

File 1527¹Dated 23rd February 1909.Dean Forest.E. Stafford Howard Esq.
C.B. a Commissioner of His
Majesty's Woods &c.to
E. R. Payne & Son, LimitedLease
of Quarry No. 612.Commencing 29th September 1908

Term - - - - - 19

Expires 29th September 1927.Certain rent £25 per annum.Royalties as within.Lease transferred to
Mr. W. Edchester
Wemyss by Deed
dated 25/3/09

situate at Birch Hill in the said Forest of Dean and numbered 612 and 649 to be called quarry No. 612 in the Deputy Gaveler's 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 Lessees from the twenty ninth day of September One thousand nine hundred and eight for the term of Nineteen years Paying unto His Majesty His Heirs and Successors therefor during the said term the clear yearly rent of Twenty five pounds such rent and the royalty hereinafter reserved to be paid to the Deputy Gaveler of the said Forest on the twenty ninth day of September in every year free from all deductions (except Landlord's Property Tax) And also paying to His Majesty His Heirs and Successors during the first

Sched. a.
This Indenture made the twenty third day of February One thousand nine hundred and nine Between The King, Most Excellent Majesty of the first part Edward Stafford Howard Esquire C.B. the Commissioner of His Majesty's Woods in charge of the premises hereby demised and Gaveler of the Royal Forest of Dean of the second part and E. R. Payne and Son limited whose registered Offices are at Town Hall Chambers Newham in the County of Gloucester (hereinafter called "the Lessees") of the third part Witnesseth that in consideration of the rent and royalties hereinafter reserved and of the covenants hereinafter contained the said Edward Stafford Howard as such Commissioner as aforesaid on behalf of His Majesty Doth demise and lease unto the Lessees All and singular the quarries Beds and veins of stone within all those stone quarries

BIRCH

From Coleford

five years of the said term a royalty of six pence per ton of two thousand two hundred and forty pounds avoirdupois on all block or dressed stone and all other stone except waste or rubble gotten from the said quarry and sold used or otherwise disposed of (or if such block or dressed stone or other stone shall be sold used or disposed of by measurement then a royalty of six pence for every fourteen cubic feet of such stone) And thereafter during the next succeeding seven years of the said term paying to His Majesty His Heirs and Successors ~~and Successors~~ a royalty of eight pence for every like ton (or for every fourteen cubic feet as the case may be) on all block or dressed stone or other stone except waste or rubble gotten from the said quarry and sold used or otherwise disposed of And also paying to His Majesty His Heirs and Successors during the first twelve years of the said term a royalty of two pence for every like ton of waste or rubble stone gotten from the said quarry (including stone from the top ^{theoretically} soil) and sold used or otherwise disposed of And also paying to His Majesty His Heirs and Successors during the remainder of the said term after the first twelve years thereof in respect of each of the two classes of (1) block or dressed stone or other stone except waste or rubble and of (2) waste or rubble stone gotten from the said quarry and sold used or otherwise disposed of a royalty thereon equal to the percentage on the value of such class of stone that would have been produced if the royalty thereon paid by the lessees during the whole of the second period of seven years had been assigned as a percentage of value of the stone of the class on which it was paid instead of at the rate of eight pence per ton or two pence per ton as the case might be the assessment of the royalties to be paid by the lessees as aforesaid to be settled by the lessor (the term "lessor" being hereinafter defined) whose decision shall be final and binding on all parties such royalties to be paid on the said twenty ninth day of September in every year for and in respect of the stone sold used or disposed of during the preceding year And also paying in the event of and immediately upon the term being determined by reentry under the proviso

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waste or rubble gotten from the said quarry and sold used or otherwise disposed of paying to His Majesty His Heirs and Successors during the next succeeding seven years of the said term a royalty of eight pence for every like ton of waste or rubble gotten from the said quarry (including stone from the said quarry otherwise disposed of) And His Heirs and Successors during the said term after the first twelve years of the said term on the value of such class produced if the royalty assigned as a percentage of value of the stone on which it was paid instead of at the rate of six pence per ton or two pence per ton as the case might be the amount of the royalties to be paid to be settled by the lessor after defined) whose decision shall be final and binding on all parties such royalties

to be paid on the said twenty ninth day of September in every year for and in respect of the stone sold used or disposed of during the preceding year And also paying in the event of and immediately upon the term being determined by reentry under the provisio

herinafter contained a proportionate part of the said rent for the fraction of the current year and all royalty accrued up to the day of such reentry. Provided that no royalty shall be payable upon so much of the stone sold used or otherwise disposed of in any one year as would be sufficient in value according to the reservation hereinbefore contained to yield a sum equal to the rent payable for such year. Provided also that in the assessment of the royalty to be paid after the first twelve years of the said term as aforesaid the value of the stone shall be deemed to be the price for which the same shall be bona fide sold after having been wrought dressed and made marketable without making any deduction from such price either in respect of labours bestowed thereon in preparing the same for sale or in respect of carriage to any yard or works of the lessees or of any Company being assignees of these presents or of any other matter whatsoever except that the cost of carriage from the said quarry or from any yards works or premises of the lessees in the said Forest as the case may be to the place of delivery to a purchaser shall be allowed where such cost is included in the sale price. And in the event of the stone being used or disposed of otherwise than by sale the value shall be deemed to be the general market price in the said Forest at the date that the stone was so used or disposed of without allowance of any deduction whatsoever and if there shall be any dispute as to what was the general market price at such date such dispute shall be determined by the Crown Chief Mineral Inspector for the time being whose decision shall be final and binding on all parties. And the lessees hereby covenant with His Majesty His Heirs and Successors in manner following (that is to say)

1. To pay unto His Majesty His Heirs and Successors the said rent and royalties hereby reserved at the time and in the manner hereinbefore mentioned for payment thereof without any deduction or abatement whatsoever. (except as aforesaid)
2. To bear pay and discharge all and all manner

of present and future taxes rates charges assessments impositions and outgoings of what nature or kind soever in respect of the said premises (except Landlord's Property Tax).

