



11th
nine hundred
MOST
STAFF

Majesty
J. T. A.
(hereinafter)

as aforesaid
tenant
to His
Majesty
situation
of the
containing
colours

occupy
together
to the

copy
Abbotswood Estate
DEAN FOREST.

11th **Articles of Agreement** made the
day of *August* 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

Frank Howells (Assistant Crown Woodman)
(hereinafter called "the said Tenant") of the third part

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 *House, garden and*
Meadow land known as Sutton Lodge
situate at Sutton Bottom in the Forest
of Dean in the county of Gloucester
containing about 5a. 2r. 25p. and
coloured red on the plan annexed hereto

_____ lately in the
occupation of _____

together with the fixtures therein TO HOLD the same hereditaments
to the said tenant from the *23rd* day of *February* 1905

Enrolled 17th August, 1905

435

Colledge or Dwelling House

intern

*may
be
used by
town*

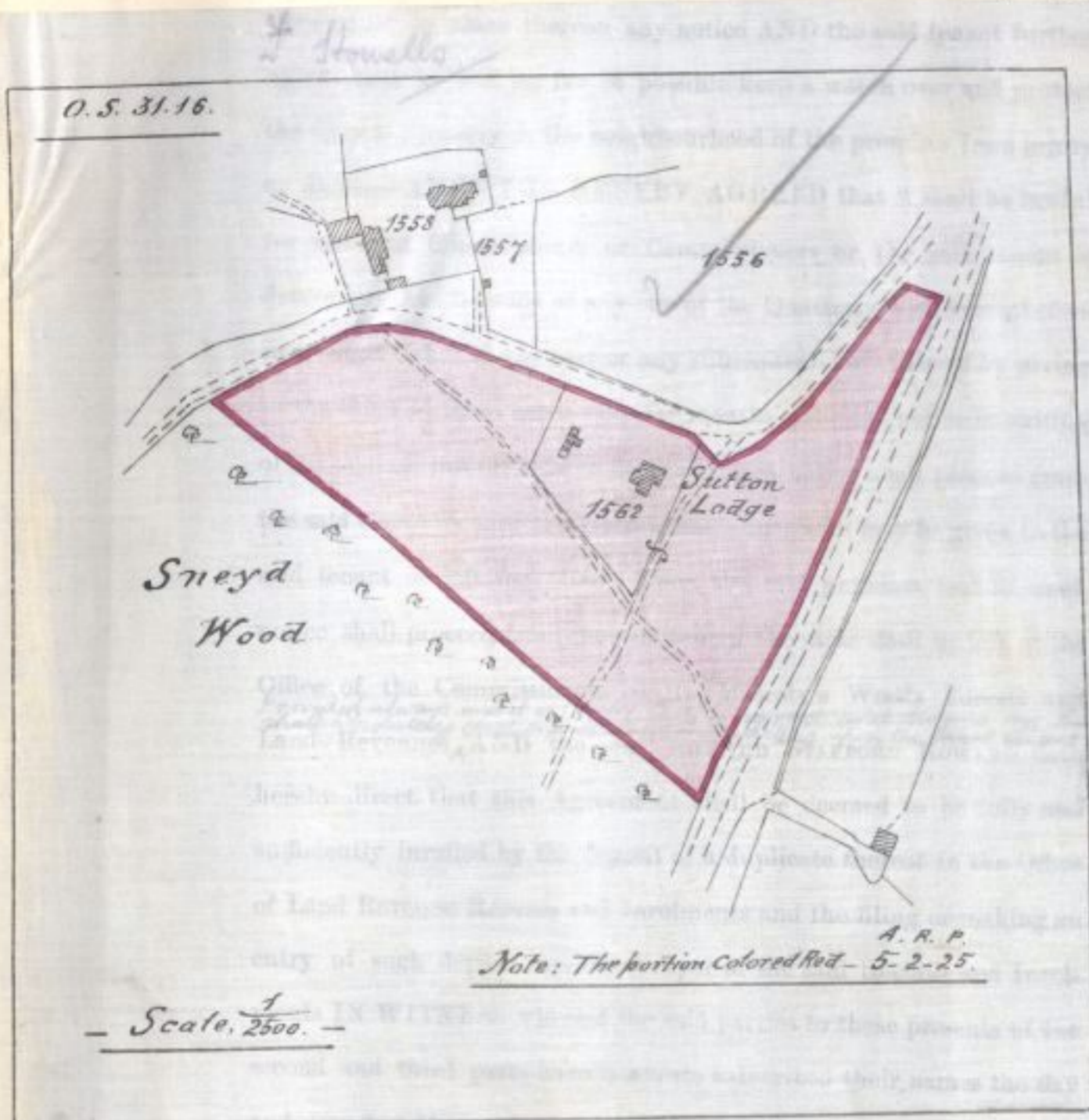
*Lot
TS*

as tenant from year to year (the tenancy being however determinable as after mentioned) at the yearly rent of *2/-* for the period to *5th April 1905* and thereafter at the yearly rent of *£4.0.0* 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 *fifth* day of *January* the *fifth* day of *April* the *fifth* day of *July* and the *tenth* day of *October* in every year the first *Quarterly* payment ~~to be due~~ *of 2/- and 1/- having become* *fifth day of April and the* *fifth* day of *July 1905*. AND the said tenant hereby agrees that he will pay to the King's Majesty the said yearly rent of *Four pounds* on the days and in the manner aforesaid And will also pay the land tax sewer rates and all other rates taxes 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 at all times well and properly manage and cultivate the said land and keep and leave the same clean and in good heart and condition and will also keep the 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 Commissioners") or to whom he or they may appoint AND will permit

0.3

Signe
Ed
in tSigne
X
in t

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



Cottage or Dwelling House

stern

*may
be
used by
own*

*Lot
TS*

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

Edgar Stafford Howard
Morrbury Castle
Esq.
Barrister-at-law.

Ed *E. Stafford Howard*

Signed by the above-named
~~Frank~~ *Howells*
in the presence of

Edward Allford.
Danby Lodge.
Forest Keeper.
Dear Forest.

Ed *Frank*
Howells

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

algar Stafford Howard
Morrbury castle
Esq.
Barrister-at-law.

Ed *E. Stafford Howard*

Signed by the above-named
Frank
~~Edward~~ *Howells*
in the presence of

Edward allford.
Danby Lodge.
Forest Keeper.
Dear Forest.

Ed *Frank*
Howells

collage or dwelling house

return

tenancy coming to be employed by the Crown

lot
TS

1118 20
Wood
2000
2000

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.



copy

Agreement made the ~~fourth~~ ^{sixth} day of

~~February~~ ^{May} 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 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 Allen of Barbados Tintern County Council, Roadman

(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~~ ^{that cottage or dwelling house}
~~cottage~~ and parcels of land being *nos 167, 168*
169, 179, 180 and part 181 on Ordnance Sheet XXI/13
containing together about 3 0 2 and
situate at Barbodes Hill in the parish of that Hill Tintern
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 *29th*
day of *September 1904* as Tenant from year to year (determinable
as hereinafter mentioned) at the yearly rent of *£70 0*
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 *25th* day of *March* and the *29th*
day of *September* in every year the first half yearly
payment to be due on the *25th* day of *March*
19 *05* 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
seven pounds on the days and in the manner
aforesaid

Lot
T3

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 25th day of March or the 29th day of September 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 that the buildings on the premises are not to be used for human habitation but only as a cattle shed or sheds.

and all other rates taxes
as aforesaid) now or
aid premises Together
period which shall elapse
preceding the expiration
same shall expire.

and drains on the said
not to do or suffer to be
s and at all times well
said land and keep and
condition and also to keep
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the determination of the
premises in such good
aid Commissioner.

