

Dated  
31<sup>st</sup> December  
1903.

Monmouth.

Intern Estate.

E. Stafford  
Howard Esq.  
CB. a commiss-  
ioner of Woods  
tc.

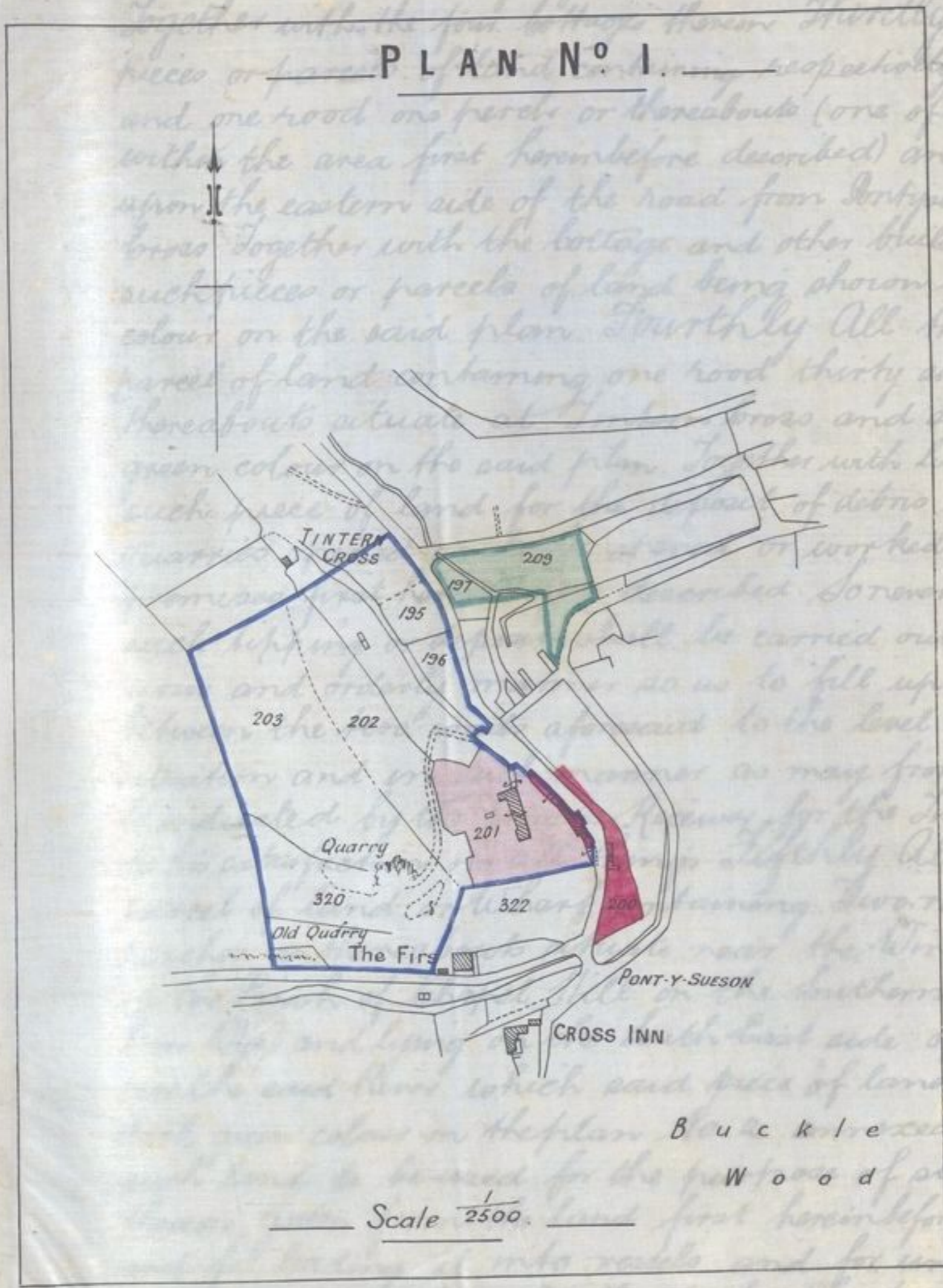
to  
Messrs Turner.

lease  
of Pontypais  
Quarries,  
Linn Works,  
and other  
lands and  
buildings  
and water  
rights.

Rents and  
Royalties as  
within.

This Indenture made the thirty first day of December One thousand nine hundred and three Between The King's Most Excellent Majesty of the first part Edward Stafford Howard Esquire C.B. the Commissioner of Woods in charge of the premises hereinafter demised of the second part and James Edward Turner and William Henry Turner both of Cardiff in the County of Glamorgan Builders and Contractors (hereinafter called "the Lessees") of the third part Witnesseth that in consideration of the rents and royalties hereinafter reserved and of the covenants hereinafter contained. The said Edward Stafford Howard as such Commissioner as aforesaid in exercise of the powers of the Acts 10<sup>th</sup> George the Fourth Chapter 50 and 14<sup>th</sup> and 15<sup>th</sup> Victoria Chapter 42 and of all other powers and authorities enabling him so to do and with the consent of the Lords Commissioners of His Majesty's Treasury signified by their Warrant dated the twenty sixth day of November One thousand nine hundred and three Doth on behalf of His Majesty demise and lease unto the Lessees First all and singular the quarries beds and veins of stone within All that tract of land containing seven acres two roods and nine perches situate at Pontypais in the Parish of Trelleck Grange in the County of Monmouth and shown within a blue verge line on the plan No. 1. annexed to these presents Together with the lawful use of all roads streams and watercourses upon the same land and full power and authority to search for dig and carry away the stone hereinbefore demised and to make and erect all necessary pits shafts buildings machinery roads and watercourses on the said land (so far as the lessor can authorize the same) the Lessees making reasonable compensation to all persons (if any) lawfully entitled thereto for all damage sustained by them by reason of the exercise of

the powers hereby granted Secondly All that piece or parcel of land containing Three roods twenty four perches or thereabouts situate at Pont-y-Sueson aforesaid within the area first hereinbefore described and shown by light pink colour on the said plan



