unto the Lessee from the twenty fifth day of March One thousand nine hundred and seven for the term of Sixty years thence next ensuing Yielding and Paying the rents royalties and sums of money hereinafter - in that behalf expressed namely (inter alia) First the certain yearly rent of Five pounds to be paid on the twenty fifth of March in every year Fourthly A royalty of three pence for every ton of lime made by the Lessee from and out of the Estate except such as should be used in the manufacture of cement Fifthly the following royalties for cement manufactured by the Lessee from and out of the Estate namely for every ton manufactured up to one hundred tons per week the sum of six pence per ton for every ton over one hundred tons

and under two hundred tons manufactured per week the sum of Five pence half penny per ton and for every ton exceeding two hundred tons manufactured per week the sum of Five pence per ton and likewise a royalty of Three pence for every square yard of road stone which shall be raised from and out of the Estate which several royalties should respectively be paid on the twenty fourth of June and the twenty fifth day of December in every year for and in respect of the limestone raised and gotten lime made the cement manufactured and the road stone raised during the then preceding half year Provided always that all limestone which should be used by the lessee in erecting any dwelling house cottage kiln shed or other building under the provisions of the Indenture now in recital should be free from rent And also that if in any year ending on the twenty fourth day of June the Lessee should not raise and get from or out of the Estate such a quantity of limestone as at the rate therebefore mentioned would produce for that year the amount of the certain rent hereby first reserved then and in every such case the Lessee might in any subsequent year or years raise and get from or out of the Estate such a quantity of limestone as should at the same rate be required to make up the deficiency without paying any rent for the same other than the said certain rent But the overworkings of any preceding year or years should not come in aid of or be applied to make good the deficiency of shortworkings in any subsequent year or years

And whereas His Majesty in right of His Crown is seized or claims to be seized of the mines and minerals not only within the Forest of Dean in the County of Gloucester but also of the mines and minerals which are within or under any part of the lands of the Hundred of St. Briavel's in the said County of Gloucester save and except where such mines and minerals have been granted by any of His Majesty's Royal Progenitors to any subject and having been so granted have not afterwards become vested in the Crown or otherwise

And whereas the said quarries granted by the hereinbefore recited Indentures of Lease are situate outside the Forest of Dean but within the said Hundred of St. Briavel's except as to three small portions of the area purported to be demised by the said Indenture of the second day of December One thousand nine hundred and seven which are within the boundary of the Forest of Dean and were included in such Lease by mistake one of such portions being the northern side of the demised area and Numbered 287 and 288 on the 25 inch Ordnance sheet dated 18 and the other two on the western side of the demised area one constituting part of Merrett's Farm and being No. 299 on the said Ordnance sheet and the other part of Hender's Farm and numbered 303, 304, 305, 306 and 306<sup>a</sup> on the said Ordnance sheet

And whereas such Leases were granted without the knowledge or consent of His Majesty or the said Edward Stafford Howard or any other the Commissioner or Commissioners of

Woods in charge of the said Forest or Gaveler thereof And  
 whereas the hereinbefore recited Indentures of Lease were  
 granted as to the said Indenture dated the first day of August One  
 thousand eight hundred and eighty eight by the parties thereto of  
 the first and second parts And as to the said Indenture  
 dated the second day of December One thousand nine hundred and  
 seven by the parties thereto of the first second third fourth and  
 fifth parts under a misapprehension as to the right of His  
 Majesty as aforesaid to the mines and minerals within or under  
 the lands of the Hundred of St. Briavels as aforesaid And  
 whereas they have applied to the said Edward Stafford  
 Howard as such Commissioner and Gaveler as aforesaid  
 to grant the said Maynard Willoughby Colchester Wemyss  
 a Lease of the quarries and minerals demised by them under  
 the hereinbefore recited Indentures of Lease which he has agreed  
 to do in manner hereinafter appearing Now this Indenture  
 witnesseth that in consideration of the royalty hereinafter recited  
 and of the covenants hereinafter contained He 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 enabling him in this behalf and with  
 the consent of the Lords Commissioners of His Majesty's Treasury  
 signified by their Warrant dated the fourth day of July  
 One thousand nine hundred and eight Doth on behalf of  
 His Majesty demise unto Maynard Willoughby Colchester Wemyss  
 (hereinafter referred to as "the Lessee") All and singular  
 the quarries veins and beds of limestone and other stone sand  
~~sand~~ marl and clay hereinafter called "the demised minerals"  
 within under or upon First all that tract or parcel of land  
 containing in the whole Fifty seven acres or thereabouts situate  
 in the Parish of Mitcheldean in the County of Gloucester delineated  
 on the plan to these presents and thereon edged with a red line  
 and described in and demised by the hereinbefore recited Indenture  
 of lease of the first day of August One thousand eight hundred  
 and eighty eight And secondly All that tract or parcel of land  
 containing in the whole one hundred and thirty three acres  
 or thereabouts situate in the Parishes of Mitcheldean and  
 Abinghall in the County of Gloucester delineated on the  
 plan to these presents and thereon edged with a blue  
 line and described in and demised by the hereinbefore

