

Dated  
18<sup>th</sup> Sept 1902

Dear  
Forest.

E. Stafford  
Howard, Esq.  
C.B. a  
Commissioner  
of Woods to  
to  
Messrs Turner.

License  
to use the water  
of a Pond at  
Milkwall  
Parkernd, and  
of Jugshole  
Pool, Brethead  
to lay a line  
of pipes.

Rents  
£5.5.0  
£1.1.0 per  
annum.

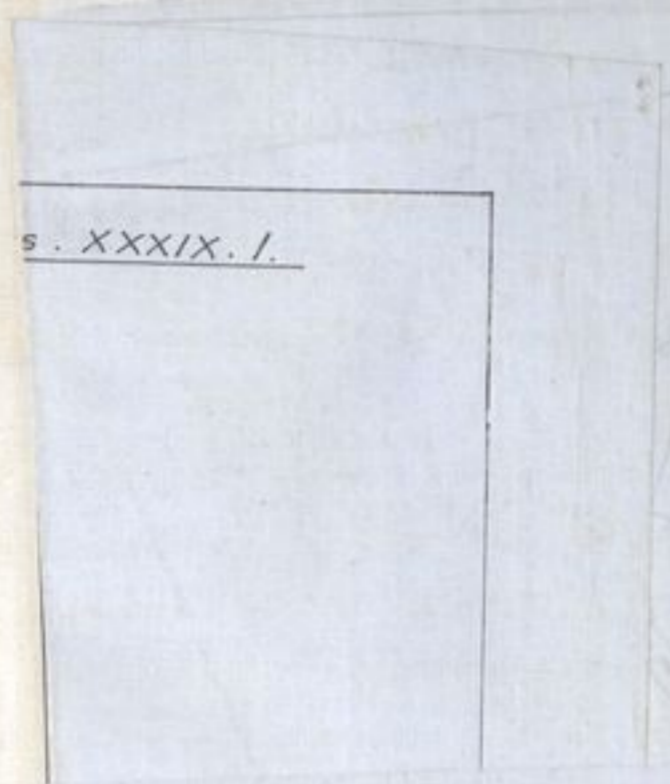
to be paid into the licensees  
from the 5 July 1902 for  
the purposes of...

This Indenture made the eighteenth day of  
September One thousand nine hundred and two  
Between The Kings Most Excellent Majesty of the  
first part Edward Stafford Howard Esquire C.B.  
the Commissioner of His Majesty's Woods in charge of  
the Land Revenues of the Crown in the Royal Forest  
of Dear on behalf of His Majesty of the second part  
and James Edward Turner and William Henry  
Turner both of Bardiff in the County of Glamorgan  
Builders and Contractors (hereinafter referred to as  
"the Licensees" and including in that term their heirs  
executors administrators and assigns) of the third  
part Witnesses that in consideration of the yearly  
rents and covenants hereinafter reserved and contained  
in the said Edward Stafford Howard as such Commissioner  
as aforesaid Doth hereby on behalf of His Majesty grant  
license unto the licensees First to use and appropriate  
in connection with and for the purposes of their stone  
saws and works situate at the Tutterhill in the said  
Forest but for no other purpose the waters of the pond  
situate at Milkwall in Parkernd or York Walk in the  
said Forest shown by blue and red colours on the plan  
No. 1 annexed to these presents and Secondly to lay a  
line of pipes from a Pond or piece of water situate  
near Brethead in the said Forest and known as Jugshole  
Pool to Quarry No. 684 known as Spion Kop Quarry  
situate at Brethead aforesaid in the direction and  
situation shown by a dotted red line on the plan  
No. 2 annexed to these presents and to use and appropriate  
the water of the said pond in connection with and for  
the purposes of <sup>the said Spion Kop Quarry No. 684, but for no other purpose whatsoever</sup> and in connection with the said works  
during the continuance of this license unto the  
Kings Majesty His Heirs Successors and assigns  
for the use and appropriation of the waters of the  
said pond situate at Milkwall first hereinbefore  
described the yearly rent of Five pounds five  
shillings by equal half yearly payments on the  
fifth day of January and the fifth day of July in every

year

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 the Royal Forest  
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 William Henry  
 ty of Glamorgan  
 referred to as  
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 and appropriate  
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 Secondly to lay a  
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 known as Jugshole  
 iron Kop Quarry  
 direction and  
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 d enjoy the license hereby granted  
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 t hereinbefore  
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 day of July in every  
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year and for the use and appropriation of the waters of the  
 Jugshole Pool aforesaid secondly hereinbefore described the yearly  
 rent of One Pound one shilling by equal half yearly payments  
 on the days aforesaid which rents shall be paid to the Receiver  
 of Crown Rents for the Forest of Dean  
 And the  
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PLAN N° 2.

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PLAN N° 1

Glos. XXXIX. 5

Scale 1/2500

Ellwoodgreen Colliery & Brick Works

Darkhill Iron Works

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the 15th day of  
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year and for the use and appropriation of the waters of the Jugshole Pool aforesaid secondly hereinbefore described the yearly rent of One pound one shilling by equal half yearly payments on the days aforesaid which rents shall be paid to the Receiver of Crown Rents for the time being of His Majesty's said forest free from all abatements or deductions whatsoever And the Licensees do hereby jointly and separately covenant with the King's Majesty His Heirs and Successors as follows:—

1. To pay unto the King's Majesty His Heirs and Successors the said yearly rents of Five pounds five shilling and One pound one shilling respectively on the days and in manner aforesaid.
2. To pay all rates taxes charges assessments and outgoings payable in respect of the said premises.
3. At all times during the continuance of this License to use and appropriate the waters of the said ponds for the purposes of the said works and quarry respectively as hereinbefore mentioned in a reasonable fair and proper manner and for no other purposes whatsoever.
4. During the continuance of the License hereby granted at their the Licensees own expense in all things to keep the dam head of the said pond at Milkwall and also the sluice gates or valves there to in good and substantial repair and working order.
5. To lay the said line of pipes from Jugshole Pool to the said Spion Kop Quarry in a good and workmanlike manner in the direction and situation shown by red dotted lines on the said plan numbered 2 and so as not to interfere with any paths or ways over the said Forest and to restore make good and level the surface of the land under which it shall pass and also in like manner in the event of any disturbance of the said surface for the purpose of repairs to or for relaying the said pipes to make good and level such surface as aforesaid all such works to be carried out to the satisfaction of the Deputy Surveyor of the said Forest.
6. On the expiration or other sooner determination of this License as to the premises secondly hereinbefore

described

described if so required by the said Edward Stafford Howard or other the commissioners or Commissioners of Woods for the time being in charge of the Forest of Dean (hereinafter referred to as "the commissioners") to remove the said line of pipes from Jugshole Pool to Spion Kop Quarry and to level and restore the surface of the land through which the said pipes shall have been laid all such work to be carried out and completed by the licensees at their own expense to the satisfaction in all things of the commissioners.

