

Dean Forest

F. 3563,

Office of Woods.

8 December 1905.

File 1337.

Sir.

Dean Forest. File 1337.Easement.

Nat. Telephone Co
 Permission
 to erect and
 maintain a
 pole at Berry
 Hill.

With reference to your application to Mr. Philip Baylis of the 22nd ultimo for permission to erect a telephone pole at Berry Hill I am directed by Mr. Stafford Howard to inform you that so far as the Browns interests are concerned he is willing to grant you permission to erect the pole in question in the position shown by a red circle on the tracing which accompanied your application

1. The permission is to be subject to determination at any time by the Commissioner of Woods by giving three months notice.

2. An acknowledgment of 7/- per annum is to be payable in advance to the Deputy Surveyor on the 10th October in each future year during the continuance of this permission the first payment for the year to 10th October 1906 to be made on the acceptance of this offer.

3. Any damage that may be done to Brown property is to be made good to the satisfaction of the Deputy Surveyor and care must be taken that no trees are injured.

If your company accept this offer I am to request that you will remit the sum of 7/- to the Deputy Surveyor, Whitmead Park, Coleford, Glos and acknowledge the receipt of this letter.

I am etc.

W. E. Gauntlett.
 (Sd) Chas. E. Howlett.

W. E. Gauntlett, Esq

Whitmead Park.

Coleford.

11th December, 1905.

I have this day received cheque for 7/- from the National Telephone Co. in respect of permission to erect

and

and maintain a telephone pole at Berry Hill to the 10th October 1906
in accordance with the official letter to Mr. Gauntlett dated the
8th inst.

P. B. 11. 12 '05.

E. Stafford Howard. Esq. C.B.

x.d.g

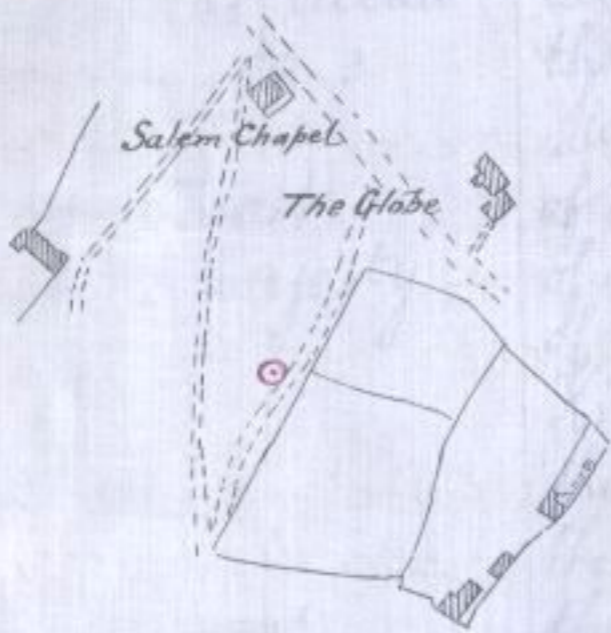
File 1063.

Dated 12th December 1905.

This Indenture made the twelfth day
of December One thousand nine hundred
and five between John James Joyner
of the County of Gloucester
Registered Owner of the Gale of Coal
Engine No. 3. (hereinafter called
"the Registered Owner") of the first part Edward
Stafford Howard Esquire C.B. a Commissioner
of Woods and His Majesty's Gavelor
of the Forest of Dean in the County
of Gloucester of the second part and The
Most Excellent Majesty of the
third part whereas the persons holding
the said Gale have desisted from working
a period of five years in
violation of the ninth rule specified in the
Act of the 11th day of March One
thousand nine hundred and four
and the said Gale
belongs to the King's Majesty And

Berry Hill

FS 30-16



⊙ - Proposed Pole.

whereas it has been agreed between the Registered Owner and
the said Edward Stafford Howard as such Commissioner and
Gavelor as aforesaid that in consideration of the forbearance
until the thirty first day of December One thousand nine
hundred and seven of the execution of the right of reentry so
accrued as aforesaid to His Majesty such release and surrender
of shortworkings and such covenants and grants shall be
executed as are hereinafter contained Now this
Indenture witnesseth that the Registered Owner
Doth

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L. Atkinson
TS O/P

and maintain a telephone pole at Berry Hill to the 10th October 1906
in accordance with the official letter to Mr. Gammlett dated the
8th inst.

P. B. 11. 12 '05.

E. Stafford Howard Esq. CB

x2.8

File 1063.

Dated 12th December 1905.

Forest of Dean and
Hundred of St. Briavels.

The Registered Owner of
The Gale of Coal called
Grove Engine No. 3.

to
The King's Most
Excellent Majesty.

Release
of
Shortworkings.

This Indenture made the twelfth day
of December One thousand nine hundred
and five Between John James Jomes
of Rydbrook in the County of Gloucester
Esquire the Registered Owner of the Gale of Coal
called Grove Engine No. 3. (hereinafter called
the "Registered Owner") of the first part Edward
Stafford Howard Esquire CB. a Commissioner
of His Majesty's Woods and His Majesty's Gavelor
of and for the Forest of Dean in the County
of Gloucester of the second part and The
King's Most Excellent Majesty of the
third part Whereas the persons holding
the said Gale have desisted from working
the same for a period of five years in
violation of the ninth rule specified in the

second Schedule of the Dean Forest Mining Commissioners
Award of Coal Mines dated the eighth day of March One
thousand eight hundred and forty one and the said Gale
has become liable to be forfeited to the King's Majesty and
whereas it has been agreed between the Registered Owner and
the said Edward Stafford Howard as such Commissioner and
Gavelor as aforesaid that in consideration of the forbearance
until the thirty first day of December One thousand nine
hundred and seven of the execution of the right of reentry so
accrued as aforesaid to His Majesty such release and surrender
of Shortworkings and such covenants and grants shall be
executed as are hereinafter contained Now this
Indenture witnesseth that the Registered Owner
Doth

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Witness

T. O. P.

Doth by these presents release ~~and~~ surrender and renounce unto the King's Most Excellent Majesty His Heirs and Successors All right and liberty of him the Registered Owner his heirs and assigns and all persons holding through or under him of making up so much of the Shortworkings accumulated up to and including the thirty first day of December One thousand nine hundred and three in respect of the said Gale as amount to the sum of Twenty Pounds Provided always and the Registered Owner doth covenant and agree with and to the King's Most Excellent Majesty His Heirs and Successors in manner following that is to say:-

1. That the said right of reentry so accrued to His Majesty His Heirs and Successors shall not be deemed to be waived by these presents or by the receipt of rent or by the Registration of any Transfer of the said Gale before the Registered Owners or holders of the said Gale shall have bona fide resumed the working thereof
2. That powers of taking suing for or recovering and all obligations and covenants for payment of galeage rents dead or certain rents and royalty or tonnage duty shall be in force and shall apply with reference to the galeage rent dead or certain rent royalty or tonnage duty hereafter to become due in respect of the said Gale without deduction of the Shortworkings intended to be hereby released or any part thereof.
3. That nothing herein contained shall diminish or postpone any rights or powers of reentry or other rights or powers of His Majesty His Heirs and Successors in respect of the said Gale other than the particular right of reentry agreed to be postponed as hereinbefore mentioned.

