

~~Sched 03 04~~File 893¹

Dated 5th March
1904.

County of
Gloucester

The Highmeadow Estate.

E. Stafford Howard Esq C.B. a
commissioner
of Woods

to

Mr. J. Hawkins
and another.

Please
of Coal in the
boleford High
Delf Seam
within under or upon all that tract or parcel of
land containing in the whole Forty three acres
of land con- and one half of another acre or thereabouts being part
taining 43 acres of the Brown's Highmeadow Estate situate in the Parish
of Newland in the County of Gloucester which said

commences 25/3/1903 land is delineated on the plan to these presents and
term & Years.

14 is thereon edged with a red line And Secondly
from endo 25/3/1907 all that piece or parcel of land containing eighteen

perches or thereabouts shewn by red body colour on

Rents £ 20 and the said plan together with the lawful use of all
existing roads streams and watercourses (if any) upon

the land first hereinbefore described and full power

Royalty 6d. per ton on large coal and authority to search for dig and carry away all

ton on large coal the coal in the said seam hereinbefore demised

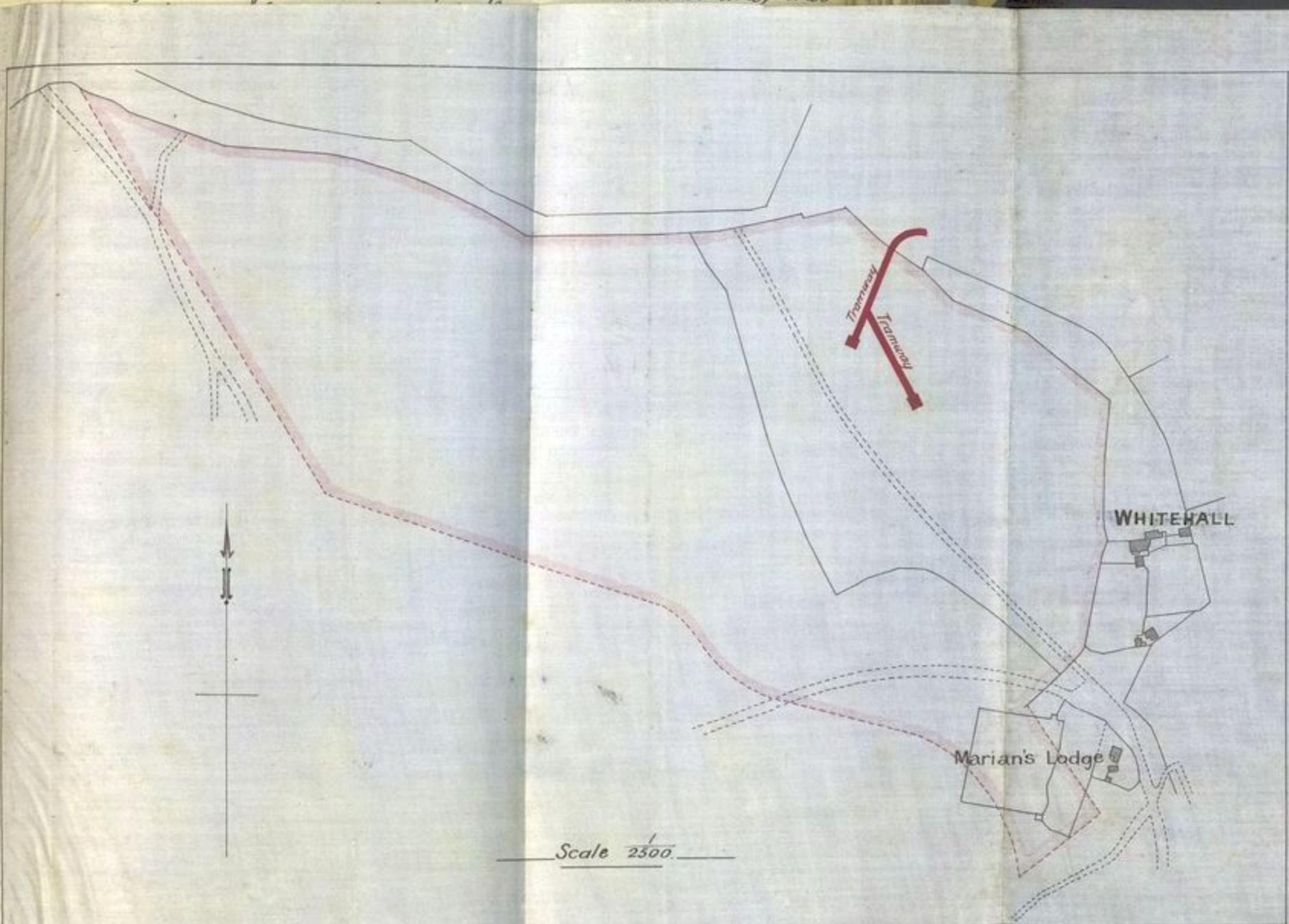
and 3d. per ton and for that purpose to sink and reopen pits in

