

222.

Dean Forest.

Easements.

2666

Sr,

Office of Woods,
27 August 1903

Dean Forest.

File 948?

Edward Wilding

Permission
to take water
from pond on
blearwell
Meend

Mr. Philip Baylis - the Deputy Surveyor - has reported to Mr. Stafford Howard your application for leave to take water for building purposes from the Pond on Blearwell Meend shown by pink colour on the enclosed tracing, and I am directed to state that he consents to your taking water from the Pond in question for a period of twelve months from the date hereof on the payment of £1 in advance on condition that you make good any damage done to Crown property.

27 August
1903

I am to request that you will acknowledge the receipt of this letter and pay to Mr. Baylis the sum of £1.

Mr. E. Wilding.

I am, &c.

(Sd) Morton Evans.

Whitmead Park.

Boleford.

1st September 1903

Permissions.

Edward Wilding.

I have received cheque from Wilding for £1 being acknowledgment in respect of permission to take water from a Pond on Blearwell Meend for 12 months from the 27th August last in accordance with official letter to him dated the 27th August last.

E. P. J. for

Deputy Surveyor.

3. 9. 3.

E. Stafford Howard, Esq. C.B.

222.

Dean Forest.

Easements.

2266

Sr,

Dean Forest.
File 948?

Office of Woods,
27 August 1903

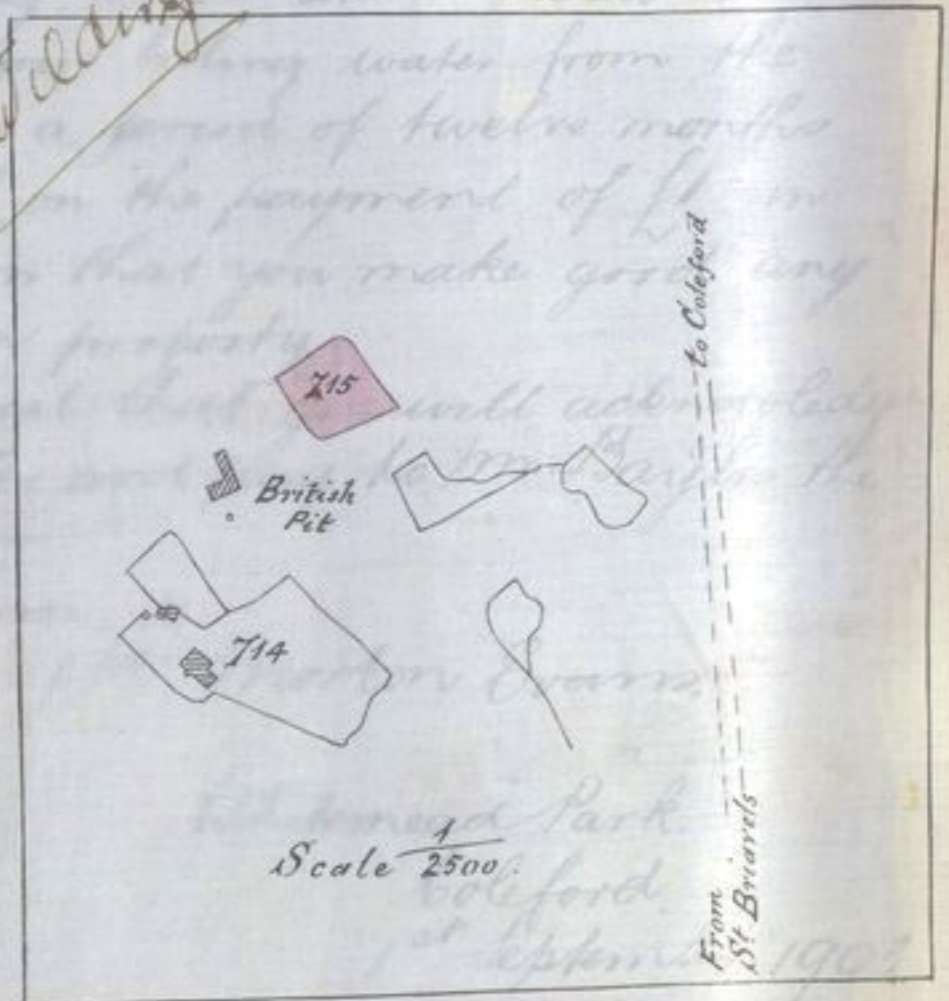
Mr. Philip Baylis - the Deputy Surveyor - has reported to Mr. Stafford Howard your application for leave to take water for building purposes from the Pond on Clearwell Meend shown by pink colour.

Permission to take water on the enclosed tracing from pond on that he consents to from the pond in question from the date here advance on condition damage done to brown property.

I am to request the receipt of this sum of £1.

27 August
1903

Mr. E. Wilding.



Edward Wilding.

I have received cheque from Wilding for £1 being acknowledgment in respect of permission to take water from a Pond on Clearwell Meend for 12 months from the 27th August last in accordance with official letter to him dated the 27th August last.

E. P. P. for
Deputy Surveyor.
3. 9. 3.

E. Stafford Howard, Esq. C.B.

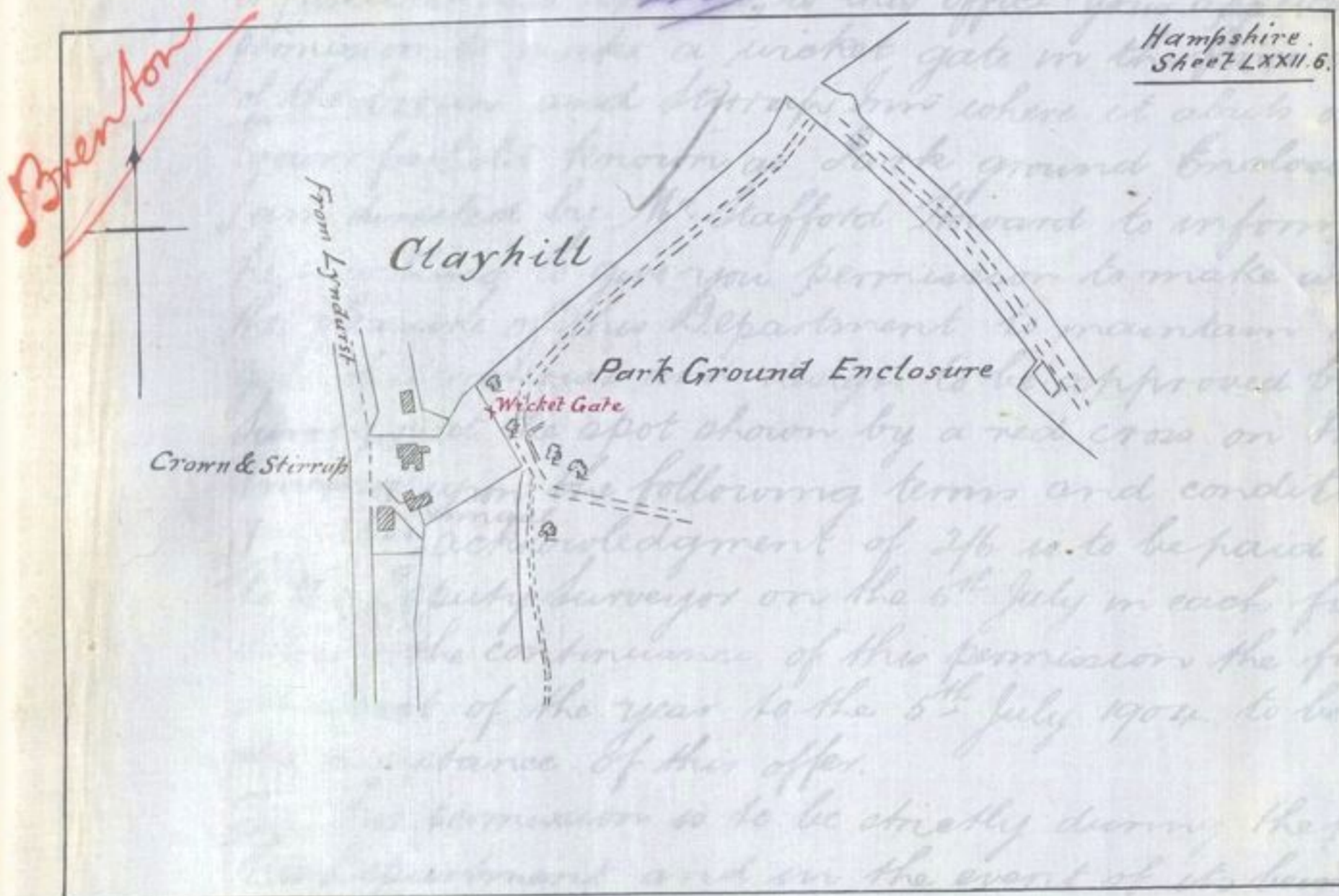
F.2599.