And it is hereby declared that it is the intention of these presents that if the Registered Owners or holders shall on the thirty first day of December One thousand nine hundred and seven ^{have} continued in the occupation of the said Gale paying the proper rents and royalties to the Crown without deduction or account of the

Shortworkings

Shortworkings intended to be hereby released or any part thereof and duly observing the conditions under which they hold and shall have bona fide resumed the working thereof before that date the particular right of reentry so agreed to be postponed as hereinbefore mentioned shall not be exercised. 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 hereto 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 John James Joynes in the presence of George Williams Broadwell, Coleford. Weighman. Jno. J. Joynes

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

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.

21st December, 1905. W. J. Green. Assistant to the Keeper of the Records.

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File 898^s

Dated
15th December
1905.

Forest of Dean.

Edward Stafford
Howard Esq. b.B.
a Commissioner
of His Majesty's
Woods &c.
and
Mr. H. J. Jones.

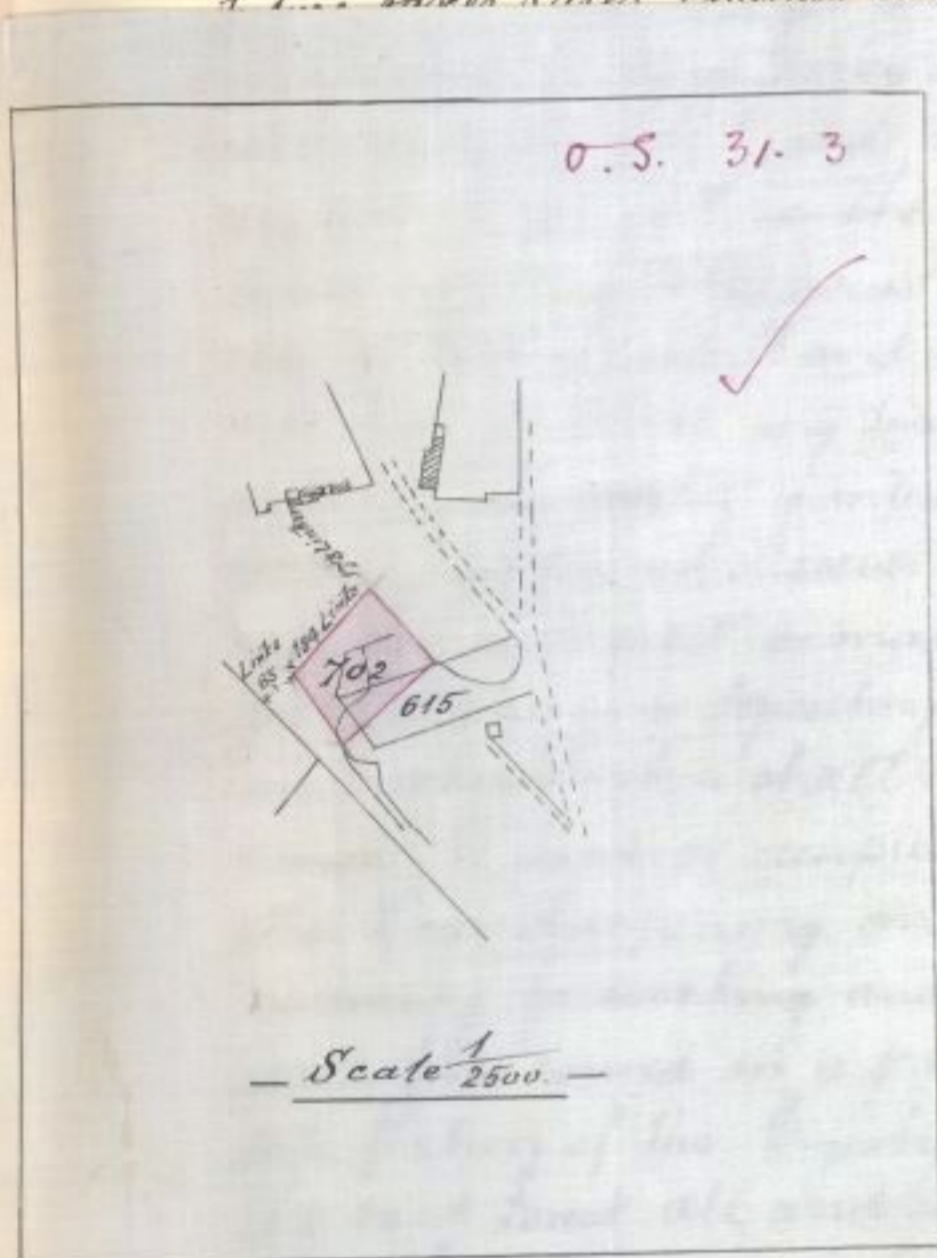
Agreement
for letting
Quarry No. 702
on a yearly
tenancy

Commencing
29th September
1905.

Rent £6. per
annum.

An Agreement made the fifteenth day of December One thousand nine hundred and five Between the Kings Most Excellent Majesty of the first part Edward Stafford Howard Esquire b.B. the Commissioner of His Majesty's Woods Forests and Land Revenues to whom the management and direction of certain parts of the Land Revenues of the Crown including amongst other parts thereof the hereditaments hereinafter described together with the duties and powers appertaining thereto have been assigned by order under the hands of the Commissioners of His Majesty's Treasury of the second part and Hubert John Jones of Ruardean Hill near Mitcheldean in the County of Gloucester Quarryman of the third part Whereby 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 and in exercise of all powers in him vested or in anywise enabling him so to do agrees to let and the said Hubert John Jones agrees to take as tenant to His Majesty All that piece or parcel of Quarry ground situate at Ruardean Hill in Ruardean Walk in the Forest of Dean in the County of Gloucester and numbered 702 in the Deputy Surveyor's Quarry Lease Books which said Quarry is within and part and parcel of the open lands of His Majesty's Forest of Dean in the County of Gloucester and is more particularly delineated and described on the plan drawn in the margin hereof and thereon coloured red To hold the said Quarry unto the said Hubert John Jones his executors administrators and assigns upon a yearly tenancy from the twenty ninth day of September One thousand nine hundred and five Yielding and paying therefor yearly and every year during the tenancy unto His Majesty His Heirs and Successors the net rent or sum of Six pounds of lawful money of Great Britain by half yearly payments on the twenty fifth day of March and the twenty ninth day of September in every year the first payment thereof