7. Not to do any act whatsoever in the exercise of the license hereby granted which may in any way damage injure or prejudice the lands works property rights or possessions of His Majesty Majesty His heirs successors or his or their grantees galees licensees lessees or others having or to have lawful right to use the said water.
8. Not to assign underlet or part with the possession of this license or any part thereof without the previous consent in writing of the commissioners.
9. Provided always that if the said yearly rents of five pounds five shillings and one pound one shilling or any part thereof shall be unpaid for the space of forty days next after either of the days hereinbefore appointed for payment thereof Or if the licensees shall not well and effectually perform and keep all and every other the covenants and conditions herein contained and on their part to be observed and performed then and in any such case the license hereby granted shall absolutely cease and be void anything herein contained to the contrary thereof notwithstanding.
10. Provided lastly that the license hereby granted may be determined at any time wholly or with regard to either of the premises first and secondly hereinbefore described either by the commissioners upon giving to the licensees six calendar months notice in writing for that purpose or by the licensees upon giving to the commissioner a similar notice and paying the rent up to the end of the term so determined and any such notice given by the

Commissioners  
Licensees

I certify that a duplicate of this Deed has been deposited in the Office of Land Revenue Records and  
 Smolthens and an entry thereof made or filed by me. W. J. Green  
 Assistant to the Keeper of the Records

Edward Stafford  
 Commissioners of Woods  
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 Commissioners  
 Licensees

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

Licensees Commissioners shall be delivered at or sent by post to the  
 usual or last known place of business or residence of the licensees  
 and any notice given by the licensees shall be delivered at or  
 sent by post to the office in London for the time being of the  
 Commissioners of Woods but any such determination shall be  
 without prejudice to any remedies or rights of His Majesty His Heirs  
 or Successors in respect of any breaches by the licensees of all or any  
 of the covenants and conditions on their part heretofore  
 contained. 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 Involvements and the filing  
 or making an entry of such deposit by the Keeper of the said  
 Records and Involvements. 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 within named Edward  
 Stafford Howard in the presence of  
 Reginald H. Hooker,  
 Clerk  
 4 Whitehall Place, London, S.W.  
 E. Stafford Howard. (L.S.)

Signed sealed and delivered by  
 the within named James Edward  
 Turner in the presence of  
 W. E. Ward,  
 212 Corporation Road, Cardiff  
 Clerk  
 Jas. E. Turner. (L.S.)

Signed sealed and delivered by  
 the within named William  
 Henry Turner in the presence of  
 W. E. Ward,  
 212 Corporation Road  
 Cardiff.  
 Clerk  
 W. H. Turner. (L.S.)

24th October 1902

*[Handwritten signature]*

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**TO ALL TO WHOM THESE PRESENTS SHALL COME**—I, Edward Stafford Howard, Esquire, C.B., a Commissioner of His Majesty's Woods, Forests, and Land Revenues, Send Greeting. WHEREAS, the Several Persons whose names are contained in the first, second, and third Schedules hereunder written, have applied to me as such Commissioner as aforesaid, to grant to them respectively my License under the powers of the 5th Section of the Crown Lands Act, 1866, to fowl and fish on and over such parts of the New Forest, in the County of Southampton, as are hereinafter specified, in consideration as regards the persons whose names are contained in the first and second Schedules hereto, of the payment by them to the Crown of the several sums set opposite to their respective names, and which sums have been duly paid. AND WHEREAS, I have, as such Commissioner as aforesaid, with the approval of the Lords Commissioners of His Majesty's Treasury, determined to accede to such applications, subject to the conditions and provisions hereinafter contained. NOW THEREFORE KNOW YE, that in consideration of the premises, and with the approval of the Lords Commissioners of His Majesty's Treasury, I, the said Edward Stafford Howard, as such Commissioner as aforesaid, do hereby, in pursuance of the powers of the 5th Section of the Crown Lands Act, 1866, grant to each of the several persons mentioned in the first, second, and third Schedules hereunder written my License to fowl and fish on and over such parts of the New Forest, in the County of Southampton, as are hereinafter specified, and subject to the conditions and provisions hereinafter contained. AND FURTHER KNOW YE, that the parts of the New Forest to which this License is to extend, and the conditions and provisions subject to which the same is granted, are as follows, that is to say:—

**FIRST**—This License as regards Fowling to have effect as from the 1st day of October, One Thousand Nine Hundred and Two, up to and including the 1st day of February, One Thousand Nine Hundred and Three, and no longer; and as regards Fishing, to have effect from the 1st day of October, One Thousand Nine Hundred and Two, up to the 30th day of September, One Thousand Nine Hundred and Three.

**SECOND**—This License is to extend to such parts of the New Forest the soil and freehold whereof are for the time being vested in the Crown, excepting therefrom all inclosed Woods and Lands, that is to say, All Woods and Lands which are the property of His Majesty free from all rights of Common; and also excepting all inclosures for the time being made pursuant to or under the authority of the Acts 9th and 10th William 3rd, Chapter 36, 48th George 3rd, Chapter 72, and 14th and 15th Victoria, Chapter 76, or any of such Acts or of any Commission thereunder.

**THIRD**—This License will not authorize the taking or killing of any Red Fallow or Roe Deer, Black Cock, Grey Hen, Hen Pheasant, or any bird or beast for purposes of collection or preservation, but the License is granted for the purpose of sporting only and for the killing of ordinary game birds (other than those previously exempted) ground game and ordinary wild fowl, snipe and woodcocks. The killing of birds or beasts of any other description is expressly prohibited.

**FOURTH**—Each of the persons whose names are included in the Second Schedule hereunder written, may occasionally when exercising the privileges conferred by this License, be accompanied by a Friend, who shall on each such occasion have the same and no larger or other right to fowl and fish as the Licensee, subject to the condition that such Friend is a bona fide guest temporarily resident in the house of the Licensee and does not reside within ten miles of any part of the New Forest.

**FIFTH**—Each Licensee when exercising the privileges granted by the License shall be attended by one beater only except in the case of a Licensee who is accompanied by a Friend under Article four, in which case the friend of the Licensee may also be attended by a beater. No party shall however consist of more than three guns and three beaters.

**SIXTH**—Each Licensee may take out three dogs, and no more on any day when exercising the privileges of the License, of which dogs two only may be worked at one time, and in the event of two or more Licensees forming a party, they shall not work more than two dogs at one time.

**SEVENTH**—No Licensee shall exercise the privilege of fowling on more than three days in any one week, or before 10 o'clock a.m., or after sunset, or shall sell or make a profit by game or rabbits.

**EIGHTH**—No Licensee shall employ as beater any person who shall have been convicted before the Magistrates, or the Court of Verderers, of poaching or other offences against the Forest Laws.

**NINTH**—If any person named in either of the Schedules hereunder written, or the Friend of any person named in the second Schedule who may be exercising the privileges conferred by the fourth Article, shall at any time commit any breach of the conditions

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or provisions herein contained, or shall fowl or fish on any land belonging to His Majesty in the New Forest to which this License does not extend, then and in every such case such breach or act shall operate as an immediate and absolute forfeiture of the License hereby granted to the person by whom such breach or other act is committed, or in case of the breach or other act being committed by a Friend exercising the privileges conferred by the fourth Article, then the same breach or act shall operate as an immediate and absolute forfeiture of the License to the person named in the second Schedule hereto by whom any such Friend as aforesaid shall have been accompanied. In the event of any forfeiture taking place, no part of the consideration paid by any Licensee is to be returned to him; Nevertheless, the Commissioner of His Majesty's Woods, Forests, and Land Revenues for the time being in charge of the New Forest is to have power to waive any forfeiture, in case, on sufficient cause being shown, he may think fit to do so.

TENTH—It is to be distinctly understood by the Licensees that this License will absolutely expire on the 1st February, One Thousand Nine Hundred and Three as regards Shooting, and 30th September, One Thousand Nine Hundred and Three as regards Fishing and that no right of or claim to a renewal is to be considered as given or implied. If any Licensee desires to obtain a License for a subsequent Season, such application will, when made, be dealt with on its own merits, and as the Commissioner of Woods may in his discretion think proper.