Sir,

Office of Woods,
24th August 1903.

New Forest.
File 4473.
Easements. Wicket Gate near Crown
and Stirrup Inn.

The Deputy Surveyor of the New Forest, Hon. G.



223
to this Office your application for
the back
to the
In reply
you that
and during
the Deputy
the enclosed
-
in advance
year
the first payment
made on
of this offer.
the pleasure of
deter-

to its original condition to the satisfaction of the Deputy Surveyor.

If this offer is accepted I am to request that you will pay the sum of 2/6. to the Hon. G.W. Pascelles The King's House Lyndhurst and return to this Office the enclosed letter signed and dated.

The approval of the Deputy Surveyor to the design etc. of the gate should be obtained before it is erected.

I am, etc.
J. Morton Evans.

Mr. J. Brenton.

F.2599.

Sir,

Office of Woods,
24th August 1903.

New Forest.

File 4143².Easements. Wicket Gate near Brown
and Stirrup Inn.

The Deputy Surveyor of the New Forest - the Hon. J. W. Jascelles has reported to this Office your application for permission to make a wicket gate in the fence at the back of the Brown and Stirrup Inn where it abuts on to the Brown freehold known as Park Ground Enclosure. In reply I am directed by Mr. Stafford Howard to inform you that he is willing to give you permission to make and during the pleasure of this Department to maintain a wicket gate of a material and design to be approved by the Deputy Surveyor at the spot shown by a red cross on the enclosed tracing upon the following terms and conditions:-

1. An ^{annual} acknowledgment of 2/6. is to be paid in advance to the Deputy Surveyor on the 5th July in each future year during the continuance of this permission the first payment in respect of the year to the 5th July 1904. to be made on the acceptance of this offer.

2. This permission is to be strictly during the pleasure of this Department and in the event of its being determined the gate is to be removed and the fence restored to its original condition to the satisfaction of the Deputy Surveyor.

If this offer is accepted I am to request that you will pay the sum of 2/6. to the Hon. J. W. Jascelles The King's House Lyndhurst and return to this Office the enclosed letter signed and dated.

The approval of the Deputy Surveyor to the design etc. of the gate should be obtained before it is erected.

I am, &c.

J. D. Morton Evans.

Mr. J. Brenton.

F. 2599.

Lyndhurst.
31st August 1903.

Sir,

New Forest.

File 4173?

I beg to accept the offer contained in your letter of the 24th August of permission to make, and during the pleasure of your Department to maintain a wicket gate in the position shown on the tracing that accompanied your letter and I agree to pay the acknowledgment and to observe the conditions therein specified.

I am, etc.

J. Brenton.

E. Stafford Howard, Esq. C.B.

Date
5th Sep
1903
Dear
Forest
E. Staff
Howard
C.B. a
Commis
of this M
Goods
to
Mr. Fran
Wentle
ficer
to use
water
certai
stream
ford
Little L
Walk f
supply
water h
Flour M
at Nai
bdg

Dated
5th Sept.
1903.
Dean
Forest,
E. Stafford
Howard Esq.
C.B. a
Commissioner
of His Majesty's
Woods &c.
to
Mr. Francis
Wirtle,
license
to use the
waters of
certain
streams &
ponds in
Little Dean
Walk for
supplying
water to a
Flour Mill
at Nail-
bridge

This Indenture made the fifth day of September
One thousand nine hundred and three Between the
Kings Most Excellent Majesty of the first part
Edward Stafford Howard Esquire C.B. the Commissioner
of Woods in charge of the Royal Forest of Dean in the
County of Gloucester of the second part and Francis
Wirtle of Mitcheldean in the County of Gloucester
Miller of the third part Whereas the said Francis
Wirtle hath lately applied to and requested the said
Edward Stafford Howard as such Commissioner as aforesaid
to grant him a renewal of the license which was
granted to his late Father Thomas Wirtle on the fourth
day of November One thousand eight hundred and
eighty two for the term of twenty one years from the
twenty ninth day of September One thousand eight
hundred and eighty two to use the waters of certain
streams or watercourses and Ponds hereinafter more
particularly mentioned or described situate or being
in or upon certain open wastes of the said Forest for
the purposes of his Mill at Nailbridge which the said
Edward Stafford Howard as such Commissioner as afore-
said hath consented and agreed to do upon the terms
and conditions hereinafter expressed Now this
Indenture witnesseth that in pursuance
of the said agreement and in consideration of the
yearly rent covenants and conditions hereinafter
reserved and contained and on the part of the said
Francis Wirtle to be paid observed and performed He
the said Edward Stafford Howard as such Commissioner
as aforesaid by virtue and in exercise of all powers
or authorities given to or vested in him or in any-
wise enabling him in this behalf and so far as he
lawfully can or may Doth by these presents for and
on behalf of his Majesty give and grant his
license and authority unto the said Francis Wirtle
to use and appropriate for the purpose of supplying
water to his said Flour Mill at or near Nailbridge
aforesaid now in his own occupation but for no

other

other purpose The waters of the streams or watercourses and ponds situate flowing or being in upon or through certain open waste lands of the said Forest of Dean at or near Nailbridge in Littledean Walk particularly indicated and shown by blue colour on the plan hereunto annexed with liberty to maintain and keep at his own expense the bulwerts or Drains now existing on the said streams or Watercourses at the places indicated or shown on the said plan To hold use exercise and enjoy the said license and authority hereby granted subject nevertheless and without prejudice to all such rights (if any) as may now lawfully exist in to upon or ~~over~~ over the same for the term of Five years from the twenty ninth day of September One thousand nine hundred and three Paying therefor yearly and every year during the continuance of this license unto the King's Majesty His Heirs and Successors the rent or sum of Two pounds by equal half yearly payments on the twenty fifth day of March and the twenty ninth day of September in every year without any deduction or abatement whatsoever the said rent to be paid to the Receiver for the time being of His Majesty's said Forest of Dean free and clear of all manner of taxes rates charges assessments and impositions whatsoever And the said Francis Wintle doth hereby for himself his heirs executors administrators and assigns covenants with the King's Majesty His Heirs and Successors

