

reement has been dep  
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me.

ge J Morris,  
Assistant Keeper of Rec

Dated

190 .

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

&c.,

AND

File 1083

Copy

File 1083 74423/22.

Add rent of 3/- per an making

Total annual rent of 13/-

DEAN FOREST. as from 10/10/1922

W. 4/12/22.

**Articles of Agreement** made the  
*twenty-fifth* day of *August* One Thousand  
 nine hundred and *eight* ——— 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  
*Henry Sollors (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 *piece or parcel of land*  
*situate at Berry Hill near Coleford in*  
*the bounty of Gloucester containing about*  
*1 rood 22 perches and coloured red on*  
*the plan annexed hereto* ———

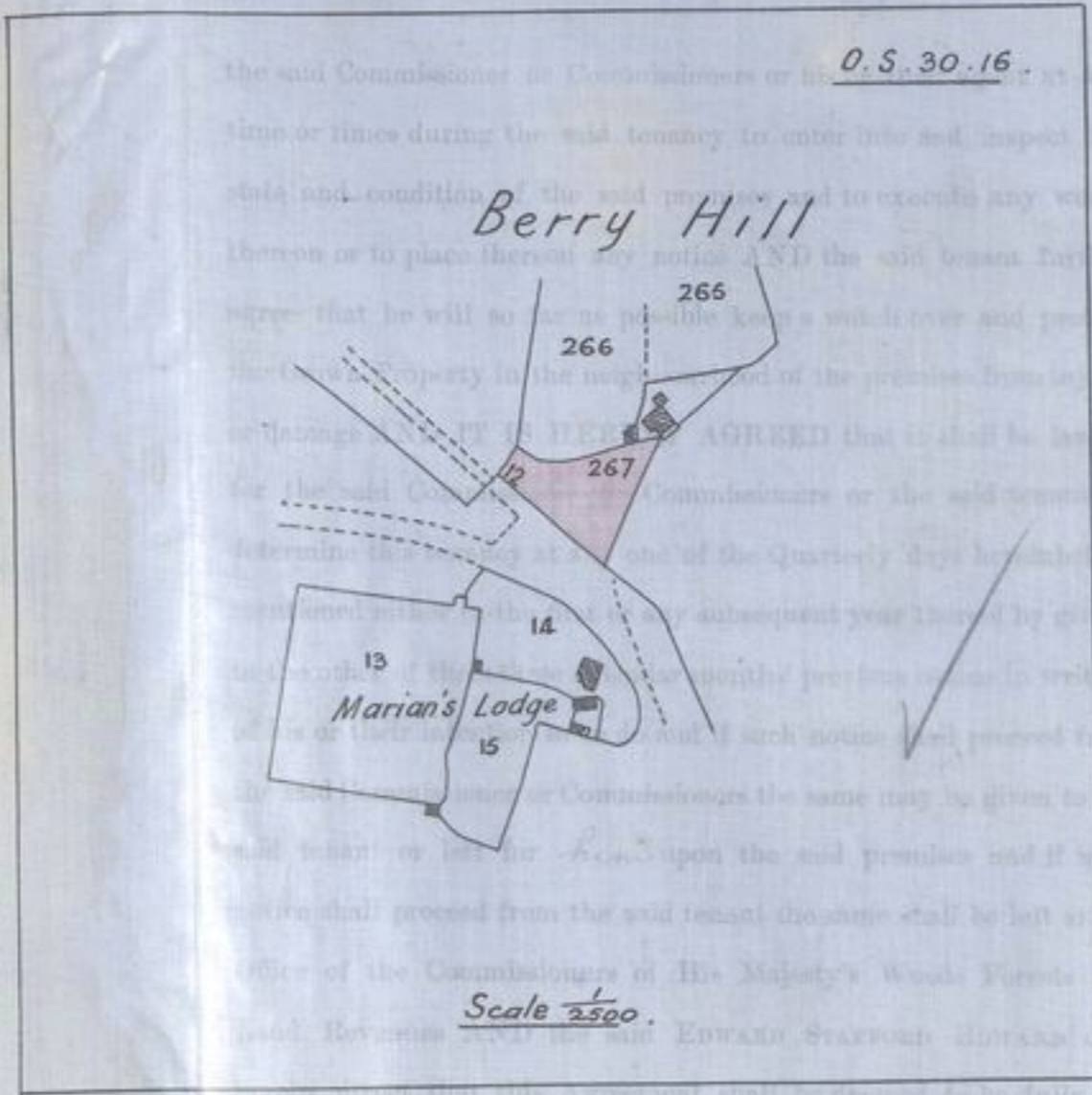
————— lately in the  
 occupation of *Charles Jones* ———  
 together with the fixtures therein TO HOLD the same hereditaments  
 to the said tenant from the *10th* day of *October* — 1908.

as tenant from year to year (the tenancy being however determinable as after mentioned) at the yearly rent of *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 *fifth* day of *January* the *fifth* day of *April* the *fifth* day of *July* and the *tenth* day of *October* in every year the first Quarterly payment to be due on the *fifth* day of *January 1909* AND the said tenant hereby agrees that he will pay to the King's Majesty the said yearly rent of *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~~ *keep the fences in good repair and condition and* 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

Signed  
EDWARD  
in the

Signed

Henry  
in the



or 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

*Sgt. Chas. E. Howlett*  
Office of Woods,  
1 Whitehall Place  
London SW.