to be made on the twenty fifth day of March. One thousand nine hundred and six And the said Hubert John Jones doth hereby for himself his heirs executors and administrators covenant with His Majesty His Heirs and Successors that he the said Hubert John Jones his executors administrators or assigns will at all times during the tenancy hereby created pay unto His Majesty His Heirs and Successors the said yearly rent hereby reserved at the times and in the manner hereinbefore mentioned for payment thereof without any deduction or abatement whatsoever And also will during the tenancy hereby created bear pay and discharge all and all manner of present and future taxes rates charges assessments impositions and outgoings of



respect of the said premises And also in all and singular the rules and orders of the Dean Forest Mining Commission the said Forest made pursuant to the Statute in that behalf made in the 1st Victoria Chapter 43 and shall during the tenancy cultivate the same or use the same or any part thereof for no other purpose than a stone quarry and shall not erect any building thereon except a cabin or shed for the use of the quarrying implements therein nor use the same as a dwellinghouse or for any purpose other than quarrying or depositing therein implements or machinery used in quarrying on the said quarry and shall in every and substantial manner to the satisfaction of the Deputy Surveyor for the time being of the said Forest clear the pits and openings which are now or hereafter shall be made or by virtue of these presents and

shall set up and set up all such boundary stones at each angle of the site of the said quarry hereby demised 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 such Deputy Surveyor for the better defining and identifying of the said quarry and for preventing cattle or other animals from trespassing on the hereby demised premises or injuring themselves and will at all times during the tenancy keep in good and substantial repair such boundary stones

gates

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Latham
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to be made on the twenty fifth day of March. One thousand nine hundred and six And the said Hubert John Jones doth hereby for himself his heirs executors and administrators covenant with His Majesty His Heirs and Successors that he the said Hubert John Jones his executors administrators or assigns will at all times during the tenancy hereby created pay unto His Majesty His Heirs and Successors the said yearly rent hereby reserved at the times and in the manner hereinbefore mentioned for payment thereof without any deduction or abatement whatsoever And also will during the tenancy hereby created bear pay and discharge all and all manner of present and future taxes rates charges assessments impositions and outgoings of what nature or kind soever in respect of the said premises And also will abide by fulfil and keep all and singular the rules and regulations set forth in the Award of the Dear Forest Mining Commissioners relating to Quarries in the said Forest made pursuant to the Act of Parliament 1st and 2nd Victoria Chapter 43 and shall not nor will at any time during the tenancy cultivate the said quarry hereby granted or use the same or any part thereof for any purpose whatsoever other than a stone quarry and shall not nor will erect or make any building thereon except a cabin for sharpening or depositing the quarrying implements therein and 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 sharpening and depositing therein implements necessary for working and carrying on the said quarry and will fence round in a proper and substantial manner to the satisfaction of His Majesty's Deputy Surveyor for the time being of the said Forest all and singular the pits and openings which shall be made or worked under or by virtue of these presents and will erect and set up all such boundary stones at each angle of the site of the said quarry hereby demised 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 such Deputy Surveyor for the better defining and identifying of the said quarry and for preventing cattle or other animals from trespassing on the hereby demised premises or injuring themselves and will at all times during the tenancy keep in good and substantial repair such boundary stones

gates

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gates posts pales and other defences and will not during the
 said term fell stub cut lop or wilfully destroy spoil or
 damage any timber or other tree pollard sapling or young
 store growing on or near the said premises or any part
 thereof And also that he the said Hubert John Jones his
 executors administrators and assigns will work manage and
 carry on the said Quarry in a fair workmanlike and
 proper manner to the satisfaction of such Deputy Surveyor as
 aforesaid and according to the best method of working
 quarries of the like nature in the Hundred of St. Briavels
 and will not at any time commit or suffer within the
 said quarry any wilful or negligent act whereby the mines
 and seams of coal and iron thereunder or thereto adjacent
 and not comprised in this demise may be damaged
 by or overcharged with water or whereby the working of any
 such mines or seams may be impeded or prevented and
 if at any time any excavations or borings made by the
 said Hubert John Jones in working the said quarry shall
 reach a depth which in the opinion of the Crown's Chief
 Mineral Inspector may involve a risk of letting water into
 any such mine or seam and notice thereof shall be given
 to the said Hubert John Jones or left for him upon the said
 Quarry then the said Hubert John Jones will immediately
 cease making any further excavation or boring in such
 place or places as may be specified in such notice but the
 fact of any such notice being given or not shall not exonerate
 the said Hubert John Jones from his liability in respect of any
 damage occasioned as aforesaid And also will at the
 expiration of the tenancy hereby created yield and deliver
 up to the King's Majesty His Heirs and Successors or to the
 Commissioner or Commissioners for the time being of His Majesty's
 Woods Forests and Land Revenues having the management
 of the Forest of Dean (hereinafter called "the said Commissioner
 or Commissioners") or the proper officer of His Majesty on behalf
 of His Majesty the quiet and peaceable possession of the said
 premises hereby granted in good order and condition to
 the satisfaction of such Deputy Surveyor as aforesaid in all
 respects Provided always that if the rent hereinbefore

reserved or any part thereof shall be behind or unpaid for twenty days next after any of the said days of payment or if breach shall be made in 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 Naming Commissioners herebefore mentioned which on the part of the said Hubert John Jones his executors administrators or assigns are or ought to be observed or performed or if the said Hubert John Jones his executors administrators or assigns shall become bankrupt or shall be arrested for debt and confined in prison for fourteen days then and in any of such cases it shall be lawful for the said Commissioner or Commissioners on behalf of His Majesty His Heirs and Successors 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 or their former estate And the said Edward Stafford doth hereby direct that this Deed shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Inrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Inrolments In witness whereof the said parties to these presents of the second and third parts have hereunto set their hands and seals the day and year first above written.

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

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

Signed sealed and delivered by
 the above named Hubert John
 Jones in the presence of
 John Morris,
 Ruardean Hill Lodge.
 Brown Woodman.

Hubert John Jones. *(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.

W. J. Green

Assist^t to the Keeper of the Record

1896 Jan 06

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 Latham
 T.S. O.P.

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DEAN FOREST.