on small coal or upon the lands secondly hereinbefore described and

to make and erect all necessary pits shafts buildings

and machinery roads tramways and watercourses

on the said land secondly hereinbefore described and generally to use such land for any purposes connected with the convenient working of the coal hereinbefore demised and for the disposition and making merchantable thereof including the disposition of rubbish thereupon produced in working and



... Majesty His Heirs and Successors. a royalty equal to six
pence

on the said land secondly hereinbefore described and generally to use such land for any purposes connected with the convenient working of the coal hereinbefore demised and for the disposition and making merchantable thereof including the disposition of rubbish thereupon produced in working and getting the said coal (so far as the lessor, the term "lessor" being hereinafter defined can authorise the same) the lessees making reasonable satisfaction and recompense to such persons (if any) as may be lawfully entitled thereto for any damage which they may sustain by reason of the exercise of the powers hereby granted saving nevertheless and reserving to the King's Majesty His Heirs and Successors all minerals stone and other substrata within or under the land first and secondly hereinbefore described in the Coleford High Delf Seam other than the coal hereby demised together with full power to search for work get and make the same merchantable and to carry away the same And also reserving all other rights and privileges in respect of the said land first and secondly hereinbefore described now belonging to His Majesty other than those hereby granted Together with full power for the lessor his grantees and lessees to pass over and along all or any of the roads or watercourses which may be made or used by the lessees to hold and enjoy the said premises hereinbefore demised unto the lessees from the twenty fifth day of March One thousand nine hundred and three for the term of fourteen years determinable as hereinafter mentioned Paying therefor unto the King's Majesty His Heirs and Successors during the said term for the premises first described the clear yearly rent of Twenty pounds which said yearly rent shall be paid by two equal half yearly payments on the twenty ninth day of September and the twenty fifth day of March in every year free from all deductions or abatements whatsoever the first half yearly payment of the said rent to be made on the twenty ninth day of September One thousand nine hundred and three And also paying to His Majesty His Heirs and Successors a royalty equal to six

pence

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pence per ton of two thousand two hundred and forty pounds avoindupois for all large coal and three pence per like ton on all small coal raised or gotten from the said land and sold used or otherwise disposed of such royalty to be paid by half yearly payments on the several days aforesaid all which said rent and royalty are to be paid into the hands of the Crown Receiver for the said Highmeadow Estate Provided always that no royalty shall be payable to His Majesty His Heirs or successors upon so much of the said coal to be gotten from the said land and sold used or otherwise disposed of as would be from time to time sufficient in value according to the reservation hereinbefore contained to yield to His Majesty His Heirs and successors a sum equal to the rent of Twenty pounds hereinbefore reserved And also paying to His Majesty His Heirs and successors the further clear yearly rent of five shillings for the land secondly hereinbefore described for use of such land for a tramway and for surface works under the proviso for that purpose hereinbefore contained And also paying to His Majesty His Heirs and successors before entering upon any part of the land secondly hereinbefore described at the rate of Thirty pounds per acre for and in respect of surface damage to be afterwards done to such land under the authority of these presents and also the value of all timber or timberlike trees growing or being upon such land such value to be assessed by the Crown Deputy Surveyor for the said Highmeadow Estate whose assessment shall be final and conclusive Provided also and it is hereby declared and agreed that if in any year of the term hereby granted the lessees shall not work get or bring to the surface from or out of the hereby demised mines such a quantity of coal as shall be sufficient to produce royalties at least equal in amount to the amount

