

Dated  
28<sup>th</sup> July 1904.

New Forest.

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

and  
The London  
and South  
Western Railway  
Company and  
the Hampshire  
Public House  
Trust Company  
Limited.

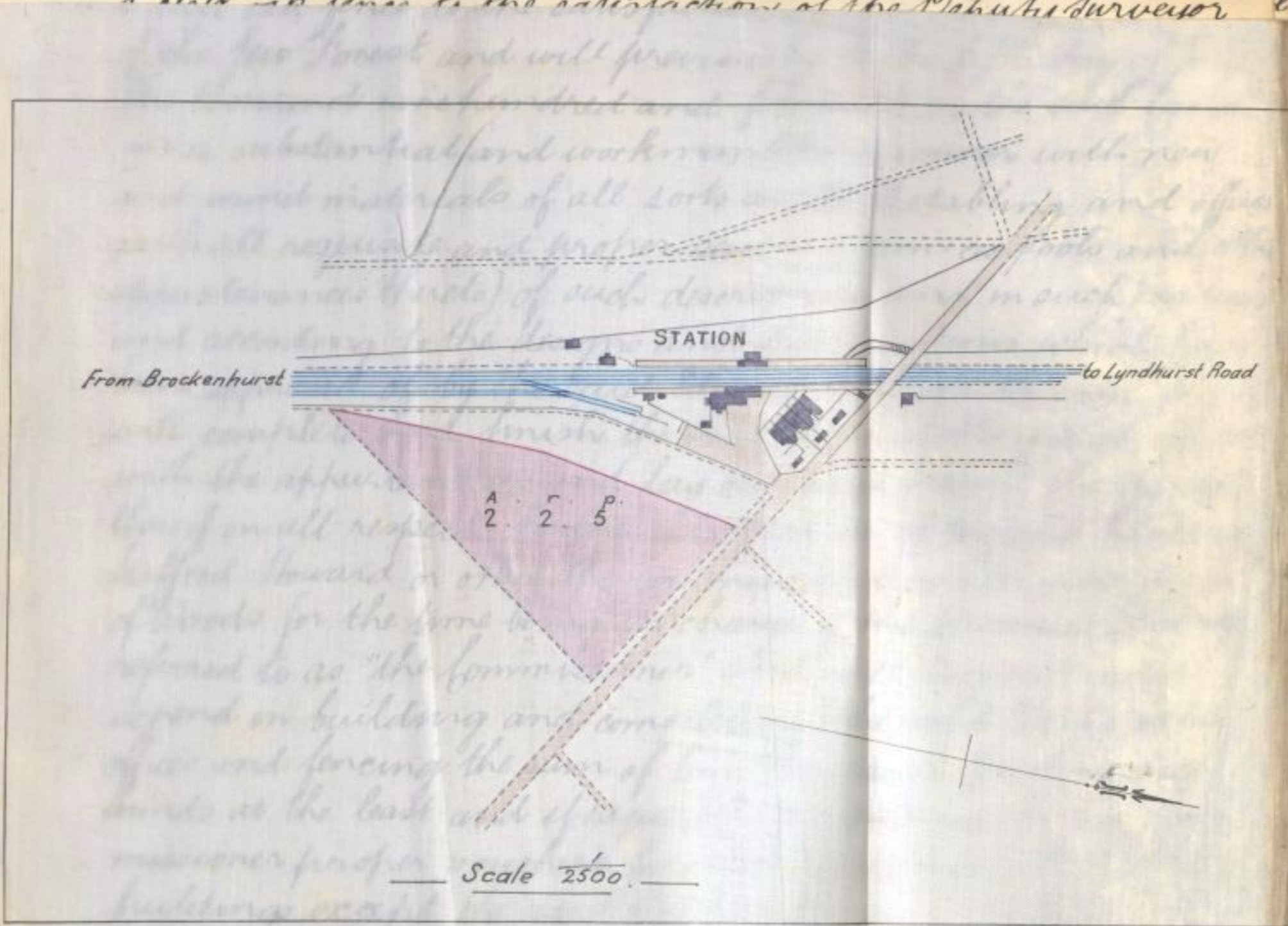
Agreement  
for the erection  
of an Hotel  
stabling and  
offices upon  
land near the  
Beaulieu Road  
Station and  
for the grant  
of a lease  
thereof.

An Agreement made the twenty eighth day of July One thousand nine hundred and four Between The Kings Most Excellent Majesty of the first part Edward Stafford Howard Esquire C.B. the Commissioner of Woods in charge of the New Forest in the county of Southampton on behalf of His Majesty of the second part The London and South Western Railway Company (hereinafter called "the Railway Company") of the third part and The Hampshire Public House Trust Company Limited (hereinafter called "the Trust Company") of the fourth part

Whereas the said Companies have proposed to erect on Hotel stabling and offices on the piece or parcel of land (hereinafter called "the said land") containing two acres two roods and five perches or thereabouts being open land of the New Forest belonging to His Majesty situate in the Township of Dehmishodge in the Rural District of the New Forest and part of the land referred to in Section 21 of the South Western Railway Act 1902 and being delineated and coloured red on the plan drawn in the margin hereof and have agreed to enter into the covenants hereinafter contained which proposal has been assented to by the said Edward Stafford Howard as such Commissioner as aforesaid.

Now these presents witness And the said Edward Stafford Howard as such Commissioner as aforesaid in exercise of the powers of the said Act and of all other powers in anywise enabling him so to do and with the authority of the Lords Commissioners of His Majesty's Treasury signified by their Warrant dated the sixth day of August One thousand nine hundred and four Doth hereby on behalf of His Majesty covenant with the said Companies and each of them and the said Companies hereby respectively covenant with His Majesty His Heirs and Successors in manner following that is to say

1. The said companies may forthwith enter upon the said land for the purpose of carrying out the several works herein after agreed to be done by them but for no other purpose whatsoever.
2. The said companies or one of them will within six calendar months from the date of this Agreement and before commencing any other works fence in the said land on all sides thereof with a well-kept fence to the satisfaction of the District Surveyor



being at any time given all additional buildings to which such consent shall be given shall be erected and built in accordance with this Agreement as if the same had been hereby agreed to be erected in addition to the buildings hereby actually agreed to be erected.

3. If in the course of building and completing the said Hotel and buildings or any of them or the sewers and drains and other appurtenances thereto or of executing any of the other works hereby agreed to be executed the

said

1. The said companies may forthwith enter upon the said land for the purpose of carrying out the several works herein after agreed to be done by them but for no other purpose whatsoever.
2. The said companies or one of them will within six calendar months from the date of this Agreement and before commencing any other works fence in the said land on all sides thereof with a cleft oak fence to the satisfaction of the Deputy Surveyor of the New Forest and will previously to the fifth day of July One thousand nine hundred and five erect on the said land in a substantial and workmanlike manner with new and sound materials of all sorts an Hotel stabling and offices (with all requisite and proper sewers drains cesspools and other appurtenances thereto) of such description and in such positions and according to the designs and specifications which have been approved of by the said Edward Stafford Howard and will complete and finish the said House stabling and offices with the appurtenances and lay out and plant the garden thereof in all respects to the satisfaction of the said Edward Stafford Howard or other the Commissioner or Commissioners of Woods for the time being in charge of the premises hereinafter referred to as "the Commissioner" and will lay out and expend in building and completing the said Hotel stabling offices and fencing the sum of One thousand five hundred pounds at the least and if required will produce to the Commissioner proper vouchers for such expenditure but no buildings except the said Hotel stabling and offices shall be erected on the said land without the consent in writing of the Commissioner and in the event of such consent being at any time given all additional buildings to which such consent shall be given shall be erected and built in accordance with this Agreement as if the same had been hereby agreed to be erected in addition to the buildings hereby actually agreed to be erected.
3. If in the course of building and completing the said Hotel and buildings or any of them or the sewers and drains and other appurtenances thereto or of executing any of the other works hereby agreed to be executed the