together with the plot containing thereon the house and other buildings thereon such pieces or parcels of land being shown by dark red colour on the said plan. Fourthly All that piece or parcel of land containing one rood thirty six perches or thereabouts situate at the same place and shown by light green colour on the said plan. Together with liberty to use such piece of land for the purpose of depositing from any quarry or other place any materials or worked upon the same as may be carried out in a continuous manner so as to fill up the valley aforesaid to the level thereof in such manner as may from time to time be required by the Trustees for the Tintern Estate and the same piece of land being shown by light blue colour on the said plan. Fifthly All that piece or parcel of land containing two roods three perches and four perches situate on the west side of the Tintern Bridge of the Tintern Abbey and shown by light blue colour on the said plan. Together with liberty to use such piece of land for the purpose of depositing from any quarry or other place any materials or worked upon the same as may be carried out in a continuous manner so as to fill up the valley aforesaid to the level thereof in such manner as may from time to time be required by the Trustees for the Tintern Estate and the same piece of land being shown by light blue colour on the said plan. Sixthly All that piece or parcel of land containing one rood thirty six perches or thereabouts situate at the same place and shown by light green colour on the said plan. Together with liberty to use such piece of land for the purpose of depositing from any quarry or other place any materials or worked upon the same as may be carried out in a continuous manner so as to fill up the valley aforesaid to the level thereof in such manner as may from time to time be required by the Trustees for the Tintern Estate and the same piece of land being shown by light green colour on the said plan. Seventhly All that piece or parcel of land containing one rood thirty six perches or thereabouts situate at the same place and shown by light green colour on the said plan. Together with liberty to use such piece of land for the purpose of depositing from any quarry or other place any materials or worked upon the same as may be carried out in a continuous manner so as to fill up the valley aforesaid to the level thereof in such manner as may from time to time be required by the Trustees for the Tintern Estate and the same piece of land being shown by light green colour on the said plan. Eighthly All that piece or parcel of land containing one rood thirty six perches or thereabouts situate at the same place and shown by light green colour on the said plan. Together with liberty to use such piece of land for the purpose of depositing from any quarry or other place any materials or worked upon the same as may be carried out in a continuous manner so as to fill up the valley aforesaid to the level thereof in such manner as may from time to time be required by the Trustees for the Tintern Estate and the same piece of land being shown by light green colour on the said plan. Ninthly All that piece or parcel of land containing one rood thirty six perches or thereabouts situate at the same place and shown by light green colour on the said plan. Together with liberty to use such piece of land for the purpose of depositing from any quarry or other place any materials or worked upon the same as may be carried out in a continuous manner so as to fill up the valley aforesaid to the level thereof in such manner as may from time to time be required by the Trustees for the Tintern Estate and the same piece of land being shown by light green colour on the said plan. Tenthly All that piece or parcel of land containing one rood thirty six perches or thereabouts situate at the same place and shown by light green colour on the said plan. Together with liberty to use such piece of land for the purpose of depositing from any quarry or other place any materials or worked upon the same as may be carried out in a continuous manner so as to fill up the valley aforesaid to the level thereof in such manner as may from time to time be required by the Trustees for the Tintern Estate and the same piece of land being shown by light green colour on the said plan.

nam to enter upon and use such land or wharf for the purpose of berthing loading and unloading vessels with any substances or materials whatsoever Together with

the powers hereby granted Secondly All that piece or parcel of land containing Three roods twenty four perches or thereabouts situate at Pontypais on aforesaid within the area first hereinbefore described and shown by light pink colour on the said plan Together with the four cottages thereon Thirdly All those two pieces or parcels of land containing respectively Twelve perches and one rood one perch or thereabouts (one of which is situate within the area first hereinbefore described) and the other upon the eastern side of the road from Pontypais to Tintern Cross Together with the cottage and other buildings thereon such pieces or parcels of land being shown by dark red colour on the said plan Fourthly All that piece or parcel of land containing one rood thirty six perches or thereabouts situate at Tintern Cross and shown by light green colour on the said plan Together with liberty to use such piece of land for the deposit of debris from any quarries opened or to be opened or worked upon the premises first hereinbefore described Nevertheless that such tipping or deposit shall be carried out in a continuous and orderly manner so as to fill up the valley between the two roads aforesaid to the level thereof in such situation and in such manner as may from time to time be indicated by the brown Receiver for the Tintern Estate and to his satisfaction in all things Fifthly All that piece or parcel of land or Wharf containing Two roods three perches or thereabouts situate near the Wine Works Bridge in the Parish of Chapel Hill on the Southern Bank of the River Wye and lying on the South-East side of the Bridge over the said River which said piece of land is shown by dark green colour on the plan No. 2 annexed to these presents such land to be used for the purpose of stacking stone thereon gotten from the land first hereinbefore described and for loading it into vessels and for unloading from vessels materials brought thereto for the Lessees Reserving power nevertheless for the Lessor and others authorised by him to enter upon and use such land or wharf for the purpose of berthing loading and unloading vessels with any substances or materials whatsoever Together

with

with power for that purpose to use any crane or machinery belonging to the lessees and erected on the said land or wharf And also power to store any such substances and materials thereon for such time as he the lessor or others authorised by him as aforesaid may require So nevertheless that in the event of their storing any such substances or materials on the said land or wharf or using any such crane or machinery belonging to the lessees they shall pay to the lessees a fair and reasonable charge or compensation for the use of the said land or wharf for such storage purposes or for the user of the said crane or machinery as the case may be as is hereinafter provided in clause 23 hereof and in the event of any dispute as to the amount charged by the lessees for such user such dispute shall be referred to the said Crown Receiver and settled by him and his decision shall be final and binding upon all parties Sixthly All that piece or parcel of land containing one acre one rood and thirty one perches or thereabouts situate at Chapel Hill aforesaid and known as the Abbey Works Together with the feet or watercourse and sluices lying to the South West and North-west of the said Works All which land and watercourse are shown by yellow colour on the said plan No. 2 Together with liberty for the lessees with the previous consent in writing of the lessor to pull down any of the old buildings on the said land and to clear away the materials thereof or to use them in the erection of other buildings on such land Seventhly license and permission to the lessees subject to the condition next hereafter appearing to draw off appropriate and use in connection with and for the purposes of their Stone saws and works situate on the premises aforesaid hereinbefore described but for no other purpose the waters of any pond or stream in the neighbourhood the property of the lessor and for that purpose to lay pipes through the lands of His Majesty. Such license and permission

nevertheless

nevertheless to be in all instances exercised subject to the previous approval in writing of the lessor and under the superintendance of any Crown Officer appointed by him and so that the water at the head of any Pond from which water shall be taken shall not be lowered by such taking more than three feet from its level when full and subject also to all rights easements and tenancies affecting all or any of such ponds and waters Provided always that in the event of any dispute as to the level of such pond when full such level shall be ascertained by the said Crown Receiver whose decision shall be final and binding on all parties To hold the said premises heretofore demised unto the lessees from the fifth day of January One thousand nine hundred and three for the term of Twenty one years Subject nevertheless as regards the premises first herein described but exclusive of the part coloured light and dark pink on the said plan No. 1 to a yearly tenancy therein of William Beard of Dontypaison House Trelleck Grange under an Agreement dated the sixteenth day of January One thousand nine hundred and three and made 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 the said William Beard of the third part And as regards the premises hereby thirdly hereinbefore described subject to but with the benefit of the existing tenancy therein of Fred Constance being a yearly tenancy from the twenty fifth day of December One thousand nine hundred and two at a rent of seven pounds per annum the lessees paying to the Tenant in the event of such tenancy being determined any compensation to which he may be entitled either at law or under his Agreement in respect of any garden crop left on the land Saying unto the King's Majesty His Heirs and Successors the rents and royalties following that is to say For the stone first hereinbefore demised during the first three years of the said term the clear yearly rent of Ten pounds and during the remainder of the said term the clear yearly rent of Twenty five pounds such rents and the rents

and

and royalties hereinafter reserved to be paid to the  
 Crown Receiver of the said premises as to the said rents  
 by equal half yearly payments on the fifth day of  
 January and the fifth day of July in each year of the  
 said term and as to the said royalties by half yearly  
 payments on the days aforesaid free in every case 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 land first hereinbefore  
 described 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 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 (1) block or dressed  
 stone or other stone except waste or rubble and of (2) waste  
 or rubble stone gotten from the said Quarry and sold  
 used or otherwise disposed of a royalty thereon equal  
 to the percentage on the value of such class of stone  
 that would have been produced if the royalty thereon  
 paid by the lessees during the whole of the second  
 period.

