

Sold 1905

Dated  
16 February  
1905.

Dean Forest.

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

to  
Mr. A.W. Brown

lease  
of waste land  
at or near Bailey  
Hill in Blakeney  
Walk in the  
Forest of Dean  
to be held in  
connection with  
Bailey Hill  
colliery.

Commencing  
25<sup>th</sup> December 1904  
Term 14  
Expires 25 Dec. 1918

Rent 15/-  
per annum.

Asd to James,  
James & Morse.

30/3/10  
A James conveyed his share  
to E. James & R. B. Morse  
by deed dated 11/9/10  
The whole assigned to Lincoln James  
& Bernard James - 12/12/14.

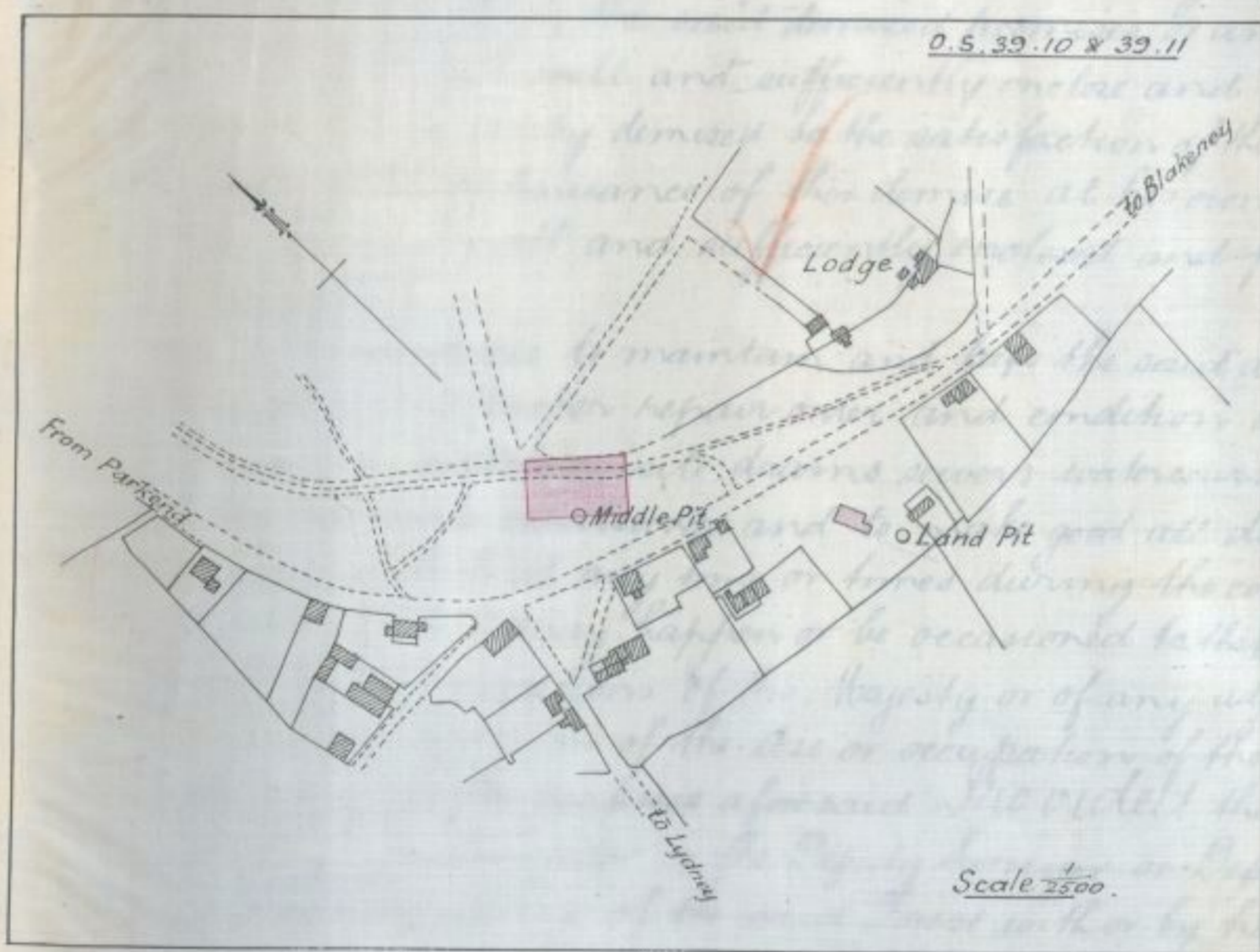
This Indenture made the sixteenth day of January  
One thousand nine hundred and five Between  
The King's Most Excellent Majesty of the  
first part Edward Stafford Howard Esquire C.B.  
a Commissioner of His Majesty's Woods Forests and Land  
Revenues in charge of the premises hereby demised of  
the second part and Amos William Brown of  
Winberry Colliery Colford in the County of Gloucester  
(hereinafter called "the Lessee") of the third part Witnesseth  
that in consideration of the rent and covenants hereinafter reserved and contained The said Edward Stafford  
as such Commissioner as aforesaid by virtue of every  
power enabling him so to do Doth by these presents  
demise and lease unto the Lessee All those two  
pieces of land containing one rood or thereabouts situate  
at Bailey Hill in Blakeney Walk in the Forest of Dean  
in the County of Gloucester which said pieces of land  
are part of the unenclosed waste land of the said  
Forest and are more particularly described on the plan  
drawn in the margin hereof and are thereon coloured  
red 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 pieces of land unto the Lessee subject  
nevertheless 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 four for the term of Fourteen years  
(determinable nevertheless as hereinafter mentioned) to  
be held and used in connection with the Bailey Hill Gale  
or Colliery of which the Lessee is the registered owner and  
for no other purpose whatsoever Paying therefor during the  
said term unto the King's Majesty His Heirs and Successors  
the yearly rent of Fifteen shillings by equal half  
yearly payments on the twenty fourth day of June  
and the twenty fifth day of December in every year  
without any deduction or abatement whatsoever

Assigned to Lulla Colliery Co. Ltd 21/7/15.

Asd to Messrs M. Collins, J. Thomas, & the  
B. James O.B. p. 32.

the first of such payments to be made on the twenty fourth day of June One thousand nine hundred and five. And the lessee hereby covenants 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 the said yearly rent of fifteen shillings on the day hereinbefore appointed for payment thereof without any deduction or abatement whatsoever.
2. To pay the land tax and all other taxes sewer and other rates charges assessments and impositions whatsoever which now



the said demised premises for the purpose of viewing and examining the state and condition thereof.