said

said companies shall make use of any materials or execute any workmanship which in the judgment of the Commissioner or his Architect or Surveyor shall be unsound or unfit for the purpose intended or imperfect or if any deviation shall be made in the buildings from the designs or specifications approved of as aforesaid for the same the said companies will immediately upon notice signed by the Commissioner or his Architect or Surveyor requiring them so to do remove all such materials as shall be considered unsound or unfit and substitute such sound and fit materials as shall be approved of by the Commissioner or his Architect or Surveyor and correct or properly execute such imperfect workmanship and correct such deviation as aforesaid and if the said companies or one of them shall neglect to substitute such sound and fit materials in the room of such as may be unsound or unfit or to correct such imperfect workmanship or such deviation as aforesaid from the said approved designs or specifications for the space of seven days after notice then it shall be lawful for the officers and workmen acting under the authority and direction of the Commissioner to remove such unsound and unfit materials and to substitute such as shall be sound and fit in the stead thereof and also to correct and properly execute such imperfect workmanship and to correct every such deviation from the said approved designs and specifications and all such monies and expenses as may be laid out and incurred by the Commissioner or by his order in relation to such matters shall be paid to the Commissioner by the said companies or one of them on demand.

4. The said companies will not unless with the consent in writing of the Commissioner make any assignment or sublease of this Agreement nor underlet or part with the possession of the said land or any part thereof for any purpose before the Hotel and buildings shall have been erected and a Lease thereof granted

and

and will not use any part of the said land or the hoards scaffold or erections for the time being thereon for the display of advertisements bills or placards of any description nor will bring or permit to be brought on the said land any dirt dust refuse rubbish soil clay or waste whatsoever nor burn or manufacture thereon any ballast bricks tiles or other articles nor without the consent in writing of the Architect or Surveyor of the Commissioner cut or injure the Trees (if any) thereon nor remove from the said land for sale or otherwise any turf or mould whatsoever and will not make any excavations upon any part of the said land nor remove any sand gravel clay brick earth or other subsoil therefrom except for the purpose of forming the foundations of the said Hotel and buildings or of sinking wells or turning or making arch vaults sewers drains or cesspools. And will not do or suffer to be done on the said land anything which may be or become a nuisance or annoyance to His Majesty His Heirs or Successors or to the Commissioner.

5. The said Companies or one of them will insure from damage by fire the said Hotel and buildings from the respective tenies at which they may have been respectively roofed in, in such public Insurance Office or Offices as the Commissioner shall approve of in the joint names of His Majesty His Heirs or Successors and of the said Companies or either of them in a sum of money equal to three fourths at the least of the full value thereof and will increase such insurance as the same approaches to completion so as to keep such insurance equal to at least three fourths of the value of such Hotel or building and will pay all premiums and other sums of money (if any) necessary for keeping such insurance on foot and will whenever required produce to the Commissioner the policy or policies of such insurance and the receipt or receipts for the premium and other sums of money if any payable for the current year and in case default shall be made in effecting such insurance or in producing such policy or policies and receipt or receipts the Commissioner may insure the said Hotel and buildings or such of them as to which such default shall have been so made and the monies and expenses to be paid and incurred in so doing may be recoverable by distress and in

case the said Hotel or buildings shall be destroyed or damaged by fire the said Companies or one of them will lay out to the satisfaction of the Commissioner or his Architect or Surveyor (to be testified by some writing under his or their hand or hands) all the money which shall be received or recovered by virtue of any such Insurance immediately after the receipt thereof together with all such further sum or sums of money as may be requisite for the purpose in rebuilding repairing or reinstating the Hotel or building or buildings so destroyed or damaged.

6. Upon the production by the said Companies or one of them of a certificate signed by the Architect or Surveyor of the Commissioner testifying that the fences of the said land have been completed and that the said Hotel and buildings have been built in carcass that is to say that all the timbers of the roofs floors and partitions have been fixed the roofs properly slated and covered in and all the gutters rain water pipes and drains have been completed and made good and that the several stipulations herein contained which ought by that time to have been complied with and fulfilled have been complied with and fulfilled the Commissioner will grant to the Trust Company by the direction of the Railway Company a lease of the estate and interest of His Majesty in the Hotel and buildings so erected and in the said land with the appurtenances and the trees (if any) thereon as they respectively may require (reserving to His Majesty His Heirs and Successors all substrata under such Hotel buildings and land) from the fifth day of January One thousand nine hundred and four for the term of Ninety nine years or for so many years of the said term as at the time of the granting of any such lease may be unexpired at a rent of a peppercorn (if demanded) for the first year of the said term and at a yearly rent for the residue of the said term of Twenty pounds and an additional yearly rent equal

to one half of the net profits to be derived from the business carried on at the said Hotel during each year but so that in ascertaining such net profits all losses if any incurred in carrying on the said Hotel in any previous year shall be brought into account and allowed against such net profits after providing out of such net profits for interest at five per cent per annum on the original capital expenditure in erecting the Hotel and building and fencing and in furnishing including the cost of any necessary plant and trade fittings and in arriving at such net profits there shall be allowed as deductions from the gross profits Rent Rates and Taxes cost of repairs cost of Fire Insurance reasonable depreciation on the cost of any necessary furniture plant and trade fittings and salaries and in respect of management expenses at the Head Office of the Hants Public House Trust limited a deduction of five per cent from the turnover at the Hotel during such year such rent of Twenty pounds to be paid by equal quarterly payments on the fifth day of April the fifth day of July the tenth day of October and the fifth day of January in every year and such additional rent to be paid within three calendar months after the fifth day of January in every year And such ~~year~~ lease so to be granted shall be in the Form of Lease marked "A" signed by Samuel Bircham and James Charles Warner on behalf of the said Companies and deposited in the Office of His Majesty's Commissioners of Woods.

7. The Trust Company will accept such lease to be granted as aforesaid and the said Companies will execute such lease and a duplicate thereof and will during the period which may elapse between the said fifth day of January one thousand nine hundred and four and the grant of such lease duly perform and observe all and every the covenants conditions and agreements on their respective parts agreed to be contained in such lease in like manner as they would be bound to do if such lease had actually been granted so far as the nature of the case will permit of the observance and fulfilment thereof and the Trust Company will during the same period pay to His Majesty at the Arms and

in the manner hereinbefore mentioned the same amount of yearly rents as is hereinbefore agreed to be reserved by such lease and in case of default in payment of such rents or any part thereof for twenty days next after the same shall have respectively become due it shall be lawful for the Commissioner to recover the same by distress upon any goods chattels and effects of the Trust Company wherever the same may be found and by the sale thereof and also the expenses of such distress and sale and will also during the like period pay all rates taxes and other outgoings for the said land and premises.

8. The said Companies will not require any title to be shown to the premises to be demised as aforesaid.

9. The lease hereinbefore agreed to be granted shall be prepared in duplicate in the Office of the Commissioners of Woods and the costs and expenses of drawing engrossing and completing the same and any plans therefor and of this Agreement and a duplicate thereof and the costs and charges of the Architect or Surveyor of the Commissioner amounting together to Twenty four pounds three shillings and all other costs and expenses incident to this Agreement and the carrying out of the same shall be paid by the said Companies or one of them.

10. In case the said Companies shall make default in the performance of all or any of the covenants on their part hereinbefore contained it shall be lawful for His Majesty His Heirs and Successors and for the Commissioner to enter into and upon and retain possession of the said land and of all such buildings and materials as may then be found upon the said land for the absolute use of His Majesty His Heirs and Successors.

11. All notices consents and approvals to be given under this Agreement shall be in writing and (save as to such notices as are hereinbefore otherwise provided for) shall be signed by the Commissioner and all such notices shall be delivered to the respective

Secretaries



Secretaries of the said Companies or left for them respectively at their Registered Office or at their usual or last known place of residence or business in England or on the said premises hereby agreed to be demised.