period of seven years had been assessed as a percentage of  
 value of the stone of the class on which it was paid instead  
 of at the rate of eight pence per ton or two pence per ton as  
 the case might be the assessment of the royalties to be paid by  
 the lessees as aforesaid to be settled by the said Receiver whose  
 decision shall be final and binding on all parties such  
 royalties to be paid on the said fifth day of January  
 and the fifth day of July in every year for and in respect  
 of the stone sold used or disposed of during the preceding  
 half year. And also paying during the said term for  
 and in respect of the premises secondly hereinbefore described  
 the clear yearly rent of Five pounds And also paying  
 during the said term for and in respect of the premises  
 thirdly hereinbefore described the clear yearly rent of Seven  
 pounds And also paying during the said term for  
 and in respect of the premises fourthly hereinbefore described  
 the clear yearly rent of One shilling And also paying  
 during the said term for and in respect of the piece of  
 land or wharf fifthly hereinbefore described the clear  
 yearly rent of One pound six shillings And also  
 paying during the said term for and in respect of the  
 premises known as the Abbey Works sixthly described the  
 yearly rent of Five pounds And also paying for  
 and in respect of the license or permission seventhly  
 hereinbefore described the yearly rent of Ten pounds  
 during the first seven years of the said term Fifteen  
 pounds per annum during the next seven years of the  
 said term and Twenty pounds per annum during the  
 remainder of the said term And also yielding and  
 paying in the event of and immediately upon the  
 term being determined by reentry under the proviso  
 hereinafter ~~is~~ contained a proportionate part of the said  
 rents for the fraction of the current year and all royalty  
 accrued up to the date 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 here-  
 inbefore contained to yield a sum equal to the rent

payable

also

payable for such year Provided, that in the assessment of royalty to be paid after the first fourteen years of the said term as aforesaid the value of the stone shall be deemed to be the price for which the same shall have been bona fide sold after having been wrought dressed and made marketable 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 as the case may be to the place of delivery to a purchaser shall be allowed where such cost is included in the sale price And in the event of the stone being used or disposed of otherwise than by sale the value shall be deemed to be the general market price in the district at the date that the same was sold 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 Mineral Inspector for the time being for the District in which the said Quarry is situate whose decision shall be final and binding on all parties And the lessee hereby covenant jointly and separately with His 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 rents and royalties hereinbefore respectively reserved at the times and manner hereinbefore appointed for payment thereof respectively And that if default shall be made for the space of twenty one days in payment of the aforesaid rents and royalties respectively or any part thereof respectively then and so often as the case shall happen the lessor or his Agent may distress all



or any stone machinery engines implements utensils carts carriages horses or other live or dead stock upon or under the land heretofore described or upon any other land which may for the time being be in the occupation of the Lessees or any of them and all other the goods chattels and effects of the Lessees or any of them wheresoever the same may be found and sell and dispose of the same towards satisfaction and payment of the arrears of the said rents and royalty and of all costs and charges incident to or occasioned by such distress and sale.

2. To pay during the said term the land tax and all other taxes rates charges assessments impositions and outgoings whatsoever now or hereafter to be charged assessed or imposed upon or in respect of the said demised premises either under any existing or future Act of Parliament except the landlords Property Tax.
3. At all times during the said term to keep all the buildings for the time being on the lands hereby demised insured against loss or damage by fire in the joint names of the King's Majesty His Heirs and Successors and the Lessees in the County Fire Office Northampton in a sum equal to three fourth parts at the least of the actual value thereof respectively and to show whenever required so to do to His Majesty's said Receiver the Policy or Policies of Insurance and the receipt or receipts for the premium or premiums in respect thereof for the current year And if default shall be made in keeping the buildings or any of them so insured or in the production of the Policy or Policies or receipt or receipts as aforesaid the lessor may insure the said buildings or any of them in such name or names as he may think fit in the amount heretofore mentioned or in any less amount and all monies paid for such purpose shall be recoverable on demand as liquidated damages And all monies payable under any insurance shall immediately after the receipt thereof be applied in rebuilding and reinstating the building or buildings in

respect

respect of which the same shall be paid to the satisfaction of the lessor according to such plan as the lessor may approve of. And in case the monies so received shall not be sufficient for that purpose the lessees will make good the amount of every such deficiency.

4. On the determination of the said tenancy of Fred Constance of the premises thirdly hereinbefore described to pay to him all compensation that he may be entitled to at law or under his said Agreement of tenancy for and in respect of any garden crop that may be left upon the said premises.
5. For which to put and thereafter to keep the four cottages on the premises secondly hereinbefore described into good and substantial repair to the satisfaction of the lessor Provided that if the lessees desire so to do they shall be at liberty to convert the existing four cottages into two cottages such conversion to be carried out to the satisfaction in all things of the lessor.
6. Before commencing the deposit of any material upon the land fourthly hereinbefore described at their own expense and in accordance with the directions and to the satisfaction of the lessor in all things to construct a proper and substantial culvert or culverts over one or both of the streams running through such land as the lessor may require and after <sup>the</sup> construction of such culvert or culverts to carry on the deposit of rubbish or materials upon the said lands in accordance with the direction from time to time of the said Crown Receiver or of a Crown Officer appointed by the lessor for that purpose and so that it shall at all times be below the present head or dam of the pond on such land and shall not encroach upon or injure such pond.
7. In the event of the lessees working the stone demised by the side of the road bounding the

premises

- premises first hereinbefore described on the south and east sides thereof they shall commence such workings only in such position as may be indicated by the said Crown Receiver
8. To search for and dig forthwith stone in proper and likely places within under and upon the said land first hereinbefore described and with at the least four good and able bodied quarrymen and workmen continuously employed fairly and efficiently to work and carry on all the quarries and works for the time being opened or to be opened upon the said land according to the best improved system of working in Warrmouthshire and to the satisfaction of the lessor.
  9. To remove and carry away at all times during the said term from and out of the quarries and works on the land first hereinbefore described (hereinafter referred to as the said Quarries) all the rubbish and deads which shall from time to time be produced in working the same and deposit the said rubbish and deads in such place or places on the land fourthly hereinbefore described and in manner hereinbefore provided.
  10. To construct and erect at their own expense such engines or other machinery and works for working the said Quarries in manner aforesaid as shall be certified by such experienced person as shall be from time to time in that behalf appointed by the lessor to be necessary for that purpose and with all convenient speed after getting the said stone to cause so much of the same as is not waste or rubble to be dressed or otherwise made marketable.
  11. To keep legible books of account with correct entries of the quantity of the stone gotten and of the 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 such books of account to His Majesty's Agent for the time being and permit him to take extracts therefrom or copies thereof the lessor giving any explanation that may be required in relation thereto.

12. To deliver to the lessor or to His Majesty's said Receiver or Agent within ten days after the fifth day of January and the fifth day of July in each year and at such other 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 and (if required) of the quality 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 also of the quantity which during the like period shall have been 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 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 half year or such other times as aforesaid been gotten and raised sold used or otherwise disposed of every such account being if required first verified by a Statutory Declaration by the lessees or their chief or only Agent for the term being and within the same periods and at such other times as aforesaid to deliver if required to the lessor or to His Majesty's Receiver or Agent a correct plan and measurement signed by the lessees or their chief or only Agent for the lands under or from which the said stone shall have been gotten as aforesaid and of the workings and cuttings of and in the said quarries distinctly showing the course and extent thereof and also to keep a like plan and measurement at the quarries or works or at the office belonging thereto and permit the lessor and his Agent at all times to inspect the same.