3. To abide by fulfil and keep all and singular the rules and regulations set forth in the Award of the Dean Forest Mining Commissioners relating to Quarries in the said Forest made pursuant to the Act of Parliament 1st and 2nd Victoria Chapter 43.
4. Not at any time during the said term to cultivate the said quarry hereby demised or use the same or any part thereof for any purpose whatsoever other than as a stone quarry and not to erect or make any building thereon except a cabin for sharpening or depositing therein quarrying implements which cabin shall not on any pretence or for any cause or reason be used or occupied as a dwellinghouse or for any purpose other than for sharpening and depositing therein implements necessary for working and carrying on the said quarry.
5. To fence round in a proper and substantial manner to the satisfaction of the lessor all and singular the pits and openings which shall be made or worked under or by virtue of these presents and to erect and set up within one month from the date hereof and before commencing to work the said quarry all such boundary stones at each angle of the site of the said quarry and also all such gates posts pales and other defences around or about the said quarry as shall be necessary or as shall be required by the lessor for the better defining and identifying the said quarry and for preventing cattle or other animals from trespassing thereon or injuring themselves and at all times during the said term to keep in good and substantial repair such boundary stones gates posts pales and other defences and not during the said term to fell stub cut lop or wilfully destroy spoil or damage any timber or other tree pollard sapling or young stone growing on or near the said premises or any part thereof.
6. To search for and dig forthwith stone from the said quarry and with a sufficient number of good and able bodies

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 lessees 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 lessees or left for them upon the said quarry then the lessees will immediately cease making any further excavation or boring in such place or places as may be specified in such notice but the fact of any such notice being given or not shall not exonerate the lessees from their liability in respect of any damage occasioned as aforesaid.

7. To permit the lessor and his Agents or servants at all reasonable times to enter and inspect the said quarry and in case any want of fencing or repairs shall be found the lessees shall upon notice 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 lessees shall make default in so doing it shall be lawful for the workmen or others to be employed by the lessor to enter into the said premises and to perform and complete the said fencing and repairs and the lessees will on demand pay to His Majesty His Heirs and Successors all expenses to be incurred thereby and in case of non-payment thereof or of any part thereof the same or such part thereof as shall not be paid may be recovered as liquidated damages.

8. To pay the lessor on demand the value as a growing

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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 the said quarry such value to be determined by the Deputy Surveyor for the time being of the said Forest whose decision shall be conclusive and binding upon the lessees.

9. To keep legible books of account with correct entries of the quantities of the stone gotten from the said quarry and of the persons to or by whom and the times and prices at or for which the same shall be sold used or otherwise disposed of distinguishing in such account the quantities of blocks or dressed stone and waste or rubble respectively and at all times when required to produce the said account to His Majesty's Agent for the time being and permit him to take extracts therefrom or copies thereof the lessee giving any explanation that may be required in relation thereto.
10. To deliver to the lessor or to His Majesty's said Receiver within ten days next after the twenty ninth day of September in each year and at such times during the said term as the lessor shall in writing require the same and also within ten days after the expiration or sooner determination of the said term a correct and legible account in writing specifying and distinguishing as aforesaid of the quantity of the stone which during the preceding year and such other time as shall be required by such notice as aforesaid shall have been gotten and sold used or otherwise disposed of clearly expressing therein if the lessor shall so require the names of the persons to or by whom and the times and prices (if any) at and for which the same respectively shall have been sold used or otherwise disposed of or if the circumstances shall so require a statement that none of the stone hereby demised has during the preceding year or such other time as aforesaid been gotten and sold used or otherwise disposed of every such account being if required first verified by a Statutory Declaration by the lessees or their chief or only Agent for the time being And within the same periods and at such other time as aforesaid to deliver if required to the lessor a correct

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

11. Not at any time to assign underlet or otherwise part with the demised premises or any part thereof for the whole or any part of the term hereby granted without the consent in writing of the lessor for that purpose first had and obtained.
12. At the end or sooner determination of the said term hereby granted to yield and deliver up to the lessor the quiet and peaceable possession of the quarry in such order and condition as shall be satisfactory to the lessor.
13. Provided always and it is hereby agreed that it shall be lawful for the lessor or the lessees to determine the term hereby granted at the expiration of the first or any subsequent year thereof on giving notice in writing of such purpose to the other of them at least six calendar months before the expiration of such first or other subsequent year of the said term and if such notice shall proceed from the lessor the same may be delivered or sent by post to the lessees at their registered office or at their usual or last known place of business and if the said notice shall proceed from the lessees the same may be sent by post to or left at the office in London for the time being of the Commissioners of Woods.
14. Provided always that if the rent or royalty hereby reserved or any part thereof shall be in arrear for twenty days or if there shall be a breach of any of the covenants conditions or agreements in these presents contained or in any of the said rules and regulations annexed to the Award of the said Dean Forest Naming Commissioners hereinbefore mentioned which on the part of the

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

15. Provided lastly and it is hereby agreed and declared that the term "lessor" herein means the King's Majesty His Heirs Successors and Heirs 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 "lessees" shall include their assigns and the executors administrators and assigns of any assignee.

16. And the said Edward Stafford Howard doth hereby direct that this Deed shall be deemed to be fully and sufficiently 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 lessees have caused their common seal to be hereunto

affixed the day and year first above written.

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

The common seal of E. R. Payne
Son limited was affixed
hereto in the presence of
F. C. C. Barnett.
Philip Barnett } Directors.

Seal.

E. F. R. Barnett Secretary.

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

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

3rd March, 1909.

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File 1466.

Dated 31st

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File 1466.

Sched. 1908/9.

Dated 31st December 1908.Dean Forest.E. Stafford Howard Esq.
a Commissioner of His
Majesty's Woods &c.to
Mr. Charles Howard.Lease
of Quarry No. 710.Commencing 25th March 1908.

Term

Expires 29th September 1915.Certain Rent £ 4 per
annum.

Royalty as within.