AND I, the said Edward Stafford Howard, do hereby direct that this Deed shall be deemed to be fully and sufficiently inrolled by the deposit of a Duplicate thereof in the Office of Land Revenue Records and Inrolments, and the filing or making an entry of such deposit by the Keeper of the said Records and Inrolments. IN WITNESS whereof the said Edward Stafford Howard, hath here unto set his hand and seal, this 26th day of September, One Thousand Nine Hundred and Two.

THE FIRST SCHEDULE.

| <i>Names.</i>                  | <i>Addresses.</i>                  | <i>£</i> |
|--------------------------------|------------------------------------|----------|
| Bannatyne, Lieut.-Col.         | 42, Portland Terrace, Winchester   | 20       |
| Blatch, Benjamin, Esquire      | Oakhurst, Bartley, Totton          | 20       |
| Bowden-Smith, Rev. F. H.       | Carey's, Brockenhurst              | 20       |
| Bowden-Smith, W. B., Esquire   | Vernalls, Lyndhurst                | 20       |
| Clowes, Lieut.-Col. F.         | 16, St. Peter's Street, Winchester | 20       |
| Dallas, Charles, Esquire       | Eastley, Wootton, Lymington        | 20       |
| Downman, Charles B., Esquire   | Rosiere, Lyndhurst                 | 20       |
| Fitz Gerald, Madame Annie      | Winterton Hall, Hythe, Southampton | 20       |
| Harman, Colonel R.             | Wootton Hill, Lymington            | 20       |
| Harman, J. A. Esquire          | Wotton Hill, Lymington             | 20       |
| Hill, Arthur, Esquire          | Fritham Lodge, Lyndhurst           | 20       |
| Perkins, Major, Norman C.      | Beacon Hill, Barley, Ringwood      | 20       |
| Peto, Morton K., Esquire       | Littlecroft, Lyndhurst             | 20       |
| Richardson, W. Pelham, Esquire | Broadlands, Brockenhurst           | 20       |
| Smyth, Colonel Fitz Roy        | 5, Lower Grosvenor Place, S.W.     | 20       |
| Stanier, Randle, Esquire       | Sway Wood, Sway, Lymington         | 20       |
| Vernon, E., Esquire            | 1, Solent Villas, Lymington        | 20       |
| Ward-Jackson, W. R., Esquire   | Camp Hill, Lyndhurst               | 20       |
| Wingrove, F. C., Esquire       | Langley Manor, Totton, Southampton | 20       |
| Wingrove, H. F., Esquire       | Langley Manor, Totton, Southampton | 20       |
| Witherby, H. Esquire           | Holmehurst, Barley Ringwood        | 20       |

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THE SECOND SCHEDULE.

| Names.                        | Addresses.                           | £  |
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| Carlyon, G. W., Esquire       | The Rise, Brockenburat               | 30 |
| Counell, A. K. Esquire        | The Orchard, Brockenburat            | 30 |
| Day, Gerard James, Esquire    | King's Farm, Sway, Lymington         | 30 |
| Fitzgerald, C. L. W., Esquire | Winterton Hall, Hythe, Southampton   | 30 |
| Langworthy, J. L., Esquire    | Brockenburat                         | 30 |
| Lascelles, Honorable G. W.    | King's House, Lyndhurst              | —  |
| Lermitte, E. E., Esquire      | Ipley Manor, Marchwood, Southampton  | 30 |
| Pearce, Robert C. S., Esquire | Loperwood Manor, Totton, Southampton | 30 |
| Thompson, John, Esquire       | Somerford Grange, Christchurch       | 30 |

THE THIRD SCHEDULE.

| Names.                         | Addresses.                       |
|--------------------------------|----------------------------------|
| Ashley, Right Honourable E. M. | Broadlands, Romsey               |
| Compton, H. F., Esquire        | Minstead Manor, Lyndhurst        |
| Eyre, G. E. Briscoe, Esquire   | Warens, Bramahaw, Lyndhurst      |
| Jeffreys, John, Esquire        | Canterton, Lyndhurst             |
| Normanton, The Earl of         | Somerley, Ringwood               |
| Tinne, J. C., Esquire          | Bashley Lodge, Milton, Lymington |

(Signed)

E. STAFFORD HOWARD.

L.S.

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

(Signed)

CHAS. E. HOWLETT,

Office of Woods,

1. Whitehall Place,

London, S.W.

Certificate of Enrolment, Dated 26th September, 1902.

any land belonging to His Majesty shall not extend, then and in every case the immediate and absolute forfeiture of any land or other act is committed by a Friend exercising the breach or act shall operate to the person named in the second schedule shall have been accompanied. the consideration paid by any Commissioner of His Majesty's Revenue in charge of the New Forest License cause being shown, he

that this License will absolutely extend to the hundred and Three as regards the hundred and Three as regards the value is to be considered as the value to obtain a License for a License to be dealt with on its own merits, on which the Commission think proper.

Direct that this Deed shall be a Duplicate thereof in the event of any loss or making an entry of such Deed. IN WITNESS whereof the Commission and seal, this 26th day of

| Names.                 | £  |
|------------------------|----|
| Winchester             | 20 |
| Totton                 | 20 |
| at                     | 20 |
| at                     | 20 |
| Winchester             | 20 |
| Lymington              | 20 |
| at                     | 20 |
| Hythe, Southampton     | 20 |
| Lyndhurst              | 20 |
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| Ringwood               | 20 |
| at                     | 20 |
| Lyndhurst              | 20 |
| Place, S.W.            | 20 |
| Lymington              | 20 |
| Lyndhurst              | 20 |
| at                     | 20 |
| Lyndhurst, Southampton | 20 |
| Lyndhurst, Southampton | 20 |
| Ringwood               | 20 |

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Dated  
14 October 1702  
County  
of Gloucester  
Lordship &  
of St. Briavels

E. Stafford  
Howard. Esq.  
CB. a commr  
of Woods to  
to  
The Earl of  
Yarborough,  
Hugh Neville  
Esq. & Viscount  
Stopford.