5. Not at any time during the continuance of this demise without the consent in writing of the lessor for that purpose first had and obtained to erect build or set up or permit or suffer to be erected built or set up upon the said piece of land hereby demised or any part of the same any house building or machinery whatsoever other than and except such as is hereby authorized nor use or occupy or permit

or

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the first of such payments to be made on the twenty fourth day of June One thousand nine hundred and five. And the lessee hereby covenants 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 the said yearly rent of fifteen shillings on the day hereinbefore appointed for payment thereof without any deduction or abatement whatsoever.
2. To pay the land tax and all other taxes sewer and other rates charges assessments and impositions whatsoever which now are or at any time during the said term may be taxed assessed or imposed upon the said demised premises or any part thereof.
3. To forthwith well and sufficiently enclose and fence in the said land hereby demised to the satisfaction of the lessor and during the continuance of this demise at his own costs to keep the same so well and sufficiently enclosed and fenced in as aforesaid.
4. At all times to maintain and keep the said demised premises in good and proper repair order and condition and with all necessary and requisite drains sewers watercourses and amendments whatsoever and to make good all damage or injury which at any time or times during the continuance of this demise may happen or be occasioned to the lands trees property or possessions of His Majesty or of any adjoining Owner or owners by reason of the use or occupation of the said demised premises for the purposes aforesaid. PROVIDED that it shall be lawful for the lessor or the Deputy Surveyor or Deputy Gaveler for the time being of the said Forest with or by his or their workmen servants or agents from time to time and at all times during the continuance of this demise to enter into and upon the said demised <sup>premises</sup> for the purpose of viewing and examining the state and condition thereof.
5. Not at any time during the continuance of this demise without the consent in writing of the lessor for that purpose first had and obtained to erect build or set up or permit or suffer to be erected built or set up upon the said piece of land hereby demised or any part of the same any house building or machinery whatsoever other than and except such as is hereby authorized nor use or occupy or permit

or suffer the said demised premises or any part thereof to be used or occupied otherwise than for the purposes of and in connection with the said gale or bolliery and in strict conformity with the Acts 1<sup>st</sup> and 2<sup>nd</sup> Victoria Chapter 43 Section 25 and 24<sup>th</sup> and 25<sup>th</sup> Victoria Chapter 40 Section 6 and (so far as the same may be applicable thereto) the rules orders and regulations of the Dean Forest Mining Commissioners made for the working of Gale Pits levels and Works of coal or coal Mines in the said Forest of Dean and Hundred of St. Briavels and not to commit or suffer to be committed any waste spoil damage or injury to the said demised premises or any part thereof or to the enclosures lands trees property or possessions of His Majesty or of any adjoining Owner or Owners nor to do or suffer to be done any act or thing whatsoever which may be or become a nuisance annoyance or disturbance to the lessor or to the owners or occupiers of any contiguous premises.

6. At the end or other sooner determination of the said term to peaceably and quietly leave surrender and yield up unto the lessor or his or their duly authorised Agent the said demised premises in good and proper repair order and condition.

7. At his own costs within three calendar months from the respective dates thereof to cause all assignments which may at any time hereafter be made of these presents or of the premises hereby demised and all Orders of Court Probates of Wills and Letters of Administration and other instruments affecting the devolution of the premises or the term hereby granted to be lodged in the Office of the Commissioners of Woods in order that minutes or docketts thereof respectively may be entered and to pay the usual fees therefor.

Provided always and these presents are granted upon this express condition that the said term hereby granted shall absolutely cease and determine when the said Bailey Hill gale or bolliery shall be relinquished or given up or cease to be worked pursuant to the rules

orders and regulations of the Dean Forest Mining Commissioners made for working gales pits levels and works of coal or coal mines within the said Forest and Hundred or the grant of the said gale or work shall be otherwise determined. Provided also and these presents are upon this express condition that if the said rent of fifteen shillings hereby reserved or any part of the same shall be unpaid for thirty days next after either of the days of payment on which the same ought to be paid or if the Lessee do not in all things observe perform and keep all and singular the covenants provisions conditions and restrictions herein contained and on his part to be performed and kept according to the true intent and meaning of these presents then and from thenceforth and in any of such cases the lessor may reenter and retain possession of the said demised premises as fully in all respects as if these presents had not been made and in case of any such reentry there shall be payable by the Lessee to His Majesty His Heirs and Successors in addition to any rent due a proportionate part of the accruing rent for the then current half year up to the day on which such reentry shall have been made. And it is hereby agreed and declared that the term "lessor" herein means the Kings Majesty His Heirs Successors and Assigns or so long as the reversion of the demised premises is vested in the Crown the Commissioner or Commissioners Gaveller or Deputy Gaveller or other the person or persons for the time being entitled by law to the management and direction thereof and that all rights and obligations of the Lessee under these presents shall devolve with the leasehold interest hereby created and be accordingly enjoyed observed and performed by the person or persons in whom such interest shall for the time being be vested. And the said Edward Stafford Howard doth hereby direct that this Deed shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and 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 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

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

Signed sealed and delivered by  
 the above named Amos William  
 Brown in the presence of  
 Jno. J. Joynes,  
 Lydbrook,  
 Glos.  
 Mining Engineer. } Amos William Brown (S)

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.

G. H. Overend.  
 28<sup>th</sup> February 1905. Assistant to the Keeper of the Records.  
 G.H.

Dean Forest

Dated  
15<sup>th</sup> February  
1905.

No. 410

Brown

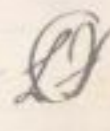
to

The Kings  
Most Excel-  
lent MajestySurrender  
of lease of  
13<sup>th</sup> April  
1906 of land  
held in  
connection  
with Bailey  
Hill Gale


This Indenture made the 15<sup>th</sup> day of February One thousand nine hundred and five Between Amos William Brown of Wimberry Collierij Coleford in the County of Gloucester of the first part the within named Edward Stafford Howard of the second part and The Kings Most Excellent Majesty of the third part Whereas the land and premises demised by the within written Indenture of lease which is dated the thirteenth day of April One thousand eight hundred and ninety six and is made between Her late Majesty Queen Victoria of the first part the said Edward Stafford Howard of the second part and Charles Edwin Dovey of the third part are now vested in the said Amos William Brown for all the residue of the term of years thereby granted and he has requested the said Edward Stafford Howard as such Commissioner as within mentioned to accept on behalf of His Majesty a Surrender as from the twenty fifth day of December One thousand nine hundred and four of the same premises which the said Edward Stafford Howard has agreed to do Now this Indenture witnesseth that in pursuance of the premises he the said Amos William Brown as Beneficial Owner with the consent of the said Edward Stafford Howard testified by his executing these presents Doth surrender to the Kings Majesty from the said twenty fifth day of December One thousand nine hundred and four All that piece of land containing one rood or thereabouts with the engine house thereon situate at Bailey Hill in Blakeney Walk in the Forest of Dean and all other (if any) the premises demised by the within written Indenture To the intent and purpose that the term of years created by the within written Indenture and all the estate and interest now subsisting in the said premises under or by virtue of the same Indenture may be merged and extinguished in the reversion freehold and inheritance of the said premises now vested in His Majesty in right of His Crown And the said Edward Stafford Howard doth hereby direct that this Deed shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Involvements and the filing

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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 first and second parts have hereunto set their hands and seals the day and year first above written.

Signed sealed and delivered  
by the above named & Amos  
William Brown in the  
presence of } Amos William Brown 

Jno. J. Joynes,  
Lydbrook,  
Glos.  
Mining Engineer.

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

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

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

28<sup>th</sup> February, 1905.  Assistant to the Keeper of the Records.

Dean  
Forests

File 12

Dross

A. box.

Perm

to gather

mass

the for

22 Feb.

1905

—

10



Dear Forest

F. 6/7

Office of Woods  
22<sup>nd</sup> February 1905

Sir,

File 1225

Dear Forest  
File 1225. Moss

Moss

A. box.

Permission to gather moss in the Forest.

I am directed by Mr. Stafford Howard to state that the Deputy Surveyor has forwarded to this Office your letter of the 6<sup>th</sup> instant and in reply I am to inform you that he is prepared to grant you permission, during the pleasure of this Department, to take moss from such parts of the Forest as the Deputy Surveyor may specify direct, upon the following terms and conditions:-

1. The royalty is to be 1<sup>d</sup>. per sack.
2. A monthly return is to be made to the Deputy Surveyor of the number of sacks taken and of their respective weight and a Statutory Declaration is to be made half yearly verifying those returns, the first return to be made for the period to 29<sup>th</sup> September next and thereafter on the 25<sup>th</sup> March and 29<sup>th</sup> September.
3. Before removing any moss from the Forest notice is to be given to the woodman of the district from which the moss is to be gathered.