1. To pay unto the King's Majesty His Heirs and Successors the said yearly rent or sum of Two pounds upon the days and in manner hereinbefore appointed for payment thereof without any deduction or abatement whatsoever.
2. At all times during the said term to use and appropriate the waters of the said streams or watercourses and ponds in a fair reasonable and

proper

65 31-7



Scale 3 Chains to 1 inch

Signed

proper manner for the purpose of supplying water to his said Mill at Nailbridge aforesaid and for no other purpose whatsoever.

3. Not in the exercise of the license hereby granted to do any act whatsoever which may in any way damage injure or prejudice the lands properties rights or possessions of His Majesty or of his grantees galees licensees lessees or other having or to have lawful rights to use the said streams or Watercourses and Bonds or the water thereof either before or after passing the said Mill.

4. At his own costs and charges to cause or procure every assignment which may be made of this license to be within two calendar months from the date thereof lodged in the Office of the Commissioners of Woods in order that a Minute or Docquet thereof may be entered and to pay the usual fees therefor.

Provided always that if the said yearly rent of Two pounds hereby reserved 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 in case the said Francis Wintle shall not well and effectually perform and keep all and every the covenants and conditions herein contained and on his part to be observed and performed then and in every such case the license hereby granted shall absolutely cease and be void anything herein contained to the contrary thereof notwithstanding And the said Edward Stafford Howard doth hereby direct that this Deed shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the office of Land Revenue Records and Inrolments and the filing or making any 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

Signed sealed and delivered
 by the above named Edward
 Stafford Howard in the } E. Stafford Howard. (S)
 presence of - - - - -
 Morton Evans,
 Office of Woods,
 Whitehall Place.

Signed sealed and delivered
 by the above named Francis
 Wintle in the presence of } Francis Wintle (S)
 A. E. Branin,
 Mitcheldean,
 Glos.

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

17th Sept. 1903.

Cyril L. Flower,
 Assistant to the Keeper of the Records.

[Handwritten mark]

229 for H Dord

BUTTS LAWN

RHINEFIELD ROAD

STABLES

HOTEL

HOTEL GROUNDS

F O R E S T

R O A D

P A R K

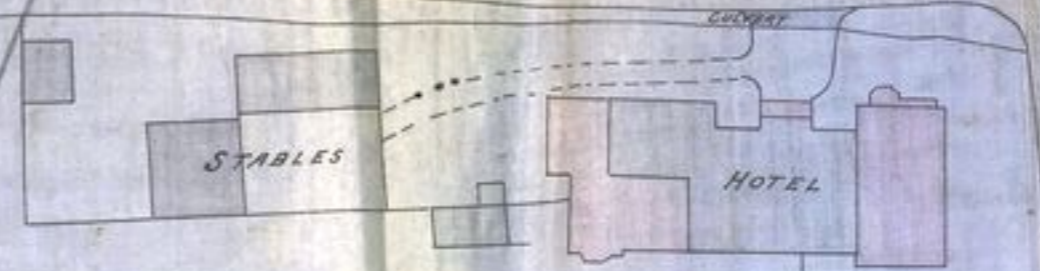
SCALE $\frac{1}{580}$

d

been
do not
d by me

the

[Faint handwritten notes on the left side of the page, partially obscured by a stain.]



Forest: F. 2817

Office of Woods,
9th September 1903.

ments: Sir,

New Forest.
File 4173^E

Dore,

Approach Road at Lower Aimers

mission

ake

road

at

Aimerat

Brockenhurst.

In reply

I am

to state

that he is

willing

to give

you

permission

to make

and during

the

pleasure

of this

Department

to maintain

an

approach

road

in the

position

shown

by

blue

colour

on the

enclosed

tracing

upon

the

following

The Deputy Surveyor of the New Forest - the Hon. G.W. Saxeles - has reported to this Office your application for permission to make a fresh approach road over the waste of the Forest to a house which stands on your land at Aimerat Brockenhurst. In reply I am to state that he is willing to give you permission to make and during the pleasure of this Department to maintain an approach road in the position shown by blue colour on the enclosed tracing upon the following terms and conditions viz:-

1. An acknowledgment of £1. per annum is to be paid in advance to the Deputy Surveyor on the 10th October in each future year during the continuance of this permission the first payment in respect of the period to the 10th October 1904 to be made on the acceptance of this offer.
2. In the event of this permission being determined the surface of the ground is to be restored to its original condition to the satisfaction of the Deputy Surveyor.
3. The amount of the acknowledgment will be subject to revision as soon as the building scheme which he understands you have in contemplation is completed.

If this offer is accepted I am to request that you will pay the sum of £1. to the Hon. G.W. Saxeles the King's House, Lyndhurst and return to this office the enclosed letter signed and dated.

I am etc.
(Sd.) Morton Evans.

W H Dore, Esq.

F. 2817.

Bournemouth,
September 12, 1903.

Sir,

New Forest.
File 4173?

I beg to accept the offer contained in your letter of the 9th September of permission to make and during the pleasure of your Department to maintain an approach road as shown on the tracing that accompanied your letter and I agree to pay the acknowledgment and to observe the conditions therein specified.

I am, &c.

(P.S.) W. H. Dore.

E. Stafford Howard Esq. C.B.

New Forest.

F. 2600.

Office of Woods,
24 August 1903.

Easements.

Sir,

New Forest.

File 4173?