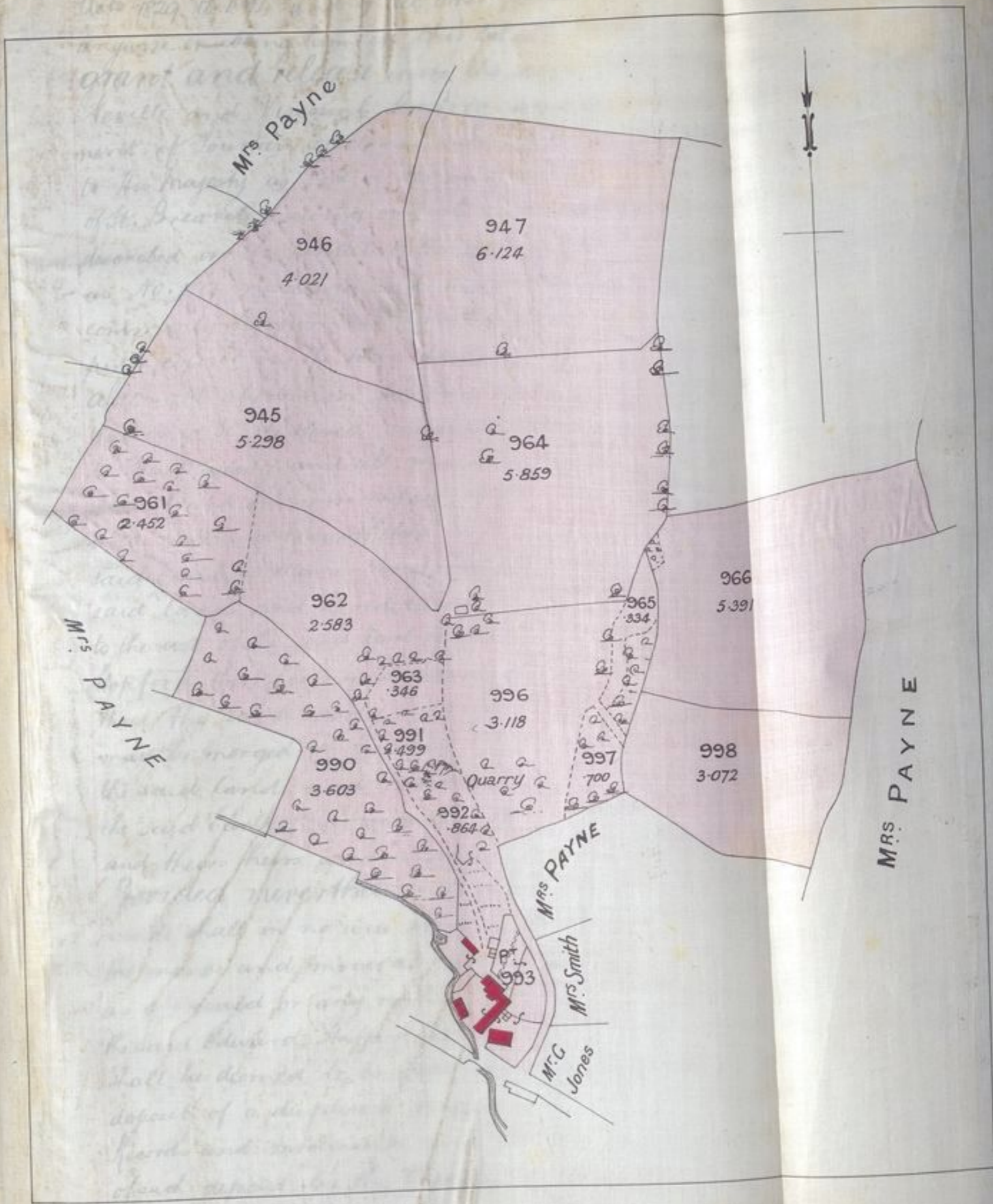
Release  
of Rent of  
14s 6d and of  
alienation fee  
and heriot in  
respect of the  
Brook Farm  
at Clearwell  
in Gloucester.

consōn money  
£21. 17. 6

This Indenture made the fourteenth day of October  
One thousand nine hundred and two Between The Kings  
Most Excellent Majesty of the first part Edward  
Stafford Howard Esquire C.B. the Commissioner of Woods  
to whom the management and direction of certain parts  
of the said Revenues of the Crown including amongst other  
parts thereof the lordship Manor and Hundred of St. Briavels  
in the county of Gloucester with the duties and powers  
appertaining thereto have been assigned by Order under the  
hands of Two of the Lords Commissioners of His Majesty's Treasury  
on behalf of His Majesty of the second part and The Right  
Honourable Charles Alfred Worsley Earl of  
Yarborough, Hugh Neville of No. 1. Essex Court  
Temple in the city of London Esquire Barrister at Law and  
The Right Honourable James Walter Mills  
Stopford commonly called Viscount Stopford of Marfield  
Gorey in Ireland of the third part Whereas the said  
Earl of Yarborough Hugh Neville and Viscount Stopford  
are seized of or well entitled in fee simple to the hereditaments  
hereinafter described (except the mines and minerals including  
stone therein and thereunder which are vested in His Majesty  
in right of His Crown) such hereditaments being freeholds of  
inheritance situate within and held of the said Lordship  
Manor and Hundred by the yearly rent and the fine relief  
heriot and other services hereinafter mentioned And  
whereas the said Edward Stafford Howard as such Commissioner  
as aforesaid has agreed with the said Earl of Yarborough  
Hugh Neville and Viscount Stopford for the release to them  
by way of Enfranchisement of the said yearly rent fine relief  
heriot and other services for the sum of Twenty one pounds  
seventeen shillings Now this Indenture witnesseth  
that in pursuance of such agreement and in consideration  
of the sum of Twenty one pounds seventeen shillings paid  
by the said Earl of Yarborough Hugh Neville and Viscount Stopford  
to the said Edward Stafford Howard as such Commissioner as  
aforesaid previously to the execution of these presents the  
receipt whereof on behalf of His Majesty he the said Edward  
Stafford Howard doth hereby acknowledge He the said Edward

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the day of October  
 between The Kings  
 Edward  
 Commissioner of Woods  
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 being freeholds of  
 the said Lordship  
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 in consideration  
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 le and Viscount Stopford  
 Commissioners as  
 se presents the  
 the said Edward  
 the said Edward



seals the day and year first above written.

Stafford

Signes

Stafford Howard acting under the authority of the Crown Lands Acts 1829 to 1894 and of all other powers and authorities in anywise enabling him in this behalf Doth by these Presents grant and release unto the said Earl of Yarborough Hugh Neville and Viscount Stopford and their heirs All that annual rent of Fourteen shillings and eight pence half penny payable to His Majesty as lord of the said lordship Manor and Hundred of St. Briavel issuing out of and charged upon the hereditaments described in the Rental of the said lordship Manor and Hundred as No. 49 messuage and land at blearwell and which are commonly known as Brook Farm and are shown by a pink colour on the plan drawn in the margin hereof. And also all alienation fees heriots fines relief due or to become due or to be rendered on alienation or otherwise as aforesaid to His Majesty and all manorial or other services payable or accustomed for or in respect of the said hereditaments Saving and reserving nevertheless to the King's Majesty as lord of the said lordship Manor and Hundred fealty in respect of the said lands and hereditaments To hold the same unto and to the use of the said Earl of Yarborough Hugh Neville and Viscount Stopford their heirs and assigns To the intent and purpose that the said yearly rent fees fines relief heriot and services may be merged in the said lands and hereditaments and that the said lands and hereditaments may henceforth be held by the said Earl of Yarborough Hugh Neville and Viscount Stopford and their heirs and assigns freed and discharged therefrom Provided nevertheless that the grant and release hereby made shall in no wise effect the interest of the King's Majesty in the mines and minerals including stone now vested in him as aforesaid or any rights or powers appertaining thereto 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

Stafford

*[Faint, mostly illegible handwritten text on a separate sheet of paper, possibly a draft or related document, partially obscured by a pink paper fragment.]*

Yarborough (L.S.) Hugh Neville (L.S.) Stopford (S)

Signed sealed and delivered by the within named James  
Walter Miles Stopford in the presence of  
William Kemmett.

Marfield, Gorey,  
Butler to Lord Stopford.

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

Signed sealed and delivered by the within named Charles  
Alfred Morsley Earl of Yarborough in the presence of

W. Latham Esq.,  
41 Exeter Road

London, N.W.

Major (late) Lincoln Regt.

Signed sealed and delivered by the within named Hugh  
Neville in the presence of

Hubert Mr. Medlicott,

Milborne Post,

Somerset

Land Agent.