*Sgt. E. Stafford Howard*

Signed by the above-named

*Henry Sollars*  
in the presence of

*Sgt. Thomas Hyett*  
Kerch Lodge  
Brown Woodman

*Sgt. John Henry Sollars*

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

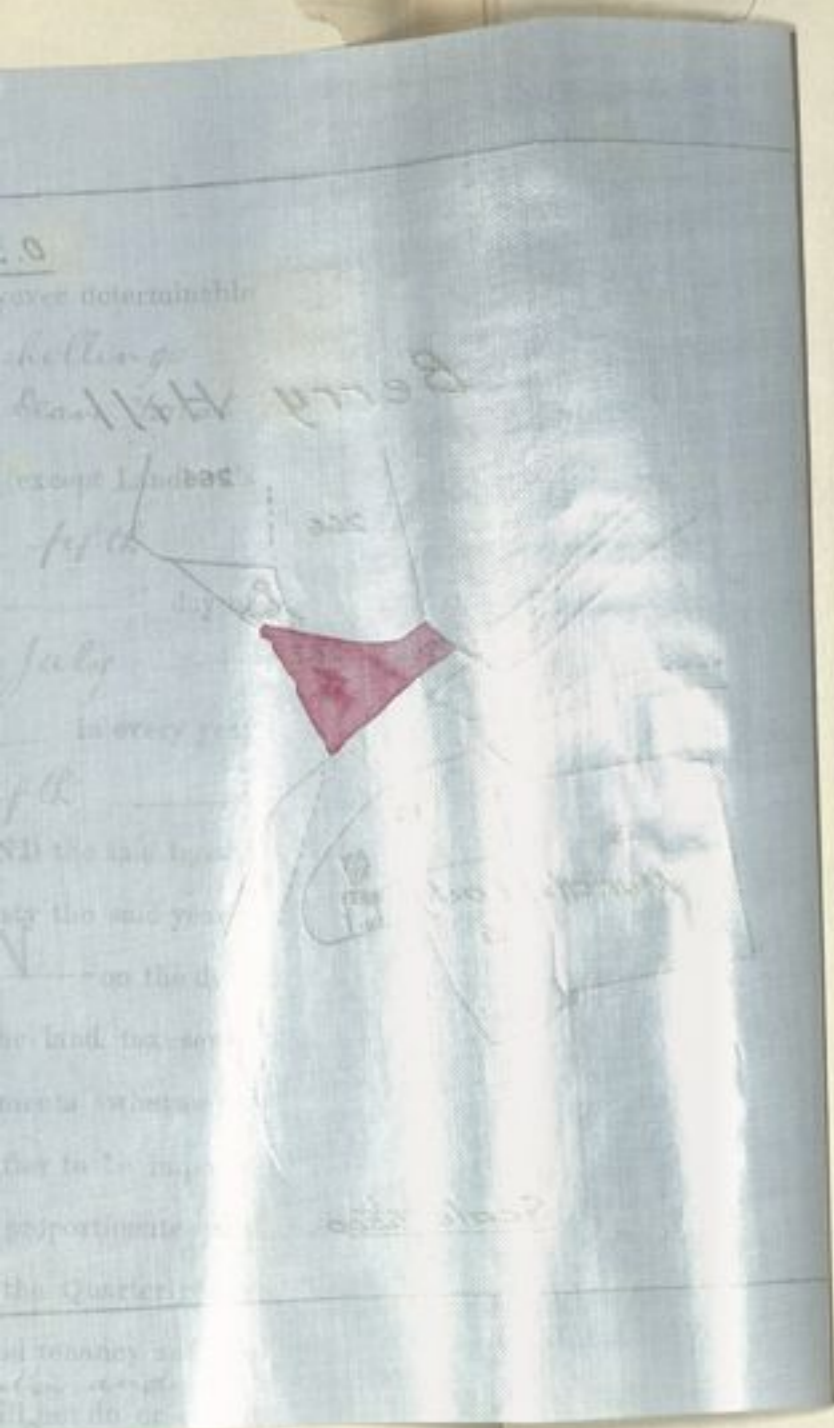
*Sgt. Wm. E. Howlett*  
*Office of Woods,*  
*Whitehall Place*  
*London SW.*

*Sgd. E. Stafford Howard*

Signed by the above-named

*Henry Sollors.*  
in the presence of  
*Sgt. Home, Hyett,*  
*Perch Lodge*  
*Brown Woodman*

*Sgd. John Henry Sollors.*



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will also keep the  
and interior walls  
the determination of  
in such repair  
esty his heirs or  
WARD or other the  
g of His Majesty's  
management of the  
missioner or Com-  
AND will permit

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

24 August  
1908.

George J. Morris,  
Assistant Keeper of Records

Dated \_\_\_\_\_ 190 .

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

&c.,  
AND

AGREEMENT for letting

\_\_\_\_\_ on a Yearly Tenancy from the  
\_\_\_\_\_ 190 .

Rent £ \_\_\_\_\_ per Annum.

W. H. & L. (S) - 27750 - 160-12-4

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## NEW FOREST.

**Articles of Agreement** made the  
*third* day of *September* One thousand  
 nine hundred and *eight* — Between THE KING'S  
 MOST EXCELLENT MAJESTY of the first part EDWARD  
 STAFFORD HOWARD Esquire C.B. a Commissioner of His  
 Majesty's Woods Forests and Land Revenues of the second part and

*John Jones, 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 *close of three acres*  
*and twentythree <sup>perches</sup> poles or thereabouts*  
*of grass land situate at Bartley in*  
*the New Forest. <sup>as shown on the plan annexed</sup>*  
~~to these presents and~~

lately in the  
 occupation of *Colonel Heathcote*  
 together with the fixtures therein TO HOLD the same hereditaments  
 to the said tenant from the *tenth* day of *October* 1908