of

of the rent hereinbefore reserved which would be payable in respect of that year and shall in the next immediately succeeding two years work and bring to the surface such a quantity of Coal as shall be sufficient to produce ~ royalties in excess of the rent hereinbefore reserved it shall be lawful for the lessees to retain out of such royalties in excess the sum which may have been paid for the deficiency in such previous year but the excess workings of any half year shall in no case be taken to make up the deficiency of any subsequent half year And the lessees hereby jointly and severally covenant with the King's Majesty His Heirs and Successors in manner following that is to say:—

1. To pay unto the King's Majesty His Heirs and Successors the said rent and royalty hereinbefore respectively reserved and made payable upon the respective days and times and in the proportions hereinbefore appointed for payment thereof respectively without any deduction or abatement whatsoever And that if default shall be made for the space of twenty one days in payment of the aforesaid rent and royalty or either of them it shall be lawful for the lessor or his Agent from time to time to distrain any machinery engines tramplates implements utensils carts carriages horses or other live or dead stock and all the coal which shall have been gotten and shall be found in or under the land first hereinbefore described in the said Boleford High Delf Seam or upon the land secondly hereinbefore described or upon any other land which may for the time being be in the occupation of the lessees and all other the goods chattels and effects of the lessees wheresoever the same may be found and the goods and chattels distrained to sell and dispose of towards satisfaction and payment of the arrears of the said rent and royalty and of all costs and charges incident to or occasioned by such distress and sale.
2. To forthwith pay to the King's Majesty for surface damage to the land secondly hereinbefore described at the rate of thirty pounds per acre and also to pay for

the

the timber timberlike trees and underwood upon such land so soon as the value thereof shall have been assessed by the Deputy Surveyor for the said Highmeadow Estate under the proviso for that purpose hereinbefore contained.

3. To pay during the said term the land tax and all other taxes rates rent charges assessments and impositions whatsoever now or hereafter to be charged or imposed in respect of the said demised premises either under any existing or future Act of Parliament (except the landlords Property Tax)
4. Forthwith to fence in the land secondly hereinbefore described on all sides thereof with a good and substantial fence to the satisfaction in all things of the lessor.
5. To search for and dig forthwith coal in proper and likely places in the said Coleford High Delf seam within and under the land first hereinbefore described and with at least two good and able bodied miners and workmen continuously employed fairly and efficiently to work and carry on all the works in the said seam for the time being opened within and under such land according to the best improved system of working in the Forest of Dean and to the satisfaction of the lessor.
6. To keep fair and legible books of account with true and regular entries of the weight measure and quantity of the coal which shall be gotten and raised from the said Coleford High Delf seam under the land first hereinbefore described and of the person or persons to or by whom and the times and prices (if any) at and for which the same shall be sold used or disposed of and at all times when required to produce and show such books of account to His Majestys Agent for the time being and permit or suffer him to take any extracts therefrom or copies thereof and give any explanation that may be required in relation thereto.

7. To deliver into the Office of the Commissioners of Woods or to His Majesty's said Receiver or Agent within 10 days next after the twenty ninth day of September and twenty fifth day of March in each year and at such other time or times during the said term as the lessor shall by notice in writing require the same and also within ten days after the expiration or other sooner determination of the said term a true and fair account in writing containing the several particulars aforesaid of all the coal which during the preceding half year and during such times as shall be required by such notice as aforesaid shall have been gotten and raised cleaned dressed or otherwise made marketable and sold used or disposed of clearly expressing in such account the number weight measure and quantity of the same respectively and the person or 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 such account being from time to time if required first verified in writing under the hand or hands of the lessees or their chief or only Agent for the time being And within the same periods and at such other time or times as aforesaid to deliver if required into the Office of the Commissioners of Woods or to His Majesty's Receiver or Agent a true and correct plan and measurement and section plotted to a scale of 3 chains to an inch signed by the lessees of the lands under or from which the said coal shall have been gotten as aforesaid and of the workings and cuttings of and in the said mine or seam distinctly showing the course and extent thereof and also to keep a like plan and measurement and section fully dialled up at the mine or works and permit the lessor or his Receiver or Agent at all times to inspect the same.
8. To erect at their expense at such points as shall be indicated by the lessor or his Agent legibly marked with a Broad Arrow substantial Boundary posts or stones and during the said term to maintain the same posts or stones in good order and repair.
9. At the expiration or sooner determination of the