If you accept these terms in writing you will be at liberty to apply to the Deputy Surveyor for permission to commence gathering the moss, giving the District where you propose to commence operations.

I am, &c.

Mr. Albert Cox.

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

Yorkley Slade.  
W. Sydney.  
Glos.

February 27<sup>th</sup> 1905

Dear Sir, In reference to my application to you for permission to gather moss from the Forest I wish to state that I have received a letter from the Office of Woods &c. granting me the privilege to gather the same. And Sir I therefore take the liberty of applying to you for your sanction of the same and I shall be pleased to accept the terms therein stated. I should be pleased sir if you will allow me to gather moss from the South-east side of the Forest. Thanking you sir to give this your kind consideration.

I remain, &c.

(S<sup>d</sup>) Albert Cox.

tdf

[P. Baylis Esq.]

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W. Sydney  
T. O/S

*Schedule*

Dated  
27 February 1905

Forest of Dean.

E. Stafford  
Howard, Esq.

C.B. a

Commissioner  
of His Majesty's  
Woods &c.

to

Mr. Thomas

Watkins.

lease

of

Quarry No. 693

commencing

29 Sept. 1904

Term of Years 7

Expires 29 Sept 11

Certain Rent

£4 per annum

after 1st three

months of

term.

*Quarry assigned*

*by Watkins*

*to J. Brown 1910*

*by deed dated 31st 10*

*see file 8987*

This Indenture made the twenty seventh day of February

One thousand nine hundred and five **Between The Kings**

**Most Excellent Majesty** of the first part **Edward**

**Stafford Howard Esquire C.B.** Gaveler of the Forest of Dean

and the commissioner of His Majesty's Woods in charge of the

hereditaments hereinafter described of the second part and

**Thomas Watkins** of Bream near Lydney in the County

of Gloucester (hereinafter called "the Lessee") of the third part

**Witnesseth** that in consideration of the rent hereinafter

reserved and of the covenants hereinafter contained the said

Edward Stafford Howard as such Commissioner as aforesaid on

behalf of His Majesty **Doth** demise and lease unto the Lessee

**All** and singular the quarries beds and veins of stone within

all that stone quarry situate at Clearewell Meend in Parkend

Walk in the said Forest of Dean of the length of twenty yards

the head of the said quarry being at a distance of nine links

from the north east fence of a parcel of land numbered 568 on

the twenty five inch Ordnance Map and the south west corner

of the said quarry being at a distance of twenty five links

from the north west corner of the said parcel of land and

numbered 693 in the Deputy Surveyor's Quarry Lease Book

which quarry ground is more particularly delineated and

described on the plan drawn in the margin of these presents

and is thereon coloured red **To hold** the said Quarry unto the

Lessee from the twenty ninth day of September One thousand

nine hundred and four for the term of **Seven years**

**Yielding and paying** unto His Majesty His Heirs

and Successors therefor the rent of a peppercorn (if demanded)

for the first quarter of a year of the said term and thereafter

the clear yearly rent of **Four Pounds** such rent to be

paid to the Crown Receiver for the Forest of Dean on the

twenty ninth day of September in every year free from all

deductions (except Landlords Property Tax) **And** the Lessee

hereby covenants with His Majesty His Heirs and Successors

in manner following that is to say:-

1. To pay unto His Majesty His Heirs and Successors the said

rent hereby reserved at the time and in the manner hereinbefore

mentioned for payment thereof without any deduction or

abatement

abatement whatsoever (except as aforesaid)

2. To bear pay and discharge all and all manner of present and future taxes rates <sup>charges</sup> assessments impositions and outgoings of what nature or kind soever in respect of the said premises (except landlords Property Tax)

3. To abide by fulfil and keep all and singular the rules and regulations set forth in the Award of the Dean Forest Mining Commission relating to quarries in the said Forest made pursuant to the Act of Parliament 1<sup>st</sup> and 2<sup>nd</sup> Victoria Chapter 143.



the said term to cultivate the said the same or any part thereof for than as a stone quarry and not thereon except a cabin for sharpening implements which cabin shall not be used or occupied as for any purpose other than for sharpening necessary for working and carrying

in a proper and substantial manner to the all and singular the pits and openings made or worked under or by virtue of these presents within six months from the date hereof at each angle of the site of the said posts pales and other defences

be required by the lessor for the better defining and identifying the said quarry and for preventing cattle or other animals from trespassing thereon or injuring themselves and at all times during the said term to keep in good and substantial repair such boundary stones gates posts pales and other defences and not during the said term to fell stub cut tops or wilfully destroy spoil or damage any timber or other tree pollard sapling or young stone growing on or near the said premises or any part thereof.

6. To search for and dig forthwith stone from the said quarry with a sufficient number of able bodied quarrymen and workmen to work manage and carry on the said quarry in a fair workmanlike and proper manner to the satisfaction of the lessor.

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- abatement whatsoever (except as aforesaid)
2. To bear pay and discharge all and all manner of present and future taxes rates <sup>charges</sup> assessments impositions and outgoings of what nature or kind soever in respect of the said premises (except landlords Property Tax)
  3. To abide by fulfil and keep all and singular the rules and regulations set forth in the Award of the Dean Forest Mining Commissioners relating to quarries in the said Forest made pursuant to the Act of Parliament 1<sup>st</sup> and 2<sup>nd</sup> Victoria Chapter 43.
  4. Not at any time during the said term to cultivate the said Quarry hereby demised or use the same or any part thereof for any purpose whatsoever other than as a stone quarry and not to erect or make any building thereon except a cabin for sharpening or depositing therein quarrying implements which cabin shall not on any pretence or for any cause or reason be used or occupied as a dwellinghouse or for any purpose other than for sharpening and depositing therein implements necessary for working and carrying on the said quarry.
  5. To fence round in a proper and substantial manner to the satisfaction of the lessor all and singular the pits and openings which shall be made or worked under or by virtue of these presents and to erect and set up within six months from the date hereof all such boundary stones at each angle of the site of the said quarry and also all such gates posts pales and other defences around or about the said quarry as shall be necessary or as shall be required by the lessor for the better defining and identifying the said quarry and for preventing cattle or other animals from trespassing thereon or injuring themselves and at all times during the said term to keep in good and substantial repair such boundary stones gates posts pales and other defences and not during the said term to fell stub cut lop or wilfully destroy spoil or damage any timber or other tree pollard sapling or young stone growing on or near the said premises or any part thereof.
  6. To search for and dig forthwith stone from the said quarry with a sufficient number of able bodied quarrymen and workmen to work manage and carry on the said quarry in a fair workmanlike and proper manner to the satisfaction of the lessor.

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7. ~~Y~~ 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
8. At the end or sooner determination of the said term hereby granted to yield and deliver up to the lessor the quiet and peaceable possession of the Quarry in such order and condition as shall be satisfactory to the lessor.
9. Provided always and it is hereby agreed that it shall be lawful for the lessor or the lessee to determine the term hereby granted at the expiration of the first or any subsequent year thereof on giving notice in writing of such purpose to the other of them at least six calendar months before the expiration of such first or other subsequent year of the said term and if such notice shall proceed from the lessor the same may be delivered or sent by post to the lessee at his usual or last known place of residence or business and if the said notice shall proceed from the lessee the same may be sent by post to or left at the Office in London for the time being of the Commissioners of Woods.
10. Provided always that if the rent hereby reserved or any part thereof shall be in arrear for twenty days or if there shall be a breach of any of the covenants conditions or agreements in these presents contained or in any of the said rules and regulations annexed to the Award of the said Dean Forest Mining Commissioners hereinbefore mentioned which on the part of the lessee are or ought to be observed or performed or if a Receiver in Bankruptcy of his estate shall be appointed or a Receiving Order made against him or if any company formed for working the stone hereby demised shall be wound up or if the lessee shall either voluntarily or involuntarily do or suffer any act or thing whereby or in consequence whereof his interest in the premises hereby demised shall without such consent as aforesaid

become

become vested in any person whomsoever except by bequest or by representation then and in any of such cases it shall be lawful for the lessor into and upon the said demised premises or any part thereof in the name of the whole to reenter and the same premises to have again as in his former estate and in case of any such reentry there shall be payable by the Lessee to the Kings Majesty His Heirs and Successors in addition to any rent then due a proportionate part of the accruing rent for the then current year up to the day on which such reentry shall have been made.