A. Vardy.

Easements. Footpath at East Boldre

Permission to
make and
maintain a
footpath at
East Boldre

The Deputy Surveyor of the New Forest - the Hon. G. W. Pascelles has reported to this Office your application for permission to make a short footpath across a narrow strip of forest waste, to give access to a new house which you have built. In reply I am directed by Mr. Stafford Howard to inform you that he is willing to give you permission to make and during the pleasure of this Department to maintain a footpath in the position shown by a red dotted line on the enclosed tracing upon the following terms and conditions namely

24 Aug: 03

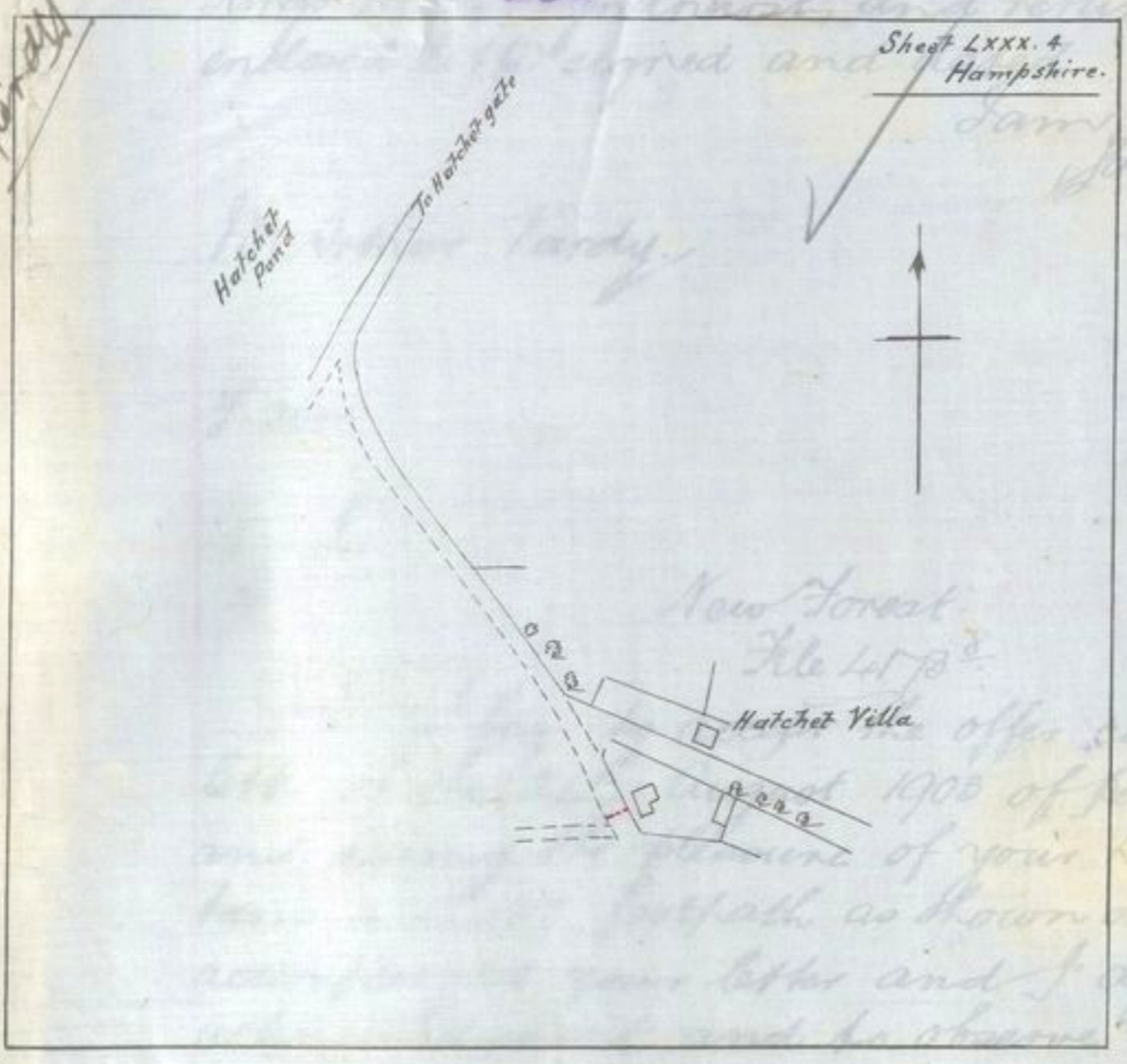
(1) An acknowledgment of 2/6. is to be paid in advance to the Deputy Surveyor on the 6th July in

each

future years during the continuance of this permission the first payment in respect of the year to the 5th July 1904 to be made on the acceptance of this offer.

(2) In the event of this easement being determined you are if required to restore the surface of the ground to its original condition to the satisfaction of the Deputy Surveyor.

If this offer is accepted I am to request that you will pay the sum of £16 to the Hon G.W. Gascelles the



Norton Evans.

East Boldre,
August, 1903,

I am, &c.
(S^d) Arthur Tardy.

C. Stafford Howard, Esq. C.B.

future year during the continuance of this permission the first payment in respect of the year to the 5th July 1904 to be made on the acceptance of this offer.

(2) In the event of this easement being determined you are if required to restore the surface of the ground to its original condition to the satisfaction of the Deputy Surveyor.

If this offer is accepted I am to request that you will pay the sum of 2/6 to the Hon G.W. Pascelles the Kings House, Lyndhurst, and return to this Office the enclosed letter signed and dated.

I am, &c.
(Sd.) Morton Evans.

Mr. Arthur Tardy.

East Boldre,
August, 1903.

£.2600.

Sd.

New Forest.
File 4138.

I beg to accept the offer contained in your letter of the 24th August 1903 of permission to make and during the pleasure of your Department to maintain a short footpath as shown on the tracing that accompanied your letter and I agree to pay the acknowledgment and to observe the conditions therein specified.

I am, &c.
(Sd.) Arthur Tardy.

C. Stafford Howard, Esq. C.B.

Sched 104

Dated
16 Sept. 1903.

Forest
of Dean.

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

to
Mr. William
Porter.

Lease

of Quarries 317
& 629. and of
additional land.

Commencing
29 Sept. 1902
Term of Year 21
Expires 29 Sept 1923.