13. To keep and uphold at all times during the said term and to leave at the expiration or sooner determination thereof the said quarries and  
works

works or such of them as for the time being can be worked to benefit and all boundary posts and stores pits soughs shafts levels drains ways paths fences fencing to pits soughs openings and other works cottages warehouses buildings machinery and other matters and things thereto belonging in proper order condition and repair but nevertheless the lessees may (unless the said term shall be determined by reentry) remove within six calendar months after the end or sooner determination of the said term but not afterwards all the stone then gotten but not sold used or disposed of and also all engines tools machinery or working gear belonging to them the lessees in or about the said quarries works and premises (but not the stone or brick work roof or timbers belonging thereto or erected or used for the protection thereof) first giving to the lessor the option of purchasing the same or any part thereof at a fair valuation to be made 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 such two persons before they proceed upon their valuation and all such last mentioned stone shall be subject to a royalty on the value thereof at the rates aforesaid.

14. That the lessor and his Agent may at all reasonable times with or without workmen or assistants enter into and inspect the said quarries and works and the state and condition thereof and that the lessees will render every reasonable assistance to the lessor his Agents and workmen or assistants in the examination aforesaid when required.

15. Not to commit any unnecessary damage spoil or waste in or upon the land first hereinbefore described in the exercise of the powers hereby granted and during the said term to keep all pits soughs openings and other works in or upon the said land that can be worked to advantage fenced round in a proper and substantial manner to the satisfaction of the lessor and to fence round or fill up level and cover in in a proper and substantial manner to the

like

like satisfaction all such pits sought and other works as may have been wrought out or can no longer be worked to advantage and to make reasonable and fair compensation to every person lawfully entitled thereto on account of any injury or damage sustained by him by reason or in consequence of the said works or of the exercise of the powers hereby granted and indemnify the King's Majesty His Heirs and Successors from all actions claims and demands on account of any such injury or damage and in the event of any injury or damage being caused by the Lessees in exercise of the powers hereby granted to all or any of the cottages on the land secondly and thirdly heretofore demised to forthwith pay on demand to His Majesty compensation for such damage the amount of such compensation if not agreed upon to be settled by arbitration under the Arbitration Act 1889.

- 16. To provide and keep in good repair order and condition all the necessary works pipes and apparatus utilised by the Lessees for the supply of water to their works on the premises sixthly heretofore described and not to permit any waste of such water or to do anything in the exercise of the license and permission hereby granted that may injure any ponds streams or water-courses in any manner whatsoever and especially not to injure or interfere with any fish or fishing therein.
- 17. To observe and conform to all the rules regulations and requirements of the Lessor or of any officer or Agent appointed by him for that purpose in reference to drawing water from the said ponds or any of them.
- 18. To provide and maintain in good working order and condition sufficient plant and machinery to obtain and work the stone hereby demised so as to meet the general demands of the trade for such stone and for getting and preparing any of such stone that may be required by the Crown.

19. And generally in addition to the covenants heretofore

heretofore contained to keep and at the end of the term hereby granted to leave in good and substantial repair order and condition all the lands hereditaments and premises hereby demised including all buildings (with the fixtures therein) walls gates stiles mounds banks bridges roads ponds drains outfalls culverts watercourses sluices sewers hedges ditches and fences and other matters and things now being or that may hereafter be on the demised premises and as to such of the said buildings and fences as have been or are usually painted or tarred properly painted and tarred Provided that the lessor or his Agents may at all times enter upon the said premises and examine the same and take any plan thereof and if any want of repair painting or tarring shall be found or any ditches sluices sewers or drains shall be found not properly cleared out and the lessees shall not within three calendar months next after a notice in writing of any such matters shall have been given to or left on the said premises for them to paint tar repair and amend the same according to the covenants herein contained the lessor may (but without prejudice to any other remedy of His Majesty His Heirs or Successors) cause the same or any of them to be done and the lessees shall on demand repay to the lessor all expense incurred in respect thereof

20. 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 and to procure at their own expense 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 or 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 Books thereof respectively may be entered and to pay the usual fees for

such

such entry.  
 21. Provided always that in the event of the lessees requiring a further or extended lease of stone in the lands of the lessor adjoining the premises first hereinbefore described or in the neighbourhood thereof and of the lessor being satisfied that the lessees will bona fide work and dispose of such additional stone the lessor will make such an extension of the area within which stone may be worked under the terms of these presents and upon such terms as to rent as may be mutually agreed upon.

22. Provided always that each of the said rents and royalties hereinbefore reserved in respect of the several parcels hereinbefore described shall be charged upon the whole of the hereditaments and premises demised by these presents and may be recovered by entry and distress upon the whole or any part of the hereditaments and premises hereby demised.

23. Provided always that the lessees will during the said term permit and they hereby grant to the lessor and all others authorized by him at all times to enter upon the lands or Wharf fifthly hereinbefore described and to have the full and free use of such land or Wharf for the purpose of berthing loading and unloading vessels with any substances or materials whatsoever together with power for that purpose to use any crane or machinery belonging to the lessees and erected on the said land or Wharf and also power to store any such substances and materials on such land or Wharf for such time as the lessor or others authorized <sup>by him as aforesaid</sup> may require so nevertheless that in the event of the lessor or others authorized by him as aforesaid storing any such substances or materials on the said land or wharf or using any such crane or machinery belonging to the lessees they shall pay to the lessees a fair and reasonable charge or compensation for the use of the said land or Wharf for such storage purposes or for the user of the said crane or machinery as the case may be and in the event of any dispute as to the amount charged



by the lessees for such user such dispute shall be referred to the said Crown Receiver and settled by him and his decision shall be final and binding on all parties

24. Provided always that nothing herein contained shall preclude the lessor from granting the use of the tramways roads streams and watercourses made or to be made on the said land first hereinbefore described and power to make tramways roads and watercourses thereon to any person or persons he may think fit or from granting to any other person any rights of wayleave or waterleave through or over any of the said quarries paying or reserving therefor to the lessees such reasonable compensation (if any) as may be agreed on or in case of difference may be determined by arbitration under the Arbitration Act 1889

25. Provided also that if any rent or royalty hereby reserved shall be in arrear for twenty days or if there shall be a breach of any of the covenants hereinbefore contained or if any company formed for working the stone hereby demised shall be wound up or if the lessees shall either voluntarily or involuntarily do or suffer any act or thing whereby or in consequence whereof their interest in the premises hereby demised or any part thereof 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 the lessor may reenter upon and retain possession of the demised premises together with all engines tools machinery and other working gear stone and other matters ~~and~~ then being on such premises in all respects as if these presents had not been made And in case of any such reentry there shall be payable by the lessees to the King's Majesty His Heirs and Successors in addition to any rent or royalty then due a proportionate part of the accruing rent and royalty for the then current half year up to the day on which such reentry shall have been made

26. 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 Lessees shall devolve <sup>under these presents</sup> 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.

27. And the said Edward Stafford Howard doth hereby direct that this Deed shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Inrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Inrolments In witness whereof the said parties to these presents of the second and third parts have hereunto set their hands and seals the day and year first above written.

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

Chas. E. Howlett,  
Office of Woods  
1 Whitehall Place,  
London,  
W. No.

E. Stafford Howard L.D

Signed sealed and delivered by the above named James Edward Turner in the presence of

William Henry Clarke,  
20 Gwynne Street,  
Cardiff.  
Clarke.