This Indenture made the thirty first day of December 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 His Majesty's Woods in charge of the premises hereby demised and Gavellers of the Royal Forest of Dean of the second part and Charles Howard of Drybrook Ellwood near Coleford in the County of Gloucester Freeman (hereinafter called "the lessee") of the third part Witnesseth that in consideration of the rent and royalties hereinafter reserved and of the covenants hereinafter contained the said Edward Stafford Howard as such Commissioner as aforesaid on behalf of His Majesty Doth demise and lease unto the lessee All and singular the quarries beds and veins of stone within All that stone quarry situate at Drybrook in the Forest of Dean and bounded on all sides by open

Forest and numbered 710 in the Deputy Gavellers 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 fifth day of March One thousand nine hundred and eight for the term of Seven years and one half of another year Paying unto His Majesty His Heirs and Successors therefor the clear yearly rent of Four Pounds such rent and the royalty hereinafter reserved to be paid to the Crown Receiver for the said Forest on the twenty ninth day of September in every year free from all deductions (except Landlord's Property Tax) And also paying to His Majesty His Heirs and

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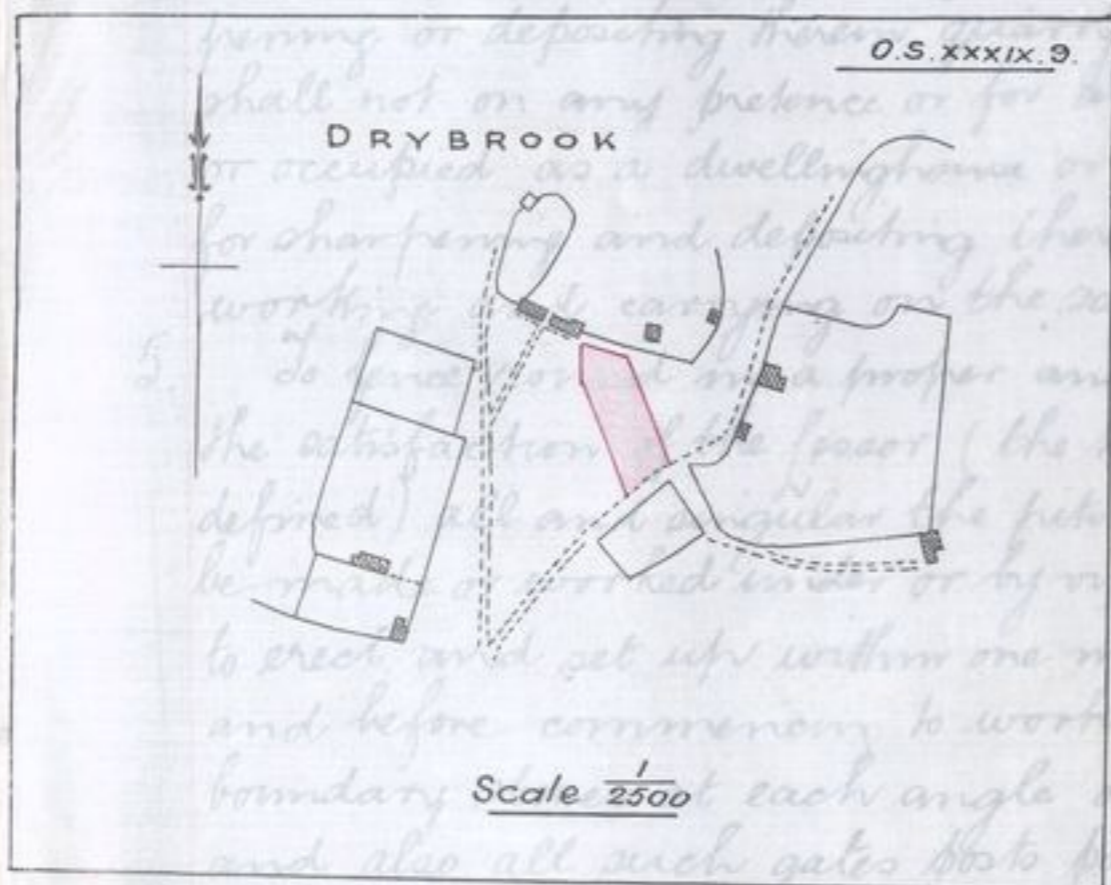
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Successors during the said term a royalty of Six pence per ton of Two thousand two hundred and forty pounds avoirdupois on all block or dressed stone and all other stone except waste or rubble gotten from the said Quarry and sold used or otherwise disposed of (or if such block or dressed stone or other stone shall be sold used or disposed of by measurement then a royalty of Six pence for every fourteen cubic feet of such stone) And also paying to His Majesty His Heirs and Successors during the said term a royalty of Two pence for every like ton of waste or rubble stone gotten from the said Quarry (including stone from the top soil thereof) and sold used or otherwise disposed of such royalties to be paid on the said twenty ninth day of September in every year for and in respect of the stone sold used or disposed of during the preceding year And also paying in the event of and immediately upon the term being determined by reentry under the proviso hereinafter contained a proportionate part of the said rent for the fraction of the current year and all royalty accrued up to the day of such reentry Provided that no royalty shall be payable upon so much of the stone sold used or otherwise disposed of in any one year as would be sufficient in value according to the reservation hereinbefore contained to yield a sum equal to the rent payable for such year And in the event of the stone being used or disposed of otherwise than by sale the value shall be deemed to be the general market price in the said Forest at the date that the stone was so used or disposed of without allowance of any deduction whatsoever and if there shall be any dispute as to what was the general market price at such date such dispute shall be determined by the Crown's Chief Mineral Inspector for the time being whose decision shall be final and binding on all parties And the Lessee hereby covenants with His Majesty His Heirs and Successors in manner following (that is to say).

1. To pay unto His Majesty His Heirs and Successors the said rent and royalties hereby reserved at the time and in the manner hereinbefore mentioned for payment thereof without any deduction or abatement whatsoever (except as aforesaid)

2. To bear pay and discharge all and all manner of present and future taxes rates charges assessments impositions and outgoings of what nature or kind soever in respect of the said premises (except landlord's Property Tax)
3. To abide by fulfil and keep all and singular the rules and regulations set forth in the Award of the Dean Forest Mining Commissioners relating to Quarries in the said Forest made pursuant to the Act of Parliament 1st and 2nd Victoria Chapter 43.
4. Not at any time during the said term to cultivate the said quarry hereby demised or use the same or any part thereof for any purpose whatsoever other than as a stone quarry and not to erect or make any building thereon except a cabin for sharpening or depositing therein quarrying implements which cabin shall not on any pretence or for any cause or reason be used or occupied as a 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 (the term "lessor" being hereinafter defined) all and singular the pits and openings which shall be made or worked under or by virtue of these presents and to erect and set up within one month from the date hereof and before commencing to work the said quarry all such boundary stones at each angle of the site of the said quarry and also all such gates posts pales and other defences around or about the said quarry as shall be necessary or as shall be required by the lessor for the better defining and identifying the said quarry and for preventing cattle or other animals from trespassing thereon or injuring themselves and at all times during the said term to keep in good and substantial repair such boundary stones gates posts pales and other defences and not during the said term to fell stub cut or 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 with a sufficient number of good and able bodied quarrymen and workmen to work manage and carry

