

File 1087<sup>3</sup>

Schedule 1900.

Dated 31<sup>st</sup> December  
1900.

County of  
Gloucester.

Dean Forest

E. Stafford Howard deceased of the 3<sup>rd</sup> part and Eliya Morgan the wife of Esq. a Commissioner Henry Morgan of Ruardean Hill in the Township of East Dean of Her Majesty's Woods &c.,

and Miss M.A. Robinson + Miss M.E. League and Mrs Eliya Morgan

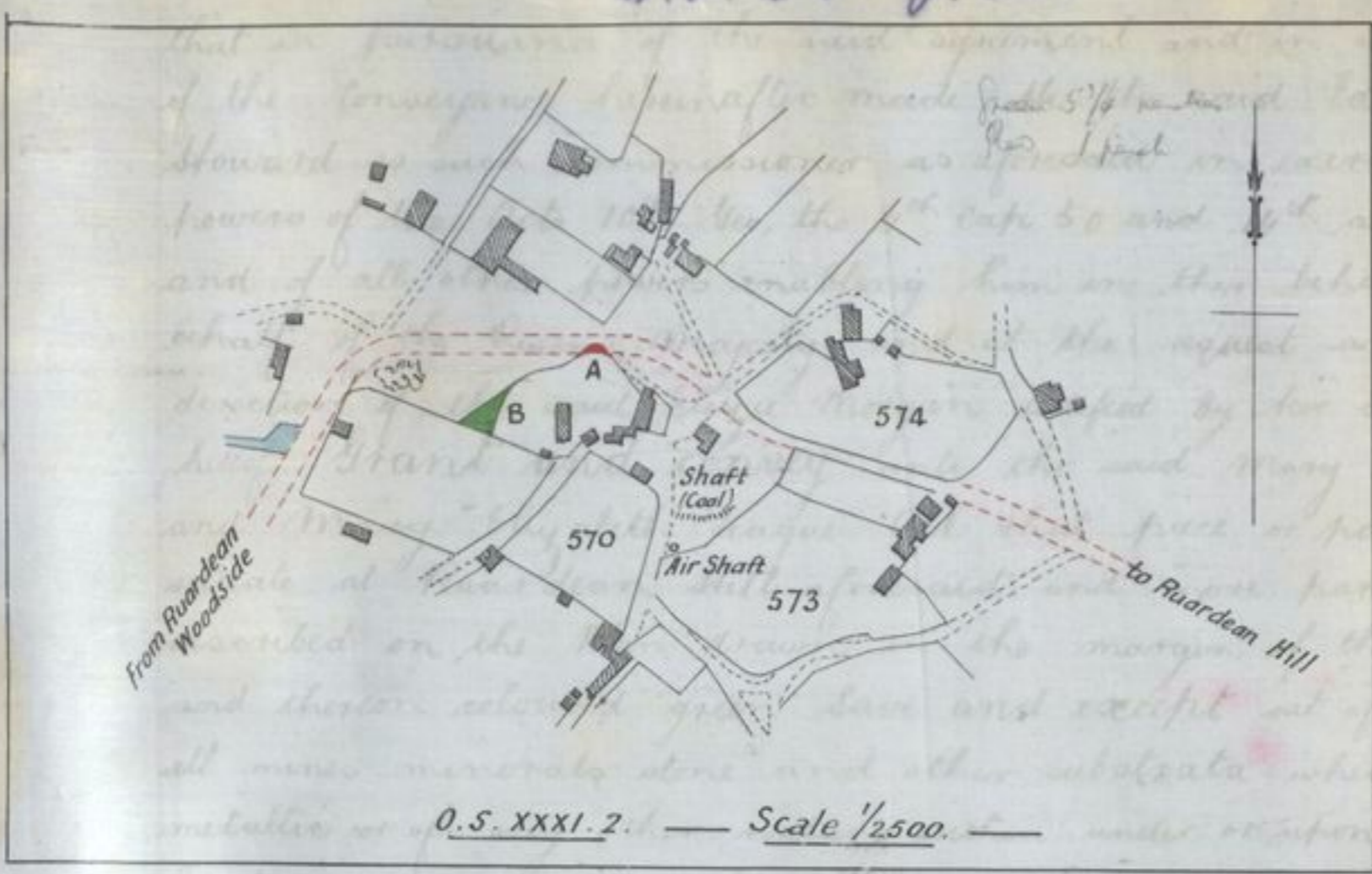
Deed of Exchange of land at Ruardean Hill.

This Indenture made the 31<sup>st</sup> day of December 1900  
 Between The Queen's Most Excellent Majesty of the 1<sup>st</sup> part  
 Edward Stafford Howard Esq. the Commissioner of Her  
 Majesty's Woods Forests and Land Revenues in charge of  
 the Land Revenues of the Crown in the Forest of Dean  
 in the County of Gloucester of the 2<sup>nd</sup> part Mary Ann  
 Robinson and Mary Elizabeth League both of Abinghall  
 in the County of Gloucester Spinsters Executrices of John Robinson  
 E. Stafford Howard deceased of the 3<sup>rd</sup> part and Eliya Morgan the wife of  
 Esq. a Commissioner Henry Morgan of Ruardean Hill in the Township of East Dean  
 of Her Majesty's Woods &c., in the County of Gloucester Collier of the 4<sup>th</sup> part Whereas  
 the said Eliya Morgan is seised or entitled in fee simple  
 in possession of or to the hereditaments hereby secondly  
 Miss M.A. Robinson assured subject to a mortgage in fee simple of the same  
 + Miss M.E. League and premises together with other hereditaments for securing £60  
 Mrs Eliya Morgan and interest created by an Indenture of Mortgage dated  
 the 17<sup>th</sup> day of March 1881 and made between Thomas  
 Lippins of the one part and the said John Robinson  
 of the other part And whereas the said John Robinson  
 died on the 22<sup>nd</sup> day of August 1899 having by his Will  
 dated the 22<sup>nd</sup> day of February 1899 appointed the said  
 Mary Ann Robinson and Mary Elizabeth League  
 Executrices thereof who proved the same in the Principal  
 Registry on the 21<sup>st</sup> day of November 1899 And whereas  
 the said Edward Stafford Howard as such Commissioner  
 as aforesaid has on behalf of Her Majesty agreed with the  
 consent and by the direction of the said Eliya Morgan  
 to grant and convey to the said Mary Ann Robinson  
 and Mary Elizabeth League the piece of land and premises  
 first hereinafter described in exchange for the parcel of  
 land and premises secondly hereinafter described And whereas  
 the said sum of £60 still remains owing to the said Mary  
 Ann Robinson and Mary Elizabeth League on the security  
 of the said recited Indenture of Mortgage and the said  
 Mary Ann Robinson and Mary Elizabeth League  
 having other sufficient security for the principal money  
 and interest owing to them on the security of the said  
 Indenture of Mortgage it has been agreed that they shall  
 join in these Presents for the purposes and in manner  
 hereinafter appearing Now this Indenture witnesseth