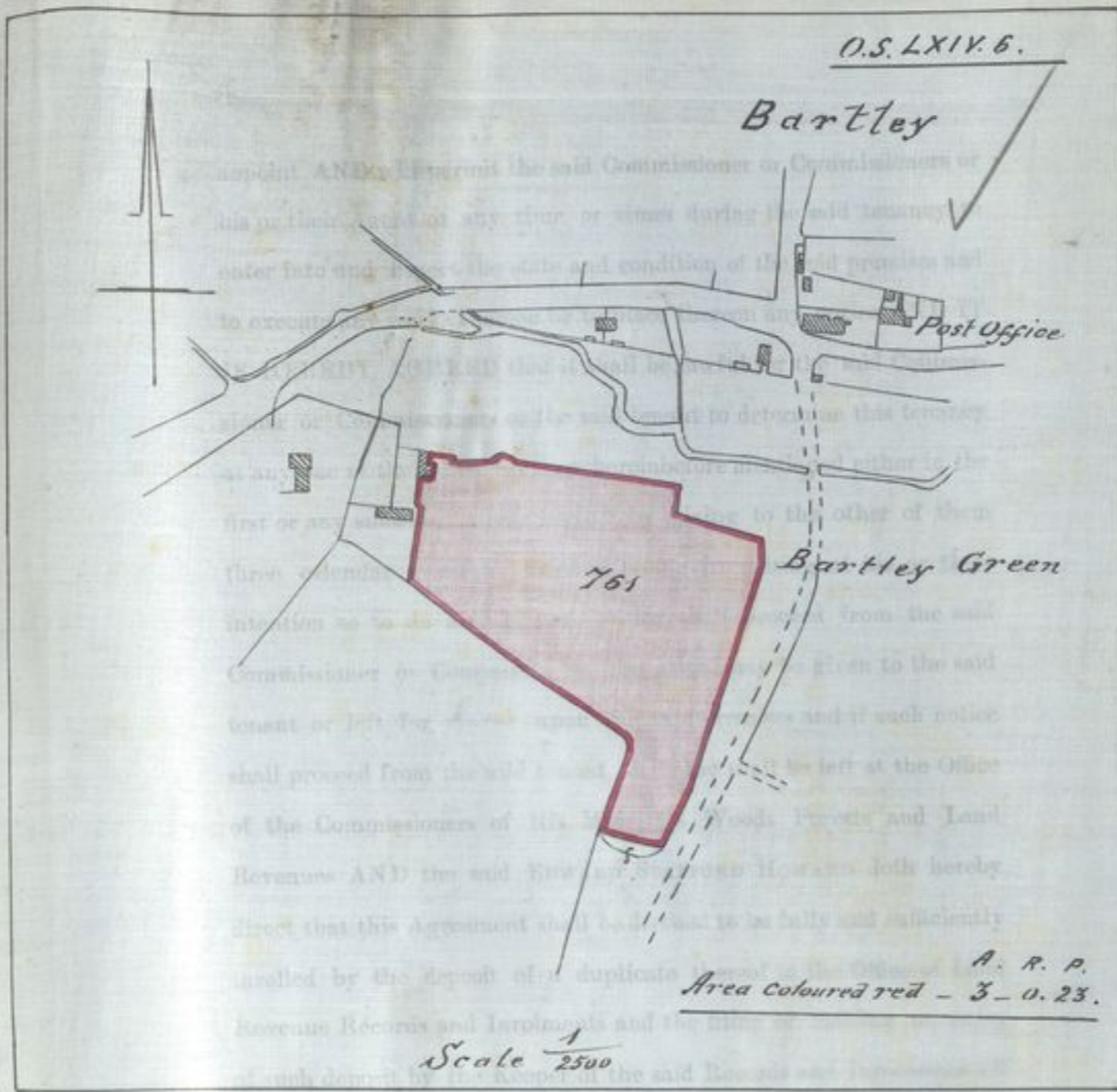
as tenant from year to year (the tenancy being however determinable as after mentioned) at the yearly rent of £6 together with a further yearly *rent equal to 5% on the total cost of erecting a cow house and stable which* to be paid to *The Deputy Surveyor of New Forest.* *rent shall commence to run from the quarter day next after the completion of the buildings.*

free from all taxes rates and deductions whatsoever (except Landlord's property tax) by equal quarterly payments on the *fifth* day of *January* the *fifth* day of *April* the *fifth* day of *July* and the *tenth* day of *October* in every year the first Quarterly payment to be due on the *fifth* day of *January 1909.* AND the said tenant hereby agrees that he will pay to the King's Majesty the said yearly rents of \_\_\_\_\_ on the days and in the manner aforesaid And will also pay the land tax sewer rates and all other rates taxes and assessments whatsoever (except the Landlord's property tax) now or hereafter to be imposed in respect of the said premises Together with a proportionate part thereof for the period which shall elapse between the Quarterly day of payment next preceding the expiration of the said tenancy and the day on which the same shall expire AND also will keep the said premises and any fences and gates thereon in good repair and condition and will not do or suffer any waste or damage to the said premises and will at all times well and properly manage and cultivate the said land and keep and leave the same clean and in good heart and condition and ~~will also keep the windows properly glazed and mended and~~ will on the determination of the tenancy hereby created deliver up the said premises in good repair and condition to the King's Majesty his heirs or successors or to the said EDWARD STAFFORD HOWARD or other the Commissioner or Commissioners for the time being of His Majesty's Woods Forests and Land Revenues having the Management of the said premises (hereinafter called "the said Commissioner or Commissioners") or to whom he or they may

Signed by  
EDWARD S  
in the pre

Signed by  
John  
in the pre

J.S.



and third parts have hereunto subscribed their names the day and year first above written.

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

Henry Beresford Lewis  
 Major  
 Glenhurst.  
 Hereford.

Signed by the above-named }  
 John Jones. }  
 in the presence of } (sd) John Jones.