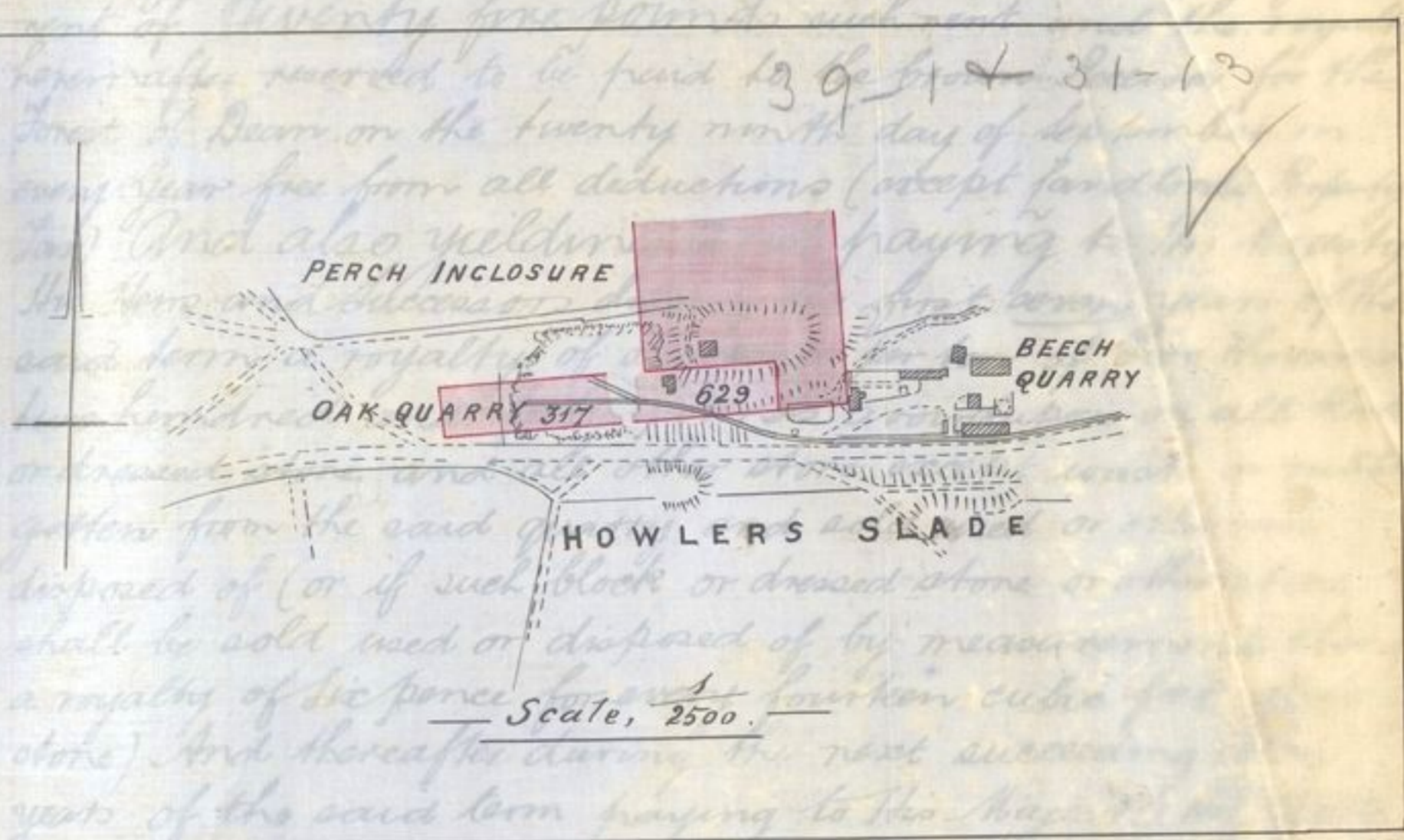
Costain Rent
£ 25 p.a.

+
Royalties

This Indenture made the sixteenth day of September One thousand nine hundred and three Between the King's 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 William Porter of Broadwell Lane End near Coleford in the County of Gloucester Quarryman
Witnesseth that in consideration of the rent and royalty hereinafter reserved and of the covenants hereinafter contained the said Edward Stafford Howard as such Commissioner as aforesaid on behalf of His Majesty Doth demise and lease unto the lessee All and singular the Quarries beds and veins of stone within First all that stone quarry situate at Howlers Slade in Worcester Walk in the Forest of Dean and County of Gloucester being of the length of twenty yards and numbered 317 in the Deputy Surveyors Quarry lease Books The Boundary stone at the South angle of the said Quarry being at the distance of fifteen yards from the fence of Barnhill Enclosure The Boundary Stone at the North angle thereof being at the distance of twenty five yards from the old bank of Sodgehill Plantation and bounded on the North by Quarry ^{no} 38 and on other sides by open Forest Second all that stone quarry situate at Howlers Slade in Worcester Walk in the Forest of Dean and County of Gloucester being of the length of twenty yards and numbered 629 in the Deputy Surveyors Quarry lease Books and being at a distance of thirty five yards at the south angle thereof and at a distance of forty two yards at the North east angle thereof from a building under lease from the Crown in the occupation

of

of the Forest of Dean Stone Farms limited and on other parts
 or sides by open Forest ~~etc etc~~ Third All that
 additional land situate at Howlers Slade Bounded on part
 south by Quarry No. 629 on the other part south by open Forest
 on part East by buildings held under lease from the Crown
 in the occupation of the Dean Forest Stone Farms limited and
 on other parts or sides by open Forest all which quarry ground
 and premises aforesaid are more particularly delineated
 and described on the plan drawn in the margin of these
 presents and is thereon coloured pink To hold the
 premises unto the Lessee from the twenty ninth day of Sep-
 tember One thousand nine hundred and two for the term
 of Twenty one years yielding and paying unto
 His Majesty His Heirs and Successors for the said term



(or for every fourteen cubic feet as the case may be) on all
 block or dressed stone or other stone except waste or rubble
 gotten from the said Quarry and sold used or otherwise
 disposed of ^{and also} Paying to His Majesty His Heirs and
 Successors during the first fourteen years of the said
 term a royalty of two pence for every like ton of waste
 or rubble stone gotten from the said Quarry (including
 stone from the top soil thereof) and sold used or otherwise

disposed

of the Forest of Dean Stone Firms limited and on other parts
~~on sides~~ by open Forest ~~at which~~ Third All that
 additional land situate at Howlers Glade Bounded on part
 South by Quarry No. 629 on the other part South by open Forest
 on part East by buildings held under lease from the Crown
 in the occupation of the Dean Forest Stone Firms limited and
 on other parts or sides by open Forest all which quarry ground
 and premises aforesaid are more particularly delineated
 and described on the plan drawn in the margin of these
 presents and is thereon coloured pink To hold the
 premises unto the Lessee from the twenty ninth day of Sep-
 tember One thousand nine hundred and two for the term
 of Twenty one years yielding and paying unto
 His Majesty His Heirs and Successors therefor the clear yearly
 rent of Twenty five pounds such rent and the royalty
 hereinafter reserved to be paid to the Crown Receiver for the
 Forest of Dean on the twenty ninth day of September in
 every year free from all deductions (except Landlords Property
 Tax) And also yielding and paying to His Majesty
 His Heirs and Successors during the first seven years of the
 said term a royalty of six pence per ton of Two thousand
 two hundred and forty pounds avoirdupois on all block
 or dressed stone and all other stone except waste or rubble
 gotten from the said quarry and sold used or otherwise
 disposed of (or if such block or dressed stone or other stone
 shall be sold used or disposed of by measurement then
 a royalty of Six pence for every fourteen cubic feet of such
 stone) And thereafter during the next succeeding seven
 years of the said term paying to His Majesty His Heirs
 and Successors a royalty of Eight pence for every like ton
 (or for every fourteen cubic feet as the case may be) on all
 block or dressed stone or other stone except waste or rubble
 gotten from the said Quarry and sold used or otherwise
 disposed of ^{and also} Paying to His Majesty His Heirs and
 Successors during the first fourteen years of the said
 term a royalty of two pence for every like ton of waste
 or rubble stone gotten from the said Quarry (including
 stone from the top soil thereof) and sold used or otherwise