12. Nothing in these presents contained shall be construed into a demise at law of the premises hereby agreed to be demised or any part thereof so as to vest any estate in the Trust Company but the said Companies shall only have a right to enter upon the said land for the purpose of performing this Agreement.

13. As between the said Companies the Trust Company shall be deemed the Principal and the Railway Company the surety in respect of the several covenants on their parts hereinbefore contained but as between the Railway Company and the Commissioner the Railway Company shall be deemed the Principal in order that the Railway Company shall not be released by time being given to the Trust Company or by any other variation in the provisions of this Agreement or any other thing whatsoever whereby the Railway Company as a surety only would have been released.

14. This Agreement shall remain in force as to any of the conditions thereof which may not have been performed notwithstanding the grant of the lease hereby agreed to be granted of the said premises.

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

In witness whereof the said Edward Stafford Howard has hereunto set his hand and seal and the said Companies have respectively caused their common seals to be hereunto affixed the day and year first above written

Signed

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

Ralph E. Mann  
Howard House  
Salisbury  
Land Agent.

E. Stafford Howard. (RS)

The Common Seal of the London and South Western  
Railway Company affixed hereto in the presence of  
G. Knight  
Secretary.

(Seal)

The Common Seal of the Hampshire Public House  
Trust Company Limited was affixed hereto in the  
presence of

C. R. Seymour,  
Saml. } Directors

(Seal)

J. Charles Warner. Secretary.

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.

M. J. Guiseppe  
12<sup>th</sup> August. 1904. Assist: to the Keeper of the Records

Dated This Indenture made the ninth day of July the  
 9<sup>th</sup> July 1904 thousand nine hundred and four Between the King's  
 County Stafford Howard Esquire C.B. a Commissioner of Woods in  
 of Monmouth charge of the Land Revenues of the Crown in the County of  
 Monmouth of the second part and The Shepstone Rural  
 District Council (hereinafter referred to as "the Council")  
 of the third part Whereas the Council are in charge of  
 certain roads within their district and have requested  
 the said Edward Stafford Howard as such Commissioner  
 of Woods to grant to them license and permission to  
 dig and carry away stone or gravel from any or either of  
 the several Quarries hereinafter mentioned belonging to  
 His Majesty for the purpose of the repair of the said roads  
 and the said Edward Stafford Howard has agreed to  
 grant such license subject to the royalty and in consideration  
 of the covenants and conditions hereinafter reserved and  
 contained Now this Indenture witnesseth that in  
 pursuance of the said Agreement and in consideration of the  
 royalty and the covenants and conditions hereinafter  
 reserved and contained He the said Edward Stafford  
 Howard as such Commissioner as aforesaid Doth hereby  
 on behalf of the King's Majesty grant his license and per-  
 mission to the Council to enter upon the three Quarries and  
 the gravel Pit belonging to His Majesty all situate on or  
 near the road leading from Linton to Shepstone and known  
 as the Blackcliff Wyndcliff and Green Well Quarries and the  
 Wyndcliff Gravel Pit situate in the Parish of Chapel Hill  
 in the County of Monmouth and coloured light and dark  
 red upon the plan hereto annexed and numbered 1, 2, and  
 3d. per cubic 3 and to dig get and carry away therefrom stone and  
 gravel for the repair of the said roads To hold the  
 said license and permission to the Council until the same  
 shall be revoked either by the Commissioners of Woods of  
 which revocation one calendar months notice in writing  
 under their hand given to or left for the clerk to the  
 Council at his Office or last known place of abode or by  
 the Council of which revocation one calendar months

notice

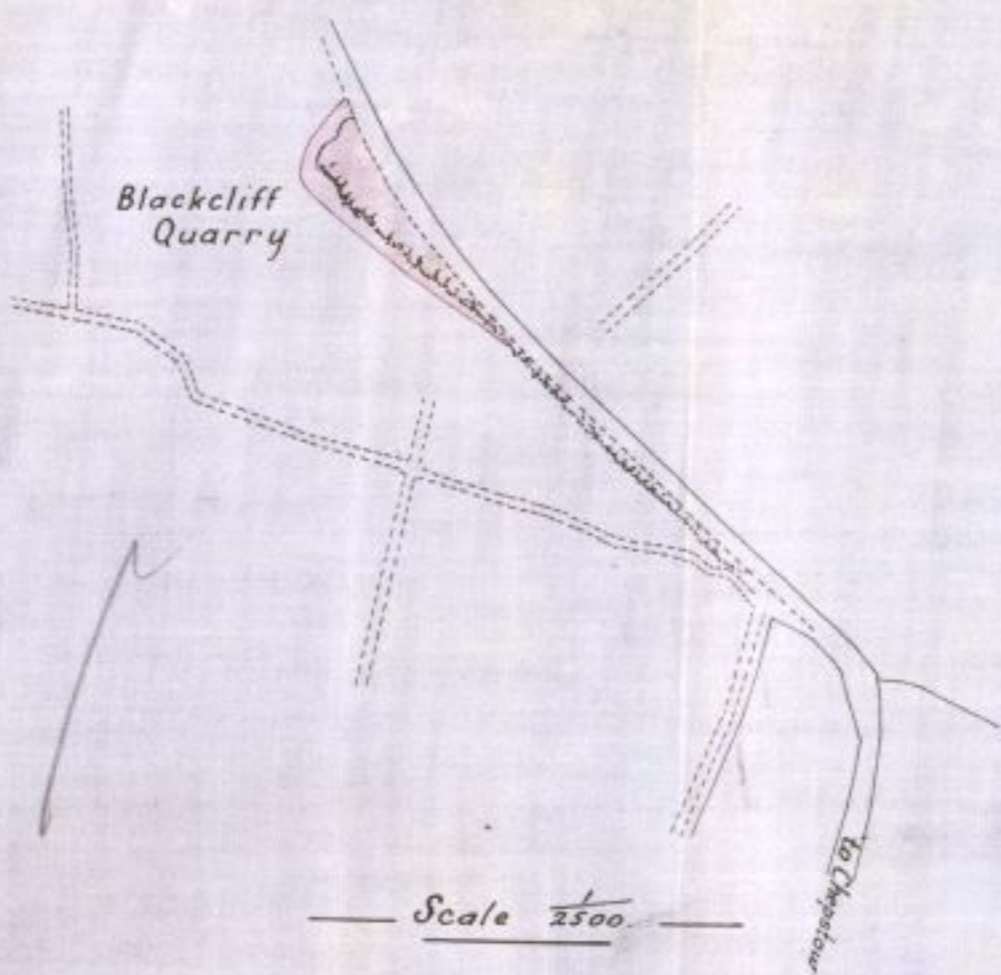
notice in writing under the hand of the clerk to the Council left at the Office of the Commissioners of Woods in London shall be sufficient evidence. Paying therefor the royalty of Three pence for every cubic yard of stone or gravel removed and taken away by the Council from the said Quarries and gravel Pit such royalty to be paid into the hands of the Receiver of Crown Rents for the time being of the premises on the twenty fifth day of March in every year during the continuance of this license free from all taxes rates charges and assessments whatsoever. And the Council hereby covenant with His Majesty His Heirs and Successors as follows that is to say:—

1. To pay to the King's Majesty His Heirs and Successors the said royalty hereinbefore reserved at the time and in manner aforesaid free from all taxes rates charges and assessments whatsoever except Landlord's Property tax.
2. To keep proper books of account of the quantity of stone and gravel taken from time to time under the authority of this license and to produce such books when required to the Commissioners of Woods or to the said Receiver and on the twenty fifth day of March in each year during the continuance of this license to render to the Commissioners of Woods or to the said Receiver a true and correct account of the quantity of stone and gravel which may during each year have been dug and carried away from the said Quarries and gravel pit under or by virtue of this license.
3. In working the stone and gravel in the said Quarries and gravel pit to keep and leave the ground levelled and in a proper state for working stone and gravel respectively to the satisfaction of the Commissioners of Woods and to erect and maintain all such fences (if any) as may be required under the provisions of the Quarry (Fencing) Act 1887 and to comply with all the provisions of the Quarries Act 1894.