with the possession of the
the previous consent in

or his Agent at any time
to and inspect the state
ecute any works thereon

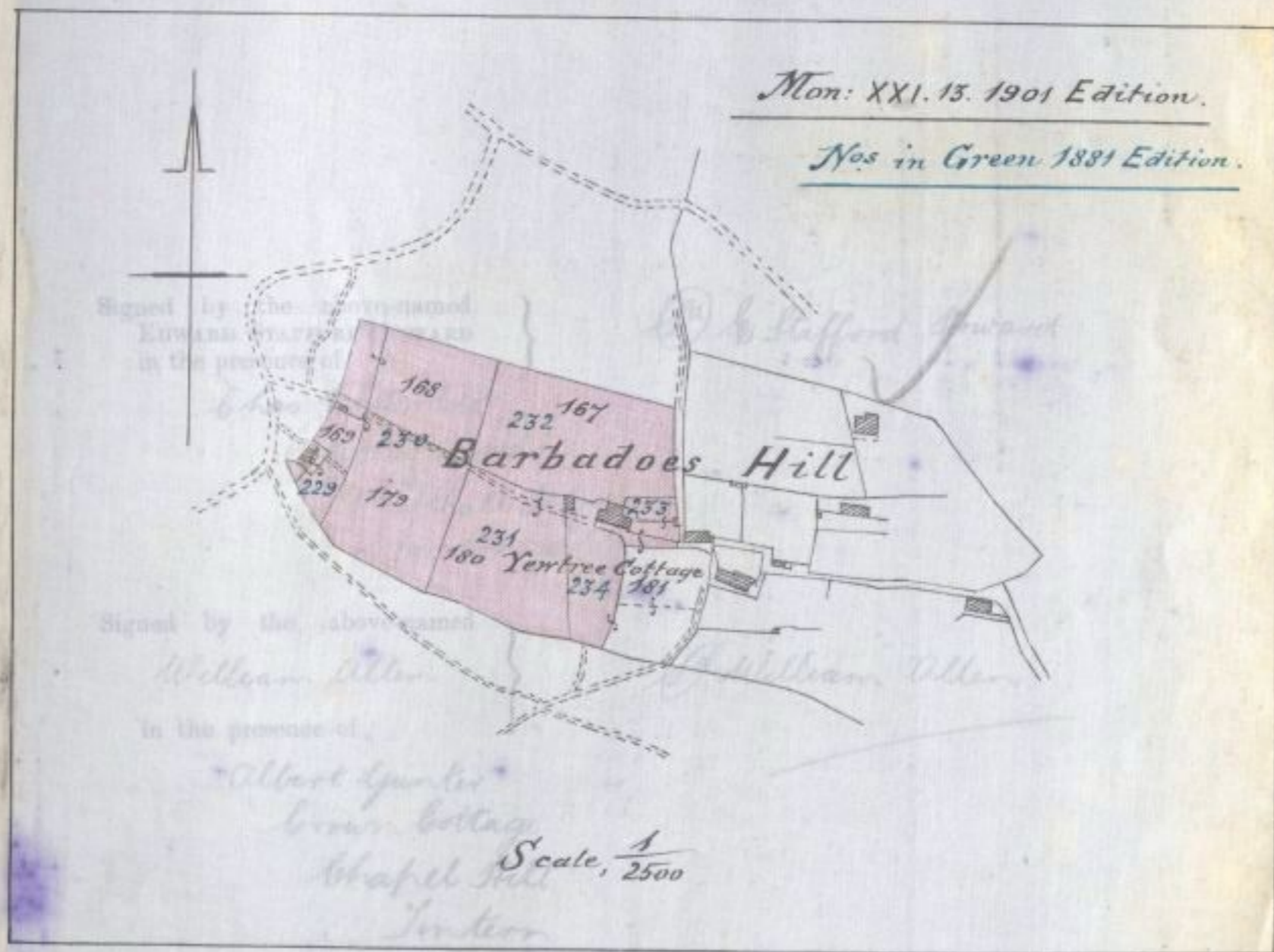
that six months' notice to
or
n any year may be given
and if such notice shall
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o him by registered post
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ne Office in London or at

that the said Commissioner
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breach or non-observance

that the buildings on 0.3.169
on but only as a

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.



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.

8th May 1905

G. H. Overend

Asst to: Keeper of the Records.

Lot
TS

and all other rates taxes
t as aforesaid) now or
aid premises Together
eriod which shall elapse
preceding the expiration
same shall expire

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.

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

Ed Stafford Howard

*Chas G Howlett,
Office of Woods,
Whitehall Place,
London SW*

Signed by the above-named

William Allen

Wm William Allen

in the presence of

*Albert Junter
Brown Cottage
Chapel Hill
Tintern*

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.

J 8th May 1905

G. H. Overend

Asst to: Keeper of the Records.

to him by registered post
Tenant the same shall be
ne Office in London or at

that the said Commissioner
erment of the rent for 21
breach or non-observance

that the buildings on 01.169
on but only as a

*Lot
TS*

Dated

19

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

&c.,
AND

AGREEMENT for letting

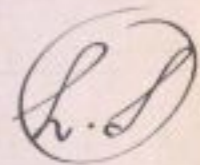
on a Yearly Tenancy from the


Rent £ _____
per Annum.

W B & L (3) - 20282 - 250-44



premises conveyed
 dated the twenty sixth
 and eighty and made
 the Vendor of the other
 premises unto His Majesty
 in Subject to and with
 And the said Edward
 Deed shall be deemed
 as if of a duplicate
 and Inrolments and
 as if by the Keeper of
 the Records whereof the said
 parts have hereunto
 in first above written.

vis. 

Lord Howard 

Deed has been deposited
 and Inrolments and an

er.
 per of the Records.

L.S.
 T.S.

File 6085.

Dated
8th August
1905

County of
Wormouth.