that in pursuance of the said agreement and in consideration of the conveyance hereinafter made by the said Edward Stafford Howard as such Commissioner as aforesaid in exercise of the powers of the Acts 10<sup>th</sup> Geo. the 4<sup>th</sup> Cap. 50 and 14<sup>th</sup> and 15<sup>th</sup> Vict. Cap. 42 and of all other powers enabling him in this behalf both on behalf of the Queen's Majesty and at the request and by the direction of the said Eliza Morgan testified by her execution hereof Grant and convey unto the said Mary Ann Robinson and Mary Elizabeth League All that piece or parcel of land situate at Ruardean Hill aforesaid and more particularly described on the Plan drawn in the margin of these Presents and thereon coloured green save and except out of this grant all mines minerals stone and other substrata whether of a metallic or of any other nature within under or upon the said lands and premises with full power from time to time and at all times for ever hereafter to enter upon search for work use raise and carry away and enjoy the same as fully and effectually to all intents and purposes as if this Grant had not been made And also save and except full power from time to time and at all times hereafter to search for work drain use raise carry away and enjoy any other mines mineral stone or substrata belonging to Her Majesty and lying beyond the limits of the land and premises hereby granted through or over the same as fully and effectually to all intents and purposes as if this grant had not been made To hold the said premises hereby conveyed (subject nevertheless to all the rights powers and privileges of all present and future holders or grantees of any Sales Leases or Licences of or concerning any mines or minerals according to the laws customs and regulations of the Forest of Dean) unto and to the use of the said Mary Ann Robinson and Mary Elizabeth League in fee simple but subject to the covenants and proviso for redemption contained in the said Indenture of mortgage of the 17<sup>th</sup> day of March 1881

And this Indenture further witnesseth that in further pursuance of the said agreement and in consideration of the conveyance hereinbefore made They the said Mary Ann Robinson and Mary Elizabeth League as mortgagees at the request of the said Eliza Morgan Doth hereby grant and release and the said Eliza Morgan as Beneficial Owner Doth hereby grant and confirm unto the Queen's most Excellent Majesty Her Heirs

W.L.B 21-j. 551.



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use raise and carry away and enjoy the same as fully and effectually to all intents and purposes as if this grant had not been made And also save and except full power from time to time and at all times hereafter to search for work drain use raise carry away and enjoy any other mines minerals stone or substrata belonging to Her Majesty and lying beyond the limits of the land and premises hereby granted through or over the same as fully and effectually to all intents and purposes as if this grant had not been made To hold the said premises hereby conveyed (subject nevertheless to all the rights powers and privileges of all present and future holders or grantees of any Sales Leases or Licences of or concerning any mines or minerals according to the laws customs and regulations of the Forest of Dean) unto and to the use of the said Mary Ann Robinson and Mary Elizabeth League in fee simple but subject to the covenants and proviso for redemption contained in the said Indenture of mortgage of the 17<sup>th</sup> day of March 1881 And this Indenture further witnesseth that in further pursuance of the said Agreement and in consideration of the conveyance heretofore made They the said Mary Ann Robinson and Mary Elizabeth League as mortgagees at the request of the said Eliza Morgan Doth hereby grant and release and the said Eliza Morgan as Beneficial Owner Doth hereby grant and confirm unto the Queen's most Excellent Majesty Her Heirs

and Successors All that piece or parcel of land situate lying and being on Ruardean Hill in the Forest of Dean aforesaid and which said piece of land is more particularly delineated and described on the said Plan and thereon coloured pink Together with the appurtenances To hold the same piece or parcel of land and premises last hereinbefore described unto and to the use of the Queen's Majesty Her Heirs and Successors in right of Her Crown Freed and discharged from all principal monies and interest intended to be secured by and from all claims and demands under the hereinbefore recited Indenture of Mortgage of the 17<sup>th</sup> day of March 1881 And the said Mary Ann Robinson and Mary Elizabeth League <sup>and Eliza Morgan</sup> hereby acknowledge the right of the Queen's Majesty Her Heirs Successors and Assigns to production and delivery of copies of the above recited Indenture of mortgage of the 17<sup>th</sup> day of March 1881 which is retained by the said Mary Ann Robinson and Mary Elizabeth League and hereby undertake for the safe custody thereof and hereby covenant with the Queen's Majesty that all obligations and liabilities imposed by law in respect of the said Deed shall be observed and performed not only at the request in writing of Her Majesty or of any person claiming through or under her but also at the request in writing of a Commissioner for the time being of Her Majesty's Woods Forests and Land Revenues or of the Law officers of the Crown 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 2<sup>nd</sup>, 3<sup>rd</sup>, and 4<sup>th</sup> parts have hereunto set their hands and seals the day and year first above written.

(Next Page)

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

Signed Sealed and delivered by the }  
 above named Mary Ann Robinson in } M A Robinson (L.S.)  
 the presence of  
 Thomas Whatley.  
 Solicitor  
 Mitcheldean.

Signed Sealed and delivered by the }  
 above named Mary Elizabeth League } Mary E. League (L.S.)  
 in the presence of  
 Thomas Whatley  
 Solicitor.  
 Mitcheldean.

Signed Sealed and delivered by the }  
 above named Eliza Morgan in the } Eliza Morgan (L.S.)  
 presence of  
 Thomas Whatley.  
 Solicitor.  
 Mitcheldean.

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

21<sup>st</sup> February 1901.

Maurice Howlett.  
 Keeper of the Records

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Office of Woods &c,  
16<sup>th</sup> January 1901.Quarries within  
the Hundred of  
St BriavelsH. S. Carpenter  
Permission  
to get stone from  
a Quarry near  
Pastorshill.16<sup>th</sup> January 1901.