Jas. E. Turner. L.D

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

William Henry Clarke,  
20 Gwynne Street,  
Cardiff.  
Clarke

W. H. Turner. L.D

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

Assistant to the Keeper of the Records.

April 1904.

Office of Woods,  
4 March, 1904.

F. 726.  
Sir,

No 161 m 92

9/2 answered to 9.9.  
Mottam 1913

New Forest.  
File 4173<sup>210</sup> Track at Bartley

The Deputy Surveyor of the New Forest has reported to this office your application for permission to repair a track for vehicles leading to your cottage at Bartley.

In reply I am directed by Mr. Stafford Howard to state that he is willing to give you permission to repair and during the pleasure of this Department to maintain the track shown by red colour on the enclosed tracing upon payment to the Deputy Surveyor of an annual acknowledgment of 5/- to be paid in advance on the 5<sup>th</sup> April in each future year during the continuance of this permission the first payment in respect of the year to 5<sup>th</sup> April 1905 to be made on the acceptance of this offer.

If this offer is accepted I am to request that you will pay the sum of 5/- to the Hon. G.W. Lascelles, The Kings House, Lyndhurst and return to this office the enclosed letter signed and dated.

I am etc.  
(S<sup>d</sup>) Chas. E. Howlett.

Mr. J. Cross  
F. 726.

Romsey,  
7<sup>th</sup> March, 1904.

Sir,

New Forest.  
File 4173<sup>2</sup>

I beg to accept the offer contained in your letter of the 4<sup>th</sup> of March of permission during the pleasure of your Department to repair the entrance shown on the tracing that accompanied your letter and I agree to pay the acknowledgment therein specified.

I am etc.  
(S<sup>d</sup>) Joseph Cross.

E. Stafford Howard, Esq, C.B.  
x.d.g

Office of Woods,  
4 March, 1904.

F. 726.

No 161 in 92.

92. 1913  
Mottam

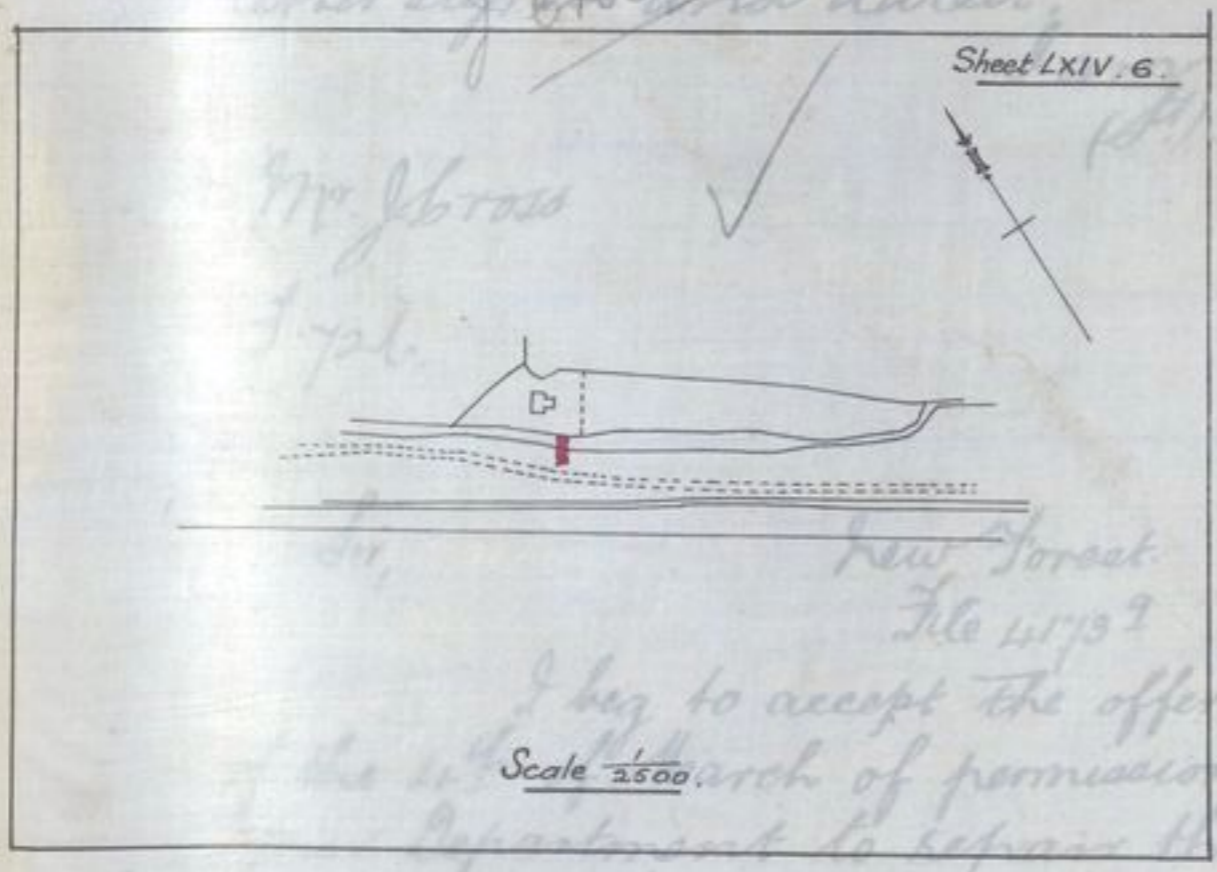
Sir,

New Forest.  
File 4173<sup>10</sup> Track at Bartley

The Deputy Surveyor of the New Forest has reported to this office your application for permission to repair a track for vehicles leading to your cottage at Bartley.

In reply I am directed by Mr. Stafford Howard to state that he is willing to give you permission to repair and during the pleasure of this Department to maintain the track shown by red colour on the enclosed tracing upon payment to the Deputy Surveyor of an annual acknowledgment of 5/- to be paid in advance on the 5<sup>th</sup> April in each future year during the continuance of this permission the first payment in respect of the year to 5<sup>th</sup> April 1905 to be made on the acceptance of this offer.

If this offer is accepted I am to request that you will pay the sum of 5/- to the Hon. G. W. Pascelles, The Kings House, Bournemouth and return to this Office the enclosed letter signed and dated.



Wm. J. Cross  
Supt.  
New Forest.  
File 4173<sup>10</sup>

Romsey,  
7<sup>th</sup> March, 1904.

I beg to accept the offer contained in your letter of the 11<sup>th</sup> March of permission during the pleasure of this Department to repair the entrance shown on the tracing that accompanied your letter and I agree to pay the acknowledgment therein specified.

I am etc.  
Wm. J. Cross.

C. Stafford Howard, Esq. C.B.

x.d.g.

Dated  
 16<sup>th</sup> March 1904  
 Counties of  
 Monmouth  
 and Gloucester.  
 E. Stafford  
 Howard Esq. CB.  
 a Commissioner  
 of His Majesty's  
 Woods &c.  
 to  
 Capt. A.G.W.  
 Skirrow.

Lease  
 of a Fishery  
 in the River  
 Wye.