18th **Articles of Agreement** made the
 day of *December* 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
Frederick Townsend _____
 (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 *cottages, garden and*
Meadow land known as Bear cottages -
situate at Sea Bailey in the said Forest
in the County of Gloucester containing -
about 1a. 2r. 12¹/₂ p. 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 *29th* day of *September* 1905
 for the period to the *10th* day of *October* 1905 and thereafter

Inrolled 19.12.05.

642
 Cottages
 T & O

as tenant from year to year (the tenancy being however determinable as after mentioned) at the ~~yearly~~ rent of *4/10* for the period to *10th October 1905* and thereafter, at the yearly rent of *£8-0-0* 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~~ *of £10 having become* payment ~~to be~~ due on the *tenth* — day of *October 1905* — AND the said tenant hereby agrees that he will pay to the King's Majesty the said yearly rent of *Eight 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

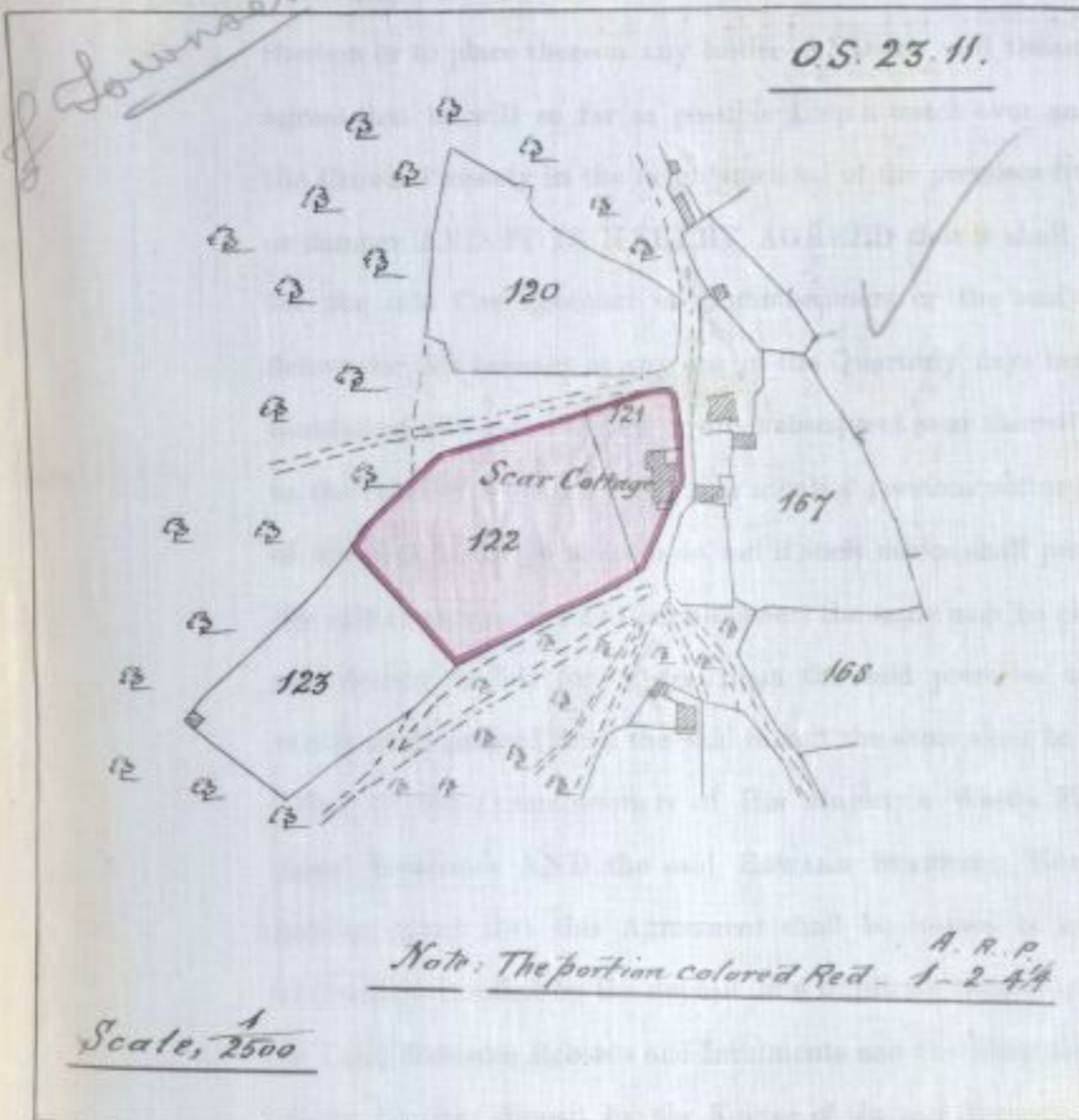
J. J. J.

Scale,

Signed by
EDWARD S
in the pres
J. J. J.
Bar

Signed by
J. J. J.
in the pres
H.

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



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

J. Walker
Barr. at Law
Bailiff
Glenhae (?)
N.B.

E. Stafford Howard

Signed by the above-named }
J. Townsend }
in the presence of

Henry Smith
Herbert Lodge
Brown Keep

J. Townsend

642
L. Townsend
TS O/P

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 E. Stafford Howard

H Walker
Barr at Law
Bailiff
Glenhas (?)
NB.

Signed by the above-named
J. Townsend
in the presence of

J J. Townsend

Henry Smith
Herbert Lodge
brown Keep

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L. Townsend
TS O/P

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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 (G) - 27700 - 150-124

DEAN FOREST.

Dated

190

EDWARD STAFFORD HOWARD, Esq. C.B.

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Latham
TS O/P

File 882!

Assignment to Frederick Watkins 26 Aug 1912 W. Doc Bk I p. 28

Sales 1905/6

Dated
18th October, 1905.

Dean Forest.

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

to
Mr. Fred
Watkins and
another

lease
of 5 1/2 r. of
waste land and
a magazine at
or near Blearwell
Heend in Park
End or York Walk
to be held in
connection with
New Dun Pit and
Old Slag Pit
or either of them.

Commencing

1st Oct. 1905

Term

before 1st Oct. 1926

Rent £3. 16.
per annum.