11. Provided lastly and it is hereby agreed and declared that the term "lessor" herein means the Kings Majesty His Heirs Successors and Assigns or so long as the reversion of the demised premises is vested in the Crown the Commissioner or Commissioners of Woods or other the person or persons for the time being entitled by law to the management and direction thereof and that the term "lessee" shall include his executors administrators and assigns.

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 } E. Stafford Howard. C.S.  
in the presence of Chas E. Howlett,  
Office of Woods, 1 Whitehall Place, London. S.W.

Signed sealed and delivered by the  
above named Thomas Watkins in the } Thomas Watkins C.S.  
presence of Frederick Brown,  
Boebush Road, Coleford, Gloucestershire. Accountant.

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.

16<sup>th</sup> March, 1905.

J. H. Overend.  
Assistant to the Keeper of the Records

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Schedule 1905

Extraordinary  
Tithe Acts  
1886 & 1897

Extraordinary Tithe Acts, 1886 & 1897.

Parish of Boundary Binstead County  
of Southampton.

Binstead -  
Southampton

Certificate of Redemption.

(Copy)  
Certificate  
of  
Redemption  
of Rentcharge  
on No. 24  
dated 23<sup>rd</sup>  
February  
1905.

(Sd.) J. G. Lloyd.

Board of  
Agriculture  
and Fisheries

2 March  
1905.

Whereas under the Extraordinary Tithe Acts 1886 and 1897, the lands situate in the Parish of Binstead in the County of Southampton the particulars whereof are specified in the Schedule hereto, are charged with the payment of an annual Rentcharge ~~in lieu of the Extraordinary charge~~ of Ten shillings and five pence in lieu of the Extraordinary charge on the said lands And whereas it has been proved to the Board of Agriculture and Fisheries that the sum of Thirteen pounds being the amount of the capital value of the said Extraordinary Charge has been duly paid by Edward Stafford Howard Esq. C.B. Commissioner of His Majesty's Woods Forests and Land Revenues in respect of the said Rentcharge NOW therefore the Board of Agriculture and Fisheries pursuant to the powers vested in them by the Board of Agriculture Act 1889, and the Extraordinary Tithe Acts 1886 and 1897 Do hereby certify that the said Rentcharge is redeemed and that the lands described in the Schedule hereto are hereby absolutely freed and discharged from the charge from the date of the next half yearly payment. In witness whereof the Board of Agriculture and Fisheries have hereunto set their Official Seal this twenty third day of February One thousand nine hundred and five.

(Sd.) J. G. Craigie.  
L.S. Assistant Secretary.

The

The Schedule above referred to.

Extract from the Certificate of Capital Value, or Instrument of altered apportionment.

Landowner.	Description of Farm or Parcel of Land.	Number on Map.	Area of Farm or Parcel.	Capital Value of the Farm.	Resulting annual 4 per cent Rentcharge.	Remarks.
			Aeres.	£	£. s. d.	
Legge Rev. A. G.	Blacknest.	24.	8	13	.. 10. 5.	The Rentcharge is payable to the Incumbent of the Parish.

New Forest. F. 487. Transferred to Major A. H. Noice  
 Transferred to Miss Helen Office of Woods  
 Easements. Dr. Harvey W. L. B. 29. p. 110. 1 Whitehall Place, S.W.  
 1st March, 1905  
 New Forest. File 4173<sup>10</sup>  
 Easements.

Rev. Canon Howard.  
 The Deputy Surveyor of the New Forest has forwarded to this Office your application for permission to make a new entrance and approach road and to reform the track leading thereto in connection with a property belonging to you at Godshill in the New Forest.

In reply I am directed by Mr. Stafford Howard to state that he is willing to give you permission during the pleasure of this Department to make and maintain a new entrance and approach road and to reform and maintain the track leading thereto in the position shown by red colour on the enclosed tracing upon the terms and conditions following viz.:-

1. An acknowledgment of 10/- per annum is to be paid to the Deputy Surveyor in advance on the 5th January in each future year during the continuance of this permission the first payment in respect of the year to 5th January 1906 to be made on the acceptance of this offer.

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2. In the event of this permission being determined the entrance is to be closed up and the surface of the soil is to be restored to its original condition to the satisfaction of the Deputy Surveyor.

If this offer is accepted I am to request that you will remit the sum of 10/- to the Hon. G. W. Lascelles, the Kings House, Lyndhurst, and return to this Office the enclosed letter signed and dated.

I am, &c.

(Sd.) Chas. E. Howlett.

Rev. Canon Steward.

F. 487.

The Close,  
Salisbury.  
6 March 1905

New Forest.

File 4173<sup>10</sup>.

Sir,

I beg to accept the offer contained in your letter of the 1<sup>st</sup> March 1905 of permission to make and maintain during the pleasure of your Department a new entrance and approach road and to re-form the track leading thereto at Godshell as shown on the plan that accompanied your letter and I agree to pay the acknowledgment and to observe the conditions therein specified.

I am, &c.

(Sd.) Edward Steward.

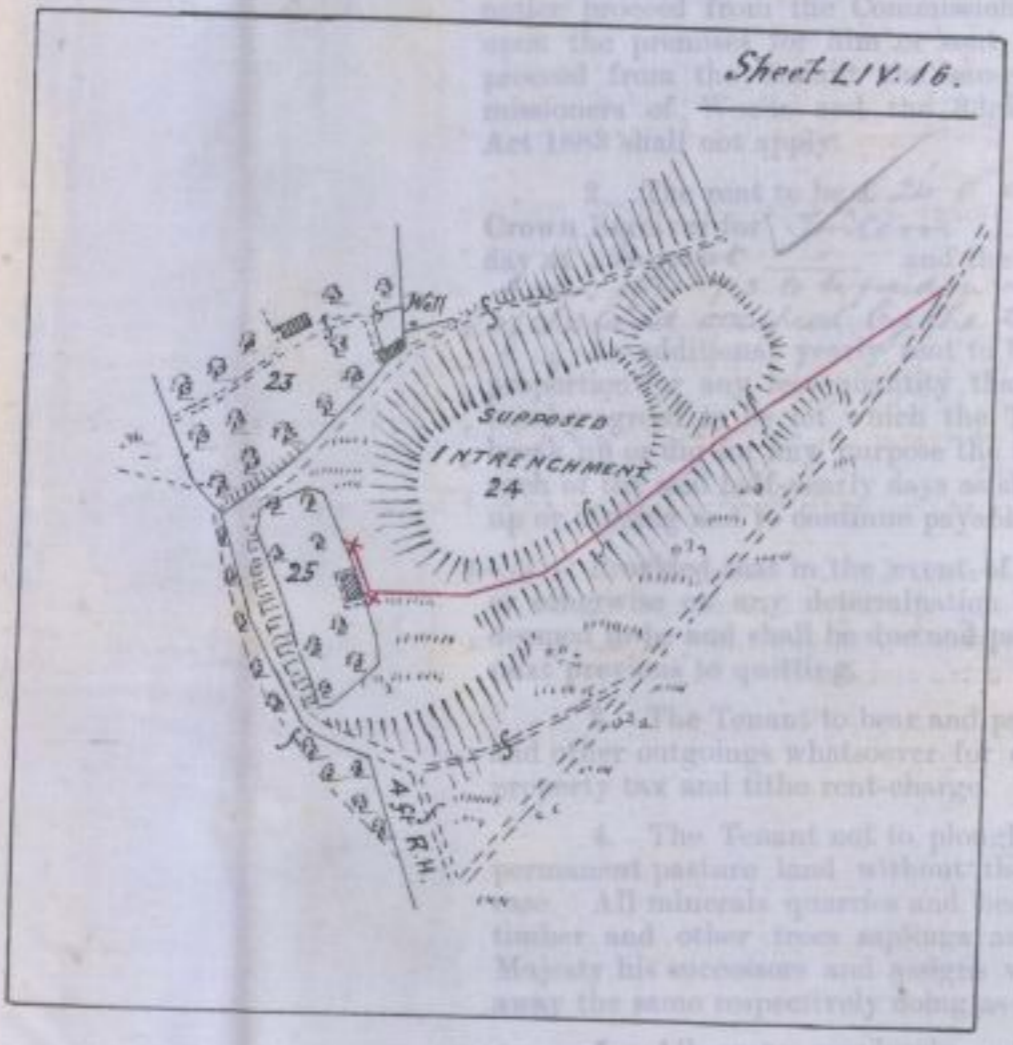
E. Stafford Howard, Esq. CB.