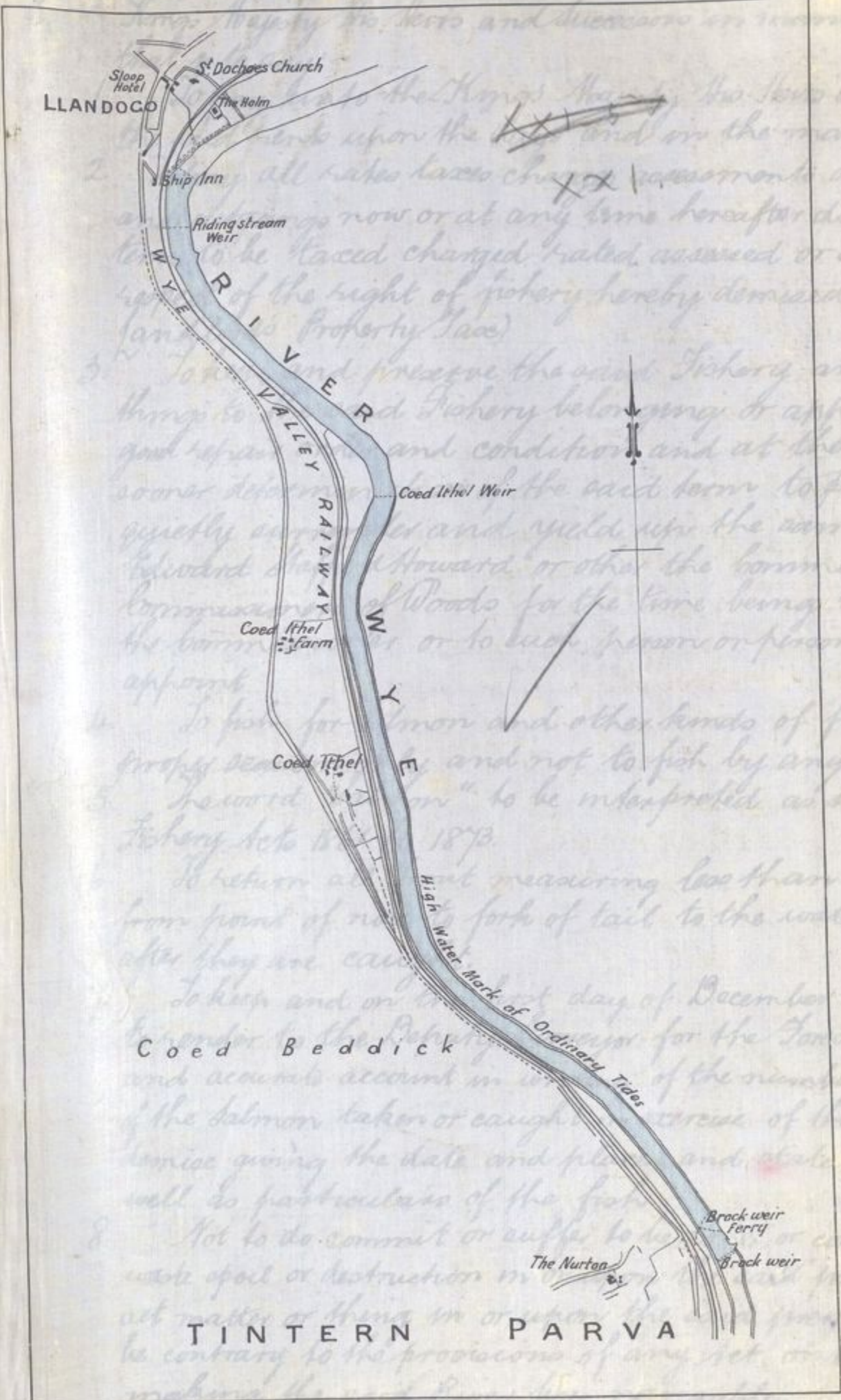
Commences  
 2 Feb. 1904  
 Term of year. 6  
 Expires 2 Feb. 1910

Rent:  
 First Year £10.  
 Residue  
 of Term } £35.

Wye brook

This Indenture made the sixteenth day of March One thousand nine hundred and four Between The Kings Most Excellent Majesty of the first part Edward Stafford Howard Esquire CB. a Commissioner of Woods on behalf of His Majesty of the second part and Arthur George Walker Skirrow of Brockweir House Chepstow in the County of Monmouth a Captain in His Majesty's Army (hereinafter called "the lessee") of the third part Witnesseth that in consideration of the rent and covenants hereinafter reserved and contained and on the part of the lessee to be paid and performed The said Edward Stafford Howard as such Commissioner in exercise of the powers of the Crown Lands Act 1829 to 1894 and with the authority of the Lords Commissioners of His Majesty's Treasury signified by their Warrant dated the third day of March One thousand nine hundred and four Doth for and on behalf of His Majesty demise and lease unto the lessee All that the exclusive right and privilege of fishing for Salmon and other fish with rod and line in so much of the River Wye as lies between the Crown boundary near the Ship of Landogo and the upper end of the Weir at Brockweir more particularly shown on the plan drawn in the margin hereof and thereon coloured blue To hold the said right and privilege unto the lessee from the second day of February One thousand nine hundred and four for the term of Six years subject nevertheless as hereinafter mentioned Paying therefor during the first year of the said term unto the King's Majesty His Heirs and Successors the rent of Ten pounds and during the residue of the said term the clear yearly rent of Thirty five pounds such rents to be paid by equal half yearly payments on the second day of August and the second day of February in every year for from all present and future taxes charges assessments and other impositions whatsoever (except Landlord's Property tax) And the lessee hereby covenants with the

Kings



following

and Successors

upon the ~~the~~ and in the manner aforesaid.

all rates taxes charges assessments and impositions

now or at any time hereafter during the said

be taxed charged rated assessed or imposed in

of the right of fishery hereby demanded (except the

property) save

preserve the said Fishery and all other

Fishery belonging to or pertaining in

and condition and at the end or other

the said term to peaceably and

and yield up the same to the said

Howard or other the commissioners or

of Woods for the time being hereafter called

or to such persons as he shall

appoint

for salmon and other kinds of fish in their

and not to fish by any illegal methods.

to be interpreted as in the salmon

1873.

measuring less than seven inches

to the water immediately

of December in each year

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King's Majesty His Heirs and Successors in manner following that is to say:-

1. To pay unto the Kings Majesty His Heirs and Successors the said rents upon the days and in the manner aforesaid.
2. To pay all rates taxes charges assessments and impositions and outgoings now or at any time hereafter during the said term to be taxed charged rated assessed or imposed in respect of the right of fishery hereby demised (except the Landlord's Property Tax)
3. To keep and preserve the said Fishery and all other things to the said Fishery belonging or appertaining in good repair order and condition and at the end or other sooner determination of the said term to peaceably and quietly surrender and yield up the same to the said Edward Stafford Howard or other the commissioners or Commissioners of Woods for the time being hereinafter called the commissioners or to such person or persons as he shall appoint.
4. To fish for salmon and other kinds of fish in their proper seasons only and not to fish by any illegal methods.
5. The word "salmon" to be interpreted as in the salmon Fishery Acts 1861 to 1873.
6. To return all Trout measuring less than seven inches from point of nose to fork of tail to the water immediately after they are caught.
7. To keep and on the first day of December in each year to render to the Deputy Surveyor for the Forest of Dean a true and accurate account in writing of the number and weight of the salmon taken or caught in exercise of the powers of this demise giving the date and places and state of the water as well as particulars of the fish.
8. Not to do commit or suffer to be done or committed any waste spoil or destruction in or upon the said premises nor do any act matter or thing in or upon the said premises which may be contrary to the provisions of any Act or Acts passed for making the said River Wye navigable.
9. Not to assign or underlet the rights hereby demised or any part thereof without the license and consent in writing of

the

the Commissioners for that purpose first had and obtained.