J. F. A. Roberts,  
 Clerks,  
 Hereford,  
 Assistant to Deputy Surveyor.

eterminable  
 with a further yearly  
 use and stable which  
 forest. rent shall com-  
 mence to run for  
 the quarter day  
 next after the  
 completion of the  
 buildings.  
 Landlord's  
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 every year  
 said tenant  
 said yearly  
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 ny hereby  
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 d Revenues  
 called "the  
 r they may

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

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

*(sd) E. Stafford Howard.*  
*Henry Percival Perce,*  
*Major*  
*Glenhurst,*  
*Stretford.*

Signed by the above-named  
John Jones.  
in the presence of

*(sd) John Jones.*  
*J. S. Roberts,*  
*Secy.*  
*Northstead,*  
*Assistant to Deputy Surveyor.*



from Dykes  
950.

NEW FOREST.

Dated \_\_\_\_\_ 190

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

AND  
&c.,

AGREEMENT for letting

on a Yearly Tenancy from the

Rent £ \_\_\_\_\_  
per Annum.

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22146 - 100.5.5

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Pursuant  
Esquire, C.B., a  
Treasurer, that the  
Common to which  
blue on this Plan  
of Common.

I certify that a duplicate  
has been deposited in  
Revenue Records and  
an entry there of m.  
21 July 1908

Assistant

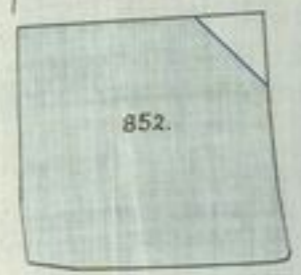
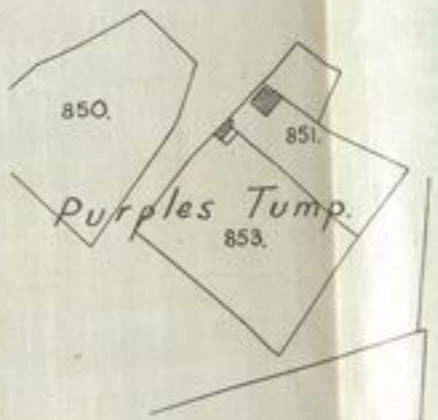
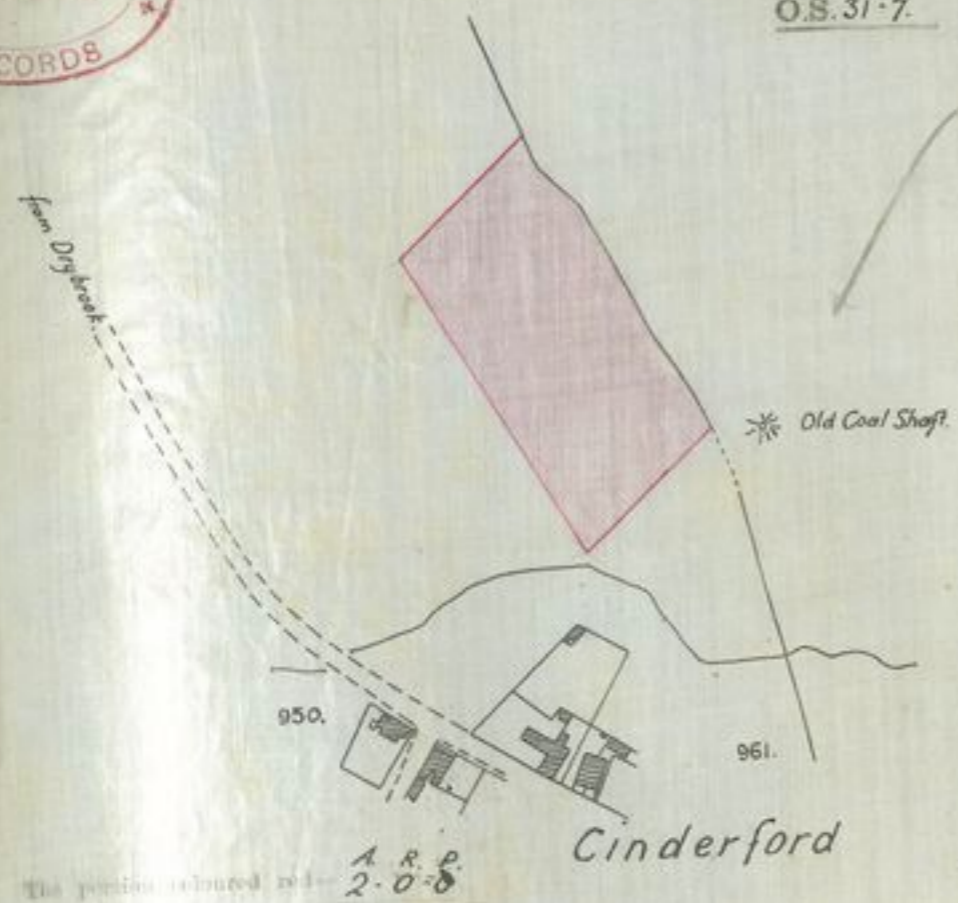
Wilt Est-19/08

Field - 1908-9



O.S. 31-7.

O.S. 39-1.



The portion coloured blue - <sup>A.R.P.</sup> 2.0.0.

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 Treasurer, 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 20th day of July 1908

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.

21 July 1908 S. S. Sandover  
Assistant Keeper of the Records.

Thos. H. Crawley Bowyer  
Russell Jackson

Verderers.  
Edward Stafford Howard  
Commissioner of Woods.

Dated 190

NEW FOREST.

File 1464.

Dated  
24<sup>th</sup> August  
1908.

E. Stafford  
Howard Esq. ~~Esq.~~  
(a Commissioner  
of Woods)

— and —

The National  
Telephone  
Company, Ltd.

Duplicate  
Agreement  
for the hire of  
telephone wires  
and instruments

The National Telephone Company Limited  
District Office, 9 Berkeley Street, Gloucester.