*Copy Tintern Estate*

**Agreement** made this *17<sup>th</sup>* day of *February*, 1905,  
BETWEEN THE KING'S MOST EXCELLENT MAJESTY of the first part;  
EDWARD STAFFORD HOWARD, Esquire, C.B., a Commissioner of His  
Majesty's Woods, of the second part, and *John Robbins of the New*  
*Mills, Penalt, near Monmouth*

(hereinafter called "the Tenant,") of the third part.  
WHEREBY the said EDWARD STAFFORD HOWARD as such Commissioner agrees  
to let to the Tenant who agrees to take from year to year on the terms and subject  
to the conditions and reservations following the farm lands and tenement known as  
*Penalt Corn Mill* situate in the  
Parishes of *Penalt & Frellick*  
and County of *Monmouth* and containing *22 a. 1 r. 12 p.*  
or thereabouts more particularly described in the Schedule hereto and delineated and  
colored red on the plan hereto.

1. The tenancy to commence on the *2<sup>nd</sup>* day of *February* 1905  
and to continue yearly until the Commissioner or Commissioners for the time being of  
the premises (hereinafter called the Commissioner) or  
the Tenant determine the same by six months' previous notice in writing AND if such  
notice be given from the Commissioner the same may be given to the Tenant or left  
by registered post and if such notice shall  
be left at the local Office of the Com-  
mission of the Agricultural Holdings (England)



per annum, payable Half-yearly to the  
on the *Second*  
day of *February*  
on the *2<sup>nd</sup>* day of *February* 1905 in respect  
of the *29* September 1905  
and so in  
of twenty pounds for each acre (and so in  
acre) of meadow or permanent pasture land  
shall without the required consent plough  
payment of such additional rent to be made on  
first happen after any such ploughing breaking  
the residue of the tenancy.  
Tenant leaving after giving or receiving notice  
the tenancy the last half-year's rent shall be  
on the *3<sup>rd</sup>* day of *November*

2. The Tenant to bear and pay all parliamentary parochial and other rates taxes  
in respect of the said premises except Landlord's

3. The Tenant not to plough or break up or dig for any purpose any meadow or  
permanent pasture land without the consent in writing of the Commissioner in each  
year. All minerals quarries and stone gravel or sand and also all woods and all  
timber and other trees and underwood and brushwood are reserved to His  
Majesty his successors and assigns with full power to get work cut fell stack and carry  
away the same respectively doing as little damage as the nature of the case may admit.

4. All game woodcocks snipe fish and wildfowl on the premises and the  
exclusive right of sporting on the same premises are reserved to His Majesty his  
successors and assigns but subject to such concurrent rights as  
the Tenant may if he thinks fit exercise under the provisions of the 43rd and 44th  
Victoria chapter 47.

5. The Tenant to manage all the land in a good and husbandlike manner and not  
to mow any portion of the meadow or permanent pasture land more than once in any one  
year.

6. The Tenant to keep the inside of all farm houses and buildings in good  
repair and condition and the windows properly glazed and mended and also to keep in  
good and substantial repair all gates fences ditches and embankments of watercourses  
and to keep open all drains outfalls and watercourses. Tenant to haul free of charge all  
materials needful for repairing all farm houses and buildings in his occupation.

7. The Tenant at all times to live in the dwelling house and not to underlet or  
part with the possession thereof or of the lands or premises or of any part thereof.

8. The Tenant to feed and consume on the premises all hay and other consumable  
produce and to carry out and spread all manure arising therefrom on the land.

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*Copy Tintern Estate*

**Agreement** made this *17<sup>th</sup>* day of *February*, 1905.

BETWEEN THE KING'S MOST EXCELLENT MAJESTY of the first part;  
EDWARD STAFFORD HOWARD, ESQUIRE, C.B., a Commissioner of His  
Majesty's Woods, of the second part, and *John Robbins of the new*  
*Mills, Penalt, near Monmouth*

(hereinafter called "the Tenant,") of the third part.  
WHEREBY the said EDWARD STAFFORD HOWARD as such Commissioner agrees  
to let to the Tenant who agrees to take from year to year on the terms and subject  
to the conditions and reservations following the farm lands and tenement known as  
*Penalt Corn Mill* situate in the  
Parishes of *Penalt & Trellech*  
and County of *Monmouth* and containing *22 a. 1 r. 12 p.*  
or thereabouts more particularly described in the Schedule hereto and delineated and  
colored red on the plan hereto.

1. The tenancy to commence on the *2<sup>nd</sup>* day of *February* 1905  
and to continue yearly until the Commissioner or Commissioners for the time being of  
His Majesty's Woods in charge of the premises (hereinafter called the Commissioner) or  
the Tenant determine the same by six months' previous notice in writing AND if such  
notice proceed from the Commissioner the same may be given to the Tenant or left  
upon the premises for him or sent to him by registered post and if such notice shall  
proceed from the Tenant the same shall be left at the local Office of the Com-  
missioners of Woods and the 33rd Section of the Agricultural Holdings (England)  
Act 1883 shall not apply.

2. The rent to be *£ 24 0 0* per annum, payable Half-yearly to the  
Crown Receiver for *Tintern* on the *second*  
day of *August* and the *second* day of *February*  
*A sum of £ 7 5 to be paid in addition on the 2<sup>nd</sup> February 1905 in respect*  
*of the land occupied by the tenant since the 29 September 1904.*  
An additional yearly rent to be paid of twenty pounds for each acre (and so in  
proportion for any less quantity than an acre) of meadow or permanent pasture land  
hereby agreed to be let which the Tenant shall without the required consent plough  
break up or dig for any purpose the first payment of such additional rent to be made on  
such of the said half-yearly days as shall first happen after any such ploughing breaking  
up or digging and to continue payable during the residue of the tenancy.