term

term hereby granted ^{and} to the satisfaction in all things of the lessor to remove all buildings tramways and works upon the said land secondly hereinbefore described or any part thereof and to restore the surface thereof as far as practicable to the condition it was in at the commencement of the term hereby granted and also to securely fence in all shafts and openings in or upon such land and such land so restored and fenced in to peaceably and quietly give up and surrender unto the lessor or to such person or persons as he shall appoint to receive the same.

10. That it shall be lawful for the lessor and his Agent at all reasonable times with or without workmen or Assistants to enter into and inspect the said mines works and premises and the state and condition thereof and that the lessees will render every reasonable assistance to the lessor and his Agents and Workmen or Assistants in the examination aforesaid when required.
11. Not to commit any unnecessary damage spoil or waste in or upon the land hereinbefore described in the carrying on of the said works or in the exercise of the powers hereinbefore granted and to fence round ^{or} fill up level and cover in in a proper and substantial manner to the satisfaction of the lessor or his Agent all such pits soughs and other works as may have been wrought out or can no longer be worked to advantage and to make reasonable and fair satisfaction and recompensation to every person lawfully entitled thereto on account of any injury or damage which may be sustained by him by reason or in consequence of the said works or in the execution of the powers and authorities hereinbefore granted and indemnify the lessor from all actions claims and demands on account of any such injury or damage.
12. Not at any time to assign these presents or to underlet or otherwise part with the mines works

matters and premises hereinbefore demised or any part thereof respectively 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

13. To procure at their own costs and charges all assignments which with such consent as aforesaid shall be made of those presents or of the premises hereby demised or any part thereof and all Probates of Wills and letters of Administration affecting this lease or the term hereby granted to be within six calendar months from the respective dates thereof lodged in the Office of the Commissioners of Woods in order that minutes or dockets thereof respectively may be entered and on demand to pay the usual fees therefor.
14. Nothing herein contained shall preclude the lessor from granting the use of the roads streams and watercourses made or to be made on the said land and power to make roads and watercourses thereon to any other person or persons as he may think fit or from granting to any other person or persons any rights of wayleave or waterleave through or over the mine and hereditaments hereby demised paying or reserving therefor to the lessees such reasonable compensation (if any) as may be agreed on or as may be fixed by two indifferent persons one to be chosen by the lessor and the other by the lessees or by an Umpire to be nominated by ~~two~~^{two} such persons before they proceed upon their Valuation.
15. Provided always that if the aforesaid rents and royalty or any part thereof respectively shall not be duly accounted for or shall be unpaid for twenty days next after any of the days or times whereon the same respectively ought to be paid as aforesaid Or in case the lessees shall fail to perform and keep the several covenants hereinbefore contained or any of them Or if whilst the demised premises or any part thereof are vested in them for all or any part of the term hereby granted they shall be adjudged Bankrupt or a Receiver shall be appointed of their Estate Or if any Company shall be formed for working the coal

hereby

hereby demised and such Company shall be wound up. Or if the lessees shall either voluntarily or involuntarily do or suffer to be done any act matter or thing whereby or in consequence whereof this present lease or the interest of the lessees in the premises hereby demised shall without such consent as aforesaid become vested in any person or persons whomsoever except by bequest or by representation as Executor or administrator then and in any of the said cases it shall be lawful for the lessor to enter into and upon and retain possession of the said premises hereby demised together with all engines tools machinery and other working gear coal and other matters then being on the said premises for his absolute use. And that if any reentry shall be made under the proviso lastly hereinbefore contained there shall be payable by the lessees to the King's Majesty in addition to any rent or royalty then due in respect of the said premises a proportionate part of the accruing rent and royalty for the then current half year from the last half yearly day for payment of rent and royalty up to the day on which such reentry shall have been made.