Edward Stafford Howard Esquire C.B. a  
Commissioner of Woods hereinafter called the Subscriber  
offers to hire from The National Telephone Company  
Limited hereinafter called the Company upon and  
subject to the conditions set out in the first Schedule  
hereto the use of the Telephone Wires and Instruments  
described in the second Schedule hereto annexed for  
a term of Four years and eight calendar  
months from the First day of May One thousand  
nine hundred and seven and to pay therefor a  
subscription of Ninety nine Pounds fifteen  
shillings per annum in advance for each of the  
first four years of the term and a subscription of  
Sixty six Pounds ten shillings in advance for the  
eight months from First May to Thirty-first December  
One thousand nine hundred and eleven. Provided  
always that the above payments shall be subject  
to such reductions as shall from time to time be made  
by the Company in their tariff rates during the  
subsistence of this contract and applicable to the  
same. So long as this Agreement and an Agreement  
bearing date the first day of March One thousand  
eight hundred and ninety nine made between the  
parties hereto and relating to the hire of an Exchange  
Telephone connection at Whitmead Park Coleford shall  
both remain in force the Subscriber shall be entitled  
to obtain Exchange line facilities over the Installation  
herein provided for by means of the said Exchange Telephone  
connection at Whitmead Park aforesaid but any such  
user of the said Installation shall be subject to the  
terms and conditions of the said Agreement of the First  
day of March One thousand eight hundred and ninety  
nine so far as they are applicable.

The

The First Schedule above referred to.

Conditions.

1. The Company shall erect and (subject to the performance by the Subscriber of the conditions herein contained) maintain in good working order the wire and telephonic apparatus specified herein.
2. In the event of the said wire or apparatus not being in good working order the Company shall repair and restore the same at its own expense and with all possible despatch but the Company shall not be held responsible or liable to the Subscriber in damages or otherwise howsoever for any delay provided it uses every reasonable endeavour to restore the communication as speedily as possible.
3. The Company shall not be liable for any loss or damage occasioned by the interruption or disturbance of telephonic communication from any cause whatever.
4. The Subscriber shall take good care of the wires and apparatus and of all the fixtures and accessories connected therewith and shall not damage alter or remove the same nor allow it or them or any of them to be damaged altered or removed nor make nor suffer to be made any attachments to the same and shall not obliterate or allow to be obliterated any marks words or numbers which may be written painted stamped or impressed thereon. In the event of the apparatus being damaged from any cause whatever the subscriber shall pay to the Company the cost of repair of such damage and in the event of the apparatus being totally destroyed by fire or otherwise then the subscriber shall pay to the Company the cost of reinstating the same.
5. The Subscriber shall not send nor permit to be sent nor receive nor permit to be received by or through the said wire or apparatus any message in respect of which any money or other consideration shall be given paid or promised to the Subscriber or to any person other than the Company and he shall not permit the use of the apparatus by any person other than the Subscriber and his servants.
6. If the yearly subscription payable under this Agreement

shall

shall at any time be in arrear for one calendar month after the same ought to have been paid or if the subscriber shall be adjudged Bankrupt or make or enter into any composition or arrangement with his creditors or suffer execution to be levied upon his premises or if the subscriber shall commit any breach of or fail to observe and perform any of the clauses of this Agreement the company may terminate this Agreement by notice in writing at any time thereafter and notwithstanding the waiver of any previous breach as from the time of the service of such notice upon the subscriber or of leaving the same at the subscribers premises. Any such termination shall cancel this Agreement save for the purpose of carrying this clause and clause 11 into effect and such termination shall not prejudice the right of the company to recover the said arrears (if any) any use by the subscriber of the lines after <sup>under this clause</sup> termination shall be terminable by the company by notice in writing at any time and any acceptance of rent by the company shall not waive their right to so determine such use in the absence of a fresh contract in writing in the company's ordinary form. The company shall also be entitled in addition to any such arrears to recover from the subscriber forthwith and without waiting for the expiration by effusion of time of this Agreement as liquidated damages and not by way of penalty a sum equal to the whole subscriptions which would have become payable between such determination and the expiration of this Agreement as aforesaid.

7. The company reserves to itself the right to disconnect without notice and without prejudice to the other clauses of this Agreement any Subscriber whose subscription is overdue.

8. If the company shall at any time be unable or for any reason unwilling to obtain or maintain any licenses wayleaves permissions for attachments or poles or other easements required by the company in connection with ~~the~~ or relation to the subscriber's wire



wires or any part thereof or in the event of the Government taking over the Company's business or any part thereof the Company by notice in writing may determine this Agreement as from the time of the leaving of such notice at the Subscriber's premises and the Subscriber shall be entitled to no payment or compensation except a return of so much of the current year's subscription as shall be proportionate to the unexpired portion of the year.

9. The Subscriber will grant to the Company free of charge every facility in his power for the erection, examination, maintenance and removal of poles, wires, attachments &c. for running his own wires as the Company may from time to time require and will permit the Company and its servants at all reasonable times to have free access to the particular premises herein referred to for the purposes aforesaid. If the Company after written application under the hand of any of their Agents left at the Subscriber's premises shall be unable to obtain any such facility as aforesaid they shall have the right without further notice and without prejudice to the other clauses of this Agreement to disconnect the Subscriber until such facility is afforded. Provided that although the Subscriber shall not be entitled to any payment from the Company in respect of the matters aforesaid or any of them the Company will make good and indemnify him against any damage whatsoever which may have been occasioned to him thereby.

10. This contract shall commence from the date hereof and the said subscription and term shall begin to run from the first day of May One thousand nine hundred and seven.

11. On the determination of this Agreement by any means the Subscriber shall surrender to the Company the said wire and apparatus with all fixtures and accessories in as good condition as when received ordinary wear only <sup>etc</sup> excepted and the Company may forthwith remove the same and for that purpose shall have access at all reasonable times by its Agents and workmen to the premises of the Subscriber and to all other places under the control

of

The Subscriber through or over which any part of the wire or apparatus passes or to which it is fixed and the Subscriber shall have no claim for the repayment of any money which may have been paid for subscription or otherwise under this Agreement or for other compensation or damages.