Miss Fanny
Davis
to
The Kings
Most
Excellent
Majesty

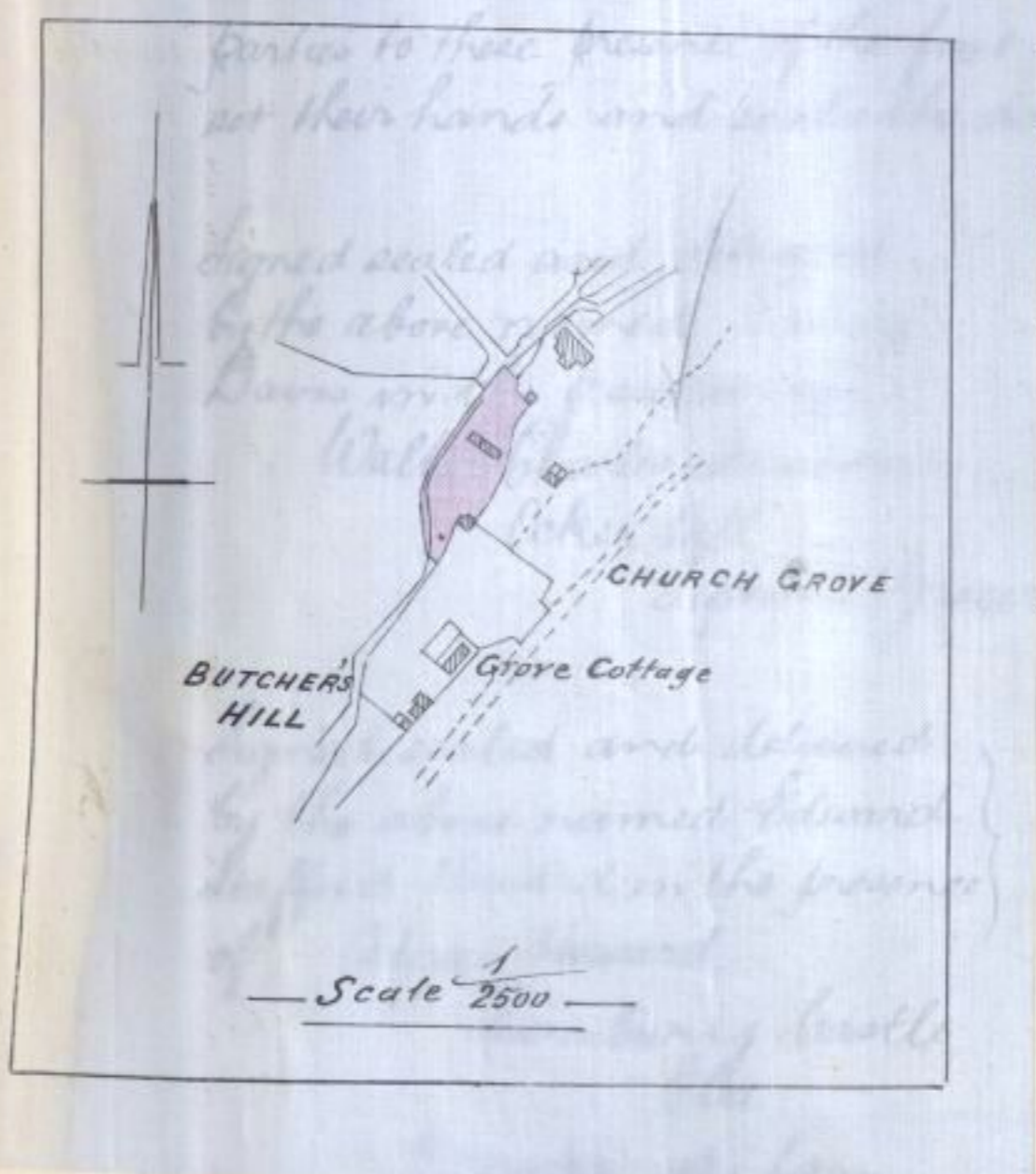
Conveyance
of
two cottages
and land
at Butchers Hill
Chapel Hill.

Purchase
Money £125.

This Indenture made the eighth day of August
One thousand nine hundred and five Between
Fanny Davis of the Glynn Tintern in the County
of Wormouth Spinster hereinafter called "the Vendor"
of the first part Edward Stafford Howard Esquire
C.B. one of the Commissioners of His Majesty's Woods Forests
and Land Revenues of the second part and The Kings
Most Excellent Majesty of the third part
Whereas the Vendor is seized of or otherwise well
hereinafter described and intended to be hereby assured
for an estate of inheritance in fee simple in possession
free from incumbrances And whereas the said Edward
Stafford Howard in exercise of the powers of the Acts
10th George the Fourth Chapter 50 and 14th and 15th
Victoria Chapter 42 and with the authority of the
Lords Commissioners of His Majesty's Treasury signified
by their Warrant dated the twentieth day of June
One thousand nine hundred and five has contracted
with the Vendor for the purchase on behalf of His
Majesty of the said two cottages and hereditaments
and the fee simple and inheritance thereof free from
all incumbrances at the price of One hundred and
twenty five pounds Now this Indenture witnesseth
that in pursuance of and for effectuating the
said sale and in consideration of the sum of One
hundred and twenty five pounds on or before the
execution of these presents paid by the said Edward
Stafford Howard on behalf of the Kings Majesty to
the Vendor (the receipt whereof the Vendor hereby
acknowledges) the Vendor as Beneficial Owner Doth
by these presents grant and convey unto the Kings
Majesty His Heirs and Successors All that piece or
parcel of land or garden ground containing three roods
more or less with the two cottages erected thereon
situate between Butchers Hill and Church Grove in the
Parish of Chapel Hill in the County of Wormouth
more particularly delineated on the Map or plan hereon

and

and thereon ~~xxx~~ coloured red and being the premises conveyed to the Vendor by a certain Deed of Conveyance dated the twenty sixth day of November one thousand eight hundred and eighty and made between Thomas Humphrey of the one part and the Vendor of the other part To hold the said two cottages and premises unto His Majesty His Heirs and Successors in right of his crown Subject to and with the benefit of the tenancies existing therein 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 first and second parts have hereunto signed their hands and seals the day and year first above written.



Fanny Davis. *(L.S.)*

E. Stafford Howard *(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.

C. J. Flower.
Assistant to the Keeper of the Records.

24th August. 1905.

(Signature)



and thereon ~~xxx~~ coloured red and being the premises conveyed to the Vendor by a certain Deed of Conveyance dated the twenty sixth day of November one thousand eight hundred and eighty and made between Thomas Humphrey of the one part and the Vendor of the other part To hold the said two cottages and premises unto His Majesty His Heirs and Successors in right of his crown Subject to and with the benefit of the tenancies existing therein 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 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 Fanny
Davis in the presence of
Walter Charles Steadman
Ocker Hill.
Lipton. Grocer.

Fanny Davis.

(L.S.)

Signed sealed and delivered
by the above named Edward
Stafford Howard in the presence
of Algar Howard,
Thornbury castle
Glos.
Barrister-at-law.

E. Stafford Howard

(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.

C. J. Flower.

24th August. 1905.

Assistant to the Keeper of the Records.

[Signature]

File 1117

Sept 1906

Dated
21st August, 1905
Dean Forest.
E. Stafford
Howard Esq. B.
a Commissioner
of His Majesty's
Woods &c.

to
Jm. S. Moberley

lease
of right to dig
clay from
1. 0. 18 in the
Forest of Dean.

commences
5 July 1905
Term of Years
7
Term ends
5 July 1912.

Rent £1. 0. a.

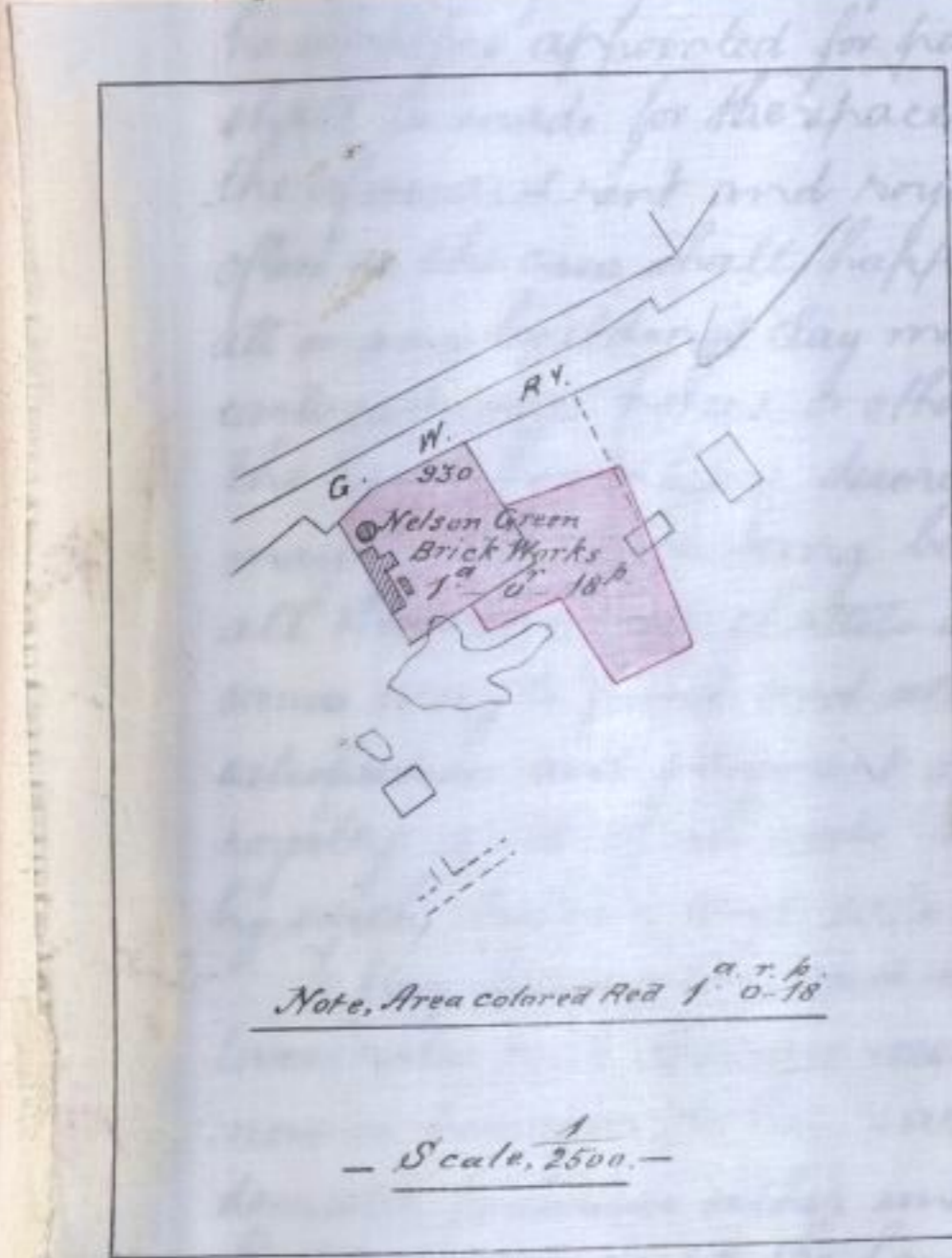
Royalty 4d. per
ton.