disposed

disposed of And also paying to His Majesty His
 Heirs and Successors during the remainder of the
 said term after the first fourteen years thereof in
 respect of each of the two classes of stone namely
 (1) Block or dressed stone or other stone except waste
 or rubble and (2) Waste or rubble stone gotten from
 the said Quarry and sold used or otherwise disposed
 of a royalty thereon equal to the percentage on the
 value of such class of stone that would have
 been produced if the royalty thereon paid by the
 lessees during the whole of the second period of seven
 years had been assessed as a percentage value of
 the class on which it was paid instead of at the
 rate of eight pence per ton or two pence per ton
 as the case might be the assessment of the
 royalties to be paid by the lessee as aforesaid to
 be settled by the Gavelles of the Forest of Dean whose
 decision shall be final and binding on all parties
 such ~~which~~ royalties to be paid on the said twenty
 ninth day of September in every year for and
 in respect of the stone sold used or disposed of
 during the preceding year And also yielding
 and paying in the event of and immediately
 upon the term being determined by reentry under
 the proviso hereinafter contained a proportionate
 part of the said rent for the fraction of the
 current year and all royalty accrued up to
 the day of such reentry Provided that no
 royalty shall be payable upon so much of the
 stone sold used or disposed of in any one year as
 would be sufficient in value according to the
 reservation hereinbefore contained to yield a sum
 equal to the rent payable for such year Provided
 also that in the assessment of the royalty to be paid
 after the first fourteen years of the said term as afore-
 said the value of the stone shall be deemed to be the
 price for which the same shall be bona fide sold after
 having been wrought dressed and made marketable

without

without making any deduction from such price either in respect of labour bestowed thereon in preparing the same for sale or in respect of carriage to any yard or works of the lessee or of any other matter whatsoever except that the cost of carriage from the said Quarry or from any yards works or premises of the lessee in the Forest of Dean as the case may be to the place of delivery to a Purchaser shall be allowed where such cost is included in the sale price And in the event of the stone being used or disposed of otherwise than by sale the value shall be deemed to be deemed to be the general market price in the Forest of Dean at the date that the stone was so used or disposed of without allowance of any deduction whatsoever and if there shall be any dispute as to what was the general market price at such date such dispute shall be determined by the Crown's Chief Mineral Inspector for the time being whose decision shall be final and binding on all parties And the lessee hereby covenants with His Majesty His Heirs and Successors in manner following that is to say:-

1. To pay unto His Majesty His Heirs and Successors the said rent and royalty hereby reserved at the time and in the manner hereinbefore mentioned for payment thereof without any deduction or abatement whatsoever (except as aforesaid)
2. To bear pay and discharge all and all manner of present and future taxes rates charges assessments impositions and outgoings of what nature or kind soever in respect of the said premises (except Landlords Property Tax)
3. To abide by fulfil and keep all and singular the rules and regulations set forth in the Award of the Dean Forest Mining Commissioners relating to Quarries in the said Forest made pursuant to the Act of Parliament 1st and 2nd Victoria Chapter 43.
4. Not at any time during the said term to cultivate the said Quarry hereby demised or use the same or any part thereof for any purpose whatsoever other than

as a stone quarry and not to erect or make any building thereon except a cabin for sharpening or depositing therein quarrying implements which cabin shall not on any pretence or for any cause or reason be used or occupied as a dwellinghouse or for any purpose other than for sharpening and depositing therein implements necessary for working and carrying on the said quarry.

5. To fence round in a proper and substantial manner to the satisfaction of the lessor all and singular the pits and openings which shall be made or worked under or by virtue of these presents and to erect and set up within six months from the date hereof all such boundary stones at each angle of the site of the said quarry and also all such gates posts pales and other defences around or about the said quarry as shall be necessary or as shall be required by the lessor for the better defining and identifying the said quarry and for preventing cattle or other animals from trespassing thereon or injuring themselves and at all times during the said term to keep in good and substantial repair such boundary stones gates posts pales and other defences and not during the said term to fell stub cut lop or wilfully destroy spoil or damage any timber or other tree pollard sapling or young stone growing on or near the said premises or any part thereof.
6. To permit the lessor and his Agents or servants at all reasonable times to enter and inspect the said quarry and in case any want of fencing or repair shall be found the lessee will upon notice thereof in writing being given to or left on the said premises for him substantially and properly repair fence and amend the same accordingly within one calendar month next after any such notice shall have been given or left as aforesaid. And in case the lessee shall make default

in so doing it shall be lawful for the workmen or others to be employed by the lessor to enter into the said premises and to perform and complete the said fencing and repairs and the lessee will on demand pay to His Majesty His Heirs and Successors all expenses to be incurred thereby and in case of nonpayment thereof or of any part thereof the same or such part thereof as shall not be paid may be recovered as liquidated damages.

7. To search for and dig forthwith stone from the said quarry and with at least a good and able bodied quarrymen and workmen to work manage and carry on the said quarry in a fair workmanlike and proper manner to the satisfaction of the lessor and not at any time to commit or suffer within the said quarries any wilful or negligent act or omission whereby the mines and seams of coal and iron thereunder or adjacent thereto and not comprised in this demise may be damaged by or overcharged with water or whereby the working of any such mines or seams may be impeded or prevented and if at any time any excavations or borings made by the lessee in working the said quarries shall reach a depth which in the opinion of the Crown's Chief Mineral Inspector may involve a risk of letting water into any such mine or seam and notice thereof shall be given to the lessee or left for him upon the said quarry then the lessee will immediately cease making any excavation or boring in such place or places as may be specified in such notice but the fact of any such notice being given shall not exonerate the lessee from liability in respect of any damage occasioned as aforesaid.

8. To keep legible books of account with correct entries of the quantities of the quantities of the stone gotten from the said quarry and of the persons to or by whom and the times and prices at or for

which

which the same shall be sold used or disposed of and at all times when required to produce the said account to His Majesty's Agent for the time being and permit him to take extracts therefrom or copies thereof the lessee giving any explanation that may be required in relation thereto.

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

been a like plan and measurement at the quarry of the fessor and

MEMORANDUM OF AGREEMENT made the tenth day of October One thousand nine hundred and six BETWEEN THE KING'S MOST EXCELLENT MAJESTY of the first part the within named EDWARD STAFFORD HOWARD as such Commissioner as within mentioned of the second part and THE FOREST OF DEAN STONE FIRMS LIMITED (hereinafter referred to as "the Company") of the third part WHEREAS all interest in the within written Indenture is now vested in the Company AND WHEREAS by Clause 12 of the within written Lease it is provided that the Lessor or the Lessee may determine the term thereby granted at the expiration of the first year or any subsequent year thereof by six months notice in writing AND WHEREAS the Company have requested the said Edward Stafford Howard as such Commissioner as aforesaid to cancel such clause and to vary the said Lease in manner hereinafter appearing NOW THESE PRESENTS WITNESS that in exercise of the powers of the Crown Lands Acts 1829 to 1906 and of all other powers in anywise enabling him and with the consent of the Treasury signified by their Warrant dated the ninth day of October One thousand nine hundred and six the said Edward Stafford Howard as such Commissioner as aforesaid hereby on behalf of His Majesty cancels the before mentioned Clause 12 AND IT IS HEREBY COVENANTED AGREED AND DECLARED by and between the said parties hereto that the following Clause shall be substituted for Clause 12 in the within written Indenture that is to say PROVIDED ALWAYS AND IS IS HEREBY AGREED that in the event of the said Quarry being worked out it shall be lawful for the Lessee to determine the term granted by the within written Indenture of Lease on giving notice in writing of such purpose and intent to the Lessor at least six calendar months before the expiration of some year of the said term and such notice may be left at

the

him or if any company formed for working the stone

otherwise part thereof for the granted without that purpose

of the said term to the fessor the in such order to the fessor.