2. To bear pay and discharge all and all manner of present and future taxes rates charges assessments impositions and outgoings of what nature or kind soever in respect of the said premises (except landlord's Property Tax)
3. To abide by fulfil and keep all and singular the rules and regulations set forth in the Award of the Dean Forest Mining Commissioners relating to Quarries in the said Forest made pursuant to the Act of Parliament 1st and 2nd Victoria Chapter 43.
4. Not at any time during the said term to cultivate the said quarry hereby demised or use the same or any part thereof for any purpose whatsoever other than as a stone quarry and not to erect or make any building thereon except a cabin for sharpening or depositing the 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 the implements necessary for working the said quarry.
5. To erect or make in a proper and substantial manner to the satisfaction of the lessor (the term "lessor" being hereinafter defined) all and singular the fences and openings which shall be made or worked in 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 gates posts pales and other defences around and 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 or 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 with a sufficient number of good and able bodied quarrymen and workmen to work manage and carry



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 now thereunder or thereto adjacent and not comprised in this demise may be damaged by or overcharged with water or whereby the working of any such mines or seams may be impeded or prevented and if at any time any excavation or boring made by the lessee in working the said quarry shall reach a depth which in the opinion of the Crown's Chief Mineral Inspector may involve a risk of letting water into any such mine or seam and notice thereof shall be given to the lessee or left for him upon the said quarry then the lessee will immediately cease making any further excavation or boring in such place or places as may be specified in such notice but the fact of any such notice being given or not shall not exonerate the lessee from his liability in respect of any damage occasioned as aforesaid.

7. To permit the lessor and his agents or servants at all reasonable times to enter and inspect the said quarry and in case any want of fencing or repair shall be found the lessee will upon notice thereof in writing being given to or left on the said premises for him substantially and properly repair fence and amend the same accordingly within one calendar month next after any such notice shall have been given or left as aforesaid. And in case the lessee shall 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~~ recovered as liquidated damages.

8. To pay the lessor on demand the value as a growing

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

9. To keep legible books of account with correct entries of the quantities of the stone gotten from the said quarry and of the persons to or by whom and the times and prices at or for which the same shall be sold used or otherwise disposed of distinguishing in such account the quantities of block or dressed stone and waste or rubble respectively and at all times when required to produce the said account to His Majesty's Agent for the time being and permit him to take extracts therefrom or copies thereof the lessee giving any explanation that may be required in relation thereto.

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

11. Not at any time to assign underlet or otherwise part with the demised premises or any part thereof for the whole or any part of the term hereby granted without the consent in writing of the lessor for that purpose first had and obtained.
12. At the end or sooner determination of the said term hereby granted to yield and deliver up to the lessor the quiet and peaceable possession of the quarry in such order and condition as shall be satisfactory to the lessor.
13. Provided always and it is hereby agreed that it shall be lawful for the lessor or the lessee to determine the term hereby granted at the expiration of the first or any subsequent year thereof on giving notice in writing of such purpose to the other of them at least six calendar months before the expiration 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.
14. Provided always that if the rent or royalty hereby reserved or any part thereof shall be in arrear for twenty days or if there shall be a breach of any of the covenants conditions or agreements in these presents contained or in any of the said rules and regulations annexed to the Award of the said Dean Forest Mining Commission hereinbefore mentioned which on the part of the lessee are or ought to be observed or performed or if the

lessee or any company being assignees of these presents shall be wound up except for purposes of reconstruction or if a Receiver in Bankruptcy of his estate shall be appointed or a Receiving Order made against him or if any company formed for working the stone hereby demised shall be wound up or if the lessee shall either voluntarily or involuntarily do or suffer any act or thing whereby or in consequence whereof his interest in the premises hereby demised shall without such consent as aforesaid become vested in any person whomsoever except by bequest or by representation then and in any of such cases it shall be lawful for the lessor into and upon the said demised premises or any part thereof in the name of the whole to reenter and the same premises to have again as in his former estate and in case of any such reentry there shall be payable by the lessee to the King's Majesty His Heirs and Successors in addition to any rent or royalty then due a proportionate part of the accruing rent and royalty for the then current year up to the day on which such reentry shall have been made

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

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

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

Signed sealed and delivered
by the above named Edward
Stafford Howard in the presence
of Chas. E. Howlett.
Office of Woods, London St.

E. Stafford Howard. *ES*

Signed sealed and delivered
 by the above named Charles } Charles Howard. (S.S.)
 Howard in the presence of } Mason Drybrook,
 Oliver Hoare, } Ellwood Coleford
 Drybrook, Ellwood } Gloucestershire.
 W. Coleford.
 Gloucestershire.
 Collier.

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

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

4th March
 1909.

Dean Forest. F. 444.
 File 1523. File 1523.
 Enclosures. 2.

Office of Woods &c.
 10 February 1909.

Dean Forest.
 Bungalow near Hawkevell.

W.F. Sealey.
 Permission to enclose a piece of land & erect a Bungalow thereon at Hawkevell.

Mr. T.F. Leese the Deputy Surveyor of Dean Forest has reported to this Office your application for permission to erect a temporary building or Bungalow at Hawkevell. In reply I am to inform you that the land is subject to commonable rights and any commoner may therefore object to its enclosure, but so far as the interests of the Crown as owner of the soil are concerned he is willing to give you permission during the pleasure of the Crown to fence in a quarter of an acre near the Hawkevell Tin Plate Works at the point indicated by a red cross on the enclosed tracing and to erect thereon a bungalow on the following conditions viz:-

Acknowledgment
 10/- p. a.

1. A fence is to be erected to the satisfaction of the Deputy Surveyor.
2. The erection is to be made together with proper sanitary arrangements according to the byelaws of the District if any exist.
3. In the event of this permission being determined the building and fence are to be removed and the ground restored to the satisfaction of the Deputy Surveyor.
4. An ^{annual} acknowledgment of 10/- is to be paid to the Deputy Surveyor in advance on 5th January in each future year the first payment in respect of the year to 5th January 1910 to be made on the acceptance of this offer.

If you desire to accept these terms you will be good enough to return the enclosed letter signed and dated, upon receipt of which the Deputy Surveyor will be authorised to allow you to proceed with the erection of the building and the fencing.