This Indenture made the twenty first day of August one thousand nine hundred and five Between the Kings Most Excellent Majesty of the first part Edward Stafford Howard Esquire B. a Commissioner of Woods of the second part and Samuel Moberley of Nelson Green Brick Works Underford in the County of Gloucester (hereinafter called "the lessee") a Commissioner of the third part Witnesseth that in consideration of the rent and royalty hereinafter reserved and of the covenants hereinafter contained the said Edward Stafford Howard as such Commissioner as aforesaid in exercise of the powers of the Acts 1st and 2nd Victoria Chapter 43 and 24th and 25th Victoria Chapter 40 and of all other powers enabling him in this behalf Doth on behalf of His Majesty demise unto the lessee the right power privilege and authority during the term hereby granted to dig and get clay for the purpose of making bricks and pottery ware off and from the open or waste land containing one acre and eighteen perches or thereabouts situate within the Forest of Dean and within the area coloured red on the plan drawn in the margin of these presents To hold the said right power privilege and authority hereinafore demised unto the lessee from the fifth day of July one thousand nine hundred and five for the term of seven years Paying therefor unto the Kings Majesty His Heirs and Successors the clear yearly rent of one pound such rent to be paid by equal half yearly payments on the fifth day of January and the fifth day of July in every year free from all deductions The first payment to be made on the fifth day of January one thousand nine hundred and six And also paying to His Majesty His Heirs and Successors over and above the said yearly rent hereinbefore reserved a royalty equal to four pence per statute ton on all clay raised dug or gotten from or out of the said land such royalty to be paid by half yearly payments on the respective days aforesaid in

every

every year clear of all deductions and which said rent and royalty shall be paid into the hands of the Crown Receiver for the said Forest of Dean And the lessee doth hereby covenant with the Kings Majesty His Heirs and Successors in manner following that is to say:-

1. To pay unto the Kings Majesty His Heirs and Successors the said rent and royalty herebefore reserved at the times and manner



And that if default is made for the space of twenty one days in payment of the said rent and royalty or any part thereof then and so often as the same shall happen the lessor or his Agent may distrain all the day machinery engines implements utensils or dead stock upon or under or upon any other land which is in the occupation of the lessee and the effects of the lessee wheresoever the same are and dispose of the same towards the arrears of the said rent and charges incident to or occasioned

the land tax and all other rents and impositions whatsoever and or imposed in respect of the said land (under any existing or future Act of Parliament's Property Tax)

3. To well and sufficiently enclose and fence in the said land to the satisfaction of the lessor or his Agent and during the continuance of this demise at his own cost to keep the same so well and sufficiently enclosed and fenced in as aforesaid.

4. To keep legible books of account with correct entries of the quantity of the clay which shall be raised dug or gotten from or out of the said premises under or by virtue of these presents and at all times when required produce such books of account to the lessor or his Agent for the time being permit him to take extracts therefrom or copies thereof the lessee giving any explanation that may be required in relation thereto.

5. To deliver to the lessor or his Agent within ten days

next

Lot
TS

every year clear of all deductions and which said rent and royalty shall be paid into the hands of the Crown Receiver for the said Forest of Dean. And the lessee doth hereby covenant with the King's Majesty His Heirs and Successors in manner following that is to say:-

1. To pay unto the King's Majesty His Heirs and Successors the said rent and royalty hereinbefore reserved at the times and manner hereinbefore appointed for payment thereof. And that if default shall be made for the space of twenty one days in payment of the aforesaid rent and royalty or any part thereof then and so often as the case shall happen the lessor or his Agent may distrain all or any buildings clay machinery engines implements utensils carts carriages horses or other live or dead stock upon or under the land hereinbefore described or upon any other land which may for the time being be in the occupation of the lessee and all other the goods chattels and effects of the lessee wheresoever the same may be found and sell and dispose of the same towards satisfaction and payment of the arrears of the said rent and royalty and of all costs and charges incident to or occasioned by such distress and sale.
2. To pay during the said term the land tax and all other taxes rates rent charges assessments and impositions whatsoever now or hereafter to be charged or imposed in respect of the said demised premises either under any existing or future Act of Parliament (except the Landlord's Property Tax)
3. To well and sufficiently enclose and fence in the said land to the satisfaction of the lessor or his Agent and during the continuance of this demise at his own cost to keep the same so well and sufficiently enclosed and fenced in as aforesaid.
4. To keep legible books of account with correct entries of the quantity of the clay which shall be raised dug or gotten from or out of the said premises under or by virtue of these presents and at all times when required produce such books of account to the lessor or his Agent for the time being permit him to take extracts therefrom or copies thereof the lessee giving any explanation that may be required in relation thereto.
5. To deliver to the lessor or his Agent within ten days

next

next after the fifth day of January and the fifth day of July in each year and at such other times during the said term ^{as} of the fessor shall in writing require the same and also within ten days after the expiration or sooner determination of the said term a correct and legible account in writing of the quantity of the clay which during the preceding year and such other time as shall be required by such notice as aforesaid shall have been raised dug or gotten from within or out of the said land every such account being if required first verified by a Statutory Declaration by the lessee.

6. To permit the fessor and his Agent at all reasonable times with or without workmen or assistants to enter into and upon the said premises and to inspect the said works and premises and the state and condition of the working of the said clay and that the lessee will render every reasonable assistance to the fessor his Agents and workmen or assistants in the examination aforesaid when required.
7. Not to commit any unnecessary damage spoil or waste in or upon the premises or any part thereof in the exercise of the powers hereby granted nor do or permit or suffer to be done any damage spoil or injury to any of the wood timber or other trees lands property or possessions of His Majesty within the said Forest of Dean and during the said term to keep the said land works and buildings (if any) and all fences boundary posts stones pits soughs levels drains ways paths fencing to pits soughs openings and other works in proper order condition and repair and at the expiration or sooner determination of the said term to so deliver them up.
8. Not at any time to assign underlet or 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 fessor for that purpose first had and obtained and to procure at their own expense all assignments which shall be made of these presents

or of the premises hereby demised or any part thereof and all Orders ^{affecting the same and of} of Court, Probates of Wills Letters of Administration and other instruments affecting the devolution of this lease or the term hereby granted within six months from the respective dates thereof to be lodged in the Office of the Commissioners of Woods in order that minutes or ~~the~~ dockets thereof respectively may be entered and on demand to pay the usual fees therefor.