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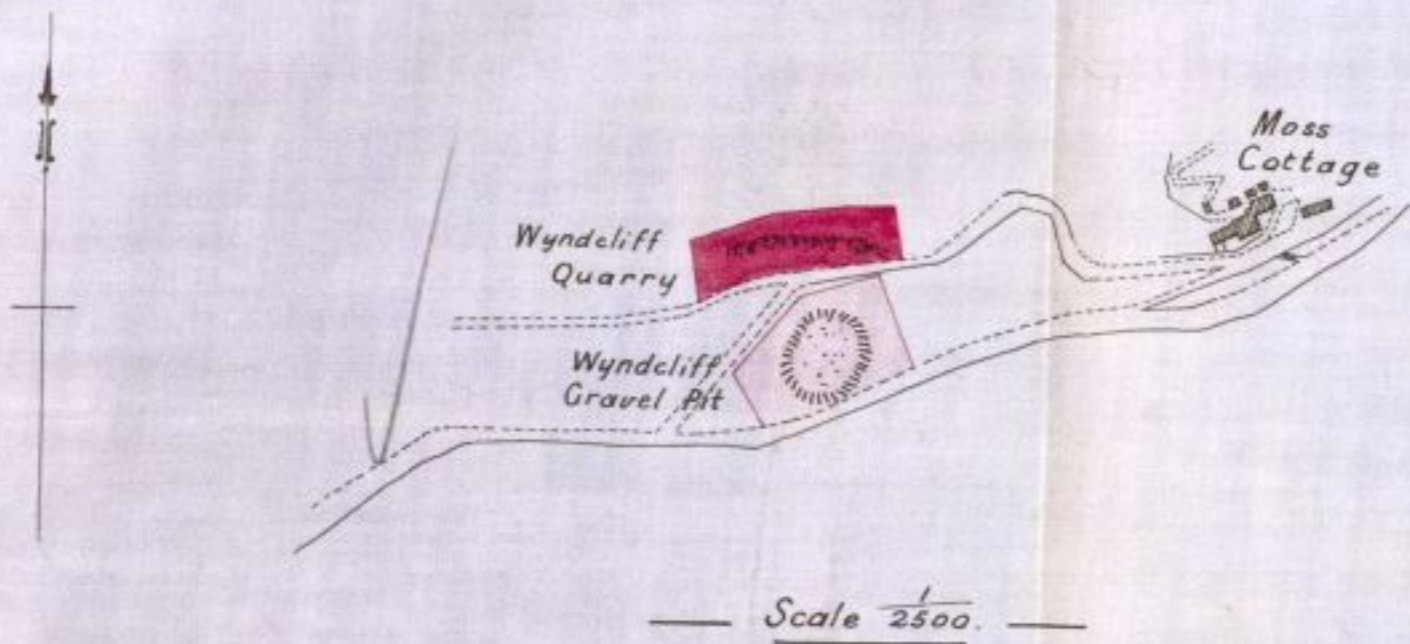
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O.S. Mon. XXVI. 5.



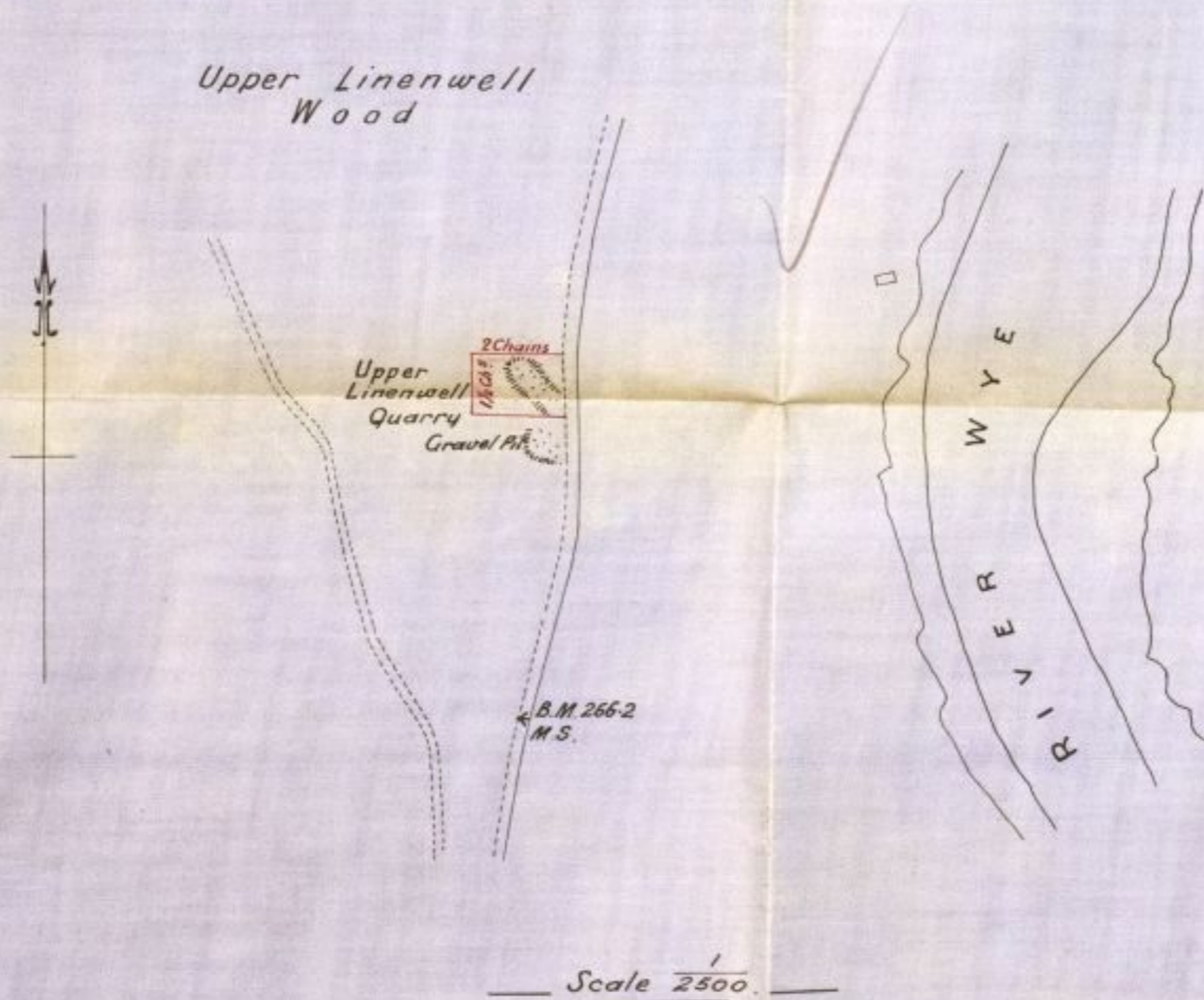
N<sup>o</sup> 2

O.S. Mon. XXVI. 5.



N<sup>o</sup> 3

O.S. Mon. XXVI. 5.



4. If at any time or times hereafter during the continuance of this license it shall be found necessary to fence the Blackcliff or Wyndcliff Quarries or the Wyndcliff Gravel Pit or to repair any fence thereto belonging then and in every such case to pay to the said Receiver such proportion of the cost thereof as the Commissioners of Woods may apportion to be paid by the Council by any writing under their hands.

And the said Edward Stafford Howard doth hereby direct that this Deed shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Inrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Inrolments. In witness whereof the said Edward Stafford Howard has hereunto set his hand and seal and the Council have caused their common seal to be hereunto affixed the day and year first above written.

Signed sealed and delivered }  
by the above named Edward } E Stafford Howard. L.S.  
Stafford Howard in the presence }  
of Algar Howard. }  
Thornbury Castle,  
Glos.  
Student Inner Temple.