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

W. J. Green

21 Oct. 1902. Assistant to the Keeper of the Records

*Copy*  
DEAN FOREST.

*Articles of Agreement* made the  
*20th* day of *September* One Thousand  
nine hundred and *two* — Between THE KING'S  
MOST EXCELLENT MAJESTY of the first part EDWARD  
STAFFORD HOWARD Esquire C.B. a Commissioner of His  
Majesty's Woods Forests and Land Revenues of, the second part and  
*Philip John Perkins of Milkwall*  
*in the Forest of Dean* —  
(hereinafter called "the said Tenant") of the third part —

THE said EDWARD STAFFORD HOWARD as such Commissioner  
as aforesaid on behalf of His Majesty hereby agrees to let to the said  
tenant who hereby agrees with His Majesty to take and rent as tenant  
to His Majesty ALL THAT *piece of land with*  
*the building thereon situate at*  
*Milkwall in Parkend Walk, in*  
*the Forest of Dean in the County*  
*of Gloucester, and shewn by pink*  
*colour on the tracing hereto*  
*annexed* —

— lately in the  
occupation of *William Benfield* —  
together with the fixtures therein TO HOLD the same hereditaments  
to the said tenant —

*Enrolled 22<sup>nd</sup> Sept 1902*

*Stopford (D)*

*named James*

*named Edward*

*named Charles*  
*presence of*

*to*  
*in Regt.*  
*named Hugh*

*has been deposited*  
*and Involvement and*

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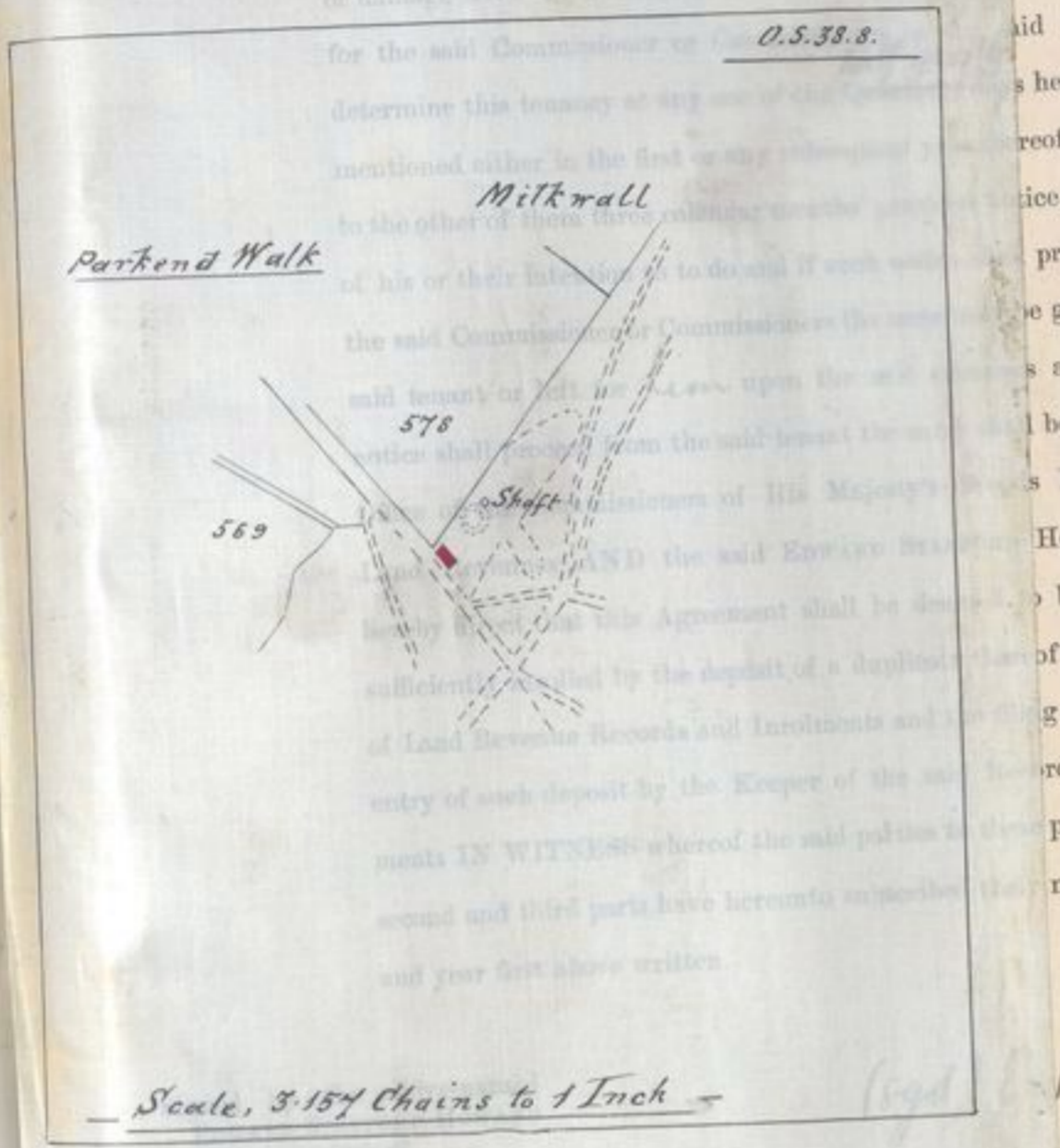
from the — 10<sup>th</sup> — day of October 1902  
 as tenant from year to year (the tenancy being however determinable  
 as after mentioned) at the yearly rent of £ 1. 0. 0 —  
 to be paid to *the Deputy Surveyor of the Forest of Dean*  
 free from all taxes rates and deductions whatsoever (except Landlord's  
 property tax) by equal ~~Quarterly~~ <sup>half-yearly</sup> payments on the *fifth*  
 day of *April* and the *10th* — day of  
*October* — the — day of —  
 and the — day of — in every year  
 the first ~~Quarterly~~ <sup>half-yearly</sup> payment to be due on the *fifth* —  
 day of *April 1903* — AND the said tenant  
 hereby agrees that he will pay to the King's Majesty the said yearly  
 rent of *One Pound* — on the days  
 and in the manner aforesaid And will also pay the land tax sewer  
 rates and all other rates taxes and assessments whatsoever  
 (except the Landlord's property tax) now or hereafter to be imposed  
 in respect of the said premises Together with a proportionate part  
 thereof for the period which shall elapse between the Quarterly day  
 of payment next preceding the expiration of the said tenancy and the  
 day on which the same shall expire AND also will not do or suffer  
 any damage to the said premises and will at all times well and  
 properly manage and cultivate the said land and keep and leave the  
 same clean and in good heart and condition and will also keep the  
 windows and doors in good repair and the ceilings and interior walls  
 properly cleaned and whitewashed and will on the determination of  
 the tenancy hereby created deliver up the said premises in such repair  
 and condition as aforesaid to the King's Majesty his heirs or  
 successors or to the said EDWARD STAFFORD HOWARD or other the  
 Commissioner or Commissioners for the time being of His Majesty's  
 Woods Forests and Land Revenues having the Management of the  
 said premises (hereinafter called "the said Commissioner or Com-  
 missioners") or to whom he or they may appoint AND will permit

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*Se*

October 1902  
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Forest of Dean  
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HOWARD or other the  
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he Management of the  
ommissioner or Com-  
point AND will permit

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



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(sgd) Stafford Howard

J. J. Brown,  
Mining Engineer,  
Guild Hall Chambers  
Cardiff  
Signed by the above-named  
Philip John Perkins  
in the presence of  
Thos. H. Hyett,  
Hags Head Lodge  
Asst. Crown Woodman

(sgd) Philip John Perkins



October 1902  
ever determinable  
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Forest of Dean  
except Landlord's  
fifth



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

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

(sgd.) E. Stafford Howard

J. Foster Brown,  
Mining Engineer,  
Guild Hall Chambers  
Cardiff

Signed by the above-named  
Philip John Perkins  
in the presence of

(sgd.) Philip John Perkins

Thos. H. Hyett,  
Hags Head Lodge  
Asst. Crown Woodman

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DEAN FOREST.