Sir,

Quarries within the Hundred  
of St Briavels,  
File 1219.

With reference to your letter of the 31<sup>st</sup> Ultimo I am directed by Mr Stafford Howard to inform you that such part of the land marked on the tracing which accompanied that letter as is within the boundary of Lydney Parish is probably outside the Hundred of St Briavels and Mr Howard is willing to give Mr Carpenter permission during the pleasure of this Department to get stone from the Quarry in the land coloured pink on the enclosed tracing (being the area outside Lydney Parish) upon the following terms and conditions.

1. He is to pay a dead or certain rent of 1<sup>1</sup>/<sub>2</sub><sup>d</sup> per annum on the 29<sup>th</sup> September in each year to the Deputy Surveyor which rent is to merge in a royalty of 1<sup>d</sup> per ton of 2240 lbs weight for all stone gotten and sold used or otherwise disposed of.
2. Proper accounts are to be kept and returns rendered to the Deputy Surveyor on the 29<sup>th</sup> of September in each year of all stone sold or otherwise disposed of.

If these terms are accepted I am to request that the enclosed letter may be signed by Mr Carpenter dated and returned to this Office.

With regard to the last paragraph of your letter under reply I am to state that the permission will <sup>give</sup> Mr Carpenter the right of controlling his tenant and of making what terms he likes with him so long as the conditions of this permission are not transgressed.

I am &amp;c,

(sd) Chas E Howlett.

Harold W. Berthon Esq.

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1<sup>st</sup> Jan 1901

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January 29<sup>th</sup> 1901.

Sir,

Quarries in the Hundred of  
St Briavel  
File 1219<sup>r</sup>.

I beg to accept the offer contained in your letter of the 16<sup>th</sup> Instant of permission during the pleasure of your Department to get stone from the Quarry in the land shown by pink colour on the plan accompanying your letter and I agree to pay the rent and royalty and to observe the conditions specified in that letter.

I am &c.

(sd) H. S. Carpenter.

E. Stafford Howard Esq. C.B.

F. 2893

Office of Woods &c.  
1<sup>st</sup> January 1901.

Highmeadow.

Sir,

Highmeadow. File 931<sup>r</sup>.  
Landing Station.

J. Bridgeman

Permission

make and

maintain a

landing

stage at

Symonds Yat

the River

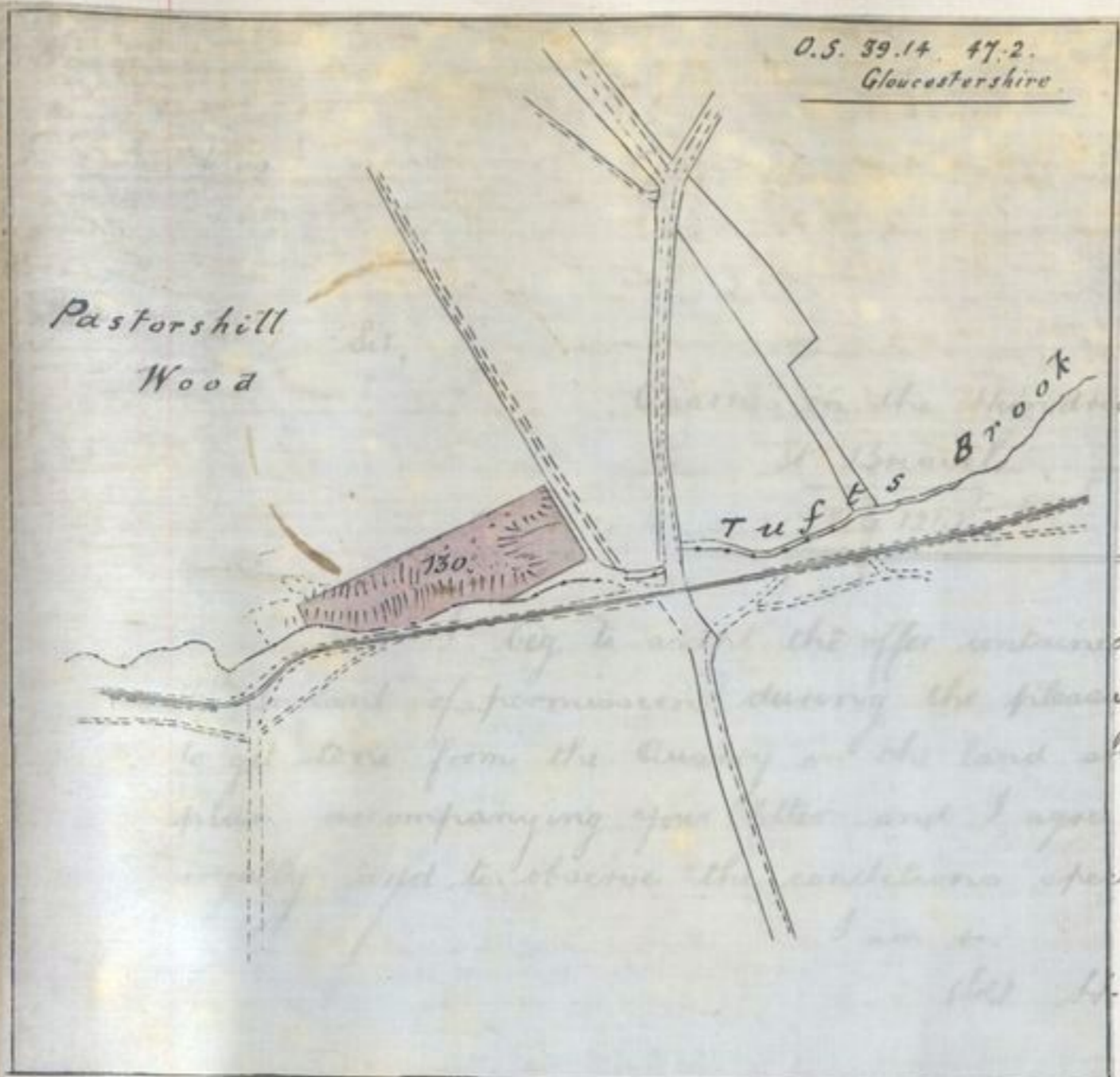
Wye

1<sup>st</sup> Jan<sup>y</sup> 1901.