The Seal of the Chepstow Rural }  
District Council affixed in the }  
presence of Edward Currie }  
Chairman. }  
G. W. Staunton } Clerk. }  
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.

M. S. Guiseppe.

11<sup>th</sup> August, 1904. Assist: to the Keeper of the Records.

AS

Dated 15<sup>th</sup>  
July, 1904.

County  
of Monmouth.

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

to  
The Monmouth  
Rural District  
Council.

license  
to get stone  
and gravel  
from two  
quarries and a  
gravel pit near  
the road from  
Tintern to  
Chepstow and  
from two  
quarries situated  
at ~~Big~~ briga  
and Whitebrook.

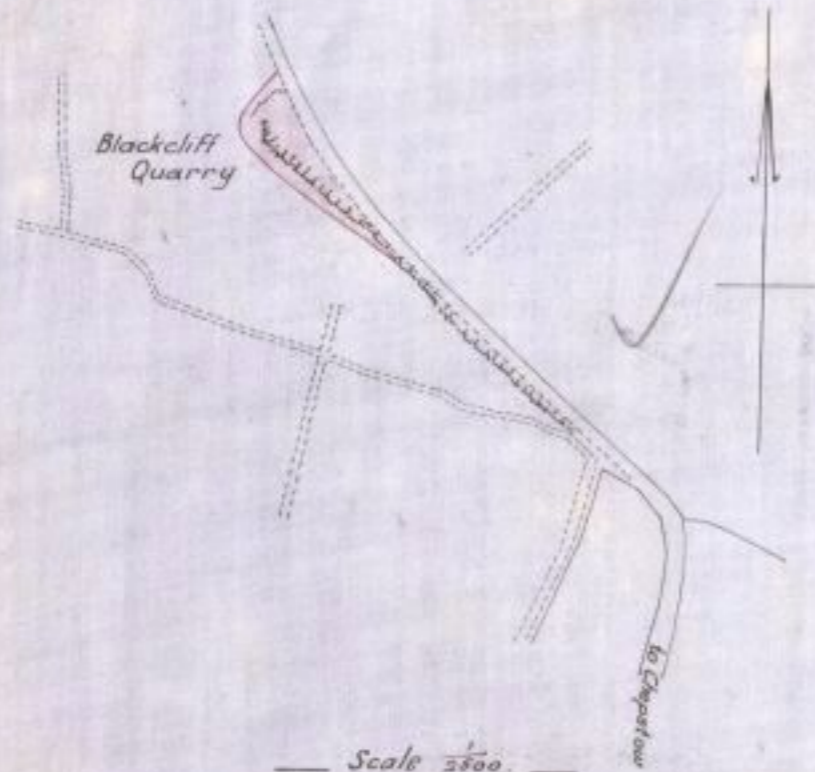
Royalty  
3d. per cubic  
yard of stone  
and gravel.

This Indenture made the fifteenth day of July  
by thousand nine hundred and four. Between The  
Kings Most Excellent Majesty of the first part  
Edward Stafford Howard Esquire C.B. a Commissioner  
of Woods in charge of the said Revenues of the Crown in  
the County of Monmouth of the second part and The  
Monmouth Rural District Council (hereinafter  
referred to as "the Council") of the third part Whereas  
the Council are in charge of certain roads within  
their district and have requested the said Edward  
Stafford Howard as such Commissioner as aforesaid to  
grant to them license and permission to dig and  
carry away stone from any or either of the several quarries  
hereinafter mentioned belonging to His Majesty for the  
purpose of the repair of the said roads and the said  
Council Edward Stafford Howard has agreed to grant such license  
subject to the royalty and in consideration of the covenants  
and conditions hereinafter reserved and contained  
Now this Indenture witnesseth that in  
pursuance of the said Agreement and in consideration  
of the royalty and the covenants and conditions  
hereinafter reserved and contained He the said Edward  
Stafford Howard as such Commissioner as aforesaid Both  
hereby on behalf of the Kings Majesty grant his license  
and permission to the Council to enter upon the several  
quarries and the gravel pit belonging to His Majesty  
situate as follows The Blackcliff and Wyndcliff Quarries  
and the Wyndcliff Gravel Pit situate in the Parish of  
Telleck Chapel Hill The briga Quarry situate in the  
Parish of Telleck and the Whitebrook Quarry and  
tip situate in the Parish of Llandogo in the County  
of Monmouth and coloured red upon the plan hereto  
annexed and Numbered 1, 2, 3 and 4 and to dig get  
and carry away therefrom stone and gravel for the  
repair of the said roads. To hold the said license and  
permission to the Council until the same shall be  
revoked either by the Commissioners of Woods of which  
revocation one calendar months notice in writing

under

N<sup>o</sup>. 1.

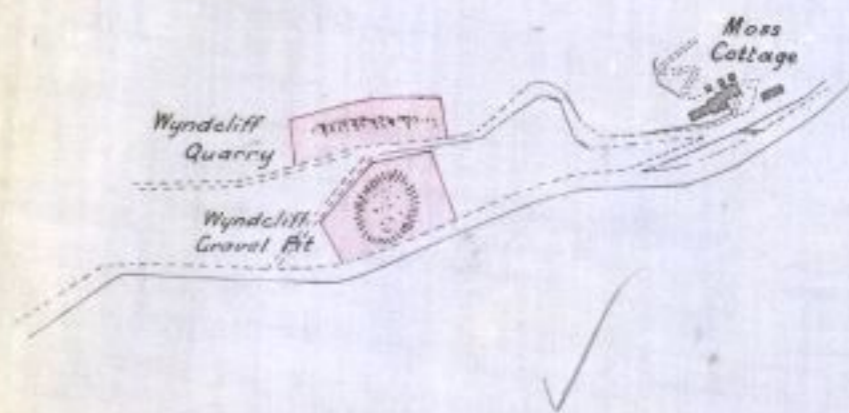
O.S. Mon. XXVI. 5.



Scale  $\frac{1}{2500}$ .

N<sup>o</sup>. 2.

O.S. Mon. XXVI. 5.



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N<sup>o</sup>. 3.

O.S. Mon. XV. 13.



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N<sup>o</sup>. 4.

O.S. Mon. XXI. 9.



Scale  $\frac{1}{2500}$ .



under their hand given to or left for the clerk to the Council at his Office or last known place of abode or by the Council of which revocation one calendar month's notice in writing under the hand of the clerk to the Council left at the Office of the Commissioners of Woods in London shall be sufficient evidence. Paying therefor the royalty of three pence for every cubic yard of stone or gravel removed and taken away by the Council from the said Quarries and gravel pit such royalty to be paid into the hands of the Receiver of Crown Rents for the time being of the premises on the twenty fifth day of March in every year during the continuance of this license free from all taxes rates charges and assessments whatsoever. And the Council hereby covenant with His Majesty His Heirs and Successors as follows that is to say:-

1. To pay to the Kings Majesty His Heirs and Successors the said royalty hereinbefore reserved at the time and in manner aforesaid free from all taxes rates charges and assessments whatsoever except Landlord's Property Tax.
2. To keep proper books of account of the measure of stone and gravel taken from time to time under the authority of this license and to produce such books when required to the Commissioners of Woods or to the said Receiver and on the twenty fifth day of March in each year during the continuance of this license to render to the Commissioners of Woods or to the said Receiver a true and correct account of the measure of stone and gravel which may during each year have been dug and carried away from the said Quarries and gravel pit under or by virtue of this license.
3. In working the stone and gravel in the said Quarries and Gravel Pit to keep and leave the ground levelled and in a proper state for working stone and gravel respectively to the satisfaction of the Commissioners of Woods and to erect and maintain all such fences (if any) as may be required under the provisions of the Quarry (Fencing) Act 1887 and to comply with all the provisions of the Quarries Act 1894 and not to tip any waste stone upon the tip mound shown upon Plan No. 3. so as to interfere with or encroach upon the course of the stream at the foot thereof.