Asods Esq. Co
London W.B. 1
p. 34-

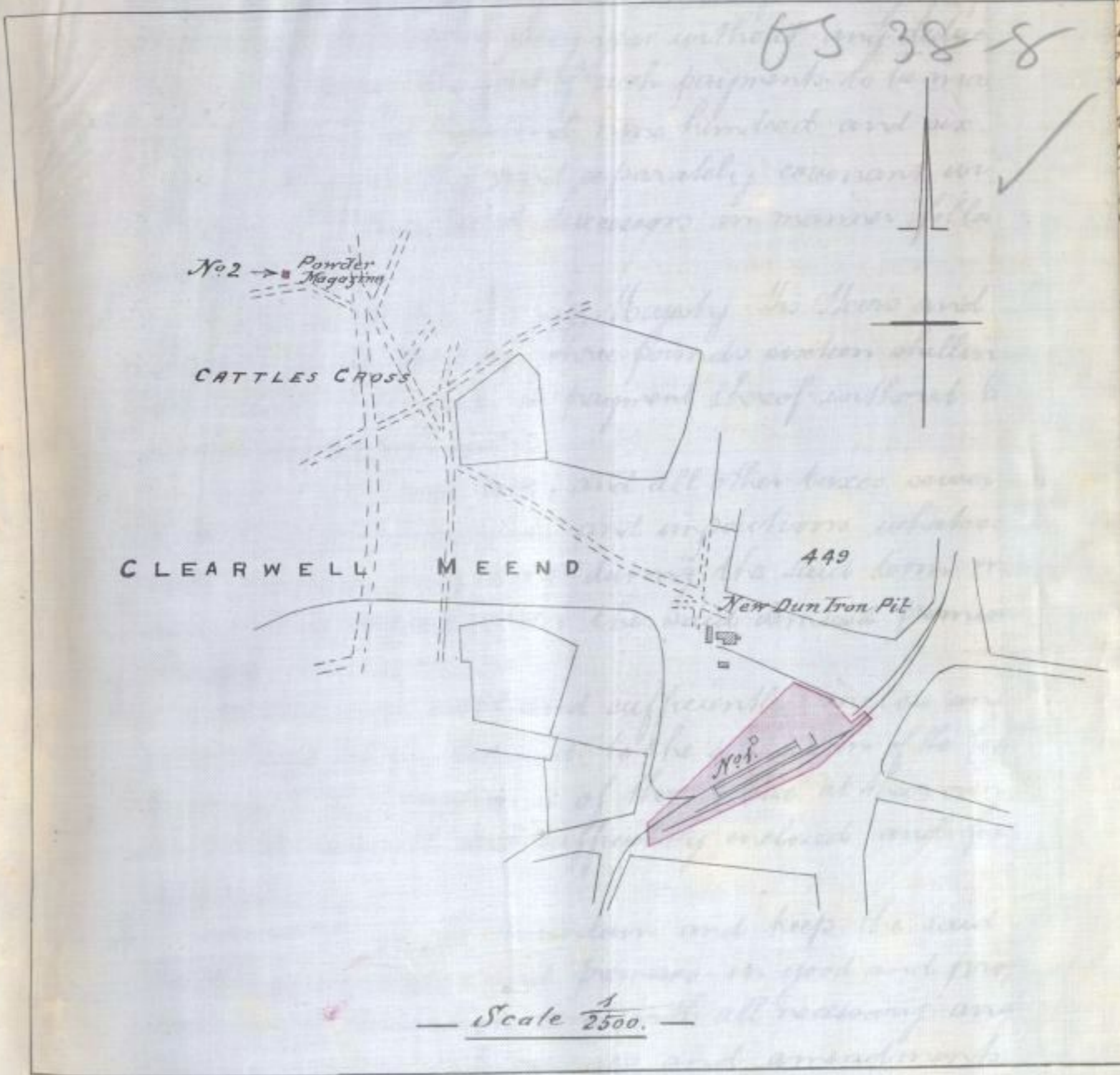
This Indenture made the eighteenth day
of October One thousand nine hundred and five
Between The Kings Most Excellent Majesty
of the first part Edward Stafford Howard
Esquire C/B the Commissioner of His Majesty's Woods
Forests and Land Revenues in Charge of the premises
hereby demised of the second part and Fred Watkins
of Oaklands Bream near Sydney and Warren
Watkins of Slmg near Coleford both in the County
of Gloucester Dominions (hereinafter called "the lessees")
of the third part Witnesseth that in consideration
of the rent and covenants hereinafter reserved
and contained The said Edward Stafford Howard
as such Commissioner as aforesaid by virtue of every
power enabling him so to do Doth by these presents
demise and lease unto the lessees First All that
piece or parcel of land situate at Blearwell Heend
in Park End or York Walk in the Forest of Dean in
the County of Gloucester containing Three roods and
seventeen perches or thereabouts Together with the
buildings thereon And secondly All that piece of
land at Blearwell Heend aforesaid with the magazine
thereon which said pieces of land are part of the
New Dun Pit and unreclaimed waste land of the said Forest and are
more particularly described on the plan drawn in the
margin hereof and thereon coloured red the piece of
land first hereinbefore described being numbered 1
and the said piece of land secondly hereinbefore
described being numbered 2 Except and reserving
21 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 lessees subject nevertheless to the
provision of the Acts 1st and 2nd Victoria Chapter 143
and 24th and 25th Victoria Chapter 140 from the first
day of October One thousand nine hundred and five for
the term of Twenty one years (determinable nevertheless

Assignment to Tom Taylor
16 July 1921
N.D.B.I. p 100.

Assignment to Fred Watkins
15 August 1921.
N.D.B.I. p 110.

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as hereinafter mentioned) to be held and used in connection with the New Dun Pit and the Old Shing Pit Gales or Iron Mines of which the Lessees are the registered owners and for no other purpose whatsoever. Paying therefor during the said term unto the King's Majesty His Heir or Heirs the sum of three pounds six shillings and six pence (the said three pounds six shillings and six pence) the first day of the month of August in every year during the term of years therein expressed.



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 Lessee or the Deputy Surveyor or Deputy Gavelor for the time being of the said Forest with or by his or their workmen

servants

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L. Watkins
TS O/P

Assignment to Tom Taylor
16 July 1921
N.D.B.I p 100.

Assignment to Fred Watkins
15 August 1921.
N.D.B.I. p 110.

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as hereinafter mentioned) to be held and used in connection with the Dow Dun Pit and the Old Shing Pit Gales or Iron Mines of which the lessees are the registered owners 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 Three pounds sixteen shillings by equal half yearly payments on the first day of April and the first day of October in every year without any deduction or abatement whatsoever the first of such payments to be made on the first day of April one thousand nine hundred and six. And the lessees hereby jointly and separately 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 yearly rent of Three pounds sixteen shillings on the days heretofore 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 their 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 buildings magazine and 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

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L. Watkins
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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 premises for the purpose of viewing and examining the state and condition thereof. Provided that in the event of any trees on the demised land being cut or injured by the lessees they will on demand pay to the lessor the value of such trees as a growing crop such value to be ascertained and determined by the said Deputy Surveyor whose decision shall be final and binding on all parties.