I am directed by Mr Stafford Howard to state in answer to your application for a licence for a ferry across the river Wye at or near the Station of Symonds Yat that he is not prepared at present to grant you such a licence, but that he is willing to grant you permission to make and maintain a Landing Stage for boats so far as the Crown can grant the same on the site 10 yards in length that has been set out under the directions of the Deputy Surveyor of the Forest of Dean, opposite to your name and No<sup>d</sup> 9 on the plan annexed to this letter upon the following terms and conditions viz:-

1. An annual acknowledgment of 10<sup>s</sup> is to be paid in advance to the Deputy Surveyor during the continuance of this permission on the 10<sup>th</sup> October in every year the first payment to be made

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January 29<sup>th</sup> 1901.

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I am directed by Mr Stafford Howard to state in answer to your letter of the 17<sup>th</sup> inst. that the offer contained in your letter of the 17<sup>th</sup> inst. has been accepted by your Department and that the land shown by pink colour on the plan accompanying your letter and I agree to pay the rent and to observe the conditions specified in that letter.

S. Carpenter.

Stafford Howard Esq. C.B.

72893.

Office of Woods &  
1<sup>st</sup> January 1901.

Highmeadow.

Sir,

Highmeadow, Tile 931<sup>r</sup>.  
Landing Station.

J. Bridgeman  
Permission  
make and  
maintain a  
Landing  
Stage at  
Symonds Yat  
the River  
Wye

1<sup>st</sup> Jan<sup>y</sup> 1901.

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1. An annual acknowledgment of 10<sup>s</sup> is to be paid in advance to the Deputy Surveyor during the continuance of this permission on the 10<sup>th</sup> October in every year the first payment to be made



- on the acceptance of this offer.
- 2. Nothing is to be done which will prejudice or obstruct the navigation of the river.
- 3. The permission is to be revocable at any time and in the event of it being withdrawn you are within a month of such withdrawal to clear away the landing stage and its appurtenances and if so required make good the banks of the river to the satisfaction of the Deputy Surveyor.
- 4. The Boatmen using the landing stage under your licence must be competent men and must be careful not to cause annoyance to any one, they must not interfere with boatmen using other stages licensed by the Crown and must conform with any bye laws or regulations that may be issued by the Local Authority or Authorities for regulating boatmen plying for hire on the River Wye.
- 5. If any complaints are made of any breach of these conditions and of the Bye Laws referred to above and are found upon enquiry to be true the licence will be liable to be immediately forfeited and probably would not be renewed.

If you accept this offer upon these terms I am to request that you will be good enough to date sign and return the enclosed letter.

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

Mr J. Bridgeman

No. F 2893.  
File. 931.  
22<sup>nd</sup> January 1901.

Alpine Cottage.  
Symonds Yat.  
Nr. Ross.  
Herefordshire.

Sir,  
I accept the offer of the landing at Symonds Yat and forward the money to the amount in P.O.

I am, &c.,  
(Sd) Jas. Bridgeman.

*J.B.*

on the acceptance of this offer.

2. Nothing is to be done which shall impede the navigation of the river.
3. The permission is to be revocable at any time and in the event of it being withdrawn you are within a month of such withdrawal to remove away the landing stage and if so required to make good the river to the satisfaction of the Local Authority.
4. The Boatmen using your licence must be competent men and must not cause annoyance to any one and must not interfere with boats used by the Crown and must obey all laws or regulations of the Local Authority or any authority applying for hire or use of the river.
5. If any complaint is made of these conditions and are found upon enquiry to be true the licence will be liable to be immediately forfeited and would not be renewed.

Jas. Bridgeman



If you accept this offer upon these terms I am to request that you will be good enough to date sign and return the enclosed letter.

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

No. 2893.  
 File. 931.  
 22<sup>nd</sup> January 1901.

Alpine Cottage.  
 Symonds Yat.  
 Nr Ross.  
 Herefordshire.

Sir,  
 I accept the offer of the landing at Symonds Yat and forward the money to the amount in P.O.

I am, &c.  
 (Sd) Jas. Bridgeman

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This Indenture made the 29<sup>th</sup> day of January 1901 Between  
 Stephen Wallace Hadingham of Lloyds Bank Linderford in the County  
 of Gloucester Bank Manager and George Frederick Morgan of Forest  
 Lodge Rusfidge near Newnham in the same County Gloucester Works  
 Manager the Registered Owners of the Gale of Coal called Addis  
 Hill Colliery described in the first Schedule to the Award hereinafter  
 mentioned and who are hereinafter called the Registered Owners  
 of the 1<sup>st</sup> part Edward Stafford Howard Esq C.B. a Commissioner  
 of His Majesty's Woods and His Majesty's Saveller of and for the  
 Forest of Dean in the County of Gloucester of the 2<sup>nd</sup> part and  
 The King's Most Excellent Majesty of the 3<sup>rd</sup> part Whereas  
 the persons holding the said Gale have desisted from working  
 the same for a space of 5 years at one time in violation of  
 the 9<sup>th</sup> rule specified in the second Schedule of the Dean  
 Forest Mining Commissioners Award of Coal Mines dated  
 the 8<sup>th</sup> day of March 1841 And the said Gale has become  
 liable to be forfeited to the King's Majesty And whereas it  
 has been agreed between the Registered Owners and the  
 said Edward Stafford Howard as such Commissioner and  
 Saveller as aforesaid that in consideration of the forbearance  
 until the 30<sup>th</sup> day of June 1903 of the <sup>execution of the</sup> right of reentry as accrued  
 as aforesaid to His Majesty such release and surrender of  
 Shortworkings and such covenants and grants shall be  
 executed as are hereinafter contained Now this Indenture  
 witnesseth that the Registered Owners Do by these Presents  
 according to their respective estates and interests in the said Gale  
 release surrender and renounce unto the King's Most Excellent  
 Majesty His Heirs and Successors All right and liberty of them  
 the Registered Owners their Heirs and assigns and all persons  
 holding through or under them of making up so much of the  
 shortworkings accumulated up to and including the 31<sup>st</sup> day of  
 December 1899 in respect of the said Gale as amount to the sum of  
 £31-10-0. Provided always and the Registered Owners do covenant  
 and agree with and to the King's Most Excellent Majesty  
 His Heirs and Successors in manner following that is to say:-  
 1. That the said right of reentry as accrued to His Majesty His  
 Heirs and Successors shall not be deemed to be waived by these  
 Presents or by the receipt of rent or by the registration of any Transfer  
 of the said Gale before the Registered Owners or holders of the said  
 Gale shall have bonâ fide resumed the working thereof.