11/19/21/254  
 23-

12. So long as this Agreement remains in force the yearly rental payable by the Company in respect of existing posts for carrying a telephone wire or wires through the Forest of Dean in the County of Gloucester shall not be increased beyond that specified in an Agreement bearing date the Eighteenth day of August One thousand eight hundred and ninety nine made between Her late Majesty of the first part the Subscriber of the second part and the Company of the third part and relating to the erection of telephone posts in the said Forest of Dean.

13. This Agreement cancels three Agreements bearing date respectively the twentieth day of November One thousand eight hundred and ninety nine the fourteenth day of February One thousand nine hundred and Two and the seventeenth day of May One thousand nine hundred and five made between the parties hereto and relating to the hire of private telephone lines and apparatus.

14. In the event of the Company being called upon to pay royalty to His Majesty's Postmaster General in respect of this Contract the Subscriber undertakes and agrees to from time to time refund to the Company the amount of the royalty paid by them.

The Second Schedule above referred to.

| From             | To                 |
|------------------|--------------------|
| Whitmead Park    | Nagshead Lodge. ✓  |
| Nagshead Lodge   | Worcester Lodge. ✓ |
| Worcester Lodge  | Perch Lodge. ✓     |
| Perch Lodge ✓    | Bracelands Lodge   |
| Bracelands Lodge | Warion's Lodge ✓   |
| Whitmead Park    | Churchill Lodge.   |
| Churchill Lodge. | Russells Lodge.    |

Sw  
 Nagshead  
 Worcester  
 Perch  
 Bracel  
 Warion  
 Church  
 Russel  
 Denby  
 Blaken  
 Staple  
 Yew  
 Crab  
 Herber  
 Ruard  
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 Sutton  
 Serndg  
 Park  
 White  
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number One thousand  
fourteenth day of  
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ve referred to.

Lodge. ✓  
Lodge. ✓  
ce. ✓  
s Lodge  
Lodge ✓  
Lodge.

Russells Lodge.  
Denbigh Lodge  
Whitmead Park  
Staple Edge Lodge.  
Yew Tree Brake Lodge  
Crab Tree Hill Lodge  
Herberts Lodge.  
Ruardean Lodge  
Yew Tree Brake Lodge  
Crab Tree Hill Lodge  
Whitmead Park  
Whitmead Park  
Whitmead Park

Denbigh Lodge.  
Blakeney Hill Lodge.  
Staple Edge Lodge. ✓  
Yew Tree Brake Lodge. ✓  
Crab Tree Hill Lodge  
Herberts Lodge  
Ruardean Lodge  
Edge Hill Lodge.  
Sutton Lodge. ✓  
Serridge Green Lodge.  
Private office (internal extension line)  
Study and House ( do. do. )  
Park Hill Lodge.

— Apparatus. —

| Situation               | Wall Set. | Table Set. | Switch boards. | Expen- sion bells. | Inter through switch | Inter private switch. | Extra Receivers. |
|-------------------------|-----------|------------|----------------|--------------------|----------------------|-----------------------|------------------|
| Naphsod Lodge           | 1         |            |                |                    | 1                    |                       |                  |
| Worcester Lodge.        | 1         |            |                | 1                  | 1                    |                       |                  |
| Pereh Lodge.            | 1         |            |                |                    | 1                    |                       |                  |
| Bracelands Lodge        | 1         |            |                |                    | 1                    |                       |                  |
| Warrior's Lodge         | 1         |            |                |                    |                      |                       |                  |
| Churchill Lodge         | 1         |            |                | 1                  | 1                    |                       |                  |
| Russells Lodge          | 1         |            |                | 1                  | 1                    |                       |                  |
| Denbigh Lodge           | 1         |            |                | 1                  | 1                    |                       |                  |
| Blakeney Hill Lodge.    | 1         |            |                | 1                  |                      |                       |                  |
| Staple Edge Lodge.      | 1         |            |                | 1                  | 1                    |                       |                  |
| Yew Tree Brake Lodge.   | 1         |            | 1.3 line       | 1                  |                      |                       |                  |
| Crab Tree Hill Lodge    | 1         |            | 1.3 line       | 1                  |                      |                       |                  |
| Herberts Lodge.         | 1         |            |                |                    | 1                    |                       |                  |
| Ruardean Lodge.         | 1         |            |                |                    | 1                    |                       |                  |
| Edge Hill Lodge.        | 1         |            |                |                    |                      |                       |                  |
| Sutton Lodge            | 1         |            |                |                    |                      |                       |                  |
| Serridge Green Lodge    | 1         |            |                | 1                  |                      |                       |                  |
| Park Hill Lodge         | 1         |            |                |                    |                      |                       |                  |
| Whitmead Park           | 1         |            | 1.8 line       |                    |                      |                       | 1                |
| Private Office internal |           | 1          |                |                    |                      |                       | 1                |
| Study and House.        |           | 1          |                | 3                  |                      | 1                     |                  |
|                         | 19        | 2          | 3              | 12                 | 10                   | 1                     | 2                |

Dated Twenty fourth day of August 1908.

Accepted on behalf of the company  
(Sd) Albert Innes, Secretary  
per pro C. W. L. Carter.  
duly authorized in this behalf.

Dated 26<sup>th</sup> August 1908.

Forest of Dean.

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

to  
Mr. Thomas Fisher.

lease  
of Quarry No. 708.

Commencing 24 June 1908.  
Term of years 7 $\frac{1}{4}$   
Expires 29 September 1915

Certain Rent £5 per annum.

Royalty 4d. per ton of 2240 lb.