Provided also that if any rent or royalty hereby reserved shall be in arrear for thirty days or if there shall be a breach of any of the covenants hereinbefore contained or if any company formed for working the clay 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 vested in any person or persons whomsoever except by bequest or by representation as executor or administrator then and in any of the said cases the lessor may reenter upon and retain possession of the demised premises together with all buildings engines tools machinery and other working gear clay and other matters then being on such premises or gotten therefrom 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 the King's Majesty His Heirs and Successors in addition to any rent or royalty then due a proportionate part of the accruing rent and royalty for the then current half year up to the day on which such reentry shall have been made.

And it is ~~hereby~~ agreed that the term "lessor" herein means the person or persons for the time being by law entitled to the management and direction of the reversion of the demised premises 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

and seals the day and year first above written.

Signed sealed and delivered
by the above named Edward
Stafford Howard in the presence
of Algar Howard
Thornbury Castle
Glos.
Barrister at Law. } E. Stafford Howard (L.S.)

Signed sealed and delivered
by the above named Samuel
Moberley in the presence of
Henry Underhill,
Wesley Road,
Bunderford.
Printer's Overseer. } Samuel Moberley (L.S.)

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

26th August, 1905.

Mr. S. Guiseppe.
Assistant to the Keeper of
the Records.

(copy) Tintern Estate

This Indenture made the fourth day of September 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 G. W. D. Rook

Lease of

George Douglas Willoughby Locke of the bonigar, Llandogo, near Chepstow.

in the County of Monmouth hereinafter called the Lessee of the other part WITNESSETH that in consideration of the rent hereinafter reserved and the covenants on the part of the Lessee hereinafter contained the said EDWARD STAFFORD HOWARD as such Commissioner as aforesaid on behalf of His Majesty and under the powers of the Crown Lands Acts 1829 to 1894 and of all other powers and authorities enabling him in this behalf hereby demises unto the Lessee ALL THAT the exclusive right of Sporting by fowling shooting taking and destroying all game including snipe woodcock wildfowl quails plover woodpigeons and landrail in or upon ~~Farms Lands~~ the Woods and ~~premises~~ particularly referred to in the Schedule hereunder written and situate as therein stated in the several parishes of Llandogo

All Sporting Rights

in the County of Monmouth

and which said ~~Farms Lands~~ Woods and ~~premises~~ are delineated and coloured red on the ordnance map annexed to these presents EXCEPTING AND RESERVING to the King's Majesty his successors and assigns and any persons whom he may permit a right concurrently with the Lessee of shooting taking and destroying rabbits and also the exclusive right of hunting foxes and other beasts of the chase with or without servants horses and dogs To hold the same for the term of one year from the twentieth fifth day of March 1904

Except Hunting

Quarterly Tenancy

Rent

Lessee pays Rates

Foxes to be preserved

Servants to be ordered to preserve them

No traps

No wire

Rabbits to be kept down

As to sub-letting

Lessee pays Rates

subject to three months' notice in writing to determine the tenancy sooner and so on from year to year until either of the parties hereto shall give to the other or send by registered post three months' notice in writing to determine the tenancy expiring on any of the usual quarter days namely the 25th day of March the 24th day of June the 29th day of September or the 25th day of December in any year YIELDING and paying therefor to the Crown Receiver for Tintern Estate the yearly rent of £ 10/- clear of all rates taxes assessments and charges whatsoever parliamentary or parochial except the property or income tax AND the Lessee hereby covenants with the Lessor (which term shall include 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) that he will by every means in his power and by and through his servants and agents strictly preserve and leave undisturbed and unmolested all the foxes in and upon the said ~~Farms Lands~~ Woods and ~~premises~~ AND in particular will personally specially direct and order his said Servants and Agents that foxes are to be preserved as aforesaid in order and so that the sport or foxhunting may be enjoyed by the Lessor and any persons whom he may permit to hunt over the said ~~Farms Lands~~ Woods and ~~premises~~ AND ALSO will not allow any traps or gins to be set or used and will not erect or use nor permit to be erected or used any barbed wire or wire of any other kind whatever on any portion of the ~~Farms Lands~~ Woods or ~~premises~~ AND ALSO that he the Lessee will not permit or suffer or encourage the breeding of rabbits upon the said ~~Farms Lands~~ Woods or ~~premises~~ but will keep down and destroy the head of rabbits so as to prevent any injury by them AND ALSO that the Lessee will not at any time assign or underlet or otherwise part with this present demise or the rights and privileges hereby demised or any of them to any person or persons whomsoever without the consent in writing of the Lessor first had and obtained for that purpose AND ALSO that the Lessee will pay all rates and taxes whatsoever parliamentary or parochial which are or may be

(L.S)

been

Lot 15

and seals the day and year first above written.

Signed
by the
Stafford
of W

hereafter assessed or imposed upon the rights and privileges hereby demised AND ALSO that the Lessee will fowl shoot and take the game upon the ~~said lands and premises~~ ^{demised} in a sportsmanlike manner and without any unnecessary damage to the said ~~Farms Lands Woods and premises~~ or any part thereof or to any crops growing thereon or to the fences belonging thereto or to the coppice wood underwood and trees growing thereon and will not kill or permit to be killed any badgers or any birds other than those above-mentioned except sparrow-hawks magpies jays jackdaws rooks and carrion crows. AND it is hereby declared that this demise is subject as regards ground game and rabbits to the rights of the respective tenants of the said lands or any of them under the Ground Game Act 1880 and Acts amending the same.

Proper use of Shooting Rights

The Ground Game Act 1880

Signed
by the
Noble

AND THIS INDENTURE FURTHER WITNESSETH that the said EDWARD STAFFORD HOWARD under the powers hereinbefore referred to doth by these presents nominate depute and appoint the Lessee to be as from the said 25th day of March 1904 during the continuance of this tenancy in case he shall so long live His Majesty's Gamekeeper for over in and upon the said Farms Lands Woods and premises hereinbefore described with full power license and authority to shoot sport fowl and take any game as aforesaid within the Farms Lands Woods and premises aforesaid AND ALSO to take seize and destroy all unlawful dogs nets guns and engines used for the taking of such game as aforesaid within the said Farms Lands Woods and premises.

AND the said EDWARD STAFFORD HOWARD hereby directs 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 parties to these presents of the second and third parts have hereunto set their hands and seals the day and year first above written.

I do
deposu
Inrolm
by me

§

Signed, sealed and delivered by the said EDWARD STAFFORD HOWARD in the presence of

Ed Stafford Howard (L.S.)

Alvanore R Howard
(Spencer)
Thornbury
Esq.

Signed, sealed and delivered by the said G.W.D. Rooke in the presence of

G.W.D. Rooke (L.S.)