10. To cause all assignments which shall with such license as aforesaid be made of those presents or of the premises hereby demised or any part thereof and all Probates of Wills letters of Administration Orders of Court and other instruments affecting the devolution of this lease or the term hereby granted within six 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.

11. At all times during the said term to take proper measures to protect the said Fishery and warn off all persons who during the said term shall fish or otherwise poach or trespass on the said Fishery and pay all expenses of and relating to the prosecution of trespassers on the said Fishery.

12. Provided always and these presents are upon this condition that if the said rents or any part of the same shall be unpaid for the space of forty days next after either of the said days hereinbefore appointed for the payment thereof or in case the lessee shall not observe and perform the several covenants and conditions herein contained the Commissioner of Woods may by notice in writing under his hand determine the said term and thereupon these presents and the rights and privileges hereby granted shall absolutely cease and become void but without prejudice to any right of action or remedy which shall have accrued in respect of any breach of any of the covenants and provisions herein contained.

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

such



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

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

Signed sealed and delivered  
by the above named Arthur  
George Walker Skirrow in the  
presence of  
William Chapel  
The Grove  
Stroud  
Glos. } A.G.W. Skirrow (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.H. Everard.  
Assist: to the Keeper of the Records.

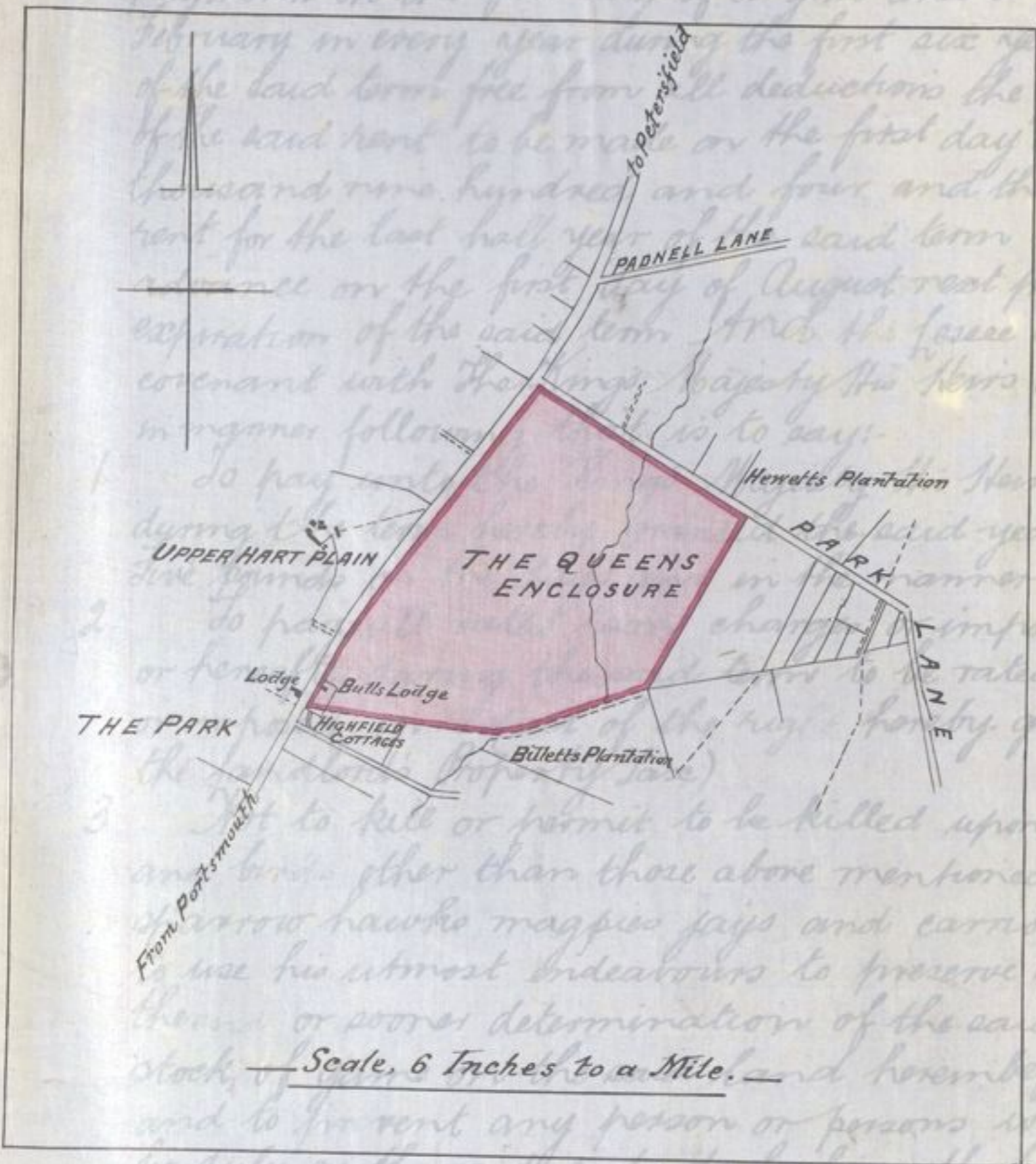
9<sup>th</sup> April 1904.

Sched 05-04

Dated 17<sup>th</sup> March, 1904. This Indenture made the seventeenth day of March  
County of Southampton. Between The  
Bere Woods. Edward Stafford Howard Esquire Esq. B. the  
E. Stafford Howard Esq. C.B. a Commissioner of His Majesty's Woods Forests and Land  
Commissioner of His Majesty's Woods Forests and Land Revenues in charge of the hereditaments intended to be  
Woods to hereby demised of the second part and Keith Welsh  
to of St Peter's St Peter's Park Southsea in the County of  
Keith Welsh Esq. Southampton Esquire hereinafter called "the Lessee"  
Stafford Howard as such Commissioner and including in that term his heirs executors  
as aforesaid administrators and licensed assignees) of the third  
in exercise of the powers of the Acts 10<sup>th</sup> George the part Witnesseth that in consideration of the rent  
Fourth Chapter 50 and 14<sup>th</sup> and 15<sup>th</sup> Victoria Chapter hereinafter reserved and of the covenants and  
42 and of all other powers and authorities enabling agreements hereinafter contained by the said Edward  
of the right of him in that behalf and with the consent of the Lords Stafford Howard as such Commissioner as aforesaid  
shooting over Commissioners of His Majesty's Treasury signified  
Bulls Lodge Wood by their General Warrant Dated on behalf of His  
otherwise Queens Majesty's Grant unto the Lessee All that the exclusive  
Enclosure. right of shooting and sporting over and taking all  
From 1<sup>st</sup> February 1904. manner of Game Woodcocks Snipes Quails Sandrails  
Enclosure of Woodland called Bulls Lodge Wood ground game and Rabbits upon and over All that  
Term of Years 7. otherwise Queens Enclosure situate within the limits  
Expires 1<sup>st</sup> Feb. 1911. of the late Forest of Bere in the County of Southampton  
Rent 5 p. a. containing Eighty five acres and thirty nine perches  
or thereabouts more particularly delineated in the  
plan drawn in the margin hereof and thereon  
coloured red subject nevertheless to the same right  
for the occupiers for the time being of such lands to  
kill and take the ground game upon the premises  
in their respective occupations as is conferred upon  
every occupier of land by the Ground Game Act  
1880. To hold the said right of shooting unto the  
Lessee for the term of seven years from the first day

of

of February One thousand nine hundred and four. Crying  
therefor unto the King's Majesty His Heirs and Successors the  
clear yearly rent of Five pounds by equal half yearly  
payments on the first day of August and the first day of



February in every year during the first six years. and a half  
of the said term free from all deductions the first payment  
of the said rent to be made on the first day of August one  
thousand nine hundred and four and the payment of  
rent for the last half year of the said term to be made in  
advance on the first day of August next preceding the  
expiration of the said term. And the lease doth hereby  
covenant with the King's Majesty His Heirs and Successors  
in manner following to say:

1. To pay unto His Majesty His Heirs and Successors  
during the said term the said yearly rent of  
Five pounds in the manner aforesaid.