4. If at any time or times hereafter during the continuance of this license it shall be found necessary to fence the Blackeliff or Wyndeliff Quarries or the Wyndeliff gravel Pit or to repair any fence thereto belonging then and in every such case to pay to the said Receiver such proportion of the cost thereof as the Commissioners of Woods may apportion to be paid by the Council by any writing under their hands

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 Involments and the filing or making an entry of such deposit by the Keeper of the said Records and Involments. In witness whereof the said Edward Stafford Howard has hereunto set his hand and seal and the Council have caused their common seal to be hereunto affixed the day and year first above written.

Signed sealed and delivered  
by the above named Edward  
Stafford Howard in the presence  
of George Mansell Williams,  
Thornbury, Gloucestershire.  
Accountant.

E. Stafford Howard

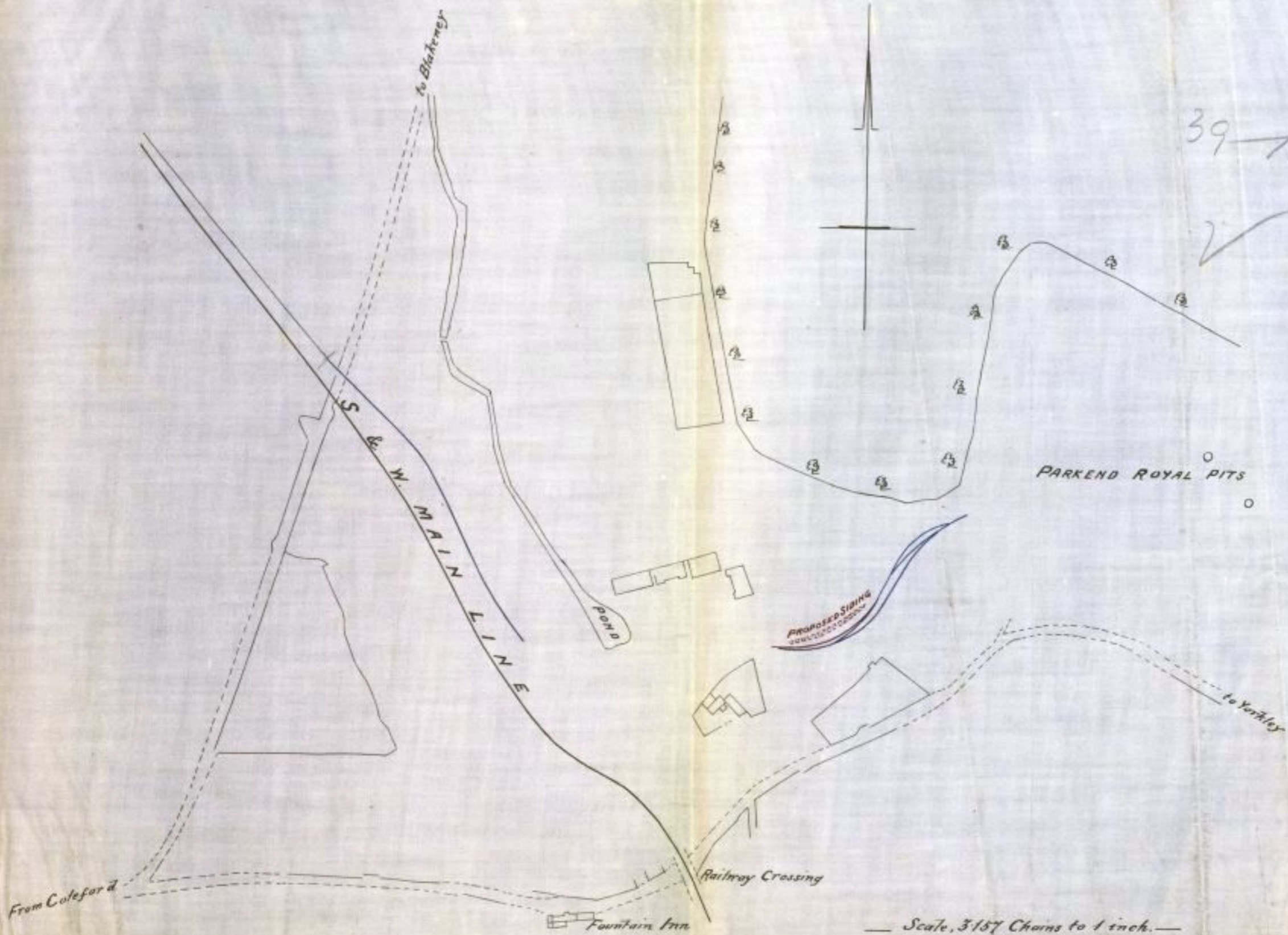
The Common Seal of the Hornmouth  
Rural District Council was hereunto  
affixed by Samuel Courthope  
Bosanquet Chairman in the presence  
of Joseph Smith Acting Clerk.

Seal

S. Courthope Bosanquet.

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

August, 1901. N. S. Giuseppe  
Assist. to the Keeper of the Records.



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Dated  
10<sup>th</sup> August  
1904.

Dean Forest

E. Stafford  
Howard Esq  
CB. a  
Commissioner  
of Woods &c.


The Parkend  
Deep  
Navigation  
Collieries  
Limited.

This Indenture made the tenth day of August 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 and Gaveller of the Royal Forest of Dean of the second part and The Parkend Deep Navigation Collieries Limited Hereinafter called the Licensees of the third part Whereas the Licensees are the Registered Owners of the Parkend Colliery Gale in the Forest of Dean and have requested the said Edward Stafford Howard to grant to them a license in manner herein after more particularly mentioned Now this Indenture witnesseth that in consideration of the sum of Two pounds two shillings paid by the Licensees to the said Edward Stafford Howard as such Commissioner as aforesaid the receipt whereof he doth hereby acknowledge He the said Edward Stafford Howard as such Commissioner and Gaveller as aforesaid in pursuance of all statutory and other powers vested in him in that behalf Doth hereby grant unto the Licensees a License to use and maintain the existing tramway shown by blue lines on the plan annexed hereto and to make and for Tramway maintain an additional siding as shown by red lines and siding upon the said plan for the purpose of carrying on the in connection business of the said Colliery and for conveying the produce with Parkend thereof to market and to use and occupy the same for Colliery Gale the purpose aforesaid and for no other purpose whatsoever To hold the said License unto the Licensees for the term of seven years from the twenty fifth day of March One thousand nine hundred and three subject to the Rules and Regulations set forth in the Second Schedule to the Award of Coal Mines in the Forest of Dean dated the eighth day of March One thousand eight hundred and forty one and made by the Dean Forest Mining Commissioners acting under the Act 1<sup>st</sup> and 2<sup>nd</sup> Victoria Chapter 43 And the Licensees do hereby covenant with the Kings Majesty His Heirs and Successors to pay for all trees removed or damaged in making the said siding at a Valuation to be determined by the Deputy Surveyor of Dean Forest and to protect the said tramway and siding where necessary with proper fencing to the satisfaction

of

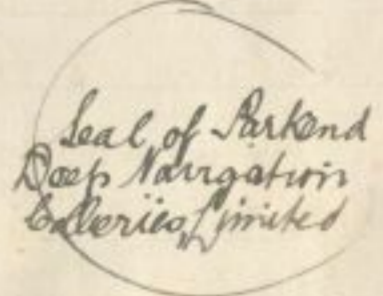
of the said Deputy Surveyor and to keep the said  
 Tramway and siding and the appurtenances thereto in  
 good and proper repair during the said term to the like  
 satisfaction And it is hereby agreed and  
 declared that the licensees may at any time within  
 three months after the expiration of the said term  
 enter upon the land and remove the materials of the  
 said Tramway and siding the licensees hereby covenanting  
 with His Majesty His Heirs and Successors in that event  
 to level and make good the surface of the land upon  
 which the rails and sleepers are laid to the satisfaction  
 of the said Deputy Surveyor. And the said Edward  
 Stafford Howard doth hereby direct that this Deed shall  
 be deemed to be fully and sufficiently enrolled by the  
 deposit of a duplicate thereof in the office of Land Revenue  
 Records and Inrolments and the filing or making an  
 entry of such deposit by the Keeper of the said Records  
 and Inrolments. In witness whereof the said  
 Edward Stafford Howard has hereunto set his hand  
 and seal and the licensees have caused their common  
 seal to be hereunto affixed the day and year first  
 above writtten.