Provided that in the event of the Tenant leaving after giving or receiving notice  
or otherwise on any determination of the tenancy the last half-year's rent shall be  
deemed to be and shall be due and payable on the *2<sup>nd</sup>* day of *November*  
next previous to quitting.

3. The Tenant to bear and pay all parliamentary parochial and other rates taxes  
and other outgoings whatsoever for or in respect of the said premises except Landlord's  
property tax and tithe rent-charge.

4. The Tenant not to plough or break up or dig for any purpose any meadow or  
permanent pasture land without the consent in writing of the Commissioner in each  
case. All minerals quarries and beds of stone gravel or sand and also all woods and all  
timber and other trees saplings and underwood and brushwood are reserved to His  
Majesty his successors and assigns with full power to get work cut fell stack and carry  
away the same respectively doing as little damage as the nature of the case may admit.

5. All game woodcocks snipes fish and wildfowl on the premises and the  
exclusive right of sporting on the same premises are reserved to His Majesty his  
successors and assigns but subject as to hares and rabbits to such concurrent rights as  
the Tenant may if he thinks fit exercise under the provisions of the 43rd and 44th  
Victoria chapter 47.

6. The Tenant to manage all the land in a good and husbandlike manner and not  
to mow any portion of the meadow or permanent pasture land more than once in any one  
year.

7. The Tenant to keep the inside of all farm houses and buildings in good  
repair and condition and the windows properly glazed and mended and also to keep in  
good and substantial repair all gates fences ditches and embankments of watercourses  
and to keep open all drains outfalls and watercourses. Tenant to haul free of charge all  
materials needful for repairing all farm houses and buildings in his occupation.

8. The Tenant at all times to live in the dwelling house and not to underlet or  
part with the possession thereof or of the lands or premises or of any part thereof.

9. The Tenant to feed and consume on the premises all hay and other consumable  
produce and to carry out and spread all manure arising therefrom on the land.

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2. In the event of this permission being determined the entrance is to be closed up and the surface of the road to be restored  
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10. The Commissioner reserves the power of taking at any time after the expiration of one month's notice given to the Tenant any portion of the land for planting or building or quarrying or enclosing or any improvement allowing the tenant a proportionate reduction from the rent for every acre or part of an acre so taken and making reasonable compensation for damage to any growing crop.

11. The Tenant at the expiration of his tenure to be allowed the use of and such part of the sheds and fold as may be assigned by the Commissioner to feed his cattle and consume the hay straw and other produce of the farm until the 1st day of May next after the expiration of his tenure he leaving the dung and manure arising therefrom on the premises and all other arrangements between the outgoing Tenant and the incoming Tenant or the Commissioner to be settled according to the custom of the country which custom the Tenant hereby declares to be fair and reasonable subject nevertheless to the conditions and stipulations contained in these presents so far as such conditions and stipulations extend.

12. Any compensation to which the Tenant shall be entitled on quitting his tenancy for improvements comprised in parts 2 and 3 of the First Schedule to the Agricultural Holdings Act 1900 which at the determination of the tenancy shall be unexhausted to be assessed on the scale of compensation for unexhausted improvements drawn up by the Monmouthshire Chamber of Agriculture in 1903 or any modification thereof which may be made from time to time by such Chamber and adopted at a General Meeting and all other claims (other than for rent) which either the Landlord or Tenant may be entitled to make against the other of them under these presents or otherwise if not agreed to be settled by two Arbitrators or their Umpire in conformity with the provisions for Arbitration under the Agricultural Holdings Act 1900 and to have a like effect as an Arbitration under such Act.

13. The Commissioner to have a right of re-entry on non-payment of the rent for twenty-one days whether legally demanded or not or on breach of any of the Tenant's Agreements.

14. In case the Tenant shall become bankrupt or make any assignment of his effects or in case any execution shall be levied upon his goods and chattels the Commissioner shall have the power to take possession of the whole of the land and premises the subject of this agreement without any notice to quit being served and in such case this agreement shall become null and void and the Commissioner shall have immediate possession of the whole taking but shall be entitled to claim and recover rent up to the time at which possession is taken.

And the said EDWARD STAFFORD HOWARD doth hereby direct that this Deed shall be deemed to be fully and sufficiently inrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Inrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Inrolments.

AS WITNESS the hands of the said parties.

WITNESS to the Signature of the said EDWARD STAFFORD HOWARD } (sd) E. Stafford Howard

Morton Evans  
C. W. H.  
Whitehall Place

WITNESS to the Signature of the said

John Robbins } (sd) John Robbins

W. J. Yarr  
Brown Office  
Monmouth  
Land Agent's Assistant

Mon O 5 xiv 16  
1901 Edit?  
Green N<sup>o</sup>s 1881 Edit?



THE SCHEDULE hereinbefore referred to.

No. of Map.	No. on Map.	Description of Land or Building.	Area.		
			A.	R.	P.
XIV 16	943	Brake			16
"	948	Cottage and Orchard			39
"	949	Pasture		1	34
"	950	Arable		3	21
"	958	Pasture		2	30
"	959	"	2	0	19
"	963	Fern		1	6
"	1003	Pasture		1	12
"	1004	- " -		2	21
"	1005	Mill Stream			27
"	1006	Mill, Brake and Pasture	1	0	9
"	1007	Pasture		1	30
"	1008	House and Garden			39
"	1010	Pasture	1	3	6
"	1015	- " -	1	2	31
"	1030	Arable		2	4
"	1032	Pasture	2	0	10
V. 1618 13	1035	Brake and Wood	3	3	18
XIV 16	1036	Wood	1	0	10
"	53	Arable	1	3	19
"	62	Fern	1	1	32
"	76	Brake			8
"	77	- " -		1	0
"	pt 966	Mill Race			11
			22	1	12

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.

20/2/03

*(Signature)*  
 Asst. to the Keeper of the Records.

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2. In the event of this permission being determined the entrance is to be closed

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Agreement for letting and

AND

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

Dated

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by  
Latham  
T.O/S

Dated 190

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

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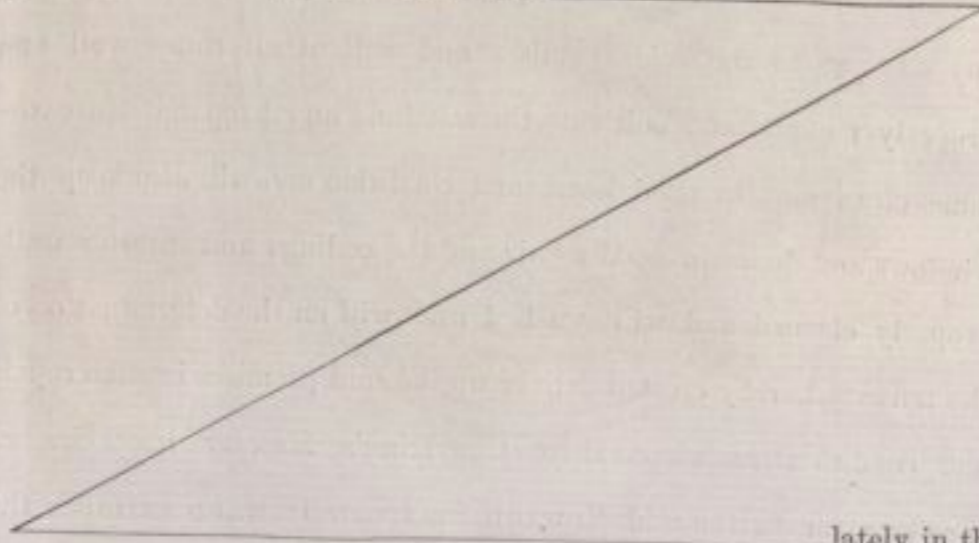
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DEAN FOREST.