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 Forest of Dean  
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 Addis Hill  
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 the King's  
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2. That powers of taking suing for or recovering and all obligations and covenants for payment of Galeage rents dead or certain rents and royalty or tonnage duty shall be in force and shall apply with reference to the Galeage rent dead or certain rent royalty or tonnage duty hereafter to become due in respect of the said Gale without deduction of the Shortworkings intended to be hereby released or any part thereof.

3. That nothing herein contained shall diminish or postpone any rights or powers of reentry or other rights or powers of His Majesty His Heirs and Successors in respect of the said Gale other than the particular right of reentry agreed to be postponed as hereinbefore mentioned.

And it is hereby declared that it is the intention of these Presents that if the Registered Owners or holders shall on the 30<sup>th</sup> day of June 1903 have continued in the occupation of the said Gale paying the proper rents and royalties to the Crown without deduction on account of the Shortworkings intended to be hereby released or any part thereof and duly observing the conditions under which they hold and shall have bonâ fide resumed the working thereof before that date the particular right of reentry so agreed to be postponed as hereinbefore mentioned shall not be exercised. 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 1<sup>st</sup> and 2<sup>nd</sup> parts have hereunto set their hands and seals the day and year first above written.

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Signed Sealed and delivered by the above  
named Stephen Wallace Hadingham in  
the presence of.

} S.W. Hadingham (LS)

S. P. Barker  
Linderford  
Bank Cashier.

Signed Sealed and delivered by the  
above named George Frederick Morgan  
in the presence of.

} G. Fred Morgan (LS)

S. P. Barker  
Linderford.  
Bank Cashier.

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

} E. Stafford Howard (LS)

Chas E. Howlett  
Office of Woods.  
1, Whitehall Place.  
London S.W.

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

7<sup>th</sup> March 1901.

Maurice Skewlett  
Keeper of the Records.

*Handwritten initials in red ink*

Jan 1901

Dated 1<sup>st</sup> January 1901 This Indenture made the 1<sup>st</sup> day of January 1901  
 Between The Most Noble Henry Adelbert Wellington Fitzroy Ninth Duke of Beaufort (hereinafter called the Vendor) of the 1<sup>st</sup> part The Most Noble Louise Emily Duchess of Beaufort (hereinafter called the Duchess) of the 2<sup>nd</sup> part Edward Stafford Howard Esq. C.B. one of the Commissioners of Her Majesty's Woods Forests and Land Revenues of the 3<sup>rd</sup> part and The Queen's Most Excellent Majesty of the 4<sup>th</sup> part Whereas the Vendor is seized of the Advowsons and perpetual right of presentation of and to the Rectory and Parish Church of Lintern Parva in the county of Monmouth and of and to the perpetual curacy of the Church of Chapel Hill in the same county respectively for an estate of inheritance in fee simple in possession free from incumbrances except as regards the said perpetual curacy a jointure rent charge of £3,000 per annum in favour of the Duchess which was collaterally secured in the Monmouthshire Estates of the Vendor and the late Duke by an Indenture bearing date the 7<sup>th</sup> day of October 1895 And whereas the said Churches are now respectively vacant And whereas the said Edward Stafford Howard in exercise of the powers of the Acts 10<sup>th</sup> Geo. the 4<sup>th</sup> Cap. 50 and 14<sup>th</sup> and 15<sup>th</sup> Victoria Cap. 42 and with the authority of the Lords Commissioners of Her Majesty's Treasury signified by their Warrant bearing date the 14<sup>th</sup> day of November 1900 has contracted with the Vendor for the purchase on behalf of Her Majesty of the said Advowsons or perpetual rights of presentation (excluding the next presentation) respectively at the price of £315 And whereas the Duchess has agreed to release the said Advowsons of Chapel Hill from the said rent charge in manner hereinafter appearing Now this Indenture witnesseth that in pursuance of and for effectuating the said sale and in consideration of the sum of Three hundred and fifteen pounds or before the execution of these Presents paid by the said Edward Stafford Howard on behalf of the Queen's Majesty to the Vendor (of which sum of £315 the Vendor hereby acknowledges the receipt) the Vendor as Beneficial Owner hereby grants and conveys and the Duchess as Mortgagee

The Most Noble Henry Adelbert Wellington Fitzroy, Ninth Duke of Beaufort  
 to  
 The Queen's Majesty  
 Conveyance of Lintern Parva and Chapel Hill Advowsons in the County of Monmouth.

at the request of the Vendor hereby releases unto the Queen's Majesty Her Heirs and Successors All those the advowsons donations perpetual patronages and rights of presentation (excluding the next presentation) of and to the Rectory and Parish Church of Linton Parva in the County of Monmouth and of and to the perpetual curacy of the Church of Chapel Hill in the same County respectively with the rights and appurtenances thereto belonging respectively To hold the same unto Her Majesty Her ~~Heirs~~ Heirs and Successors in right of Her Crown freed from the said Rentcharge 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 first 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 Henry Adelbert Wellington Fitzroy Duke of Beaufort in the presence of

Beaufort (LS)

Ward Soames  
Estate Office  
Badminton

Signed Sealed and delivered by the above named Louise Emily Duchess of Beaufort in the presence of

L.E. Beaufort (LS)

Ward Soames  
Estate Office  
Badminton

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

E. Stafford Howard (LS)

Chas. E. Howlett.  
Office of Woods  
1 Whitehall Place, London. S.W.

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.

23<sup>rd</sup> February 1901

Maurice Hewlett.  
Keeper of the Records.