reby agreed the fessce to the expiration of or giving the other of them the expiration

the said term the fessor the same lessee at his or business

sted in a company and the fessce the same lies in fondon of Woods.

at or royalties he in arrear for a breach of

ments in these d rules and the said Dean mentioned which

be observed or of his Estate made against

hereby

237
238
239
232



ed
ce
le
y
on
s
nd
essor
or
nd
of the
d
h
nd
breary
of
and
diapod
a
mised
time
otherwise
mised
the
being
ch
to the
red by
ual
hall
knigs
trictly
also to
keep

which of and the same time be therefor explain thereto. 9. To said & twenty at sides shall within determine legible stone such notice sold therein the price respect of or stater has de as a dispos first lessee And other fessor the foss area have

the Office of the Commissioners of Woods in London AND the said Edward Stafford Howard doth hereby direct that this deed shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Inrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Inrolments IN WITNESS whereof the said Edward Stafford Howard has hereunto set his hand and seal and the Company have caused their Common Seal to be hereunto affixed the day and year first above written.

Signed sealed and delivered by the above named Edward Stafford Howard in the presence of Alianore R. Howard (Spinster) Thornbury Castle, Glos. L.S.

The Common Seal of the Forest of Dean Stone Firms Limited was affixed in the presence of Hubert R.N. Pictors, Walter Bryant, William Bryant. Directors. Secretary. L.S.

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

G. F. Hancock Assistant Keeper of the Records. 25th October 1906.

and cuttings of area in the showing the course and extent thereof and also to

Recd

10
11
12
Blame cancelled. See Upper Copy.
13

keep a like plan and measurement at the quarry or at the office belonging thereto and permit the lessor and his agent at all times to inspect the same.

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

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

12. Provided always and it is hereby agreed that it shall be lawful for the lessor or the lessee to determine the term hereby granted at the expiration of the first or any subsequent year thereof on giving notice in writing of such purpose to the other of them at least six calendar months before the expiration for such first or other subsequent year of the said term and if such notice shall proceed from the lessor the same may be delivered or sent by post to the lessee at his usual or last known place of residence or business or in the event of this demise becoming vested in a company at the registered office of such company and if the said notice shall proceed from the lessee the same may be sent by post to or left at the office in London for the time being of the Commissioners of Woods.

13. Provided always that if the rent or royalties hereby reserved or any part thereof shall be in arrear for twenty days or if there shall be ~~any breach~~ a breach of any of the covenants conditions or agreements in these presents contained or in any of the said rules and regulations annexed to the Award of the said Dean Forest Mining Commissioners hereinbefore mentioned which on the part of the lessee are or ought to be observed or performed or if a Receiver in Bankruptcy of his estate shall be appointed or a Receiving Order made against him or if any company formed for working the stone

hereby

Blaine cancelled. See Upper Aq.

ND the
is deed
by the
Revenue
try of
rolments
s
caused
year
rd. L.S.
S.
in the
there of made

also to
keep

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

11th Provided lastly and it is hereby agreed and declared that the term "lessor" herein means the King's Majesty His Heirs Successors and Assigns or so long as the reversion of the demised premises is vested in the Crown the Commissioners or Commissioners of Woods or other the person or persons for the time being entitled by law to the management and direction thereof and that 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

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

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

E. Stafford Howard. *(Signature)*

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

Signed sealed and delivered by the above named William Porter in the presence of

William Porter. *(Signature)*

Harry Hawkins.
Coleford.
Clerk.

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.

W. J. Green.

9th October 1903 / Assist: to the Keeper of the Records.

Dated
28th Septem^r.
1903

Dean Forest.

E. Stafford
Howard, Esq
C.B. a
Commissioner
of Woods &c.
to

S. Bernard
Standen, Esq.

lease
of premises known
as St. Briavels
Castle in the
Parish of
St. Briavels in
the County of
Gloucester.

commencing
5 July 1903
Term of Years
Expires 5 July 1924

Rent
£60. p. a.

This Indenture made the twenty eighth day of September One thousand nine hundred and three Between His Majesty's Most Excellent Majesty of the first part Edward Stafford Howard Esquire C.B. the Commissioner of Woods in charge of the hereditaments hereinafter demised of the second part and Samuel Bernard Standen of St. Briavels in the County of Gloucester Gentleman hereinafter called "the lessee" of the third part Witnesseth that in consideration of the rent and covenants hereinafter reserved and contained. He the said Edward Stafford Howard as such Commissioner as aforesaid by his exercise of the powers of the Acts 10th George the Fourth Chapter 50 and 14th and 15th Victoria Chapter 42 and of all other powers in anywise enabling him so to do and with the authority of the Lords Commissioners of His Majesty's Treasury signified by their Warrant dated the twenty first day of September One thousand nine hundred and three Doth on behalf of His Majesty demise and lease unto the lessee First All that piece of land containing One acre two roods and thirty four perches or thereabouts situate in the Parish of St. Briavels in the County of Gloucester Together with the messuage cottages and buildings erected thereon and known as St Briavels Castle which said piece of land and premises are herein-after referred to as "the said land" and are delineated and coloured red on the plan in the margin hereof Together with all ways lights easements and appurtenances to the said demised premises belonging Reserving unto His Majesty His Heirs and Successors all timber and other trees upon and all substrata under the said demised premises And reserving also unto His Majesty His Heirs and Successors and the lessee and occupiers for the time being of any other buildings or land belonging to

His

His Majesty the right free passage of water and soil from
 such other building or land through the channels sewers
 drains and watercourses for the time being belonging to
 or running under the said premises hereby demised To
 hold the said premises unto the lessee from the fifth
 day of July One thousand nine hundred and three for
 the term of Twenty one years determinable nevertheless
 as hereinafter provided. Paying therefor unto the
 King's Majesty His Heirs and Successors for the first
 quarter of a year of the said term the rent of a
 peppercorn and during the remainder of the said term
 the clear yearly rent of Sixty Pounds by equal quarter-
 ly payments on the fifth day of April the fifth day of July
 the tenth day of October and the fifth day of January in
 every year up to and including the fifth day of April One
 thousand nine hundred and twenty four the first
 quarterly payment thereof to be made on the fifth day
 of January One thousand nine hundred and four and
 the payment of the rent for the last quarter of a year
 of the said term to be made in advance on the said
 fifth day of April One thousand nine hundred and
 twenty four And also paying in manner aforesaid
 a further yearly rent equal to five per cent upon all
 monies and expenses laid out or incurred by His Majesty
 His Heirs or Successors at the request of the lessee in or
 incidental to draining building or other improvements
 on the said land Except that no such rent shall be
 payable in respect of a sum of Two hundred pounds
 already agreed to be expended by the lessor any such
 rent to commence from the quarter day next after the
 completion of such draining building or improvement
 the Certificate in writing of the Deputy Surveyor of Dean
 Forest shall be conclusive evidence And also paying
 on demand unto His Majesty His Heirs and Successors
 in addition to the rent And it is agreed that as
 to the amount of the monies and expenses laid out or
 incurred as aforesaid and as to the purpose for which
 and the dates when the same were laid out and incurred
 and

and as to the date of completion of any building or improvement the Certificate in writing of the Deputy Surveyor of Dean Forest shall be conclusive evidence. And also paying on demand unto His Majesty His Heirs and Successors in addition to the rent hereinbefore reserved all such sums of money as may in pursuance of the power hereinafter contained be paid by the Lessee for insuring any building or buildings on the said land the said respective rents and sums to be paid into the hands of His Majesty's Receiver for the time being of the rents and profits of the said premises free from all deductions whatsoever ^{except} in respect of Landlord's Property Tax. And the Lessee hereby covenants with the King's Majesty His Heirs and Successors in manner following that is to say:-