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

E. Stafford Howard. 

Algar Stafford Howard,  
 Thornbury castle, Glos.  
 Student Inner Temple.

J. H. Deakin. } Directors.  
 F. S. Hockaday. }  
 F. S. Hockaday. Secretary.



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

to J. Green  
 31<sup>st</sup> August 1904 Asst. to the Keeper of the Records.

*[Handwritten mark]*

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 10<sup>th</sup>  
 For  
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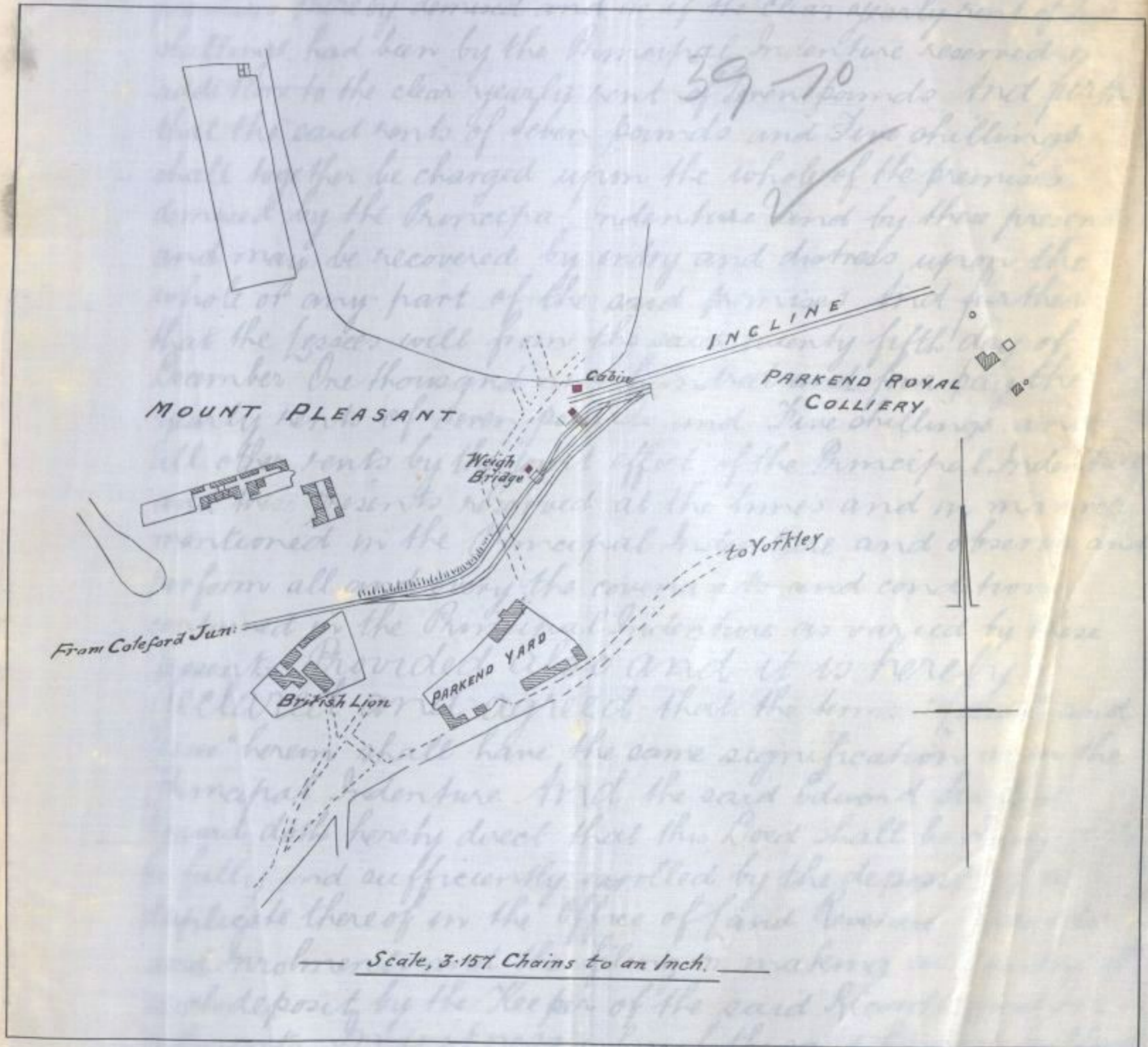
See Mem. dated 28 August, 1915, (W.L.R. 21. p. 101) that the land comprised in the lease is held with the Parkend Gale.

Dated  
10<sup>th</sup> August  
1904.  
  
Forest  
of Dean  
  
E. Stafford  
Howard Esq.  
C.B.  
a Commissioner  
of His  
Majesty's  
Woods  
to  
The Parkend  
Deep Navigation  
bolleries,  
  
lease  
of three pieces  
of unenclosed  
waste land  
containing  
together 2  
perches to be  
held in  
connection  
with the New  
Fancy Gale.  
  
supplemental  
to Indenture  
dated 21<sup>st</sup>  
December  
1893.

This Indenture made the tenth day of August One thousand nine hundred and four Between The King's Most Excellent Majesty of the first part Edward Stafford Howard Esquire C.B. the Gaveller and the Commissioner of Woods in charge of the Forest of Dean in the county of Gloucester of the second part and The Parkend Deep Navigation bolleries limited (hereinafter called "the Lessees") of the third part Whereas by an Indenture of lease (hereinafter referred to as the Principal Indenture) dated the twenty first day of December One thousand eight hundred and ninety three and made between Her late Majesty Queen Victoria of the first part the said Edward Stafford Howard of the second part and the Lessees of the third part First All those eight pieces of land containing together One acre and thirty eight perches and three quarters of another perch or thereabouts part of the unenclosed waste of the said Forest and which were more particularly described in Part I of the schedule to the said Indenture and were delineated on the plan thereto and thereon coloured purple and numbered 1 to 9 inclusive And secondly license and authority to use the piece of land described in Part II of the said schedule and delineated on the said plan and coloured purple and numbered 10 in connection with the New Fancy Gale or bolleries were demised unto the Lessees from the twenty fourth day of June One thousand eight hundred and ninety two for the term of Thirty one years determinable as therein mentioned at the yearly rent of Ten pounds payable by equal half yearly payments on the twenty fourth day of June and the twenty fifth day of December in every year as therein provided and under and subject to the covenants and conditions in the said Indenture contained And whereas the Principal Indenture is still vested in the Lessees for all the unexpired residue of the term of years thereby granted And whereas the Lessees have requested the said Edward Stafford Howard to demise to them the pieces of land hereinafter described which he has agreed to do in manner hereinafter appearing Now this Indenture witnesseth that in consideration of the additional ~~clear~~ yearly rent

rent hereinafter reserved and of the covenants hereinafter contained and on the part of the lessees to be paid and performed the said Edward Stafford Howard as such Commissioner as aforesaid and in exercise of the powers referred to in the Principal Indenture Doth on behalf of the Kings Majesty demise and lease unto the lessees All those three pieces of land containing together Two perches or thereabouts which are part of the unenclosed waste land of the said Forest and are more particularly delineated and coloured red on the plan drawn in the margin of these presents Except and reserving out of this demise all mines minerals stone and substrata within or under the said land together with all rights powers and authorities incident or belonging to the said excepted premises To hold the said premises hereby demised unto the lessees subject to the provisions of the Acts 1<sup>st</sup> and 2<sup>nd</sup> Victoria Chapter 43 and 24<sup>th</sup> and 25<sup>th</sup> Victoria Chapter 40 from the twenty fifth day of December One thousand nine hundred and three for the term of Nineteen years and one half of another year being a term commensurate with the unexpired residue of the term granted by the Principal Indenture and as part of the premises thereby demised saying therefor and for the premises demised by the Principal Indenture unto the Kings Majesty His Heirs and Successors during the residue of the term granted by the Principal Indenture not only the clear yearly rent of seven pounds and other rents reserved by the Principal Indenture but also the additional clear yearly rent of Five shillings by equal half yearly payments upon the day mentioned in the Principal Indenture for payment of the rent thereby reserved the first of such payments of the said additional clear yearly rent being due on the twenty fourth day of June One thousand nine hundred and four And the lessees hereby covenant with the Kings Majesty His Heirs and Successors that from and after the said twenty fifth day of December