1002

**A**

Dated 13<sup>th</sup> February 1901  
 1901

Articles of Agreement made the 13<sup>th</sup> day of February 1901  
 Between the King's Most Excellent Majesty of the 1<sup>st</sup>  
 part Edward Stafford Howard Esq. C.B. the Commissioner of  
 Counties of Gloucester and Hereford. Woods in charge of certain parts of the Land Revenues of  
 the Crown including the lands and hereditaments  
 hereinafter mentioned on behalf of His Majesty of the 2<sup>nd</sup> part  
 and Walter de Winton Esq. of Maeslloch Castle  
 & Stafford Howard Glasbury Radnorshire and Charles Dillwyn Venables  
 Esq. a Commissioner of His Majesty's Woods & Llewelyn Esq. of Llydnam Breconshire (hereinafter  
 called "the Tenants") of the 3<sup>rd</sup> part Whereby in consider-  
 ation of the rent and covenants hereinafter reserved and  
 contained and on the part of the Tenants to be paid  
 to ———— and performed The said Edward Stafford Howard as  
 Esq. & others on behalf such Commissioner as aforesaid in exercise of the powers  
 of The Wye Fisheries Association. Cap 49 and of all other powers and authorities in  
 anywise enabling him in this behalf Doth for and on  
 behalf of the King's Majesty agree to let and the Tenants  
 hereby agree to take First all that the right royalty  
 liberty and privilege of fishing with nets only and  
 subject as hereinafter mentioned In or upon that part  
 of the River Wye the fishing in which belongs to His  
 Majesty from or from opposite to a certain stone in the  
 Parish of Ganerew in the County of Hereford which  
 indicates or is intended to indicate the boundary between  
 the Counties of Monmouth and Hereford to the Eastern side  
 of the Lower Fish House in the said Parish of Ganerew  
 the boundaries and extent of which said Fishery from  
 point to point are more particularly delineated and  
 shewn on the plan hereto annexed and thereon  
 coloured green And also in or upon that part  
 of the River Wye in the Parish of Goodrich and  
 Whitchurch in the County of Hereford from the  
 County Boundary near the Saracens Head to the Old  
 Baronne Mouth the boundaries and extent of which  
 Fishery are more particularly delineated and shewn on  
 the plan hereto annexed and thereon coloured purple  
 so nevertheless that the Tenants shall be entitled to  
 exercise the said right royalty liberty and privilege of fishing  
 to such an extent only as will enable them to catch

Counties of  
 Gloucester and  
 Hereford.

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

to ————  
 Walter de Winton  
 Esq. & others on behalf  
 of The Wye  
 Fisheries Association.

Agreement  
 for ————  
 letting a Crown  
 Fishery in the  
 River Wye and of  
 the Lower Fish  
 House in the  
 Parish of Ganerew  
 for 2 years from  
 the 2<sup>nd</sup> February  
 1900 with the  
 option of taking  
 a lease from  
 2<sup>nd</sup> February 1902  
 for a term of 5 years.

Rent £65

County  
 CHAPEL  
 FARM



so many fish as will realize when sold the amount of the rent of £65 hereby reserved together with such out of pocket expenses as may be incurred by them in the management and improvement of the fishery hereby demised. And secondly all that tenement or fish house known as the Lower Fish House and the piece or parcel of Woodland held therewith containing by estimation 14, 27<sup>1</sup>/<sub>2</sub> situate at the edge of the said River Wye and at the lower extremity of Great Down Wood and in the Parish of Banerew aforesaid and coloured red and nod 28 on the aforesaid plan. Except and reserving unto His Majesty His Heirs Successors and assigns and the said Edward Stafford Howard or other the Commissioner or Commissioners of Woods for the time being in charge of the demised (who are all hereinafter referred to as "the lessor") and any person or persons authorized by him the full right and liberty of fishing with rods but not with nets in and over the parts of the said river hereinbefore described. And except and also reserved unto the lessor out of the premises secondly hereinbefore described all timber and other trees stumps and saplings and all mines and mineral substances and substrata stone and veins or beds of clay brick and tile earth gravel and sand within upon or under the said lands and premises hereby demised. To hold the said fishery piece or parcel of land fishhouse and all and singular other the premises hereby demised unto the tenants from the 2<sup>nd</sup> day of February 1900 for the term of 2 years paying therefor during the said term unto the Kings Majesty His Heirs and Successors the clear yearly rent of sixty five pounds to be paid by equal half-yearly payments on the 2<sup>nd</sup> day of August and the 2<sup>nd</sup> day of February in each year free from all present and future taxes charges assessments and other impositions whatsoever (except Landlords Property Tax and Litter Rent charge) And the tenants hereby covenant jointly and separately with the Kings Majesty His Heirs and Successors in manner following that is to say:

1. To pay unto the Kings Majesty His Heirs and Successors the said yearly rent or sum of £65 upon the days and in the manner aforesaid.
2. To pay the Land Tax drainage or sewer rates and all other rates taxes charges assessments and impositions whatsoever now or at any time hereafter during the tenancy to be taxed charged rated assessed or imposed in respect of the said hereby demised premises or any

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part thereof (except the Landlord's Property Tax and tithe Rentcharge).

3. To keep in tenantable repair and condition the said hereby demised tenement or fish house and the piece of woodland attached thereto and the ditches and fences thereof in good order and condition.
4. To keep and preserve the said fishery and piece or parcel of land and all other things to the said fishery belonging or appertaining in good repair order and condition.
5. At the end or other sooner determination of the tenancy to peaceably and quietly surrender and yield up the demised premises in such good repair order and condition to the Lessor or to such person or persons as he shall authorize to receive the same.
6. To permit the Lessor or his Agent at all reasonable times in the daytime to enter into and upon all and singular the premises hereby demised to examine the state and condition thereof and to take any plan of the said premises and in case the said premises or any part thereof shall upon such examination be found defective out of repair or not in good state order or condition and Notice in writing of any such matter shall be given to the Tenants or left for them on the said premises the Tenants will within the time limited for that purpose on such notice supply and make good all such defects and wants of repair and condition to the satisfaction of the Lessor and if the same shall not be well and sufficiently made good within the time expressed in such notice as aforesaid it shall be lawful for the Lessor to direct the same to be done by such person or persons as he shall think fit to employ therein and to charge the Tenants with the expense of such repairs the amounts of which shall and may be recovered by distress or otherwise as rents reserved and in arrear.
7. At all times during the continuance of the said tenancy to use their best endeavours to preserve and keep from spoil or destruction the young fry and spawn of fish in the said fishery and not to catch or take or permit or suffer to be caught or taken by nets any salmon out of the said fishery hereby demised except at lawful and seasonable times in the year.