Charles F.P. Jones
The Warren
Sydney

26th
1904

AND ALSO
to the said
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and carrion
ground game
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Proper use of
Shooting Rights

The Ground Game
Act 1880

STAFFORD
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Deed shall be
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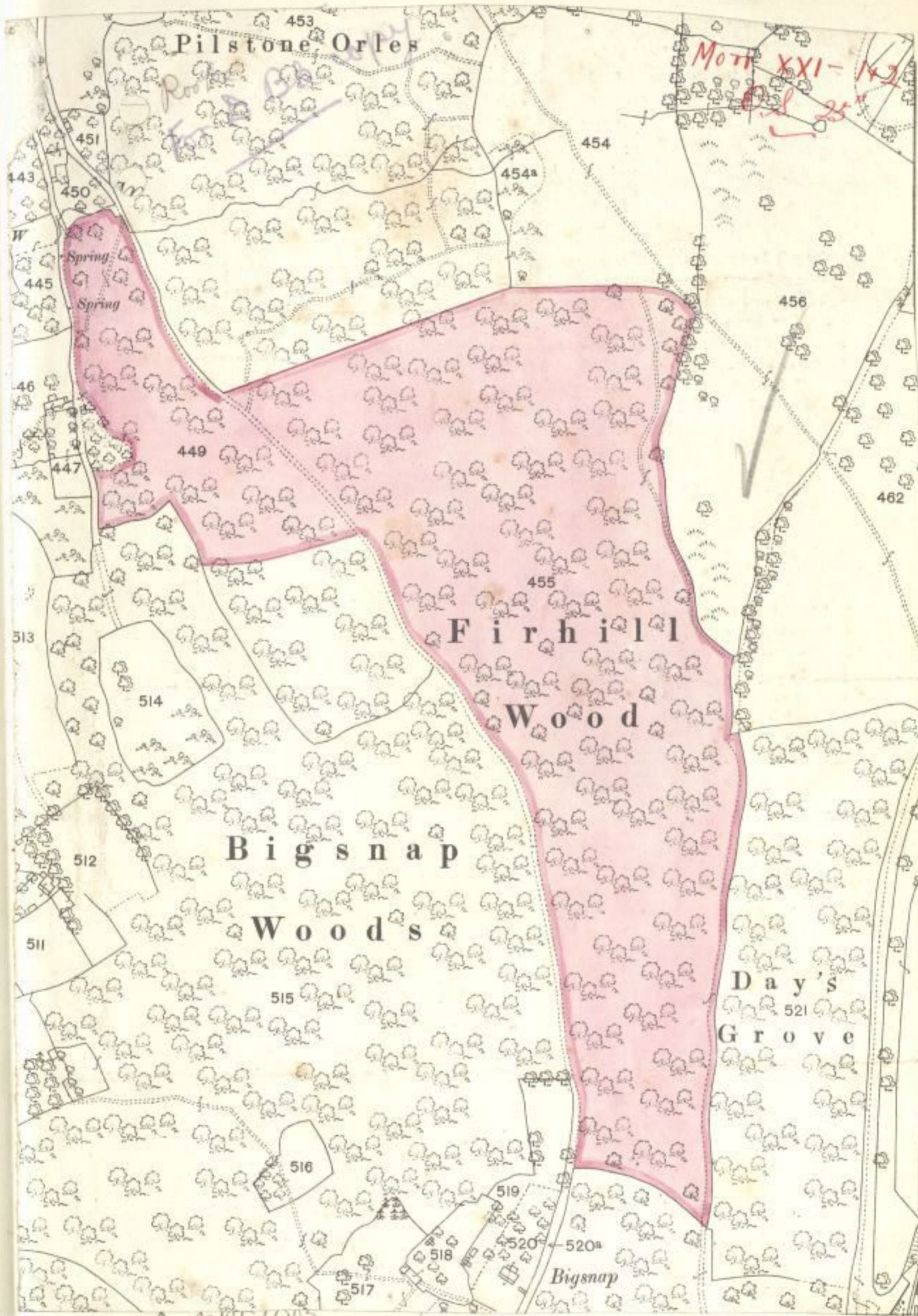
and third parts

Howard

(L.S.)

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(L.S.)



Submitted to the _____ Keeper of the Records.

(4897)

Handwritten notes on a yellow sticky note: 'L.S.' and 'TS'.

and seals the day and year first above written.

Dated 19 . . .

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

TO

Please of certain Sporting
Rights as within.

W B & L (4887) - 21856 - 250-6-4



hundred and four for the
 thereof unto the Kings
 the said term after the
 by pounds by equal
 January the fifth day
 the day of October in
 the day of October Two
 payment of the said rent
 the fifth day of April
 the payment of the rent
 term to be made in
 over Two thousand and
 unto His Majesty His heirs
 hereinbefore reserved
 in exercise of the power
 or (the term "lessor")
 any building or build-
 ings to His Majesty
 such further yearly
 net profits to be derived
 net during each year
 losses if any in
 his year shall be
 net such net profits
 interest at five per
 expenditure in
 ing and in furnish-
 plant and trade
 profits there shall be
 net rates
 fire insurance
 any necessary
 salaries and in
 Head Office of the
 limited a deduction
 Hotel during
 be payable within
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Idem 1905/6

Assigned to the Peoples
Representative House Assn
217 W. Va. B. I p 27

Dated 23rd August
1905.

New Forest.

E. Stafford Howard
Esq. C.B.A.

Commissioner of
His Majesty's
Woods &c.

by the direction

of
The London & South
Western Railway
Company

to

The Hampshire
Public House Trust
Company Limited

lease
of a Hotel near
Beaulieu Road
Station

commencing

5 Jan. 1904

Term of years 99

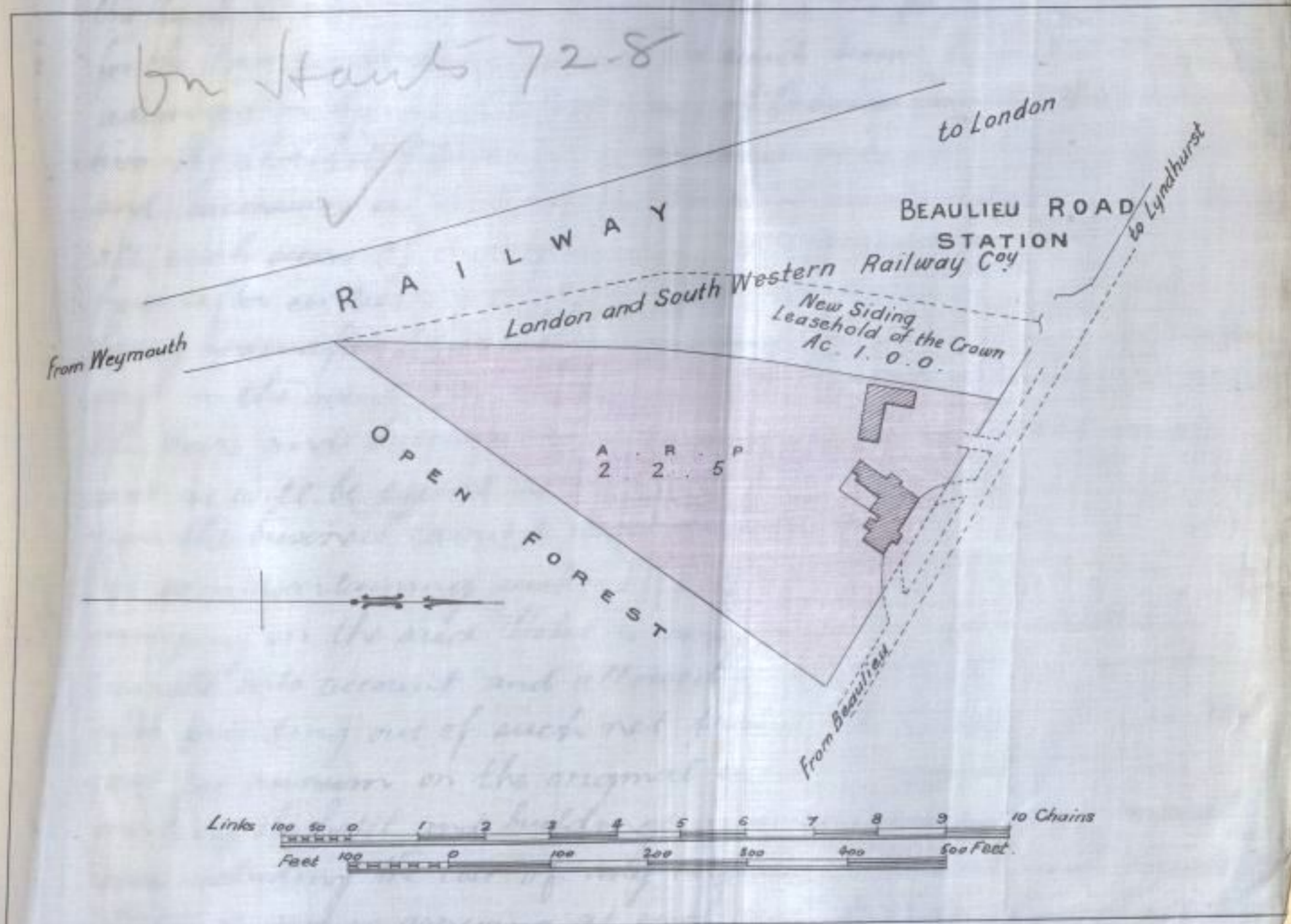
expires 5 Jan. 2003

Rent after the
first year £20
per annum.