*Sealed d. 1908/9*  
This Indenture made the twenty sixth day of August One thousand nine hundred and eight Between The King's Most Excellent Majesty of the first part Edward Stafford Howard Esquire CB. Gaveler of the Forest of Dean and the Commissioner of His Majesty's Woods in charge of the hereditaments hereinafter described of the second part and Thomas Fisher of Fydbrook in the County of Gloucester (hereinafter called "the Lessee") of the third part Witnesseth that in consideration of the rent and royalty hereinafter reserved and of the covenants hereinafter contained the said Edward Stafford Howard as such Commissioner as aforesaid on behalf of His Majesty Both demise and lease unto the lessee All and singular the quarries beds and veins of stone within all that stone

quarry situate at Hangerbury and numbered 708 in the Deputy Gavelers Quarry lease Books which quarry ground is more particularly 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 fourth day of June One thousand nine hundred and eight for

the

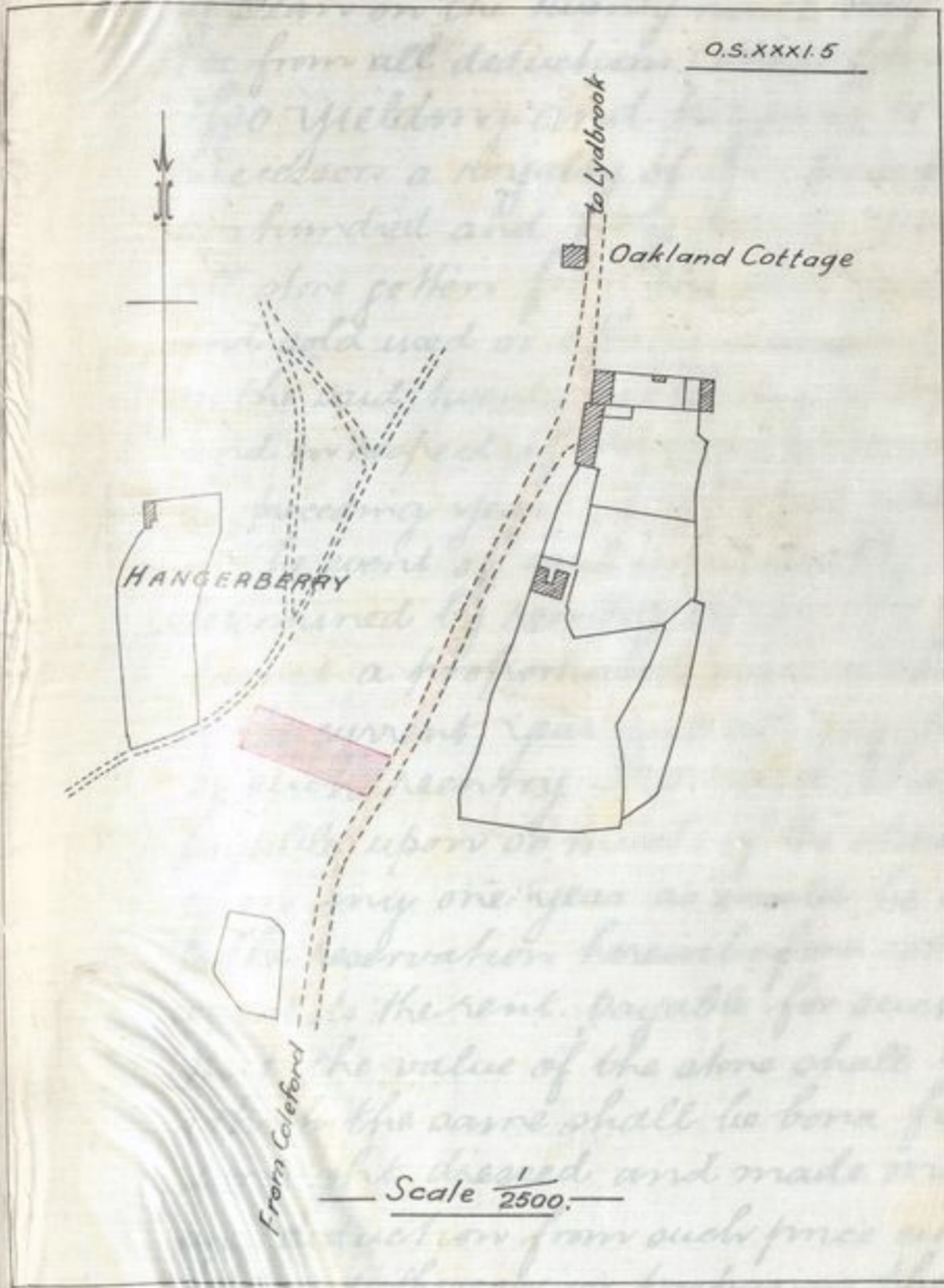
the term of Seven years and one quarter of another  
 year yielding and paying unto His Majesty His Heirs  
 and Successors therefor the rent of a peppercorn if demanded  
 for the first half year of the said term and thereafter the clear  
 yearly rent of Five Pounds such rent and the royalty hereinafter  
 reserved to be paid to the Crown Receiver for the Forest  
 of Dean on the twenty ninth day of September in every year  
 free from all deductions (except 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 during the said term  
 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 term being  
 determined by reentry under the proviso hereinafter con-  
 tained a proportionate part of the said rent for the fraction  
 of the current year and all royalty accrued up to the day  
 of such reentry Provided that no royalty shall be  
 payable upon so much of the stone sold used or disposed  
 of in any one year as would be sufficient in value according  
 to the reservation hereinbefore contained to yield a sum  
 equal to the rent payable for such year Provided also  
 that the value of the stone shall be deemed to be the price for  
 which the same shall be bona fide sold after having been  
 wrought dressed and made marketable without making  
 any deduction from such price either in respect of labour  
 bestowed thereon in preparing the same for sale or in respect  
 of carriage to any yard or works of the Lessee or of any other  
 matter 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