I am &c.
Chas. E. Howlett.

J. W. F. Sealey.

J. 4444.

Hawthwell, D. Binderford.
15th February 1909.

Sir,

Dear Forest. File F. 1523.

I beg to accept your offer of permission dated 10th inst to enclose a quarter of an acre of land at the point shown by a red cross on the tracing that accompanied your letter and to erect thereon a Bungalow and I agree to pay the annual acknowledgment of 10/- and to observe the conditions specified in your letter, during the continuance of the permission.

I am &c.

William F. Sealey.

C. Stafford Howard Esq. C.B.

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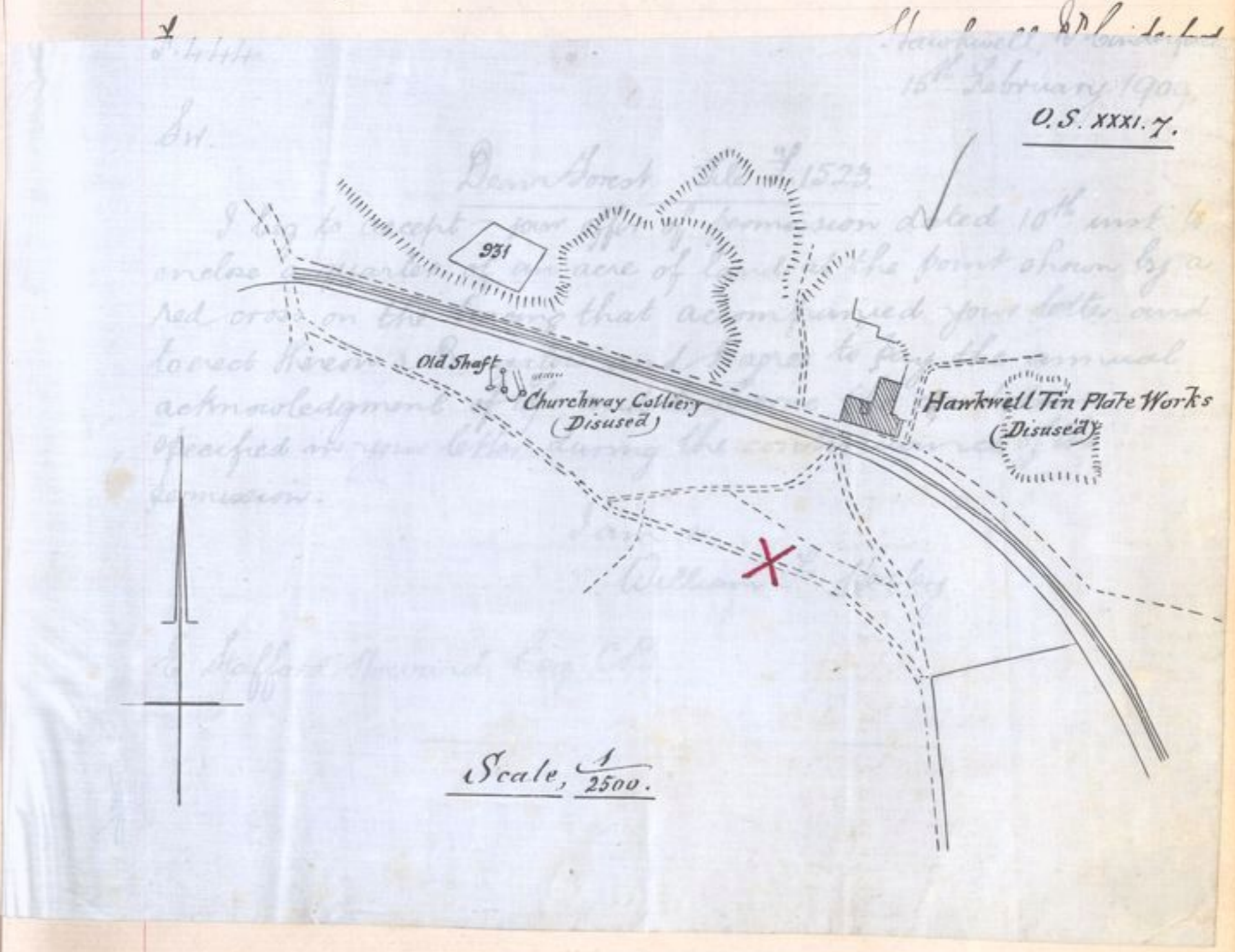
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1. A fence is to be erected to the satisfaction of the Deputy Surveyor.
2. The erection is to be made together with proper sanitary arrangements according to the byelaws of the District if any exist.
3. In the event of this permission being determined the building and fence are to be removed and the ground restored to the satisfaction of the Deputy Surveyor.
4. In ^{annual} acknowledgment of 10/- to be paid to the Deputy Surveyor in advance on 5th January in each future year the first payment in respect of the year to 5th January 1910 to be made on the acceptance of this offer.

If you desire to accept these terms you will be good enough to return the enclosed letter signed and dated, upon receipt of which the Deputy Surveyor will be authorized to allow you to proceed with the erection of the building and the fencing.

I am etc.
Chas. E. Howlett.

Mr W. Stealey.



Dean Forest.

F. 614.

File 944³.File 944³
SW.Office of Woods &
17th February 1909.

Easements

Mr. J. Hawker
Permissionto maintain
a building and tracing
a fence around
it at Linderford.Acknowledgment
£2.2.0 p.a.

Dean Forest. Easements.

Mr. V. F. Leese, the Deputy Surveyor of Dean Forest, has reported to this Office your application to renew for a year the permission granted to Major Prevost to fence in a piece of Crown land at Linderford and to erect thereon a drill shed as shown by pink colour on the enclosed tracing.

In reply I am directed by Mr. Stafford Howard to state that he is willing, so far as the interests of the Crown are concerned, to continue the permission for one year from 10th October last upon the following terms and conditions.

1. An acknowledgment of £2.2.0 is to be paid to the Deputy Surveyor in advance.
2. The fence round the land is to be maintained to the satisfaction of the Deputy Surveyor.
3. The glazed pipe drains as indicated by a blue line on the said tracing is to be maintained by you.
4. The bit of open Forest land on the West side of the land in question is to be kept level and tidy.
5. At the expiration of the license hereby granted you are at liberty to purchase the premises above referred to for the sum of £55, provided you give notice not less than two months before such expiration of your intention to exercise this option.