8. To exercise the right royalty liberty and privilege of fishing hereby demised to such an extent only as will enable the tenants to catch so many fish as will realize when sold the amount of the rent of £65 hereby reserved together with such out of pocket expenses as may be incurred by them in the management and improvement of the fishery hereby demised.
9. At the end of each fishing season to render to the Lessor a true and accurate account in writing of the number and weight of the salmon and other fish taken or caught in exercise of the powers of this demise and of the prices realized by them and also an account of the expenses incurred by the Lessees upon or in relation to the fishery hereby demised.
10. Not to do commit or suffer to be done or committed any waste spoil or destruction in to or upon the fishery lands and premises hereby demised or any part thereof nor to do any act matter or thing in or upon the said premises which may be contrary to the provisions of any Act or Acts passed for making the said River Wye navigable.
11. At all times to use their best endeavours to prevent all persons except those who may be permitted or authorized by them the Tenants or the Lessor for encroaching or trespassing upon or fishing with nets in the said fishery hereby demised and at their own expense to take all such proceedings as may be necessary for prosecuting any persons who may without such consent as aforesaid be found encroaching or trespassing upon or fishing with nets in the said fishery the said parties hereto of the 1<sup>st</sup> and 2<sup>nd</sup> parts furnishing to and providing the tenants free of cost with evidence of their title to the said hereby demised premises if such evidence shall be required in any such proceeding as aforesaid.
12. Not to assign or underlet the premises hereby demised or any part thereof without the licence and consent in writing of the Lessor for that purpose first had and obtained.
13. Provided and these presents are upon this condition nevertheless if the said yearly rent of £65 or any part of the same shall be unpaid for the space of 40 days next after any of the said days herebefore appointed for the payment thereof or in case the Tenants shall not observe and perform the several covenants and conditions herein contained the Lessor may enter into and upon the said hereby demised premises or

567  
any part thereof in the name of the whole and the same and every part thereof to retain possess and enjoy as fully and effectually in all respects as if these Presents had never been made

14. In the event of the Tenants giving to the Lessor on or before the 2<sup>nd</sup> day of November 1901 notice in writing of their desire to take a lease for 5 years from the 2<sup>nd</sup> day of February 1902 of the premises hereby demised the Lessor subject to the approval of the Lords Commissioners of His Majesty's Treasury will grant to them and they will accept such lease at the yearly rent of £65 and under and subject to covenants and conditions similar to those hereinbefore contained subject to such modification therein as the Lessor may deem necessary such lease shall be prepared in duplicate by the Solicitor of the Lessor and executed by the Lessees and they shall pay to the Commissioners of Woods for the preparation and enrolment thereof the sum of £5-5-0.

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 Enrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Enrolments. In witness whereof the said parties hereto of the 2<sup>nd</sup> and 3<sup>rd</sup> 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 } E. Stafford Howard (S)  
in the presence of

Chas E. Howlett

Office of Woods

1, Whitehall Place.

London. S. W.

Signed Sealed and delivered  
by the above named Walter de Winton } Walter de Winton J.P. (LS)  
in the presence of  
William Garner  
Butler  
The Lodge  
Milton Mowbray.

Signed Sealed and delivered  
by the above named Charles Dilhoyne } C.D. Venables Llewelyn. (LS)  
Venables Llewelyn in the  
presence of  
Evan J. Owen  
Solicitor  
Builth.

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

25<sup>th</sup> March 1901.

W. J. Green.  
Assistant to the Keeper of the Records

~~File~~ LRM

Howard (LS)

*R*

Dated 2<sup>nd</sup> March 1901 This Indenture made the 2<sup>nd</sup> day of March 1901

County of Gloucester  
The High Meadow  
Estate

E. Stafford Howard  
Esq. C.B.  
to  
Mr J. J. Joynes.

Lease

of coal in the Coleford  
High Delf Seam  
and licence to  
drive level and  
make tramway

On a yearly tenancy  
from 1<sup>st</sup> April 1900

At the Rent and  
Royalties within  
mentioned.

Between The Kings Most Excellent Majesty of the  
1<sup>st</sup> part Edward Stafford Howard Esq. C.B. a Commissioner  
of Woods of the 2<sup>nd</sup> part and the within named John James  
Joynes (in the within written Indenture and hereinafter called  
the Lessee) of the 3<sup>rd</sup> part Whereas the within written  
Indenture of Lease which is dated the 6<sup>th</sup> day of August 1891  
and is made between The late Queen's Most Excellent  
Majesty of the 1<sup>st</sup> part the within named George Culley of the  
2<sup>nd</sup> part and the Lessee of the 3<sup>rd</sup> part was determined by  
notice on the 30<sup>th</sup> day of June 1897 and it has been agreed  
that the premises thereby demised shall with other premises  
be regranted to the Lessee as hereinafter provided NOW  
this Indenture witnesseth that in consideration of the  
rents and royalties hereinafter reserved and of the covenants  
hereinafter contained He the said Edward Stafford Howard as  
such Commissioner as aforesaid in exercise of the powers  
referred to in the within written Indenture Doth on behalf of  
His Majesty grant unto the Lessee First All and singular  
the unworked coal in the Coleford High Delf Seam within  
All that tract or parcel of land containing  
in the whole 52 acres or thereabouts being part of the Crown's  
High Meadow Estate situate in the Parishes of Newland and  
Bicknot in the County of Gloucester which said land is  
delineated on the plan drawn in the margin of these Presents  
and is thereon edged red leaving nevertheless a barrier  
of coal 50 feet in width and extending 25 feet on either side  
of the centre of the road leading to Braceland as shewn  
upon the said plan by dotted blue lines but with power  
to drive such narrow roads through such barrier as the  
Chief Mineral Inspector of the Crown may consider necessary  
for working the minerals and may be previously consented to in  
writing by the Lessor Together with the lawful use of all roads  
streams and watercourses upon the same land and full power and  
authority to search for dig and carry away all the coal in the said  
seam hereinbefore demised other than the coal in the said barrier  
and for that purpose to sink and reopen pits in or upon the said  
tract or parcel of land shewn upon the said plan and to  
make and erect all necessary pits shafts buildings and  
machinery roads and watercourses on the said land and