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 Gales or Horns or one of them and in strict conformity with the Acts 1st and 2nd Victoria Chapter 43 Section 25 and 24th and 25th 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 Gales Pits levels and Works of Iron or Iron Horns 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

and yield up unto the lessor or his or their duly authorized Agent the said demised premises in good and proper repair order and condition.

7. At their 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 of the premises hereby demised and all Orders of Court Probates of Wills and Letters of Administrators 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 docket 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 New Run Pit and Old Spring Pit Gales or Iron Mines 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 Iron or Iron 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 Three pounds sixteen 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 lessees do not in all things observe perform and keep all and singular the covenants provisions conditions and restrictions herein contained and on their 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 retake 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 lessees 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

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been made. And it is hereby agreed and declared that the term "lessor" herein means the King's Majesty His Heirs Successors and Assigns or so long as the reversion of the demised premises is vested in the Crown the Commissioner or Commissioner's Gavellee or Deputy Gavellee 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 respective executors administrators or 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 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 sealed and delivered by the
above named Edward Stafford Howard } E. Stafford Howard (L.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 Fred Watkins in the } Fred Watkins (L.S.)
presence of Thomas C. Pearce, }
Bream, Iron Founder

Signed sealed and delivered by the
above named Warren Watkins in the
presence of Thomas C. Pearce,
Bream, Iron Founder.

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
W. J. Green.

6th Janr: 1906. Assist^t. to the Keeper of the Records

File 1262.

Dated 21st December
1905.

Dean Forest.

Collingwood No. 2. Colliery.

Declaration of
Forfeiture
of grant of Gale.

To

Mr Robert Dobbs
of 91 Birmingham Road, Birmingham
in the County of Warwick.Whereas by the grant of a Gale
dated the twenty seventh day of January
one thousand nine hundred and two
a licence to get the coal from the
Starkey and all unallotted veins above
within the metes bounds limits and
extent thereafter mentioned that was

to say: commencing at a point where the deep pit strikes the coal in each vein and extending eastward and westward as deep as levels to be driven from the same points respectively would drain to the line of boundary stones numbered 48 and 49 at the west end and 50 and 51 at the east end and set up respectively as the boundary thereof and in the land up to the old working and in addition thereto All that further tract in the Starkey Vein on the Deep side of the last described tracts sixty yards in breadth and extending also eastward and westward to the above named boundary stones to be called Collingwood No. 2 Colliery was granted to the above named Robert Dobbs then of Binderford in the County of Gloucester at the rent and royalty reserved by and on the conditions therein contained and referred to And whereas the annual galeage or dead or certain rent of Ten pounds reserved by such grant and payable to His Majesty from and after the expiration of Two years from the date of the said grant became due and payable to His Majesty on the thirty first day of December one thousand nine hundred and four in respect of the said Gale and the same still remains due and unpaid whereby the said Gale has become liable to be forfeited to His Majesty Now I the undersigned Edward Stafford Howard the Commissioner of His Majesty's Woods having the management and direction of the Forest of Dean and being the Graveler thereof Do hereby declare that the hereinbefore recited grant of the twenty

seventh

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seventh day of January One thousand nine hundred
and two is become forfeited and void.

Dated the twenty first day of December One thousand
nine hundred and five.

(Sd) E. Stafford Howard.
A Commissioner of Woods and Gaveler
of the Forest of Dean.

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

2nd January, 1906.

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

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Copy

TINTERN ESTATE.

Agreement made the *first* day of
January One thousand nine hundred and *six*
 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 *Alfred George Adams*
Postman Tintern
 (hereinafter called "the Tenant") of the third part

WHEREBY the said Commissioner agrees to let to the Tenant
 who agrees to take as tenant of His Majesty ALL THAT *House*
Shop, Pasture Orchard and Coppice
numbered 252, 264 and 265 on the Ordnance
Survey, situate in the Parish of Tintern and
containing 1a. 3r. 9p or thereabouts

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 1905* as Tenant from year to year (determinable
 as hereinafter mentioned) at the yearly rent of *Eight Pounds*
 to be paid to the Crown

Receiver for Tintern free from all deductions whatsoever (except
 Landlord's property tax and Tithe Rent charge) by equal half yearly
 payments on the *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 *06*. 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
Eight Pounds on the days and in the manner
 aforesaid.

Enrolled 3rd January 1906.

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20
 or
 21

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 preceeding 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.

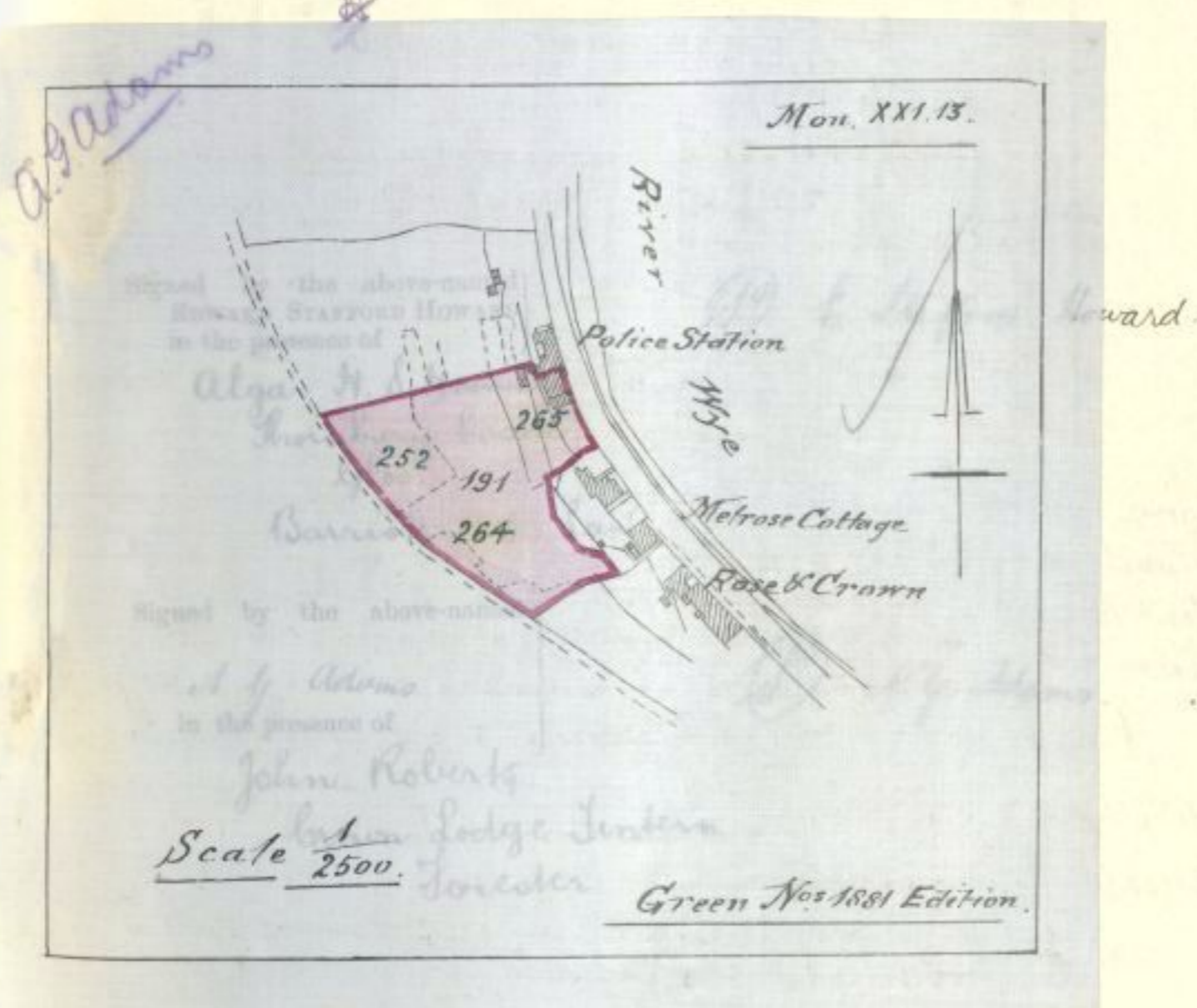
5. To permit the said Commissioner or his Agent at any time or times during the said tenancy to enter into and inspect the state and condition of the said premises and to execute any works thereon or to place thereon any notice.