The conveyance would be prepared in the form now usually adopted, and subject to the special reservations now required on behalf of the Crown in similar cases. A provision would be inserted that no fresh building should be erected on the land within six feet of the boundary where it adjoins land for the time being the property of the Crown. The office charges amounting to £3 would have to be paid by you.

If you desire to accept this offer I am to request that you will be good enough to remit the sum of £2.2.0

to Mr. Y. F. Leese, Whitmead Park, Parkend, near Sydney, and
return the enclosed letter signed and dated.

I am etc.

Chas. C. Howlett.

Mr Hawker.

Lion Hotel.

Binderford.

Lion Hotel.

Binderford.

8th March 1909.

Sir,

Dean Forest. File 944-3

I beg to accept the offer contained in your letter of the
17th February 1909 of permission to maintain a fence round
a piece of land and to maintain the building erected thereon
at Binderford as shown on the plan that accompanied
your letter and I agree to pay the acknowledgment of £2.2.0
and to observe the conditions therein specified.

I am etc.

James Hawker.

E. Stafford Howard Esq. C.B.

of Woods &
February 1909.

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to Mr. V. F. Leese, Whitmead Park, Parkend, near Lydney, and return the enclosed letter signed and dated.

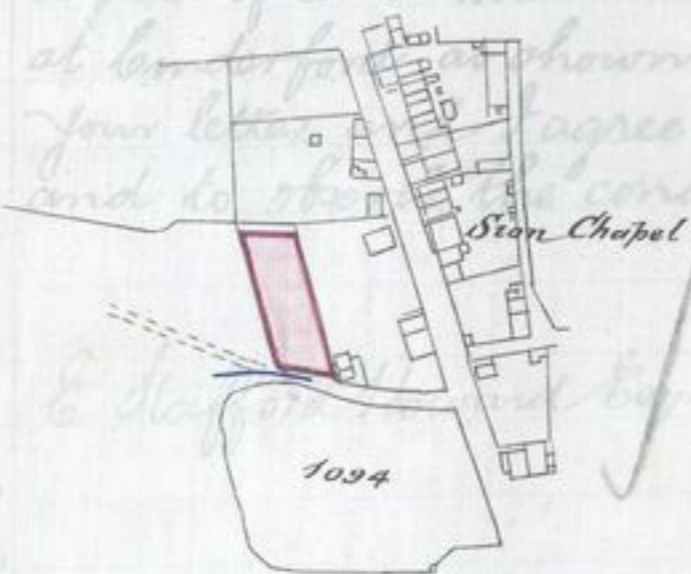
I am etc.
Chas. C. Howlett.

Mr Hawker.
Lion Hotel.
Lunderford.

Lion Hotel.
Lunderford.
8th March 1909.

Sir,
Dean Forest. File 944-3

I beg to accept the offer contained in your letter of the 17th February 1909 of permission to maintain a fence round a piece of land and to maintain the building erected thereon at Lunderford as shown on the plan that accompanied your letter. I agree to pay the acknowledgment of £2.2.0 and to observe the conditions therein specified.



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I am etc.
James Hawker.

of Woods &
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File 6053.

Dated 8th
March 1909.County of
Monmouth.E. Stafford
Howard Esq. CB.
and
The Earl of
Chesterfield
and others.Agreement
for payment
of additional
rent in respect
of outlay by
Crown on
repairs to
Stuart House
demised by
Deed dated
30th October
1902.(For entry see
102 B. 22 p. 460)

Memorandum of Agreement made the eighth day of March, One thousand nine hundred and nine Between The King's Most Excellent Majesty of the first part the within named Edward Stafford Howard Esquire C.B. of the second part and the within named The Right Honourable Edwin Francis Scudamore Stanhope Earl of Chesterfield The Right Honourable Godfrey Charles Morgan Baron Tredegar Sir John Richard Geers Cotterell Baronet Charles Venables Jewellin and Charles Harcourt Sam Wood (hereinafter referred to as the lessees) of the third part Whereas the said Edward Stafford Howard has on behalf of His Majesty and at the request of the lessees laid out and expended the sum of thirty six pounds fourteen shillings and six pence in respect of repairs to Stuart House and twenty nine pounds eighteen shillings and seven pence in respect of repairs to the cottage in rear thereof being the premises demised by the within written lease which is dated the thirtieth day of October One thousand nine hundred and two and is made between the same parties as are parties thereto And whereas it has been agreed between the parties hereto that in consideration of such expenditure the lessees shall pay the further yearly rents of one pound sixteen shillings and nine pence and one pound ten shillings for the demised premises in addition to the rents reserved by the within written indenture being equal to five per cent per annum on the said sum of thirty six pounds fourteen shillings and six pence and twenty nine pounds eighteen shillings and seven pence in manner hereinafter mentioned Now these presents witness that in pursuance of the said agreement and for the consideration aforesaid the lessees hereby jointly and severally covenant with His Majesty His Heirs and Successors that from the second day of August One thousand nine hundred and eight they will during the said term granted by the within written indenture pay to His Majesty His Heirs and

Successors in respect of the premises thereby demised a further yearly rent of One Pound ten shillings and from the twenty ninth day of September One thousand nine hundred and eight will in like manner pay the further yearly rent of One Pound sixteen shillings and nine pence in addition to the rents reserved by such Indenture such additional rents to be paid upon the days and in manner provided by the within written Indenture for the payment of the rents thereby reserved and payable And also that all and singular the covenants agreements powers and provisions in the within written Indenture contained shall be read and have effect as if the said additional rents had been by the within written Indenture reserved in addition to the rents thereby actually reserved. And further that the said additional rents shall be charged upon the premises demised by the within written Indenture in addition to the rents thereby reserved and payable and that all such rents may be recovered by entry and distress upon the premises demised by the within written Indenture And the said Edward Stafford Howard doth hereby direct that this Deed shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Inrolments, and the filing or making an entry of such deposit by the Keeper of the said Records and Inrolments In witness whereof the said parties to these presents of the second and third parts have hereunto set their hands and seals the day and year first above written.

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

E. Stafford Howard. (L.P.)

Office of Woods, London. 110.

Signed sealed and delivered by the
above named Edwyn Francis
Scudamore Stanhope Earl of
Chesterfield in the presence of
George Ray.

Chesterfield. (L.P.)