Articles of Agreement made the  
*26<sup>th</sup>* day of *February* One Thousand  
nine hundred and *five* Between THE KING'S  
MOST EXCELLENT MAJESTY of the first part EDWARD  
STAFFORD HOWARD Esquire C.B. a Commissioner of His  
Majesty's Woods Forests and Land Revenues of the second part and

*William Hughes Junior of Cliffe Cottage, Symonds Yat, Symonds Yat*  
(hereinafter called "the said Tenant") of the third part  
*Glos*

THE said EDWARD STAFFORD HOWARD as such Commissioner  
as aforesaid on behalf of His Majesty hereby agrees to let to the said  
tenant who hereby agrees with His Majesty to take and rent as tenant  
to His Majesty ALL THAT *disused Lime Kiln, together*  
*with a piece of land adjoining the same*  
*situate at Symonds Yat in the County*  
*of Gloucester and coloured red on the*  
*plan annexed hereto*



\_\_\_\_\_ lately in the  
occupation of *William Williams*  
together with the fixtures therein TO HOLD the same hereditaments  
to the said tenant from the *1<sup>st</sup>* day of *January* 1905

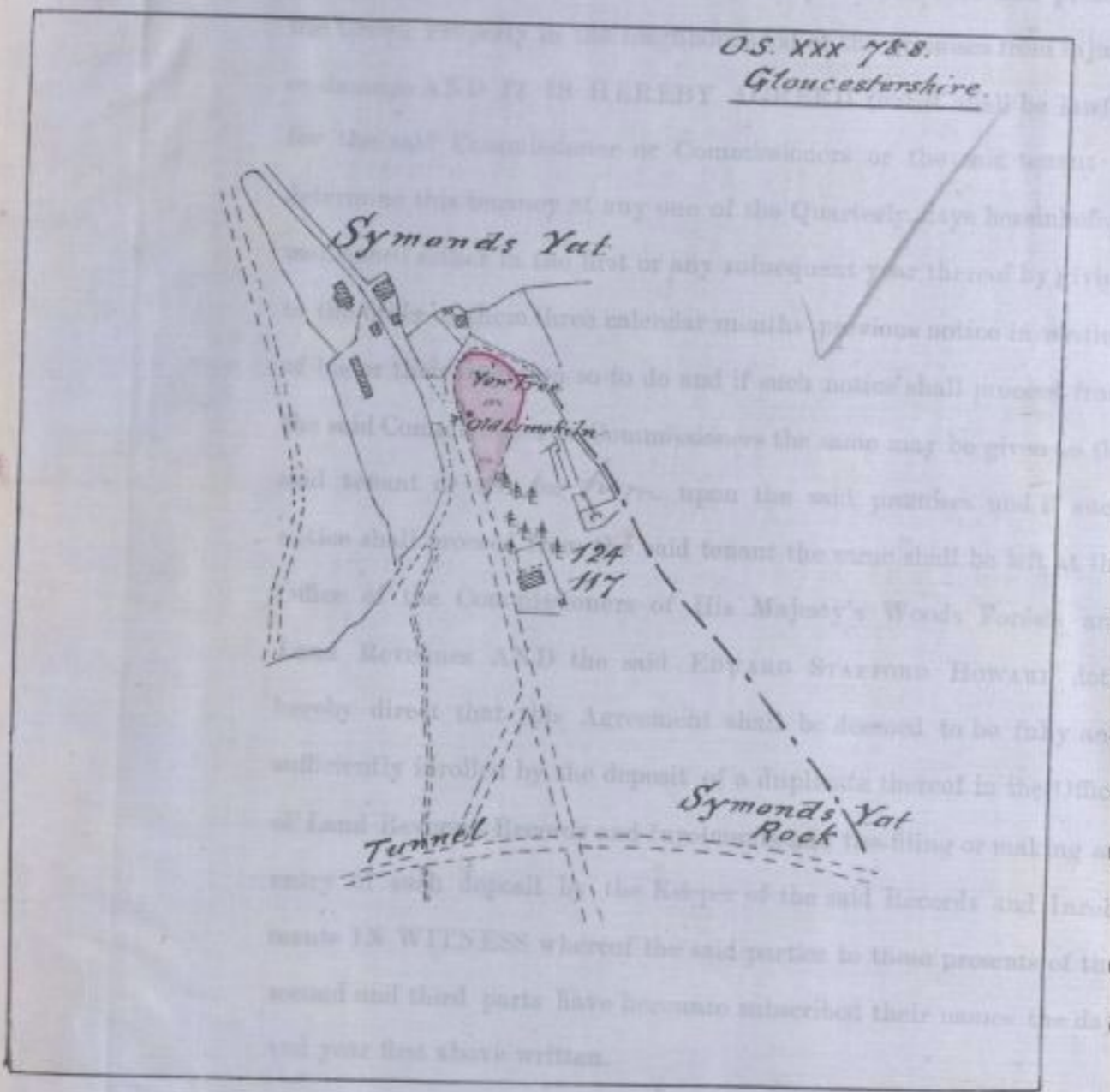
*Inrolled 3<sup>rd</sup> March 1905*

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as tenant from year to year (the tenancy being however determinable  
 as after mentioned) at the yearly rent of *One pound* ~ ~  
 to be paid to *the Deputy Surveyor of Dean Forest* ~  
 free from all taxes rates and deductions whatsoever (except Landlord's  
 property tax) by equal Quarterly payments on the *first* ~  
 day of *January* ~ the *first* ~ day of  
*April* ~ the *first* ~ day of *July* ~  
 and the *first* ~ day of *October* ~ in every year  
 the first Quarterly payment to be due on the *first* ~  
 day of *April 1905* ~ AND the said tenant  
 hereby agrees that he will pay to the King's Majesty the said yearly  
 rent of *One pound* ~ on the days  
 and in the manner aforesaid And will also pay the land tax sewer  
 rates and all other rates taxes and assessments whatsoever  
 (except the Landlord's property tax) now or hereafter to be imposed  
 in respect of the said premises Together with a proportionate part  
 thereof for the period which shall elapse between the Quarterly day  
 of payment next preceding the expiration of the said tenancy and the  
 day on which the same shall expire AND also will not do or suffer  
 any damage to the said premises and will <sup>*not at any time use the said*</sup> ~~at all times well and~~  
~~premises or any part thereof for the purpose of burning lime and will~~  
~~properly manage and cultivate the said land and~~ <sup>*keep and leave the*</sup>  
 same clean and in good heart and condition ~~and will also keep the~~  
~~windows and doors in good repair and the ceilings and interior walls~~  
~~properly cleaned and whitewashed~~ and will on the determination of  
 the tenancy hereby created deliver up the said premises in such repair  
 and condition as aforesaid to the King's Majesty his heirs or  
 successors or to the said EDWARD STAFFORD HOWARD or other the  
 Commissioner or Commissioners for the time being of His Majesty's  
 Woods Forests and Land Revenues having the management of the  
 said premises (hereinafter called "the said Commissioner or Com-  
 missioners") or to whom he or they may appoint AND will permit

the said Commissioner or Commissioners or his or their agent at any time or times during the said tenancy to enter into and inspect the state and condition of the said premises and to execute any works thereon or to place thereon any notice AND the said tenant further



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

*Ed* E. Stafford Howard

Signed by the above-named  
*William Hughes*  
*Alb Beaumont*  
in the presence of

*Wm* William Hughes  
*Alb Beaumont*

*Henry Jones*  
*Marion's Lodge*  
*Head Brown Woodman*  
*Glo*

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

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

*Ed. Stafford Howard*

Signed by the above-named  
*William Hughes*  
~~*H. B. Beaumont*~~  
in the presence of

*William Hughes*  
~~*H. B. Beaumont*~~

*Henry Jones*  
*Marion Fodge*  
*Head brown Woodman*  
*glo*

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DEAN FOREST.