One thousand nine hundred and three All and singular the reservations of rents and all and singular the covenants agreements powers and provisos in the Principal Indenture contained shall be read and shall have effect as if the premises by these presents demised had been inserted and described in the Principal Indenture and on the plan in the



lessees have caused their common seal to be hereunto affixed the day and year first above written.

Signed



One thousand nine hundred and three All and singular  
 the reservations of rents and all and singular the covenants  
 agreements powers and provisos in the Principal Indenture  
 contained shall be read and shall have effect as if the  
 premises by these presents demised had been inserted and  
 described in the Principal Indenture and on the plan in the  
 margin thereof and had been thereby demised as part of the  
 premises thereby demised and as if the clear yearly rent of Five  
 shillings had been by the Principal Indenture reserved in  
 addition to the clear yearly rent of Seven pounds And further  
 that the said rents of Seven pounds and Five shillings  
 shall together be charged upon the whole of the premises  
 demised by the Principal 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 Lessees will from the said twenty fifth day of  
 December One thousand nine hundred and four pay the  
 yearly rents of Seven pounds and Five shillings and  
 all other rents by the joint effect of the Principal Indenture  
 and these presents reserved at the times and in manner  
 mentioned in the Principal Indenture and observe and  
 perform all and every the covenants and conditions  
 contained in the Principal Indenture as varied by these  
 presents Provided also and it is hereby  
 declared and agreed that the terms "lessor" and  
 "lessee" herein shall have the same signification as in the  
 Principal 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 Inrolments and the filing or making an entry of  
 such deposit by the Keeper of the said Records and In-  
 rolments In witness whereof the said Edward Stafford  
 Howard has hereunto set his hand and seal and the  
 Lessees have caused their common Seal to be hereunto  
 affixed the day and year first above written.

Signed

Signed sealed and delivered  
by the above named Edward  
Stafford Howard in the presence  
of Algar Stafford Howard  
Thornbury castle,  
Glos.  
Student Inner Temple.

E. Stafford Howard. (L.S)

J. H. Deakin } Directors.  
F. S. Hockaday }

F. S. Hockaday Secretary.

Seal of The  
Parkend Deep  
Navigation Co. Limited.

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.

2<sup>nd</sup> September. Assistant to the Keeper of the Records

*[Handwritten signature]*

RR No. 262

Copy

## TINTERN ESTATE.

**Agreement** made the *fifth* day of  
*September* — One thousand nine hundred and *four*  
Between the KING'S MOST EXCELLENT MAJESTY  
of the first part EDWARD STAFFORD HOWARD Esquire C.B. a  
Commissioner of Woods (hereinafter called the said Commissioner  
which term shall also include the Commissioner of Woods for the  
time being) of the second part and

*William Bayliss* \_\_\_\_\_

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

WHEREBY the said Commissioner agrees to let to the Tenant  
who agrees to take as Tenant of His Majesty ALL THAT *House,  
Grocers Shop, Bakery and Land No.  
124 and part of No 125 on C.S. Map 26-I  
containing in all about 2 acres*  
Together with the appurtenances which premises are coloured red on  
the plan annexed hereto Except and reserving to His Majesty  
all rights of sporting and all timber and other trees and all mines  
and minerals with free access to cut work and carry away the same

TO HOLD the said premises to the Tenant from the *24<sup>th</sup>*  
day of *June 1904* as Tenant from year to year (determinable  
as hereinafter mentioned) at the yearly rent of *twenty*  
*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  
payments on the *25<sup>th</sup>* day of *December* and the *24<sup>th</sup>*  
day of *June* \_\_\_\_\_ in every year the first half yearly  
payment to be due on the *25<sup>th</sup>* day of *December*  
*1904*. And the last payment to be made in advance one Calendar  
month before the expiration of the tenancy AND the Tenant hereby  
agrees with the King's Majesty His Heirs and Successors

1. To pay to the King's Majesty the said yearly rent of  
*twenty Pounds* \_\_\_\_\_ on the days and in the manner  
aforesaid.

Signed sealed and delivered  
by the above named Edward  
Stafford Howard

E. Stafford Howard. *ES*

2. To pay the land tax sewer rates and all other rates taxes assessments and outgoings whatsoever (except as aforesaid) 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.

3. To keep the gates fences ditches and drains on the said premises in good repair and condition and not to do or suffer to be done any waste or damage to the said premises and at all times well and properly to manage and cultivate the said land and keep and leave the same clean and in good heart and condition and also to keep the inside of the said premises in good repair and condition and the windows properly glazed and mended and on the determination of the tenancy hereby created to deliver up the said premises in such good repair and condition as aforesaid to the said Commissioner.

4. Not to assign underlet or part with the possession of the said premises or any part thereof without the previous consent in writing of the said Commissioner.

5. To permit the said Commissioner or his Agent at any time or times during the said tenancy to enter into and inspect the state and condition of the said premises and to execute any works thereon or to place thereon any notice.

6. And it is hereby further agreed that six months' notice to quit on the 24<sup>th</sup> day of June or the \_\_\_\_\_ day of \_\_\_\_\_ in any year may be given by the said Commissioner or by the Tenant and if such notice shall proceed from the said Commissioner the same may be given to or left for the Tenant on the said premises or sent to him by registered post and if such notice shall proceed from the Tenant the same shall be sent by registered post to or left either at the Office in London or at the Local Office of the said Commissioner.

7. And it is hereby further agreed that the said 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 or non-observance of any of the Tenant's agreements.

AND the said Commissioner 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.

*Mon: 26-1.*

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

*(Sd) E Stafford Howard*

*The Glyn*

Signed by the above-named  
*W. Bayles*  
in the presence of *Glyn Wood*  
*John Roberts*  
*W. Bayles*

*Scale  $\frac{1}{2500}$ .*

*W. Bayles*  
*W. Bayles*

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

*6<sup>th</sup> September '02*

*W. J. Gran*  
Asst to Keeper of the Records.

AND the said Commissioner 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.

ed by the above-named  
OWARD STAFFORD HOWARD  
the presence of

(sd) E. Stafford Howard

Algari Howard  
Thornbury Castle  
Gloucester  
Student Somerset Temple.

ed by the above-named

W. Baylis

(sd) William Baylis

n the presence of

John Roberts  
brown keeper  
brown lodge  
Tintern

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

6<sup>th</sup> September 04

W. J. Green

Asst to Keeper of the Records.

Signed sealed and delivered  
by the above named Edward ) E. Stafford Howard. (S)

TINNENT ESTATE.

Dated 1907

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

AND

W. Baylis

AGREEMENT for letting  
House & grounds at  
Bakery and land  
on a Yearly Tenancy from the  
24<sup>th</sup> June 1907  
Rent £ 20-0-0 per Annum.

W B & L (S) - 2085 - 350-4-4

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TINTEBRY ESTATE.

E. STAFFORD HOWARD, Esq., C.B.,