16. Provided also and it is hereby further agreed and declared that it shall be lawful for the lessees to determine the term hereby granted on the twenty fifth day of March or the twenty ninth day of September in any year thereof by leaving for the lessor at the Office of the Commissioners of Woods in Whitehall Place Westminster six calendar months previous notice in writing for that purpose and upon the expiration of such notice and upon payment of the rent and royalty then due the said term shall cease and determine but without prejudice to any right of action or other remedy of His Majesty for any breach of covenant previously committed.

17. 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 rights and obligations of the lessees 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.

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

In witness whereof the said parties 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

C. Stafford Howard (L.S.)

Chas. E. Howlett.

Office of Woods
Whitehall Place,
London. S.W.

Signed sealed and delivered by
the above named Joshua Hawkins }
in the presence of

Joshua Hawkins (L.S.)

James Hawkins,
Joyford, near Glastonbury.
Glos. shire.

Collie.

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

William League (L.S.)

James Hawkins,
Joyford, Nr. Glastonbury. Glos. shire
Collie.

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

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

24 March 1902

K.G.

Schedt 53/02

Dated
29th. February
1904.

Dean Forest.

C. Stafford
Howard Esq.
CB. a
commissioner
of His Majesty's
Woods &c.

The Forest of
Dean Stone
Firms Ltd.

and.
Mr. William
Porter.

Surrenders
of part of
Quarry no. 629
and
lease
of Stone
of the part
surrendered.

This Indenture made the twenty ninth day of February One thousand nine hundred and four Between The Forest of Dean Stone Firms Limited (hereinafter referred to as "the company") of the first part William Porter of Broadwell Lane End near Coleford in the County of Gloucester quarryman hereinafter referred to as the lessee) of the second part Edward Stafford Howard Esquire CB. Gaveller of the Forest of Dean and Commissioners of Woods in charge of the premises hereinafter described of the third part and The King's Most Excellent Majesty of the fourth part Whereas by an Indenture of lease which is dated the sixteenth day of September One thousand nine hundred and three and is made between The King's Majesty of the first part the said Edward Stafford Howard of the second part and William Porter of the third part (inter alia) All that additional piece of 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 Hebron in the occupation of the Dean Forest Stone Firms limited Quarry no. 629 and on other parts or sides by open Forest all which and Quarry ground and premises aforesaid with other ground and premises also demised by the said of Stone in an Indenture are more particularly delineated and adjoining piece described on the plan in the margin thereof and thereon of land in lieu coloured pink were demised to the said William Porter from the twenty ninth day of September One thousand nine hundred and two for the term of twenty one years at the rents and under and subject to the covenants and conditions in the said Indenture of lease contained And whereas the said Indenture of lease and the quarries and premises thereby demised are now vested in the Company for all the residue of the term of years thereby granted and they have requested the said Edward Stafford Howard as such Commissioner as aforesaid to accept on behalf of His Majesty a Surrender as from the twenty ninth day of September One thousand

ynne hundred and three of so much of the said additional land being part of quarry numbered 629 as is shwon by yellow colour on the plan to these presents and to grant to the said William Porter the quarries ~~veins~~ and ~~beds~~ of stone in all that piece of land adjoining the said quarry No. 629 on the north and shown by green colour on the said plan And whereas the said Edward Stafford Howard has agreed to accept such surrender and grant such lease in manner hereinafter appearing Now this Indenture witnesseth that in

witness of the premises by the company in b

ored with his consent of the said Edward Howard
testified by his executing these presents 30. 9. 13

to the King's Majesty from the and twenty ninth
September One thousand four hundred and thir