Dated 190 .

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

&c.,  
AND

AGREEMENT for letting

on a Yearly Tenancy from the  
190 .

Rent £ . per Annum.

W B & L (S) - 27730 - 100-12-4

Sched 1901

No. 39

TINTERN ESTATE.

File 6019.

To all to whom these presents shall come EDWARD STAFFORD HOWARD Esquire C.B. the Commissioner of Woods in charge of the Land Revenues of the Crown in the County of Monmouth on behalf of the King's Most Excellent Majesty SENDETH GREETING

WHEREAS the ~~message~~ lands and hereditaments hereinafter more particularly described and intended to be hereby conveyed are hold of His Majesty in right of His Crown by \_\_\_\_\_

\_\_\_\_\_ of \_\_\_\_\_ at the Cot rent of £ \_\_\_\_\_ per annum AND WHEREAS the

said EDWARD STAFFORD HOWARD as such Commissioner as aforesaid hath contracted with ~~the said~~ Alfred Madley Labourer Park House Trelleck in the County of Monmouth \_\_\_\_\_ for the sale to him \_\_\_\_\_ of the said premises for the sum

of *one hundred + fifty pounds* \_\_\_\_\_

NOW KNOW YE that in consideration of the sum of £ 150 \_\_\_\_\_

by the said *Alfred Madley* \_\_\_\_\_

paid to the said EDWARD STAFFORD HOWARD as such Commissioner as aforesaid before the execution of these presents (the receipt whereof the said EDWARD STAFFORD HOWARD doth hereby acknowledge) the

said EDWARD STAFFORD HOWARD on behalf of His Majesty and under the powers of the Crown Lands Acts 1829 to 1894 doth by these

presents grant and convey unto the said *Alfred Madley* \_\_\_\_\_ and his \_\_\_\_\_ heirs All that are

*three* piec<sup>or</sup> parcel of land and premises \_\_\_\_\_

DEAN FOREST.

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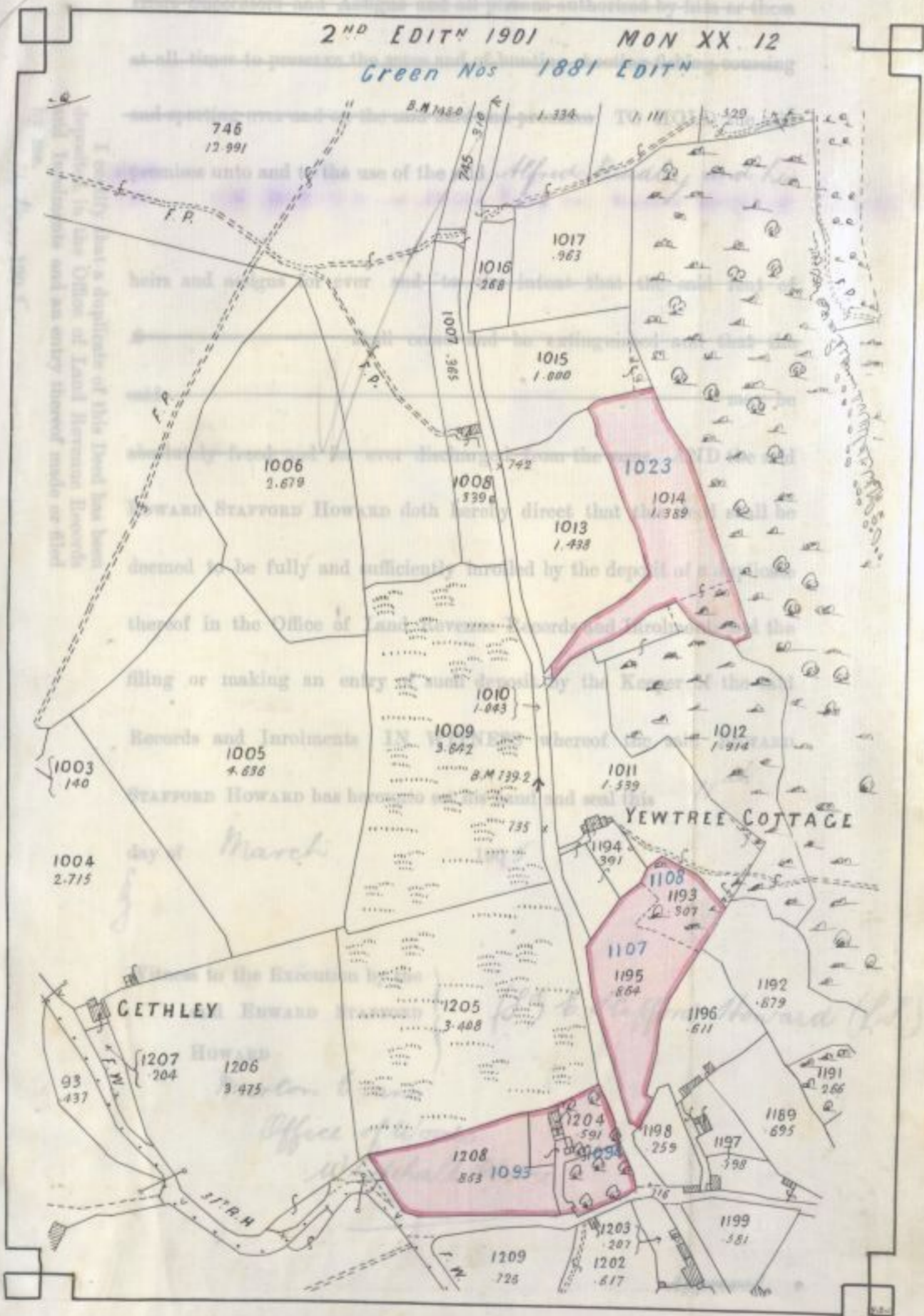
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containing <sup>a r t</sup> together  $\frac{1}{4}0\text{-}2$  or thereabouts situate at *Parkhouse near Trellech*  
in the County of Monmouth

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



*2. 10. 1901*



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~~Wild Fowl Rabbits and Fish with the exclusive right for His Majesty His Heirs Successors and Assigns and all persons authorised by him or them at all times to preserve the same and of hunting shooting fishing coursing and sporting over and on the said land and premises~~ TO HOLD the said

premises unto and to the use of the said *Alfred Madley and his*

~~heirs and assigns for ever and to the intent that the said rent of £ \_\_\_\_\_ shall cease and be extinguished and that the said \_\_\_\_\_ may be~~

~~absolutely freed and for ever discharged from the same~~ AND the said EDWARD STAFFORD HOWARD doth hereby direct that this deed shall be

deemed to be fully and sufficiently inrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Inrolments and the

filing or making an entry of such deposit by the Keeper of the said Records and Inrolments IN WITNESS whereof the said EDWARD

STAFFORD HOWARD has hereunto set his hand and seal this *11<sup>th</sup>*

day of *March* 190*5*.

Witness to the Execution by the  
said EDWARD STAFFORD  
HOWARD } *(Sd) E. Stafford Howard (L.S.)*  
*Morton Evans*  
*Office of Woods*  
*Whitehall Place*

*Approved.*

I certify that a duplicate of this Deed has been deposited in the Office of Land Revenue Records and Inrolments and an entry thereof made or filed by me. *11<sup>th</sup> Nov. 1905.*

*Kansas of the Nevada*



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