recited Indenture of lease of the second day of December One thousand nine hundred and seven Together with the lawful use of all roads streams and watercourses upon the same land and full power and authority to search for dig and carry away all the demised minerals and to make and erect all necessary pits shafts buildings and machinery roads and watercourses on the said land (so far as the said Commissioner can authorize the same) the Lessee making reasonable compensation to all persons (if any) lawfully entitled thereto for all or any damage sustained by them by reason of the exercise of the powers hereby granted To hold the said premises hereinbefore demised unto the Lessee as to the premises first hereinbefore described from the twenty ninth day of September One thousand nine hundred and six for the term of Forty one years and one half of another year and sixty seven days (so as to expire on the first day of June One thousand nine hundred and forty eight or such shorter term as shall be commensurate with the existing term of the said recited Indenture of lease of the first day of August One thousand eight hundred and eighty eight and as to the premises secondly hereinbefore described from the twenty ninth day of September One thousand nine hundred and six for the term of Sixty years and one half of another year or such shorter term as shall be commensurate with the existing term of the said recited Indenture of lease of the second day of December One thousand nine hundred and seven determinable nevertheless as hereinafter mentioned **Paying** therefor unto the Kings Majesty His Heirs and Successors during the said term a royalty equal to one twentieth part of all rents and royalties other than surface rents becoming payable under the hereinbefore recited Lease during the said term for or in respect of the demised premises such royalty to be paid by equal half yearly payments on the twenty fifth day of March and the twenty ninth day of September in every year free from all deductions the first half yearly payment of the said royalty having become due on the twenty fifth day of March One thousand nine hundred and seven which said royalty hereinbefore reserved is to be paid into the hands of the Deputy Gaveler of Dean Forest

And the Lessee hereby covenants with the Kings Majesty His Heirs and Successors in manner following (that is to say):-  
 1. To pay unto the Kings Majesty His Heirs and Successors the said royalty hereinbefore reserved at the times and in the manner aforesaid without any deduction whatsoever except in respect of Landlord's Property Tax.

2. To pay during the said term the land tax and all other taxes rates rent charges assessments impositions and outgoings whatsoever now or hereafter to be charged or imposed in respect of the said demised premises either under any existing or future Act of Parliament (except the Landlords Property Tax)
3. To keep all quarries pits and workings for the time being on the said lands properly fenced so far as may be necessary under the terms of the Quarry Fencing Act 1887 and to permit the Lessor (the term Lessor being hereinafter defined) or his Agent at all reasonable times to enter upon the said lands and inspect the workings therein
4. To keep fair and legible books of account with correct entries of the quantity of the demised minerals gotten lime made and cement manufactured and the royalties payable therefor and at all times when required to produce such books of account to His Majesty's Agent for the time being and permit him to take extracts therefrom or copies thereof and give any explanation that may be required in relation thereto
5. To deliver to the Lessor or to His Majesty's Receiver or Agent within ten days next after the twenty ninth day of September in each year and at such other time or times during the said term as the Lessor shall by notice in writing require the same and also as to each of the premises first and secondly hereinbefore described within ten days after the expiration or sooner determination of the term for which such premises are held respectively a correct and legible account in writing of the quantity of the demised minerals which during the preceding year and during such time or times as shall be required by such notice as aforesaid shall have been gotten and of the lime made and cement manufactured and the royalties payable therefor or if the circumstances shall so require a statement that none of the demised minerals has during the preceding year or such other times as aforesaid been gotten lime made or cement manufactured every such account or statement being if required first verified by a statutory Declaration by the Lessor or his Chief or only Agent for the time being And within the same periods and at such other time or times as aforesaid to deliver if required to the Lessor or to His Majesty's Receiver or Agent a true and correct plan and measurement signed by the Lessee or his Chief or only Agent of the lands under or from which the demised