and singular the said premises and quarry numbered

within colour of yellow and green and
shown by yellow colour on the said plan

to the intent and purposed as in the same

by the said recita

From Coleford to Speech House

quarry No. 629 and all the other

and plan under or by virtue of the same

emerged and exten^ged in the possession of

heirance of the said premises now held in

right of the Crown and this Indenture is

witnessed by the said Edward Stafford Howard

and in consideration of the rent and royalties

named and to the reversion to him after con-

tinuall the said William Porter to have

delivered the said Edward Stafford Howard as

Gavellos and commissioners as aforesaid and in exercise

of the powers referred to in the said Indenture of lease

Doth on behalf of the King's Majesty demise and lease

unto the lessee All and singular the quarries veins

and beds of stone within all that piece of land situate

in Howlers Slade in Worcester Walk in the Forest of Dean

and County of Gloucester and adjoining Quarry No. 629

on the northern side thereof and shown by green colour

ynne hundred and three of so much of the said additional land being part of quarry numbered 629 as is shwon by yellow colour on the plan to these presents and to grant to the said William Porter the Quarries ~~veins~~ and ~~beds~~ of stone in All that piece of land adjoining the said Quarry No. 629 on the north and shown by green colour on the said plan And whereas the said Edward Stafford Howard has agreed to accept such surrender and grant such lease in manner hereinafter appearing Now this Indenture witnesseth that in pursuance of the premises they the Company as Beneficial Owners with the consent of the said Edward Stafford Howard testified by his executing these presents Do Surrender to the Kings Majesty from the said twenty ninth day of September One thousand nine hundred and three All and singular the quarries veins and beds of stone within so much of the said Quarry numbered 629 as is shown by yellow colour on the said plan to these presents To the intent and purpose that the term of years created by the said recited Indenture of lease and all the estate and interest now subsisting in that part of the said Quarry No. 629 as is shown by yellow colour on the said plan under or by virtue of the same Indenture may be merged and extinguished in the reversion freehold and inheritance of the said premises now vested in His Majesty in right of His Crown And this Indenture also witnesseth that in pursuance of the said agreement and in consideration of the rent and royalty hereinafter reserved and of the covenants hereinafter contained and on the part of the said William Porter to be paid and performed the said Edward Stafford Howard as such Gaveller and Commissioner as aforesaid and in exercise of the powers referred to in the said Indenture of lease Doth on behalf of the Kings Majesty demise and lease unto the lessee All and singular the quarries veins and beds of stone within all that piece of land situate in Howlers Slade in Worcester Walk in the Forest of Dean and County of Gloucester and adjoining Quarry No. 629 on the northern side thereof and shown by green colour

on the said plan to these presents to hold the
said premises hereby demised unto the lessee from the
twenty ninth day of September One thousand nine
hundred and three for the term of Twenty years
being a term commensurate with the unexpired
residue of the term granted by the said recited
Indenture of lease and as part of the said Bury
no 629 demised by the said recited Indenture ~~all~~ ^{all}ing
therefor and for the premises demised by the said
recited Indenture of lease unto the King's Majesty His
Heirs and Successors during the residue of the term
granted by the said recited Indenture the clear
yearly rent of Twenty five pounds and the
royalties reserved by the said recited Indenture
upon the day and in the manner mentioned in
the said recited Indenture for payment of the
rent and royalties thereby reserved And the lessee
hereby covenants with the King's Majesty His Heirs
and Successors that from and after the said twenty
ninth day of September One thousand nine hundred
and three All and singular the reservations of rent
and royalties and all and singular and all and
~~singular~~ the covenants agreements powers and
provisions (other than the proviso for reentry) in the
said recited Indenture of lease contained shall be
read and shall have effect as if the premises
by these presents demised had been inserted and
described in the said recited Indenture and on
the plan in the margin thereof and had been
thereby demised as part of the premises thereby
demised And further that the said rent of Twenty
five pounds and the said royalties shall together
be charged upon the whole of the premises demised
by the said recited Indenture and by these presents
and may be recovered by entry and distress upon
the whole or any part of the said premises And
further that the lessee will from the said twenty ninth
day of September One thousand nine hundred

and

and three pay the yearly rent of Twenty five pounds and all royalties by the joint effect of the said recited Indenture and these presents reserved at the time and in manner mentioned in the said recited Indenture and observe and perform all and every the covenants and conditions contained in the said recited Indenture as varied by these presents