Dated \_\_\_\_\_ 19\_\_

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

AND

\_\_\_\_\_

AGREEMENT for letting

on a Yearly Tenancy from the

Rent £ \_\_\_\_\_  
per Annum.

W B A L (A1) - 22703 - 500-9-1000  
42809 - 100-4-01

DEAN FOREST.

Dated \_\_\_\_\_ 19\_\_

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

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**Agreement** made the *tenth* day of *September* One thousand nine hundred and *two*

Between the KING'S MOST EXCELLENT MAJESTY of the first part EDWARD STAFFORD HOWARD Esquire C.B. a Commissioner of His Majesty's Woods of the second part and

*John Jones of Tintern, Blacksmith*

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

WHEREBY the said EDWARD STAFFORD HOWARD as such Commissioner agrees to let to the tenant who agrees with His Majesty to take ALL THAT *Coalyard wharf, weighbridge & office containing together about 19 perches, situate in the Parish of Chabel Hill, in the Co of Monmouth.*

Together with the appurtenances which premises are colored red on the Ordnance Map annexed hereto Except and reserving to His Majesty all timber and other trees and all mines and minerals with *the free use of the siding for the Crown, its tenants, agents or servants* free access to cut work and carry away the same, And also reserving to His Majesty (subject to the provisions of the Ground Game Act 1880) the exclusive right to all game and rabbits with liberty to shoot fish hunt course and sport upon the said premises

TO HOLD the said premises to the tenant from the *26<sup>th</sup>* day of *June 1902* as tenant from year to year (determinable as hereinafter mentioned) at the yearly rent of *Five*

*Pounds* to be paid to the Crown Receiver for *Tintern* free from all deductions whatsoever (except Landlord's property tax and Tithe Rent charge) by equal half yearly

*Inrolled 1<sup>st</sup> September 1902*

*ward*

*is*

payments on the 25<sup>th</sup> day of *December* the 24<sup>th</sup>  
 day of *June* in every year the first half yearly  
 payment to be due on the 25<sup>th</sup> day of *December*  
 19 02. And the last payment to be made in advance one Calendar  
 month before the expiration of the tenancy AND the tenant hereby  
 agrees that he will pay to the King's Majesty the said yearly rent  
 of *Five Pounds* \_\_\_\_\_  
 on the days and in the manner aforesaid And will also pay the land  
 tax sewer rates and all other rates taxes assessments and outgoings what-  
 soever (except the Landlord's property tax and Tithe Rent charge)  
 now or hereafter to be imposed in respect of the said premises  
 Together with a proportionate part thereof for the period which shall  
 elapse between the half yearly day of payment next preceding the  
 expiration of the said tenancy and the day on which the same shall  
 expire AND also will keep any gates fences ditches and drains on  
 the said premises in good repair and condition and will not do or suffer  
 any waste or damage to the said premises and will at all times well  
 and properly manage and cultivate the said land and keep and leave  
 the same clean and in good heart and condition and will also keep the  
 inside of the said ~~premises~~ *building* in good repair and condition and the  
 windows properly glazed and mended and will on the determination  
 of the tenancy hereby created deliver up the said premises in such  
 good repair and condition as aforesaid to the King's Majesty his heirs  
 or successors or to EDWARD STAFFORD HOWARD or other the Com-  
 missioner or Commissioners for the time being of His Majesty's  
 Woods having the management of the said premises (hereinafer called  
 "the Commissioner") or to whom he or they may appoint And will  
 not without the consent in writing of the Commissioner assign underlet  
 or part with the possession of the said premises or any part thereof  
 And will permit the Commissioner or his Agent at any time or times  
 during the said tenancy to enter into and inspect the state and condition

Jones

Signed by  
EDWARD  
in the

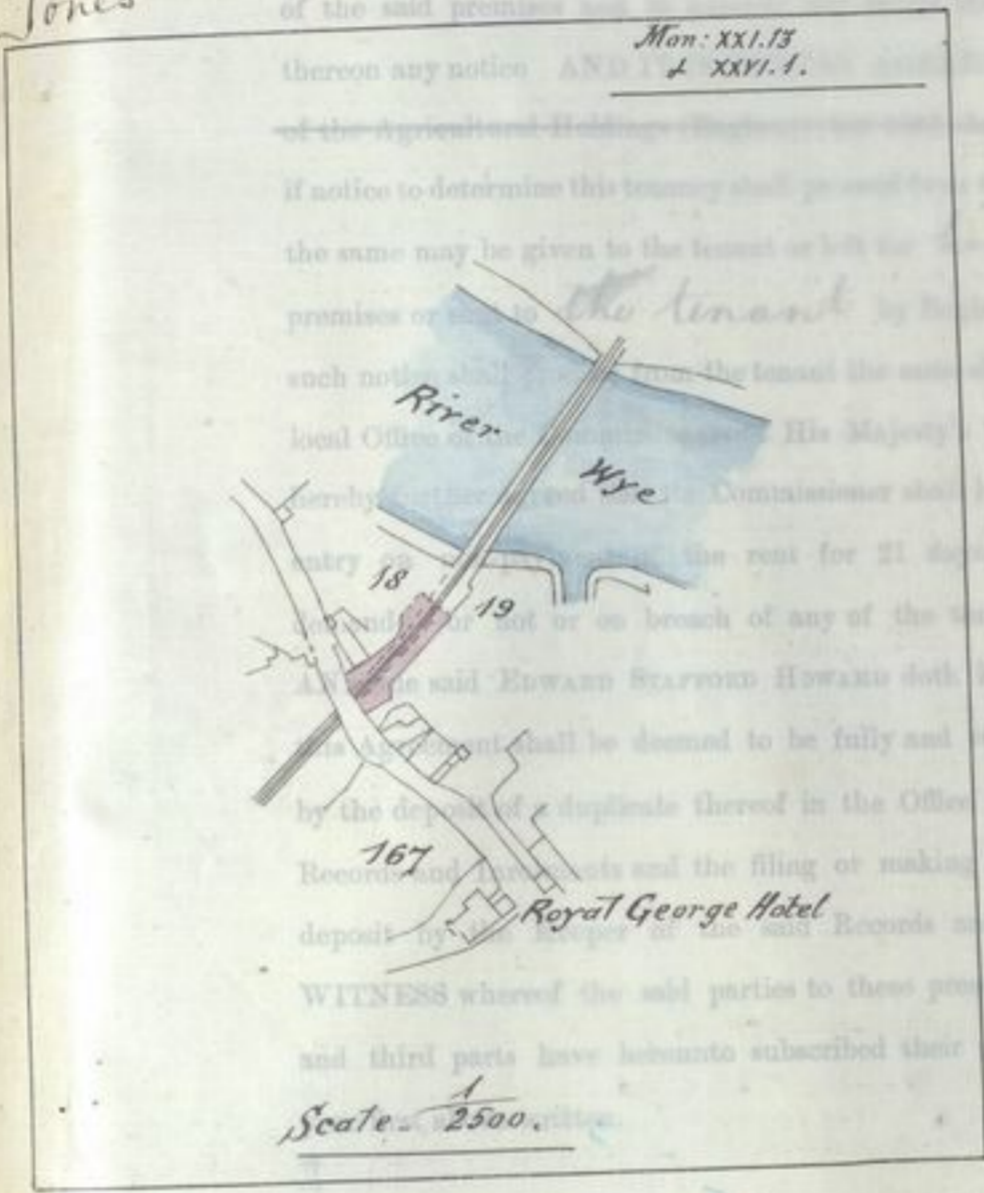
Signed by  
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at the 24<sup>th</sup>  
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Jones