minerals shall have been gotten as aforesaid and of the workings and cuttings of and in the quarries being worked for the time being distinctly shewing the course and extent thereof.

6. To keep and uphold at all times during the said term and to leave at the expiration or sooner determination thereof the quarries and works comprised in this demise or such of them as for the time being can be worked to benefit and all boundary posts and stones pits soughs shafts levels drains ways paths machinery and other matters and things thereto belonging in proper order condition and repair but nevertheless the Lessee may (unless the said term shall be determined by reentry) remove at the end or sooner determination of the said term but not at any time afterwards all the demised minerals then gotten but not sold used or otherwise disposed of and also all engines tools machinery or working gear belonging to him the Lessee in or about the said quarries works and premises (but not the stone or brick work roofs or timbers belonging thereto or erected or used for the protection thereof).
7. To permit the Lessor and his Agent at all reasonable times with or without workmen or assistants to enter into and inspect the said quarries works and premises and 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.
8. At the expiration or sooner determination of the said terms or either of them or within one month therefrom to fence round with a stone wall not less than four feet high from the ground in a proper and substantial manner to the like satisfaction each and every pit or opening which the Lessor shall by previous notice in writing given to the Lessee require to be so fenced and in default it shall be lawful for the Lessor to execute such fencing as aforesaid and the Lessee will on demand repay to the Lessor the expense incurred thereby.
9. At his own cost to cause all assignments which shall be made of these presents or of the premises hereby demised or any part thereof and all Probates of Wills Letters of Administration Orders of Court and other Instruments affecting the devolution of this lease or of the term hereby granted to be lodged within six calendar months from the respective dates thereof in the Office of the Commissioners of Woods in order that minutes or dockets thereof respectively may be entered and on demand to pay the usual fees therefor.
10. Provided always that if the aforesaid royalty or any part thereof shall not be duly accounted for or shall be in arrear for twenty days next after any of the days or times whereon the same respectively ought to be paid as aforesaid or in case the Lessee shall fail to perform and keep the several covenants hereinbefore contained or any of them or if any Company shall be formed for working the demised minerals and such Company shall



be wound up then and in any of the said cases it shall be lawful for the Lessor to enter into and upon and retain possession of the said premises hereby demised together with all engines tools machinery and other working gear demised minerals and other matters then being on the said premises for his absolute use. And that if any reentry shall be made under the proviso lastly hereinbefore contained there shall be payable by the Lessee to the King's Majesty His Heirs and Successors in addition to any royalty then due a proportionate part of the accruing royalty for the then current half year from the last half yearly day for payment of royalty up to the day on which such reentry shall have been made.

11. Provided always and these presents are granted upon this express condition that each of the said terms of years in respect to premises first and secondly hereinbefore described shall absolutely cease and determine when and so soon as the said recited lease by which such premises have been demised as aforesaid shall become determined or expire.

12. 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.

13. And the said Edward Stafford Howard doth hereby declare 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 abovesaid Edward

Stafford Howard in the presence of

E. P. Popert

Bracecland Coleford Glos

Asst Depy Surveyor

E Stafford Howard

(L.S.)

Signed.

Signed sealed and Delivered  
by the abovenamed Maynard  
Willoughby Colchester - Wemyss  
in the presence of

M. W. Colchester - Wemyss (L.S.)

J Robertson  
Westring bourn  
Newham  
Valer to M. W. Colchester - Wemyss

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

11 August 1908

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

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