Dated 21 April 1911
Agreement for
reduction of rent
& release of covenant
as to payment of a
moiety of profits
See W. Va. B. 28 p 231

This Indenture made the twenty third day of August
One thousand nine hundred and five Between the
Kings Most Excellent Majesty of the first part
Edward Stafford Howard Esquire C.B. the
Commissioner of Woods in charge of the hereditaments
hereinafter demised of the second part The London
and South Western Railway Company
Commissioner of (hereinafter called "the Railway Company") of the third
part and The Hampshire Public House Trust
Company Limited (hereinafter called "the Lessees") of
the fourth part Witnesseth that in consideration of the
expense incurred in erecting the Hotel stabling and
buildings hereby demised and of the rents and covenants
reserved and contained in the said Edward
Stafford Howard as such Commissioner as aforesaid in
exercise of the powers of the South Western Railway Act
1902 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 Both on behalf of His Majesty and
by the direction of the Railway Company demise
and lease unto the Lessees All the estate and interest
of His Majesty in All that piece of land (hereinafter
called "the said land") containing Two acres two roods
and five perches or thereabouts situate in the Township
of Denny Lodge in the Rural District of the New Forest
and being part of the said land referred to in Section
21 of the said Act Together with the Hotel stabling and
buildings erected thereon which said premises are delineated
and coloured red and the dimensions thereof are shown
on the plan in the margin hereof Together with the
appurtenances to the said demised premises belonging
and all timber and other trees (if any) thereon Reserving
unto His Majesty His Heirs and Successors all substrate
under the said premises To hold the said premises unto
the Lessees for the convenience or accommodation of persons
using the undertaking of the Railway Company from
the

fifth day of January One thousand nine hundred and four for the term of Ninety nine years Paying therefor unto the Kings Majesty His Heirs and Successors during the said term after the first year the clear yearly rent of Twenty pounds by equal quarterly payments on the fifth day of January the fifth day of April the fifth day of July and the tenth day of October in every year up to and including the tenth day of October Two thousand and two the first quarterly payment of the said rent



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reasonable depreciation in the cost of any necessary furniture plant and trade fittings and salaries and in respect of management expenses at the Head Office of the Hampshire Public House Trust Company Limited a deduction of five per cent from the turnover at the Hotel during such year such last mentioned rents to be payable within three calendar months after the fifth day of January in every

fifth day of January One thousand nine hundred and four for the term of Ninety nine years Paying therefor unto the Kings Majesty His Heirs and Successors during the said term after the first year the clear yearly rent of Twenty pounds by equal quarterly payments on the fifth day of January the fifth day of April the fifth day of July and the tenth day of October in every year up to and including the tenth day of October Two thousand and two the first quarterly payment of the said rent of Twenty pounds having become due on the fifth day of April One thousand nine hundred and five and the payment of the rent for the last quarter of a year of the said term to be made in advance on the said tenth day of October Two thousand and two And also paying on demand unto His Majesty His Heirs and Successors in addition to the rent hereinbefore reserved all such sums of money as may in pursuance of the power hereinafter contained be paid by the lessor (the term "lessor" being hereinafter defined) for insuring any building or buildings on the said land And also paying to His Majesty His Heirs and Successors in like manner such further yearly rent as will be 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 in ascertaining such net profits all losses if any 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 buildings 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 licenses and taxes cost of repairs cost of fire insurance reasonable depreciation in the cost of any necessary furniture plant and trade fittings and salaries and in respect of management expenses at the Head Office of the Hampshire Public House Trust Company Limited a deduction of five per cent from the turnover at the Hotel during such year such last mentioned rents to be payable within three calendar months after the fifth day of January in

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every year the said respective rents and sums to be paid into the hands of His Majesty's Receiver for the time being of the rents and profits of the said premises free from all deductions whatsoever except in respect of Landlord's Property Tax And the lessees hereby covenant with the Kings Majesty His Heirs and Successors in manner following that is to say:-

1. To pay unto His Majesty His Heirs and Successors the said several rents and sums hereby reserved as the same shall become payable on the days and in the manner aforesaid.
2. To pay all rates taxes assessments and outgoings whatsoever (except Landlord's Property Tax) now or at any time hereafter during the said term payable in respect of the demised premises.
3. Previously to the fifth day of July One thousand nine hundred and five in a substantial and workmanlike manner to complete and finish externally and internally (except as regards internal papering and painting) and make fit for habitation the said Hotel stabling and buildings hereby demised with the appurtenances to the satisfaction of the lessor.
4. During the said term as often as occasion shall require to well and substantially repair uphold cleanse and keep in repair all buildings for the time being on the said land and all posts pales and fences and all other appurtenances belonging thereto and at the end or sooner determination of the said term to surrender and yield up to the lessor the said premises together with all additions and improvements thereto and all marble and other chimney pieces windows window shutters doots locks keys stoves ranges bells cranks wires bolts bars and fastenings whatsoever and all water closets baths sinks and things belonging thereto respectively cisterns gas water and other pipes pumps wainscots partitions shelves dressers and drawers and all other things at
any

any time fixed or fastened to the demised premises so as to form part of the freehold thereof in good and substantial repair.

5. To properly lay out and plant as a garden or pleasure ground attached to the said Hotel such part of the said land as is not built upon or used as a stable yard and keep the same in good order and condition and the trees (if any) preserved from injury.

6. At all times during the said term to keep all the buildings for the time being on the said land insured in some or one of the Public Fire Insurance Offices in London or Westminster approved of by the lessor in the joint names of His Majesty His Heirs and Successors and of the Lessees in a sum or sums equal to three fourths at least of the full value thereof respectively and whenever required so to do to show to the lessor or to His Majesty's said Receiver the policy or policies of such insurance and the receipt or receipts for the premium or premiums of insurance in respect thereof for the current year. And if such insurance or insurances shall not be effected or kept on foot or if the said policy or policies and receipt or receipts shall not be produced as aforesaid then the lessor may insure the said buildings or any of them in the amounts heretofore mentioned or any less amount in such name or names as he may deem proper and may recover all moneys paid for such purpose as rent under the reservation hereinbefore contained. And all moneys payable under any insurance or insurances shall immediately after the receipt thereof be applied in rebuilding and reinstating the building or buildings in respect of which the same shall be paid to the satisfaction of the lessor or his Architect or Agent according to such plan as the lessor may by writing approve of. And in case the moneys so received shall not be sufficient for that purpose the Lessees or the Railway Company will make good the amount of every such deficiency.

7. To paint three times over with good and proper oil colours in a workmanlike manner and to the satisfaction of the lessor or his Architect or Surveyor all the outside parts usually painted of all buildings for the time being on the said land in every fourth year of the said term and the inside parts usually painted of such buildings in every eighth year of the said term.