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

Morton Evans,  
 Office of Woods  
 Whitehall Place

(sgd) E Stafford Howard

Signed by the above-named John Jones }  
 in the presence of \_\_\_\_\_

John Roberts  
 Crown Lodge  
 Crown Kitchens

(sgd) John Jones



of the said premises and to execute any works thereon or to place thereon any notice AND IT IS HEREBY AGREED ~~that section 33 of the Agricultural Holdings (England) Act 1883 shall not apply and~~ if notice to determine this tenancy shall proceed from the Commissioner the same may be given to the tenant or left for *him* upon the said premises or sent to *the tenant* by Registered Post and if such notice shall proceed from the tenant the same shall be left at the local Office of the Commissioners of His Majesty's Woods And it is hereby further agreed that the Commissioner shall have a right of re-entry on non-payment of the rent for 21 days whether legally demanded or not or on breach of any of the tenant's agreements AND the said EDWARD STAFFORD HOWARD doth hereby direct that this Agreement shall be deemed to be fully and sufficiently inrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Inrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Inrolments IN WITNESS whereof the said parties to these presents of the second and third parts have hereunto subscribed their names the day and year first above written.

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

(sgd) E Stafford Howard

*Morton Evans*  
*Office of Woods*  
*Whitehall Place*

Signed by the above-named  
in the presence of \_\_\_\_\_

*John Jones*

(sgd) John Jones

*John Roberts*  
*Crown Lodge*  
*Crown Kitchens*



Dated

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

&c.,  
AND

\_\_\_\_\_

AGREEMENT for letting

on a Yearly Tenancy from the

Rent £ \_\_\_\_\_ per Annum.

Dated

EDWARD STAFFORD HOWARD, Esq., C.B.,

a Commissioner of His Majesty's Woods,

&c.,

AND

*Sched.*

Dated  
30<sup>th</sup> Sept<sup>r</sup>.  
1902.

Forest of  
Dean

E. Stafford  
Howard Esq  
C13 a  
Commissioner  
of His Majesty's  
Woods &c.

to  
Mr. J. Adams.

lease  
of Limestone  
Quarry at  
Stapledge in  
Blakeney Walk

Commencing  
25<sup>th</sup> Mar. 1902  
Term — 3  
Term ends 25<sup>th</sup> Mar 1905

Rent  
£8. per ann.

This Indenture made the thirtieth day of September One thousand nine hundred and two Between The Kings Most Excellent Majesty of the first part Edward Stafford Howard Esquire C. B. Gaveler of the Forest of Dean and the Commissioner of His Majesty's Woods in charge of the hereditaments hereinafter described of the second part and Joseph Adams of Blakeney in the County of Gloucester Fred Miner (hereinafter called "the lessee") of the third part Witnesseth that in consideration of the rent hereinafter reserved and of the covenants hereinafter contained The said Edward Stafford Howard as such Commissioner as aforesaid on behalf of His Majesty and in exercise of all powers in him vested or in anywise enabling him so to do Both on behalf of His Majesty demise and lease unto the lessee All that limestone quarry situate in Stapledge near Howbrach Valley in Blakeney Walk in the Forest of Dean and County of Gloucester being of the length of Twenty yards Numbered 478 in the Deputy Surveyor's Quarry lease Book No. 3. and is bounded on all sides by lands of His Majesty's Royal Forest of Dean which said Quarry is within and part and parcel of the lands of His Majesty's Forest of Dean and is with the boundaries and abutments thereof more particularly delineated and described in the plan thereof drawn in the margin of these Presents and thereon coloured red To hold the said Quarry unto the lessee for the term of Three years from the twenty-fifth day of March One thousand nine hundred and two determinable as hereinafter mentioned Paying therefor yearly and every year during the said term unto His Majesty His Heirs and Successors the rent of Eight Pounds on the twenty-fifth day of March in every year the first payment thereof to be made on the twenty-fifth day of March One thousand nine hundred and three And the lessee covenants with His Majesty His Heirs and Successors in manner following that is to say:-

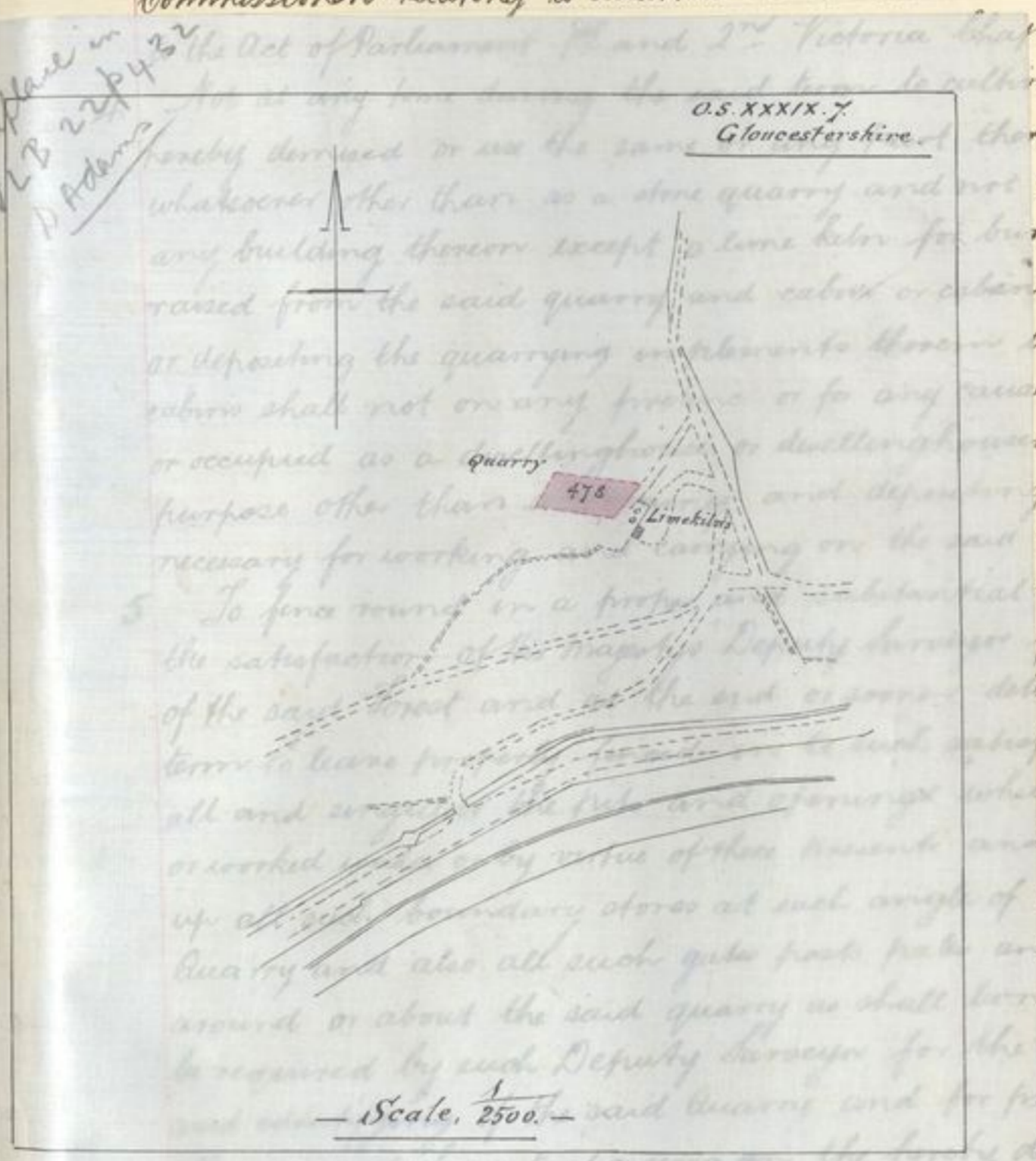
1. At all times during the said term hereby granted to pay unto His Majesty His Heirs and Successors the said yearly rent hereby reserved at the times and in the manner hereinbefore mentioned for payment thereof without any deduction or abatement whatsoever.