Holme Lacy, Hereford.
Butler.

Signed sealed and delivered by
the above named Godfrey
Charles Morgan Baron Tredegar
in the presence of
Henry Beresford Perse,
Elmhurst,
Hereford.

Tredegar (L.S.)

Secretary,
Wye Fisheries Association.

Signed sealed and delivered
by the above named ^{Richard} Sir John
Peers Cotterell in the presence
of Henry George Brown
Garnons,
Hereford.

J.R.G. Cotterell (L.S.)

Butler.

Signed sealed and delivered by
the above named Charles
Venables Lewellyn in the
presence of
Henry Beresford Perse,
Secretary, } Elmhurst, Hereford.
Wye Fisheries Association

C. Venables Lewellyn. (L.S.)

Signed sealed and delivered by
the above named Charles
Starcourt Gam Wood in the
presence of
C. W. Woodman?
Cefnllysgwynns
Blith-Wells.
J.P. Breconshire.

C. Starcourt G. Wood (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.
G.H. Hancock.

16th March
1909.

Assistant Keeper of the Records.

File 1503

Dated 22

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File 1503.

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Dated 22nd March 1909.Forest of Dean.E. Stafford Howard Esq.
C.B. a Commissioner of
His Majesty's Woods &c.to
The Great Western
Railway Companylease
of a quarry beds and
veins of stone in Blakeney
or Danby Walk. W^{ms} 685.Commencing 29th Sept. 1908.
Term of years. 7.
Expire 29th Sept. 1915.Bertan's rent £2 per ann.Royalties 2d. on rubble
and 6d. on block or
dressed stone.

This Indenture made the twenty second day of March One thousand nine hundred and nine Between The King's Most Excellent Majesty of the first part Edward Stafford Howard Esquire C.B. Gaveler of the Forest of Dean in the County of Gloucester and the Commissioner of His Majesty's Woods in charge of the hereditaments hereinafter described of the second part and The Great Western Railway Company (hereinafter called "the lessees") 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 Doth demise and lease unto the lessees First All and singular the quarry beds and veins of stone within All that piece or parcel of land part of His Majesty's said Forest of Dean situate in Blakeney or Danby Walk and which piece or parcel of land is more particularly delineated and described on the plan drawn in the

margin of these presents and thereon coloured red. And secondly The right to take loose stone from the slopes and cuttings of the lessees line of Railway for the purpose of preventing such stone falling upon their line so far as such slopes and cuttings are situate within the land first hereinbefore described and within secondly All those other several pieces or parcels or strips of land part of the said Forest of Dean situate in Blakeney or Danby Walk and Speech House Walk which pieces parcels or strips of land with the land first hereinbefore described were demised by an Indenture

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made the thirty first day of March One thousand eight hundred and fifty seven between Her late Majesty Queen Victoria of the first part The Honourable James Kenneth Howard then a Commissioner of Woods of the second part and the Forest of Dean Central Railway Company of the third part and are part of the lands referred to in an Agreement dated the eighteenth day of December One thousand eight hundred and ninety and made between Her late Majesty Queen Victoria of the first part George Bulley Esquire and Colonel Sir Robert Nigel Fitzhardinge Knigecote K.B.D. of the second part and the lessees parties hereto of the third part To hold the premises unto the lessees from the twenty ninth day of September One thousand nine hundred and eight for the term of **Seven years** **Yielding and paying** unto His Majesty His Heirs and Successors for the said quarry beds and veins of stone within the land first hereinbefore described the clear yearly rent of **Two 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 and Lords' Property Tax) **And also yielding and paying** to His Majesty His Heirs and Successors a royalty of **Two pence** per ton of **Two thousand two hundred and forty pounds** on all waste and rubble and a royalty of **six pence** per ton on all block or dressed stone and other stone except waste and rubble gotten from the said quarry beds and veins first hereinbefore described and from the said slopes and cuttings hereinbefore mentioned such royalties to be paid on the said Twenty ninth day of September in every year for and in respect of the rubble and stone gotten 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 contained a proportionate part of the said rent for the fraction of the current year and

all royalties accrued up to the day of such reentry Provided that no royalty shall be payable upon so much of the stone gotten from the ^{said} quarry beds and veins first hereinafter before described in any one year as would be sufficient in value according to the reservation heretofore contained to yield a sum equal to the rent payable for such year Provided also that no royalty shall be payable upon loose stone taken for the purpose aforesaid from the slopes and cuttings of the line of Railway upon the land secondly hereinbefore described which stone shall not be removed from such lands And the lessees hereby covenant with His Majesty His Heirs and Successors in manner following that is to

- say:
1. To pay unto His Majesty His Heirs and Successors the said rent and royalties hereby reserved at the time and in the manner hereinbefore mentioned for payment thereof without any deduction or abatement whatsoever (except as aforesaid)
 2. To bear pay and discharge all and all manner of present and future taxes rates charges assessments impositions and outgoings of what nature or kind soever in respect of the said premises (except Landlord's Property Tax).
 3. To abide by fulfil and keep all and singular the rules and regulations set forth in the Award of the Dean Forest Mining Commissioners relating to quarries in the said Forest made pursuant to the Act of Parliament 1st and 2nd Victoria Chapter 43.
 4. From time to time and immediately after the removal of any loose stone from the slopes or cuttings of the line of Railway hereinbefore mentioned to give notice thereof in writing to the Deputy Gaveler of the Forest of Dean and not at any time during the said term hereby granted to get any rubble or stone from any part of the said land other than such as may be for the time being occupied by the lessees.
 5. Not to sell any rubble or stone gotten from the said quarry beds and veins or from the said slopes or cuttings

all royalties accrued up to the day of such reentry. Provided that no royalty shall be payable upon so much of the stone gotten from the ^{said} quarry beds and veins first hereinafter before described in any one year as would be sufficient in value according to the reservation heretofore contained, to yield a sum equal to the