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the term of Seven years and one quarter of another year yielding and paying unto His Majesty His Heirs and Successors therefor the rent of a peppercorn if demanded for the first half year of the said term and thereafter the clear yearly rent of Five Pounds such rent and the royalty herem-

ade the twenty thousand nine between The ent Majesty d Stafford weller of the ommissioner n charge of the described d Thomas the County of lled "the Witnesseth the rent and ved und of contained d Howard as foresaid or both demise fessce All ries beds and ll that stone bered 708 books which delineated and margin of these to hold the enty fourth and eight for the



Receiver for the Forest September in every year (as Property Tax) And His Majesty His Heirs and Heirs or of Two thousand Pounds of the value of during the said term such royalty to be paid whether in every year for or disposed of during the term being visio hereinafter con- sidered rent for the fraction accrued up to the day such royalty shall be used or disposed of sufficient in value according to yield a sum per year Provided also deemed to be the price for sold after having been ascertainable without making in respect of labour re for sale or in respect of the fessce or of any other

matter whatsoever except that the cost of carriage from the said quarry or from any yards works or premises of the Lessee 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

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at the date the stone was so used or disposed of without allowance of any deduction whatsoever and if there shall be any dispute as to what was the general market price at such date such dispute shall be determined by the Crown's Chief Mineral Inspector for the time being whose decisions 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 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 Deans 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 except a cabin for sharpening or depositing therein quarrying implements which cabin shall not on any pretence or for any cause or reason be used or occupied as a dwellinghouse or for any purpose other than for sharpening and depositing therein implements necessary for working and carrying on the said quarry.
5. To fence round in a proper and substantial manner to the satisfaction of the lessor all and singular the pits and openings which shall be made or worked under or by virtue of these presents

and to erect and set up within six months from the date hereof all such boundary stones at each angle of the site of the said Quarry and also all such gates posts pales and other defences around or about the said Quarry as shall be necessary or as shall be required by the lessor for the better defining and identifying the said quarry and for preventing cattle or other animals from trespassing thereon or injuring themselves and at all times during the said term to keep in good and substantial repair such boundary stones gates posts pales and other defences and not during the said term to fell stub cut lop or wilfully destroy spoil or damage any timber or other tree pollard sapling or young stone growing on or near the said premises or any part thereof.

6. To search for and dig forthwith stone from the said quarry and with a sufficient number of good and able bodied quarrymen and workmen to work manage and carry on the said Quarry in a fair workmanlike and proper manner to the satisfaction of the lessor and not at any time to commit or suffer within the said quarry any wilful or negligent act whereby the mines and seams of coal and iron thereunder or thereto adjacent and not comprised in this demise may be damaged by or overcharged with water or whereby the working of any such mines or seams may be impeded or prevented and if at any time any excavations or borings made by the lessee in working the said Quarry shall reach a depth which in the opinion of the Crown's Chief Mineral Inspector may involve a risk of letting water into any such mine or seam and notice thereof shall be given to the lessee or left for him upon the said Quarry then the lessee will immediately cease making any further excavations 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 inspect 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 commencing to remove any top soil give 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 when required to produce the said account to His Majesty's Agent for the time being and permit him to take extracts therefrom or copies thereof the lessee giving any explanation that may be required in relation thereto.

9. To deliver to the lessor or to His Majesty's said Receiver within ten days next after the twenty ninth day of September in each year and at such times during the said term as the lessor shall in writing require the same and also within ten days after the expiration or sooner determination of the said term a correct and legible account in writing of the quantity of the stone which during the preceding year and such other time as shall be required by such notice as aforesaid shall have been gotten and sold used or otherwise disposed of clearly expressing therein if the lessor shall so require the names of the persons to or by whom and the times and prices (if any) at and for which the same respectively shall have been sold used or disposed of or if the circumstances shall so require a statement that none of the stone hereby demised has during the preceding year or such other time as aforesaid been gotten and sold used or otherwise disposed of every such account being if required first verified by a Statutory Declaration by the lessee or his chief or only Agent for the time being and within the same periods and at such other time as aforesaid to deliver if

required to the lessor a correct plan and measurement signed by the lessee or his chief or only Agent of the actual area of the lands from which the said stone shall have been gotten as aforesaid and of the workings and cuttings of and in the said Quarry distinctly showing the course and extent thereof and also to keep a like plan and measurement at the quarry or works or at the office belonging thereto and permit the lessor and his Agent at all times to inspect the same.

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

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

12. Provided always and it is hereby agreed that it shall be lawful for the lessor or the 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 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 Dem 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 either voluntarily or involuntarily do or suffer any act or thing whereby or in consequence whereof his interest in the premises hereby demised shall without such consent as aforesaid become vested in any person whomsoever except by bequest or by representation then and in any of such cases it shall be lawful for the lessor into and upon the said demised premises or any part thereof in the name of the whole to reenter and the same premises to have again as in his former estate and in case of any such reentry there shall be payable by the lessee to the King's Majesty His Heirs and Successors in addition to any rent or royalty then due a proportionate part of the accruing rent and royalty for the then current year up to the day on which such reentry shall have been made.

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

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

Signed sealed and delivered  
by the above named Edward  
Stafford Howard in the presence  
of Hugh Evan Thomas,  
Captain R.N.  
Admiralty. London.

E. Stafford Howard. (L.S)

Signed sealed and delivered  
by the above named Thomas  
Fisher in the presence of  
Edmund John Flewelling,  
Lydbrook. Glos.  
Builder. &c.

Thomas Fisher. (L.S)

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

George J. Morris.  
Assistant Keeper of the Records.

1st Sept. 1908

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