2.  
3.  
Refer in  
WLB 228  
A. P. 1902

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 it is to say:-  
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 the said yearly rent  
 manner hereinbefore  
 t any deduction

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.
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

Replace in  
 WLB 22p4  
 P Adams



the Act of Parliament 18 and 2<sup>nd</sup> Victoria Chapter 43.  
 hereby deemed or use the same to cultivate the said quarry  
 whatsoever other than as a stone quarry and not to erect or make  
 any building thereon except as here below for burning the stone  
 raised from the said quarry and cabri or cabris for sharpening  
 or depositing the quarrying implements thereon which cabri or  
 cabris shall not on any pretence or for any cause or reason be used  
 or occupied as a dwellinghouse or distillation house or for any  
 purpose other than as aforesaid and depositing therein implements  
 necessary for working a quarry on the said Quarry.  
 5. To fence round in a proper and substantial manner and to  
 the satisfaction of the Majesty's Deputy Surveyor for the time being  
 of the said Forest and in the end of every determination of the  
 term to leave the said quarry in such satisfaction as aforesaid  
 all and singular the posts and stones which shall be made  
 or worked in or by virtue of these presents and to erect and set  
 up a boundary stones at such 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 such Deputy Surveyor for the better defining  
 and enclosing the said Quarry and for preventing cattle or  
 the animals from trespassing on the hereby demised premises 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 work manage and carry on the said Quarry in a fair  
 workmanlike and proper manner to the satisfaction of such  
 Deputy Surveyor as aforesaid and according to the best method

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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.
3. To abide by fulfil and keep all and singular the rules and regulations set forth in the Award of the Dean Forest Mining Commissioners relating to Quarries in the said Forest made pursuant to the Act of Parliament 1<sup>st</sup> and 2<sup>nd</sup> Victoria Chapter 43.
4. Not at any time during the said term to cultivate the said quarry hereby demised or use the same or any part thereof for any purpose whatsoever other than as a stone quarry and not to erect or make any building thereon except a lime kiln for burning the stone raised from the said quarry and cabin or cabins for sharpening or depositing the quarrying implements therein which cabin or cabins shall not on any pretence or for any cause or reason be used or occupied as a dwellinghouse or dwellinghouses or for any purpose other than sharpening and depositing therein implements necessary for working and carrying on the said Quarry.
5. To fence round in a proper and substantial manner and to the satisfaction of His Majesty's Deputy Surveyor for the time being of the said Forest and at the end or sooner determination of the term to leave properly fenced in to such satisfaction as aforesaid all and singular the pits and openings which shall be made or worked under or by virtue of these presents and to erect and set up 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 such Deputy Surveyor for the better defining and identifying of the said Quarry and for preventing cattle or other animals from trespassing on the hereby demised premises 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 store growing on or near the said premises or any part thereof.
6. To work manage and carry on the said Quarry in a fair workmanlike and proper manner to the satisfaction of such Deputy Surveyor as aforesaid and according to the best method

7. of working quarries of the like nature in the said Forest.  
That the lessor and his Agent may at all reasonable times with or without workmen or assistants enter into and inspect the said Quarry works and premises and the state and condition thereof and that the lessee will render every reasonable assistance to the lessor his Agents and workmen or assistants in the examination aforesaid when required and will before beginning to remove any top soil give to the Deputy Surveyor for the said Forest seven days previous notice in writing of his the lessee's intention so to do

8. To pay the lessor or demand the value of all wood timber or other trees taken by the lessee or damaged by or in consequence of the said works such value to be determined by the Deputy Surveyor of the said Forest of Dean for the time being whose decisions shall be conclusive and binding upon the lessee and also to make reasonable and fair compensation to every person lawfully entitled thereto on account of any injury or damage sustained by him by reason or in consequence of the said works or of the exercise of the powers hereby granted and indemnify the King's Majesty his Heirs and Successors from all actions claims and demands on account of any such injury or damage.

9. At the end or sooner determination of the said term hereby granted to yield and deliver up to the lessor or his Agent the quiet and peaceable possession of the said premises hereby demised in good order and condition to the satisfaction of such Deputy Surveyor as aforesaid in all respects.

Provided always that if the rent hereinbefore reserved or any part thereof shall be behind or unpaid for twenty days next after any of the said days of payment or if breach shall be made in any of the covenants conditions or agreements in these presents contained or in any of the said rules and regulations annexed to the Award of the said Dean Forest Mining Commissioners hereinbefore mentioned which on the part of the lessee are or ought to be observed or performed Or if the lessee shall become bankrupt or shall be arrested for debt and confined in prison for fourteen days then and in any of such cases it shall be lawful for

the

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

the said Forest.  
all reasonable times  
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under every reasonable  
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Deputy Surveyor for  
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or his Agent the  
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ll be lawful for

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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.

to

Wm. Green. Assis't. to the Keeper of the Records  
31<sup>st</sup> November 1902

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 or their former estate

Provided always and it is hereby agreed that it shall be lawful for the Lessor or for the Lessee to determine the term hereby granted at the expiration of the first or any subsequent year of the said term or giving notice in writing of such purpose and intent to the other or others 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 to the Lessee or left for him at his usual or last known place of residence in England and if the said notice shall proceed from the Lessee the same may be left at the Office of the Commissioners of Woods in London And it is hereby agreed that the term "Lessor" herein means the person or persons for the time being by law entitled to the management and direction of the reversion of the demised premises 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 inrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Inrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Inrolments In Witness whereof the said parties to these Presents of the second and third parts have hereunto set their hands and seals the day and year first above written

E. Stafford Howard (L.S.)

Joseph Adams (L.S.)

Signed sealed and delivered by the within named Edward Stafford Howard in the presence of Edgar Howard, Thornbury Castle, Glos. Student Inner Temple.

Signed sealed and delivered by the within named Joseph Adams in the presence of William H. Morris, Dantylodge, Forest Keeper, Dean Forest.