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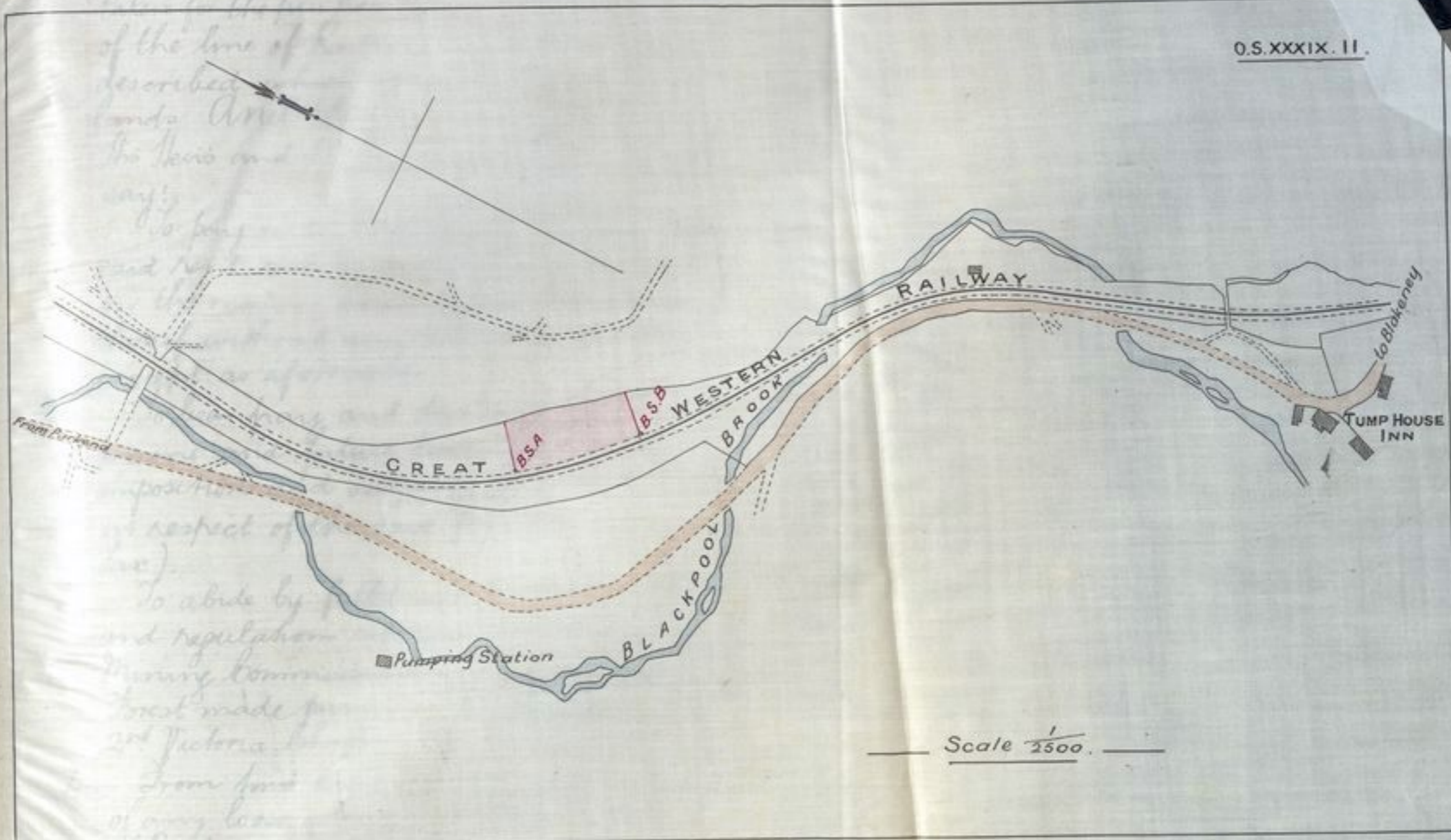
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and not at any time during the said term hereby granted to get any rubble or stone from any part of the said land other than such as may be for the time being occupied by the lessees.

5. Not to sell any rubble or stone gotten from the said quarry beds and veins or from the said slope, or cuttings

or use any such rubble or stone for any purpose whatsoever other than for the purposes of any Railway occupied and worked ^{or about to be worked} by the Lessees or by them jointly with any other Company.

6. To keep legible books of account with correct entries of the quantities of the rubble and stone gotten from the said quarry beds and veins and at all times when required to produce the said account to His Majesty's Agent for the time being and permit him to take extracts therefrom or copies thereof the Lessees giving any explanation that may be required in relation thereto.

7. To deliver to the lessor or to His Majesty's said Receiver within ten days next after the twentieth 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 rubble and stone which during the preceding year and such other time as shall be required by such notice as aforesaid shall have been gotten or if the circumstances shall so require a statement that none of the rubble or stone hereby demised has during the preceding year or such other time as aforesaid been gotten every such account being if required first verified by a Statutory Declaration by the Lessees or their chief or only Agent for the time being. And within the same periods and at such other time as aforesaid to deliver if required to the lessor a correct plan and measurement signed by the Lessees or their chief or only Agent of the actual area of the lands from which the said stone shall have been gotten as aforesaid and of the workings and cuttings of and in the said quarry beds and veins distinctly showing the course and extent thereof and also to keep a like plan and measurement and permit the lessor and his Agent at all times to inspect the same.

8. Not at any time to assign, underlet or otherwise

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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.

9. At the end or sooner determination of the said term hereby granted to cease working the said quarry beds and veins of stone and leave the same in such order and condition as shall be reasonably satisfactory to the lessor.

10. Provided always that if the rent or royalties hereby reserved or any part thereof shall be in arrear for twenty days or if there shall be a breach of any of the covenants conditions or agreements in these presents contained or in any of the said rules and regulations annexed to the Award of the said Dean Forest Mining Commissioners hereinbefore mentioned which on the part of the lessees are or ought to be observed or performed or if the lessees or any Company being assignees of these presents shall be wound up except for purposes of reconstruction or amalgamation or if a Receiver in Bankruptcy of the estate of any assignee shall be appointed or a Receiving Order made against him or them or if the lessees shall either voluntarily or involuntarily do or suffer any act or thing where by 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 lessees to the King's Majesty His Heirs and Successors in addition to any rent or royalties then due a proportionate part of the accruing rent and royalties for the then current year up to the day on which such reentry shall have been made.

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

or persons for the time being entitled by law to the management and direction thereof and that the term "lessees" shall include their successors and assigns.

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

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

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

of Chas. E. Howlett.
Office of Woods.
London. W.

E. Stafford Howard (S)

The Common Seal of the Great Western Railway Company was hereunto affixed in the presence of

G. K. Mills
Secretary.

Seal. 6369.

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

G. F. Hancock
Assistant Keeper of the Records.
1st April 1909.

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