1. To pay unto His Majesty His Heirs and Successors the said several rents and sums hereby reserved as the same shall become payable on the day and in manner aforesaid.
2. To pay the sewer rate and all other taxes rates assessments and outgoings whatsoever (except Landlord's Property Tax) now or at any time hereafter during the said term payable in respect of the demised premises.
3. During the said term hereby granted as often as occasion shall require to well and substantially repair uphold cleanse and keep in repair all buildings except the main walls and timbers for the time being on the said land and all appurtenances thereto belonging the same being first put in good and substantial repair by the Lessee and at the end or sooner determination of the said term to surrender and yield up to the lessor the said premises together with all additions and improvements made thereto and all marble and other chimney pieces windows window shutters doors locks keys stoves ranges bells cranks wires bolts bars and fastenings whatsoever and all waterclosets baths sinks and things belonging thereto respectively cisterns gas water and other pipes

pumps wainscots partitions shelves dressers and drawers and all other things at any time fixed or fastened to the demised premises so as to form part of the freehold thereof in good and substantial repair.

4. To keep and preserve the said land clean and in good heart and condition and also to preserve all the trees and shrubs for the time being standing or growing on the said premises from injury except such as the Deputy Surveyor of Dean Forest for the time being may cut or authorise in writing to be cut.
5. At all times during the said term to keep all the buildings for the time being on the said land insured in some or one of the public fire insurance Offices in London or Westminster approved of by the lessor in the joint names of the Kings Majesty His Heirs and Successors and of the lessee in a sum equal to three fourths at least of the full value thereof respectively And whenever required so to do to show to the lessor or to His Majesty said Receiver the policy or policies of such insurance and the receipt or receipts for the premiums or premiums of insurance which shall have become payable for the current year And that in case such insurance or insurances shall not be effected or kept on foot or if the said policy or policies and receipt or receipts shall not be produced as aforesaid then the lessor may insure the said buildings or any of them in the amounts hereinbefore mentioned or any less amount in such name or names as he may deem proper and may recover all monies paid for such purpose as rent under the reservation hereinbefore contained And that all monies payable under any insurance or insurances shall immediately after the receipt thereof be applied in rebuilding and ~~rebuilding~~ reinstating the building or buildings in ~~respect~~ respect of which the same shall be paid to the satisfaction of the lessor or his Architect or Surveyor according to such plan as the lessor may by writing approve of And that in case the monies so received ^{as a} shall not be sufficient for that purpose the lessee will make good the

amount

- 6. amount of every such deficiency.
To paint three times over with good and proper oil colour in a workmanlike manner and to the satisfaction of the lessor or his Architect or Surveyor all the outside parts usually painted of all buildings for the time being on the said land in every third year of the said term and the inside parts usually painted of such buildings in every sixth and in the last year of the said term.
- 7. To permit the Steward of the Manor or Lordship of St. Briavel's or his Deputy to hold his Customary Manor Courts within the Court Room or other convenient room within the said castle and to permit the lessor and his Agents or servants at all reasonable times to enter into the said premises and to take a plan and examine the condition thereof and also at ~~any~~ ^{any} time or times during the said term in like manner to enter into the said premises and take a schedule of the lessor's fixtures therein and in case any want of repair or painting of the said premises or any removal of fixtures shall be found the lessee will upon notice thereof in writing being given to or left on the demised premises for him substantially and properly repair paint and amend the same accordingly within three calendar months next after any such notice shall have been given or left as aforesaid. And in case the lessee shall make default in so doing it shall be lawful for the workmen or others to be employed by the lessor to enter into the demised premises and to perform and complete the said repairs and painting and the lessee will on demand pay to His Majesty His Heirs and Successors all expenses to be incurred thereby and in case of nonpayment thereof or of any part thereof of the same or such part thereof as shall not be paid may be recovered as liquidated damages.
- 8. Not at any time during the said term to exercise or carry on or suffer to be exercised or carried on in or

upon

upon the said premises any trade or business whatsoever but to keep the said messuage and premises as a private dwelling house or professional residence only and without making or allowing to be made any show of business therein unless with the consent in writing of the lessor.

9. Not to injure or damage any of the trees upon the said land nor raise any substrata from the said land and generally not to do or permit to be done upon the said premises any waste spoil or destruction or any act or thing whatsoever which shall be or become a nuisance annoyance or disturbance to the lessor or to the owners or occupiers of any neighbouring premises.

10. Not to erect during the said term any additional building upon the said land other than such as shall have been previously approved of in writing by the lessor or his Architect or Surveyor nor to cut or injure any of the principal timbers or walls nor make any alteration whatsoever in the plan or elevation of the buildings for the time being on the said land nor alter or change any of the architectural decorations of such buildings or the fence or railings (if any) in front thereof nor make any addition thereto either in height or projection without the previous consent in writing of the lessor.

11. Not to assign the said premises or any part thereof or part with the possession of this lease without the consent in writing of the lessor such consent not to be unreasonably withheld.

12. At his own charges to cause all assignments which shall be made of these presents or of the premises hereby demised or any part thereof and all Orders of Court Probates of Wills and Letters of Administration and other instruments affecting the devolution of this lease or the term hereby granted within six calendar months from the respective dates thereof to be lodged in the Office of the Commissioners of Woods in order that Minutes or docketts thereof respectively may be entered and on demand to pay the usual fees therefor.

13. Provided always and these presents are upon this condition that if any rent hereby reserved shall be in arrear for twenty eight days or if the lessee shall not perform and keep the several covenants on his part herein contained the lessor may enter into and upon and retain possession of the premises hereby demised as fully and effectually in all respects as if these presents had not been made.
14. Provided lastly and it is hereby agreed and declared that the term "lessor" herein means the King's Majesty His Heirs Successors and Assigns or so long as the reversion of the demised premises is vested in the crown the Commissioners 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 second and third parts have hereunto set their hands and seals the day and year first above written.

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

Alexr. F. H. Campbell, J.P.
Cavalry Club.
London.

E. Stafford Howard

Signed sealed and delivered
by the above named Samuel
Bernard Standen in the
presence of

S. Bernard Standen 

Will. Edwards
Clerk to Messrs. Williams & Sons
Solicitors.
Monmouth.

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.

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

29th Sept.
October. 1903.