Provided always that if the rent and royalties by the joint effect of the said recited Indenture and these presents reserved or any of them or any part thereof respectively shall be unpaid for the space of Twenty days next after the day ~~of~~ by the said recited Indenture appointed for payment or if there shall be a breach of any of the covenants conditions or agreements in the said recited Indenture or in these presents contained according to the joint effect of the said recited Indenture and these presents or in any of the Rules and Regulations annexed to the Award of the Dean Forest Mining Commissioners mentioned in the said recited Indenture and which on the part of the lessee are or ought to be observed or performed or if a Receiver in Bankruptcy of his estate shall be appointed or a Receiving Order made against him or if any company formed for working the stone hereby demised shall be wound up except for purposes of reconstruction or if the lessee shall either voluntarily or involuntarily do or suffer any act matter or thing whereby or in consequence whereof the term and interest granted by the said recited Indenture and these presents or any part thereof shall without such consent as within mentioned become vested in any person or persons whomsoever except by bequest or by representation as executor or administrator then and in any of the said cases it shall be lawful for the lessor 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 Provided also and it is hereby declared and agreed that the terms "lessor" and "lessee" shall have the same signification as in

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the said recited Indenture And the said Edward Stafford Howard doth hereby direct that this Deed shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Informments and the filing or making an entry of such deposit by the Keeper of the said Records and Informments In witness whereof the said Edward Stafford Howard and the said William Porter have hereunto set their hands and seals and the Company have caused their common Seal to be hereunto affixed the day and year first above written.

The common seal of the company namely Forest of Dean stone Firms limited was affixed in the presence of
W. M. Gaul
J. J. Constable Buntis } Directors.
William Bryant Secretary.

Seal

Signed sealed and delivered by the above named } William Porter W.S.
William Porter in the presence of Harry Hawkins
John Balford,
Clerk.

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

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

Francesco
Assist: to the Keeper of the Records.

30 March. 1907.

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Copy
TINTERN ESTATE.

Agreement made the 27th day of
October. One thousand nine hundred and *three*
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
*William Morgan Junior of the North,
Trelleck*
(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 *cottage and garden*
numbered 437 on Sheet XXI of the Ordnance
Survey and containing 1r. 11p. situated in
the Parish of Trelleck

Together with the appurtenances which premises are colored red on
the plan annexed hereto Except and reserving to His Majesty
all timber and other trees and all mines and minerals with
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 *Twenty ninth*
day of *September* as tenant from year to year (determinable
as hereinafter mentioned) at the yearly rent of *Four 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

Entered 28-10-03

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the said recited Indenture And the said Edward
Stafford " be deemes
deposit
Revenue
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and Mr
Stafford &
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The common seal of the
Dearstone Farms United
W. Mc. G.
J. Bonato
William.

Signed sealed and deliv
William Porter in the presence
Harry Hau
bco

Signed sealed and delivered
Edward Stafford Howard
bhas

I certif
deposit
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payments on the 25th day of March the 29th
day of September in every year the first half yearly
payment to be due on the 25th day of March

1903 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 Four 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 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 (hereinafter 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

30 Mar
1889

the 29th

rst half yearly

ch

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tenant hereby

id yearly rent

pay the land

utgoings what-

Rent charge)

said premises

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determination

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His Majesty's

inafter called

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sign underlet

part thereof

ime or times

and condition

of the said premises and to execute any works thereon or to place

thereon. AND IT IS HEREBY AGREED that section 33

of the Agricultural Holdings (England) Act 1883 shall not apply and

If notice is given to the Commissioner

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the same may be given to the tenant or left for him upon the said

premises or sent to him by Registered Post and if

The Narrath
This notice shall proceed from the tenant the same shall be left at the

local Office of the Commissioner of His Majesty's Woods and it is

hereby further agreed that the Commissioner shall have a right of

re-try 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 enrolled

by the deposit of a duplicate thereof in the Office of Land Revenue

Records and Inquisitions and the filing or making an entry of such

deposit by the keeper of the said Records and Inquisitions 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.

437

Scale 1:2500.

Signed by the above-named
Edward Stafford Howard
in the presence of

W. Morgan

Signed by the above-named

W. Morgan

in the presence of

*Francis Hobbs
Brown Office
Monmouth
Land Agent.*

29th

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 *him* 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

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E. Stafford Howard.

Signed by the above-named

W. Morgan
in the presence of

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Francis Hobbs
Brown Office
Monmouth
Land Agent.

AGREEMENT for letting

on a Yearly Tenancy from the

Rent £ _____
per Annum.

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the said recited Indenture And the said Edward

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

&c.,

AND

AGREEMENT for letting

on a Yearly Tenancy from the

458

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Recd 3-5-04
File 6019.