2. To pay unto His Majesty His Heirs and Successors  
or their assigns all such charges and impositions now  
or hereafter made or to be made by the said Majesty His Heirs  
or Successors upon the said lands or any part thereof (except  
the duties upon the said lands)

3. Not to kill or permit to be killed upon the said lands  
any birds other than those above mentioned except  
sparrows hawks magpies jays and carrion crows and  
to use his utmost endeavours to preserve and leave at  
the end or sooner determination of the said term a good  
stock of game as he shall think fit and herebefore described  
and to prevent any person or persons who may not  
be duly authorized so to do by him the lease from  
taking and killing game upon the said land or any  
part thereof.

4. From time to time and at least once in every year  
to report his proceedings under the appointment  
heremafter contained pursuant to the direction in that  
behalf given.

5. During the said term to kill and destroy and  
effectually keep down the Rabbits in and upon the said  
land so as to prevent the number of such rabbits  
increasing and injuring the crops trees shrubs and  
trees

trees

of February One thousand nine hundred and four Crying  
 therefor unto the Kings Majesty His Heirs and Successors the  
 clear yearly rent of Five pounds by equal half yearly  
 payments on the first day of August and the first day of  
 February in every year during the first six years and a half  
 of the said term free from all deductions the first payment  
 of the said rent to be made on the first day of August one  
 thousand nine hundred and four and the payment of  
 rent for the last half year of the said term to be made in  
 advance on the first day of August next preceeding the  
 expiration of the said term And the lessee doth hereby  
 covenant with The Kings Majesty His Heirs and Successors  
 in manner following that is to say:-

1. To pay unto the Kings Majesty His Heirs and Successors  
 during the term hereby granted the said yearly rent of  
 Five pounds on the days and in the manner aforesaid.
2. To pay all rates taxes charges or impositions now  
 or hereafter during the said term to be rated taxed charged  
 or imposed in respect of the right hereby granted (except  
 the landlords Property Tax)
3. Not to kill or permit to be killed upon the said lands  
 any birds other than those above mentioned except  
 sparrow hawks magpies jays and carrion crows and  
 to use his utmost endeavours to preserve and leave at  
 the end or sooner determination of the said term a good  
 stock of game on the said land heremibefore described  
 and to prevent any person or persons who may not  
 be duly authorized so to do by him the lessee from  
 taking and killing game upon the said land or any  
 part thereof.
4. From time to time and at least once in every year  
 to report his proceedings under the appointment  
 heremafter contained pursuant to the direction in that  
 behalf given.
5. During the said term to kill and destroy and  
 effectually keep down the Rabbits in and upon the said  
 land so as to prevent the number of such rabbits  
 increasing and injuring the crops trees shrubs and

free

fences thereon or on any adjoining land belonging to His Majesty and that in case the Lessee shall neglect or omit to ~~keep down~~ kill and keep down the Rabbits upon the said land it shall be lawful for the said Edward Stafford Howard or other the Commissioners or Commissioners for the time being of His Majesty's Woods Forests and Land Revenues having the management and direction of the premises (who are hereinafter referred to as "the Commissioners") after giving to the Lessee or leaving for him at his usual or last known place of abode in England fourteen days notice in writing for that purpose to appoint any person or persons to take such steps as he shall think fit for killing or reducing the said rabbits to such number as shall in the opinion of the Commissioners be requisite or expedient and that the Lessee will pay to His Majesty His Heirs or Successors or to the Commissioners on demand all the costs charges and expenses to be incurred thereby and also the amount of all damage occasioned by such neglect or omission the amount of such damage to be settled in case of difference by the Deputy Surveyor of His Majesty's New Forest.

6. Not at any time during the said term to commit or suffer any damage or injury to be done to the said land or the trees or fences thereon and in case of any such damage or injury being done to make full compensation and recompence to His Majesty His Heirs and Successors or to the tenants or occupiers of the said premises as the case may be for all such damage or injury as aforesaid the amount thereof in case of difference to be settled by the said Deputy Surveyor.

7. Not to assign underlet or otherwise part with to any person or persons whomsoever the right or license hereinbefore granted or any part thereof without the consent and approbation in writing of the Commissioner first obtained.

8. At his own costs to cause or procure every Assignment which shall with such consent as aforesaid be made

of these presents or of the license hereby granted and all Orders of Court Probates of Wills Letters of Administration and other instruments affecting the devolution of these presents 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 Books thereof may be entered and to pay the usual fees therefor.

And said ~~that~~ this Indenture further witnesseth that the said Edward Stafford Howard in exercise of the powers hereinbefore referred to Doth hereby nominate depute and appoint the lessee to be His Majesty's Gamekeeper from the said first day of February One thousand nine hundred and four during the continuance of this demise if he shall so long live and these presents and the rights hereby granted remain vested in him for ever and upon the said land hereinbefore described with full power license and authority to shoot kill and take any beasts or birds of chase or warren within the same land and also to take seize and destroy all unlawful dogs nets guns and engines used for the taking or destroying of such <sup>beasts</sup> birds of chase or warren within the said land and the said Edward Stafford Howard doth hereby direct the lessee to report to the Commissioner once at least in every year the proceedings of him the lessee as such Gamekeeper and Officers of His Majesty as aforesaid and the number and description of the game killed by him with the dates on which they were killed and the number of persons shooting on each day.

Provided always and it is hereby agreed and declared that if the said yearly rent hereby reserved shall be unpaid for the space of Thirty days next after any of the days hereinbefore appointed for payment thereof or if the lessee shall not observe and perform the covenants hereinbefore contained or any of them it shall be lawful for His Majesty His Heirs and Successors or for the Commissioner on behalf of His Majesty His Heirs and Successors to determine and put an end to the right hereby granted by giving to the lessee or leaving for him at his usual or last known place

of

of residence in England notice in writing of his intention to do and immediately after the delivery or service of such notice the grant and appointment hereinbefore contained shall cease and be void but without prejudice to the rights and remedies of His Majesty in respect of any rent then due and any breach of covenant previously committed.

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

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

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

Signed sealed and delivered by the above named Keith Welsh in the presence of  
J. W. Boughton,  
Asherfields  
Bosham, Hants

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.

(sd) G. H. E. Overend,  
12<sup>th</sup> April 04. Assist. to the Keeper of the Records.

Dated  
19<sup>th</sup> Mar  
1904  
Forest  
Dean  
E. Staff  
Howard  
C.B. a bon  
of His Maj  
Woods  
to  
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Davis  
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