8. To permit the lessor and his Agent or servants at all reasonable times to enter into the said premises and take a plan and examine the condition thereof and also at any time or times during the last seven years of the said term in like manner to enter into the said premises and take a schedule of the fixtures therein and in case any want of repair or painting of the said premises or any removal of fixtures shall be found the lessees will upon notice thereof in writing being given to or left on the demised premises for them substantially and properly repair paint and amend the same accordingly within three calendar months next after any such notice shall have been given or left as aforesaid. And in case the lessees shall make default in so doing it shall be lawful for the workmen or others to be employed by the lessor to enter into the demised premises and to perform and complete the said ~~premises~~ repairs and painting and the lessees will on demand pay to His Majesty His Heirs and Successors all expenses to be incurred thereby and in case of non-payment thereof or of any part thereof the same or such part thereof as shall not be paid may be recovered as liquidated damages.
9. Not at any time during the said term to exercise or carry on or suffer to be exercised or carried on in or upon the said premises any trade or business whatsoever other than that of a Hotel keeper and licensed Victualler unless with the consent in writing of the lessor and that the Hotel shall be managed at all times unless with the consent in writing of the lessor by a Manager who shall have no pecuniary interest in the sale of intoxicating liquors of any kind and not to permit or suffer any part of the demised premises to be used as a brothel or to be occupied or used by any prostitute.
10. To keep legible books of account with true and regular entries of the takings and outgoings of the Hotel and other particulars relating to the said business and at all times when required to produce and show

such

such books of account and vouchers for disbursements to His Majesty's Agent for the time being and permit or suffer him to take any extracts therefrom or copies thereof and give any explanation that may be required in relation thereto and in the meantime to keep the same in good preservation and condition (damages by fire and other inevitable accident only excepted).

11. To deliver into the Office of the Lessor within twenty eight days after the fifth day of January in each year and also within ten days after the expiration or sooner determination of the said term a true and fair account in writing of the takings and outgoings of the Hotel and other particulars as aforesaid such account being from time to time if required first verified by a statutory declaration by the Lessees or the Manager of the Hotel.
12. Not to cut lop top injure or damage any of the trees upon the said land nor raise any substrata from the said land without the previous consent in writing of the Lessor and generally not to do or permit to be done in or upon the said premises any waste spoil or destruction or any act or thing whatsoever which shall be or become a nuisance annoyance or disturbance to the Lessor or to the owners or occupants of any neighbouring premises.
13. Not to erect any additional building during the said term upon the said land other than such as shall have been previously approved of in writing by the Lessor or his Architect or Surveyor nor to cut or injure any of the principal timbers or walls nor make any alteration whatsoever in the plan or elevation of the buildings for the time being on the said land nor alter or change any of the architectural decorations of such buildings or the fences thereof nor make or set up any addition either in height or projection to or any erection on any part of the premises nor use the premises or any part thereof for advertising purposes or for or in any manner connected with the display of any advertisements bills placards or notices whatsoever other than notices of the premises being to let or for sale without in every case obtaining the previous consent in writing of the Lessor.
14. To use their best endeavours to obtain the necessary certificates and licenses or renewals of certificates and

licenses

licenses for opening and keeping open the said premises during the said term as a Hotel and Public House duly licensed for the sale and consumption therein of ale beer wine and spirits by retail.

15. At the expiration or sooner determination of the said term to deliver up to the lessor and do all necessary acts for transferring to the lessor or his nominee the then existing certificates and licenses. (Magisterial and Excise).

16. Not to assign except by way of Mortgage or loan or underlet the premises hereby demised or any part thereof without the ^{previous} consent in writing of the lessor and at their own charges to cause all assignments which shall with such consent as aforesaid be made of these presents or of the premises hereby demised or any part thereof and all Probates of Wills letters of Administration Orders of Court and other Instruments affecting the devolution of this lease or the term hereby granted within six calendar months from the respective dates thereof to be lodged in the Office of the Commissioners of Woods in order that minutes or docketts thereof respectively may be entered and on demand to pay the usual fees therefor.

17. Provided always and these presents are upon this condition that if any rent hereby reserved shall be in arrear for twenty days or if the lessees shall not perform and keep the several covenants or on their respective parts herein contained the lessor may enter into and upon and retain possession of the premises hereby demised as fully and effectually in all respects as if these presents had not been made.

18. On each and every application for consent to assigning or underletting as aforesaid the lessor shall have the option of buying the premises at such sum as may be mutually agreed between the lessor and the lessees the amount in case of difference to be settled under a submission to two arbitrators one to be appointed by each party under the provisions of the Arbitration Act 1889. or any statutory modification or reenactment thereof for the time being

in force the provisions of ~~the~~ whereof shall apply as far as applicable and such sum shall be the fair intrinsic value of the lessee's interest in the buildings fences fixtures and fittings without any addition thereto for goodwill or otherwise.

19. If the lessor does not before the expiration of three calendar months from the date of such application signify his intention to purchase the said premises the said option shall be deemed to be abandoned in respect of that particular occasion but not further or otherwise and the lessor shall not unreasonably withhold his consent to such application.

20. Nothing herein contained shall be constructed as in any sense creating a Partnership between the lessor and lessee or as giving to the lessor any ^{of the} rights or rendering him subject to any of the liabilities of a Partner except such a right to an account of the net profits of the said business as shall be necessary for the purpose of ascertaining the amount of additional rent payable to him as aforesaid in case such amount shall not be ascertained and verified in manners hereinbefore provided **And this Indenture further witnesseth** and the Railway Company in consideration of the lease and grant hereinbefore contained do hereby covenant and guarantee with and to the King's Majesty His Heirs and Successors That the lessee shall at all times duly pay the rent of twenty pounds hereby reserved and all rates taxes and outgoings in the manner and at the respective times hereinbefore appointed for the payment thereof and also duly perform and observe all the covenants on the part of the lessee and conditions herein contained as to completion of the Hotel and the insurance thereof and that the Railway Company will at all times hereinafter pay and make good to the King's Majesty on demand all losses costs damages and expenses occasioned to him by the non-payment of the said rent rates taxes and outgoings or any part thereof or the breach nonperformance or nonobservance of any of the said covenants and conditions on the part of the lessee as to the completion of the Hotel and the insurance thereof and further that any neglect or forbearance on the part of the King's Majesty in enforcing or the giving time by him to the lessee for payment of the said rent rates taxes and outgoings or any part thereof or the performance

or observance of any of the said covenants and conditions as to the completion of the Hotel and the insurance thereof shall not in anywise release the Railway Company in respect of their liability under the covenant or guarantee on their part hereinbefore contained.

21. Provided lastly and it is hereby declared and agreed that the term "Lessor" herein means the King's Majesty His Heirs Successors and Assigns or so long as the reversion of the demised premises is vested in the Crown the Commissioner or Commissioners 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 their successors and assigns.

22. 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 or making an entry of such deposit by the Keeper of the said Records and Involvements

In witness whereof the said Edward Stafford Howard has hereunto set his hand and seal and the Railway Company and the Lessees have respectively caused their common Seals 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

E. Stafford Howard. (L.S.)

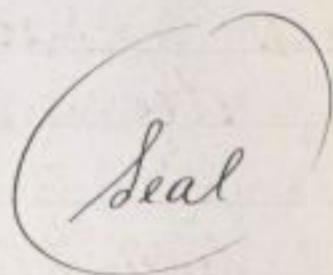
Alainore R. Howard.
Spinster.
Thornbury Castle,
Glos.

The

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



The Seal of the Hampshire Public House Trust Company Limited was affixed hereto in the presence of
C. R. Seymour.
A. H. Blough } Directors
J. Charles Warner.
Secretary.



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

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

16th September, 1905.

WJG

(L.S)

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