To all to whom these presents shall come EDWARD STAFFORD HOWARD Esquire C.B. the Commissioner of Woods in charge of the Land Revenues of the Crown in the County of Monmouth on behalf of the King's Most Excellent Majesty SENDETH GREETING
His Majesty is seized in right of His Crown of the inheritance in fee simple of
WHEREAS the messuage lands and hereditaments hereinafter more particularly described and intended to be hereby conveyed ~~are held of~~
~~His Majesty in right of His Crown by~~

at the Cot rent of £ _____ per annum AND WHEREAS the said EDWARD STAFFORD HOWARD as such Commissioner as aforesaid hath contracted with ~~man~~ *William Hunt of* _____ for the sale to *him* _____ of the said premises for the sum of £ 200 _____
NOW KNOW YE that in consideration of the sum of £ 200
by the said *William Hunt* _____ paid to the said EDWARD STAFFORD HOWARD as such Commissioner as aforesaid before the execution of these presents (the receipt whereof the said EDWARD STAFFORD HOWARD doth hereby acknowledge) the said EDWARD STAFFORD HOWARD on behalf of His Majesty and under *and by and with the consent of the lords Commissioners of His Majesty's Treasury signified by their Warrant dated 9 February 1901* the powers of the Crown Lands Acts 1829 to 1894 doth by these presents grant and convey unto the said *William Hunt* _____ and his ^{else} heirs All that piece or parcel of land and premises _____

458

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containing $4 \cdot 3 \cdot 25$ or thereabouts situate at *Penalt*.

in the County of Monmouth

together with the messuage erected thereon which said land and premises are delineated and coloured red on the plan on the back of these presents save and except out of this Grant all mines minerals stone and other substrata whether of a metallic or of any other nature within under or upon the said land and premises with full power from time to time and at all times for ever hereafter to enter upon search for work use raise carry away and enjoy the same as fully and effectually to all intents and purposes as if this Grant had not been made AND ALSO save and except full power from time to time and at all times hereafter to search for work dress use raise carry away and enjoy any other mines minerals stone or substrata belonging to His Majesty and lying beyond the limits of the land and premises hereby granted through or over the same as fully and effectually to all intents and purposes as if this Grant had not been made PROVIDED NEVERTHELESS that the persons working the said mineral substances shall make reasonable compensation and satisfaction to the owners of the surface of the said land and premises for any injury which may be done to such surface and to any buildings now standing thereon the amount of such compensation to be in every case settled by the Receiver of Crown Rents whose award under his hand shall in every case be final AND ALSO save and except out of this Grant (but subject to the provisions of the Game Act 1880) all Game

Wild Fowl Rabbits and Fish with the exclusive right for His Majesty His
Heirs Successors and Assigns and all persons authorised by him or them
at all times to preserve the same and of hunting shooting fishing coursing

and sporting over and on the land and premises TO HOLD the said

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promises unto and to the use of the said *William Hunt his*

heirs and assigns for ever and for the sum that

the said rent of

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AND the said

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deemed to be fully and sufficiently enrolled by the deposit of a duplicate

thereof in the Office of the Revenue Books and

enrolments and the

Keeper of the said

the said EDWARD

24th

day of

1904

WITNESS whereunto the said

EDWARD STAFFORD

Howard

the 24th

day of

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Witness to the execution by the

and Edward STAFFORD

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Wild Fowl Rabbits and Fish with the exclusive right for His Majesty His
Heirs Successors and Assigns and all persons authorised by him or them
at all times to preserve the same and of hunting shooting fishing coursing

and sporting over and on the said land and premises TO HOLD the said
premises unto and to the use of the said

William Hunt his

heirs and assigns for ever and to the intent that the said rent of
the _____ shall cease and be extinguished and that the

said _____ may be
absolutely freed and for ever discharged from the same. 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 EDWARD
STAFFORD HOWARD has hereunto set his hand and seal this

day of *March* 1904

24th

Witness to the Execution by the
said EDWARD STAFFORD
HOWARD

*William Hunt
Chas E. Howlett
Office of Woods
1 Whitehall Place
SW*

(Mr) E. Stafford Howard (L.S.)

Approved.

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
Last: Keeper of the Records.