generally to use the said land for any purposes connected with the convenient working of the coal hereinbefore demised and for the disposition and making merchantable thereof including the disposition of rubbish upon the said land produced in working and getting the said coal (so far as the said Commissioner can authorize the same) the Lessee making reasonable satisfaction and recompense to such persons (if any) as may be lawfully entitled thereto for any damage which they may sustain by reason of the exercise of the powers hereby granted. Provided always and it is hereby declared and agreed that the land to be used or occupied for the surface works of the said mine shall be selected by the Lessor and that no pit or shaft shall be sunk upon and no building or other work shall be erected upon nor shall any part of the <sup>said</sup> land hereinbefore described be used for the purposes connected with the working of the said coal or the disposition or making merchantable thereof or the disposition of rubbish on the said land without the previous consent in writing of the Lessor saving nevertheless and reserving to the King's Majesty His Heirs and Successors all minerals stone and other substrata within or under the said land in the Coleford High Delf Seam other than the coal hereby demised together with full power to search for work get and make the same merchantable and to carry away the same. And also reserving all other rights and privileges in respect of the said land now belonging to His Majesty other than those hereby granted. Together with full power for the Lessor his Grantees and Lessees to pass over and along all or any of the roads or watercourses which may be made or used by the Lessee upon payment to him of reasonable compensation for the same. And also reserving full power for the Lessor to take from time to time any part or parts of the said land which may have been appropriated under the authority of these Presents but in such case making compensation for the same. Secondly licence and permission for the purpose of winning the minerals to drive an underground drainage level from the point marked A on the said plan in the direction shewn by a dotted red line on the said plan and to use the two pieces of land shewn by blue colour on the said plan for tipping purposes and to use the pit marked B on the said plan. And thirdly licence and permission to lay down maintain and use a tramway as shewn by a red line on the said plan between the points marked D, E and F on the said plan and to erect a gate at the fence of Malscot Wood at the said point marked





E. To hold and enjoy the said premises hereinbefore granted unto the Lessee from the 1<sup>st</sup> day of April 1900 as tenant from year to year Paying therefor unto the Kings Majesty His Heirs and Successors during the said tenancy for and in respect of the first mentioned premises during the first 3 months of the said tenancy the rent of a peppercorn and during the residue of the first year of the said tenancy and thereafter the like rents and royalty as were reserved by and upon the days provided for payment thereof in the within written Indenture And also yielding and paying as aforesaid for and in respect of the second mentioned premises the clear yearly rent of £1 upon the days last aforesaid And also yielding and paying as aforesaid for and in respect of the third mentioned premises during the first half year of the said term the rent of a peppercorn and during the next half year the rent of 10s; 6d, and thereafter the clear yearly rent of £1.1.0 upon the days aforesaid in every year And the Lessee hereby covenants with the Kings Majesty His Heirs and Successors in manner following that is to say:-

1. That all and singular the covenants agreements powers and provisions (other than the proviso for reentry) in the within written Indenture contained shall so far as they are applicable to a yearly tenancy apply to the premises hereinbefore first granted and to the rents and royalty hereinbefore reserved therefor as if they had been repeated herein.
2. To leave a barrier of coal 50 feet in width as hereinbefore provided for.
3. To pay for or make good at the Valuation of the Deputy Surveyor of the Highmeadow Woods all trees damaged or destroyed or other damage done to the Crown property by the exercise of the licenses and permissions hereinbefore secondly and thirdly granted.
4. Provided always that if the aforesaid rents and royalty or any part thereof respectively shall not be duly accounted for or shall be unpaid for 20 days next after any of the days or times whereon the same respectively ought to be paid as aforesaid or in case the Lessee shall fail to perform and keep the several covenants hereinbefore contained or any of them or if whilst the demised premises or any part

thereof are vested in him for all or any part of the term hereby granted he shall be adjudged Bankrupt or a Receiver shall be appointed of his estate or if any company shall be formed for working the coal hereby demised and such company shall be wound up or if the Lessee shall either voluntarily or involuntarily do or suffer to be done any act matter or thing whereby or in consequence whereof this present Lease or the interest of the Lessee in the premises hereby demised shall without such consent as aforesaid become vested in any person or persons whomsoever except by bequest or by representation as executor or administrator then and in any of the said cases it shall be lawful for the Lessor to enter into and upon and retain possession of the said premises hereby demised together with all engines tools machinery and other working gear coal and other matters then being on the said premises for his absolute use And that if any reentry shall be made under the proviso lastly hereinbefore contained there shall be payable by the Lessee to the Kings Majesty in addition to any rent or royalty then due in respect of the said premises a proportionate part of the accruing rent and royalty for the then current half year from the last half yearly day for payment of rent and royalty up to the day on which such reentry shall have been made Provided also and it is hereby further agreed and declared that it shall be lawful for the Lessor or the Lessee to determine the term hereby granted on the 1st day of July or the 1st day of January in any year thereof by giving to the other of them six calendar months previous notice in writing for that purpose 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 and upon the expiration of such notice and upon payment of the rent and royalty then due the said term shall cease and determine but without prejudice to any right of action or other remedy of His Majesty for any breach of covenant previously committed And it is hereby agreed and declared that the term "the Lessor" herein means the Kings Majesty His heirs Successors and assigns or so long as the reversion of the demised premises is vested in the Crown the Commissioner or Commissioners or other the person or persons for the time being entitled

by law to the management and direction thereof and that all rights and obligations of the Lessee under these Presents shall devolve with the leasehold interest hereby created and be accordingly enjoyed observed and performed by the person or persons in whom such interest shall for the time being be vested.

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 2<sup>nd</sup> and 3<sup>rd</sup> 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 } E. Stafford Howard. (L.S.)  
the presence of }  
Chas E. Howlett  
Office of Woods  
1, Whitehall Place.  
London. S.W.

Signed Sealed and delivered by the }  
above named John James Joynes in } Jno J Joynes. (L.S.)  
the presence of }  
Joshua Hawkins  
Edge End.  
Near Coleford.  
Glos.  
Colliery Overman

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.

14 April 1901.  
W J Green.  
Asst. to the Keeper of the Records

L.R.R.

File -  
F1039

Dated 19<sup>th</sup>  
March 1901

Dean Forester

E Stafford  
Howard Esq.

13. a  
Commissioner

His Majesty  
Woods &c.

- to -

R. Thomas  
& Co. Ltd.

Lease

of waste land  
at Lydbrook

containing  
square feet

to be held with  
the Lydbrook

Deep Level  
Roads and

Birchen  
Grove Gas

Forestry  
the "with

written in  
see to the  
P. 486