6. And it is hereby further agreed that six months' notice to quit served on or before the 25th day of March to terminate on 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.

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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.



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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.

[Handwritten flourish]

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

[Signature] E. Stafford Howard.

Algar A. S. Howard
Thornbury Castle
Glos.
Barrister at Law.

Signed by the above-named
A. G. Adams
in the presence of

[Signature] A. G. Adams

John Roberts
Brown Lodge Tintern
Forester

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W B & L (s) - 34128 - 360-5-5

TINTWATER ESTATE.

Dated 1907

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.

Memo. The dwelling house and premises comprised in the enclosed agreement have been let to William Wheeler, Mason, of Tintem at the rent and on the conditions within mentioned as from the 29th day of September 1907.

I Alfred George Adams agree to give up possession to William Wheeler on the 29th September 1907.
Witness (sgd) Francis Hobbs. (sgd) Alfred Geo. Adams.

I William Wheeler agree to rent as above stated as from the 29th September 1907.
Witness (sgd) Francis Hobbs. (sgd) W. J. Wheeler.

I approve of the above agreement.

(sgd) E. Stafford Howard,
Commissioner of Woods, etc.
21st September 1907.

E. STAFFORD HOWARD

Dated

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TINTON ESTATE.

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...eeler, Mason,
...in mentioned

...possession

...907.

...Adams.

...we stated

...let.

...ard.

...ds, etc

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File 8900

Dated
1 January 1906.Alice Holt
Woods.E. Stafford
Howard Esq.
C.B. aCommissioner
of His Majesty's
Woods Forests
and Land
Revenues
and
Thomas SampsonAgreement
for letting
lands at
Binstead
containing
5.1.18 or
thereabouts on
a yearly
tenancy from
10th day of
October, 1905.Rent £7.10.0
per annum.* Reduced See
Mem. on Page 516

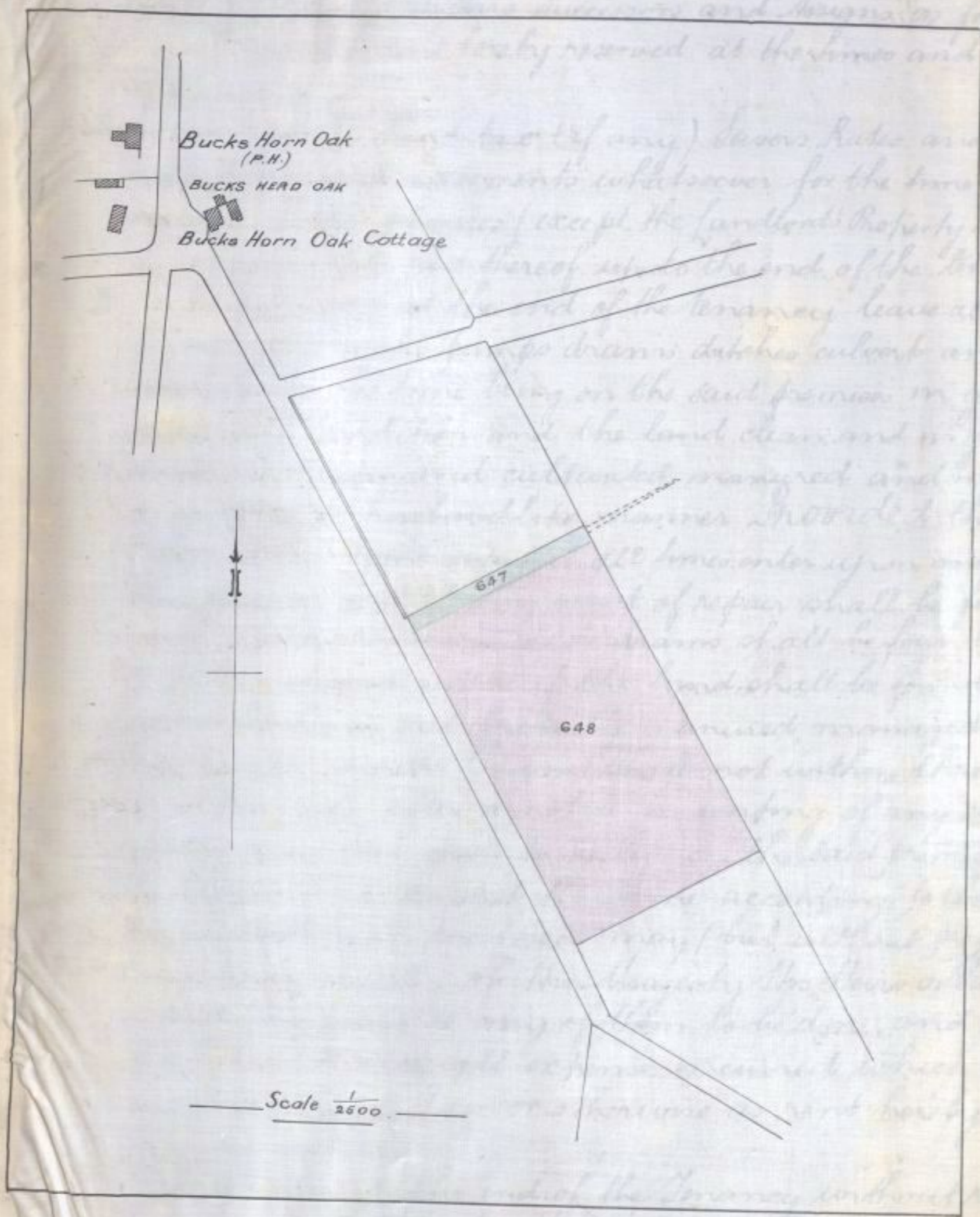
Articles of Agreement made the first day
of January One thousand nine hundred and six
Between The King's Most Excellent Majesty
of the first part Edward Stafford Howard
Esquire C.B. the Commissioner of His Majesty's Woods
Forests and Land Revenues in charge of the premises
hereby agreed to be let of the second part and
Thomas Sampson Contractor, residing at Upper
Hale Farnham in the County of Surrey hereinafter
called "the 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 Tenant who agrees to
take as Tenant to His Majesty

All that piece or parcel of land adjoining the
enclosure known as the Willow Green Plantation
situate in the Parish of Binstead in the County of
Hants containing five acres one rood and twenty
eight perches or thereabouts delineated and coloured
red and green on the plan attached hereto and are
thereon numbered 648 and 647 respectively Together
with the appurtenances thereto belonging Reserving
thereout unto His Majesty His Heirs Successors and
assigns (subject only to the concurrent rights of the
Tenant under the Ground Game Act 1880) the exclusive
right of hunting shooting and sporting together with
a right of way over the said piece of land numbered
647. And also reserving all timber and other trees
tellers pollards spires and saplings and all
mineral substances and substrata To hold the
premises to the tenant on a yearly tenancy from
the tenth day of October One thousand nine hundred
and five (determinable as hereinafter provided) at
the yearly rent of Seven pounds ten shillings
to be paid into the hands of the Deputy Surveyor of
Alice Holt Woods free from all deduction by equal
quarterly payments on the fifth day of January
the fifth day of April the fifth day of July and

the

the tenth day of October in every year the first payment to be made on the fifth day of January one thousand nine hundred and six and the payment of the rent for the last quarter of a year of the tenancy to be made in advance on the quarter



Provided always and these presents are upon this condition that if any rent hereby reserved shall be

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L. Atkinson
T. O. P.

the tenth day of October in every year the first payment to be made on the fifth day of January One thousand nine hundred and six and the payment of the rent for the last quarter of a year of the tenancy to be made in advance on the quarter day next preceding the end thereof And the Tenant hereby agrees with His Majesty His Heirs Successors and Assigns as follows:-

1. To pay the rent hereby reserved at the times and in manner aforesaid.
2. To pay the land tax (if any) Sewers Rates and all other rates taxes and assessments whatsoever for the time being ^{payable} in respect of the premises (except the Landlord's Property Tax) with a proportionate part thereof up to the end of the tenancy.
3. To keep and at the end of the tenancy leave all hedges fences gates banks pumps drains ditches culverts and water-courses for the time being on the said premises in good repair order and condition and the land clean and in good heart and condition and cultivated manured and managed in a good and husbandlike manner Provided that the lessor or his Agent may at all times enter upon and examine the premises and if any want of repair shall be found or any ditches watercourses or drains shall be found not properly cleared out or if the land shall be found not in good condition and properly manured managed and cultivated and the Tenant shall not within three calendar months next after a notice in writing of any such matters shall have been given to or left on the said premises for him to repair and amend the same according to the covenants herein contained the lessor may (but without prejudice to any other remedy of His Majesty His Heirs or Successors) cause the same or any of them to be done and charge the Tenant with all expense incurred which may be recovered by distress or otherwise as rent hereby reserved and in arrear.
4. To leave at the end of the tenancy without requiring any compensation for the same all the dung and manure that may then be upon the premises
 Provided always and these presents are upon this condition that if any rent hereby reserved shall be

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in arrear for twenty one days or if there shall be a breach of any of the agreements on the part of the Tenant herein contained or if the Tenant shall become Bankrupt or either voluntarily or involuntarily do or suffer anything in consequence whereof his interest in the premises shall without such consent as aforesaid become vested in any other person except by bequest or by representation as executor or administrator Then and in any of the said cases the lessor may reenter and retain possession of the 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 Tenant to His Majesty His Heirs and Successors in addition to any rent then due a proportionate part of the accruing rent for the then current quarter of a year up to the day on which such reentry shall have been made

Provided also and it is hereby agreed that the 33rd Section of the Agricultural Holdings (England) Act 1885 shall not apply to the tenancy hereby created but that such tenancy may be determined on the fifth day of April or the tenth day of October either in the first or any subsequent year of the tenancy by giving to the other of them six months previous notice and if such notice shall proceed from the lessor the same may be given to the Tenant or left upon the premises or sent to him by registered post and if such notice shall proceed from the Tenant the same shall be left at the local Office of the lessor paying the rent hereby reserved and performing and observing the agreements on the part of the Tenant herein contained up to the day of the tenancy becoming determined.

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 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 "Tenant" shall include his executors administrators and assigns.

And the said Edward Stafford Howard doth hereby direct that this Instrument 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.

Witness to the signature of the }
said Edward Stafford Howard } E. Stafford Howard.
Chas. E. Howlett.

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

Witness to the signature of the }
said Thomas Sampson } Thomas Sampson & Sons
Mr. W. Melham, } Folly View, Upper Hale,
Upper Hale, } Farnham, Surrey.
Farnham.

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

W. J. Green.
12. Jan. 1906. Assistant to the Keeper of the Records.

Memorandum. It is hereby agreed and declared that as from the tenth day of October 1906 the rent payable in respect of the premises now held under the within written Agreement has been reduced by £1. 10. 0 per annum in consequence of the impoverished state of the land

(Sd.) Messrs Sampson & Sons Tenant.
Witness Geo. Pharo Esq. }
Hogfatch, Farnham, Surrey.
(Sd.) E. Stafford Howard. Commsr of Woods.
Witness Chas. E. Howlett Office of Woods &c.

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Handwritten notes in the left margin of page 547, including a red 'x' and 'm' at the bottom.



Fragment of text from the adjacent page on the right, including words like 'Se', 'nin', 'MO', 'STA', 'Ma', '(he', 'as', 'ter', 'to', 'L', '1', 'o', 't', 't'.