Dean Forest. File 948a — Easement. — Western Petroleum Co. Ltd. — Permission to lay pipes at Parkend — 25 April 1906.

F. 1140.

Office of Woods &c.
25th April 1906.

Dr.

Dean Forest.
File 948a Easements.

The Deputy Surveyor of the Dean Forest has forwarded to this Office your application on behalf of the Western Petroleum Company Limited for permission to lay a pipe over the waste of the Forest for the purpose of carrying away the water from an oil tank erected by your Company at Parkend.

In reply I am directed by Mr. Stafford Howard to state that he is willing to give you permission to lay and during the pleasure of this Department to maintain a pipe over the Brown waste in the position shown by red colour on the enclosed tracing the tank being indicated by a cross thereon upon the terms and conditions following viz:—

1. An acknowledgment of 2/6 per annum is to be paid to the Deputy Surveyor in advance on the 5th April in each future year during the continuance of this permission the first payment in respect of the year to 5th April 1907 having been made to the Deputy Surveyor.
2. In the event of this permission being determined the pipe is to be taken up and surface of the soil is to be restored to its original condition to the satisfaction of the Deputy Surveyor.
3. The permission hereby proposed to be granted would be personal to your Company and would not attach to the premises. No transfer would be recognized unless the written sanction of this Department had been previously obtained.

If this offer is accepted I am to request that you will return to this Office the enclosed letter signed and dated on behalf of the Company.

I am, Sir, &c.
(Sd.) Chas. E. Howlett.

F. A. Aumonier, Esq.

Atlantic Buildings,
Mount Stuart Square
Cardiff.

Dean Forest.
File 948a.

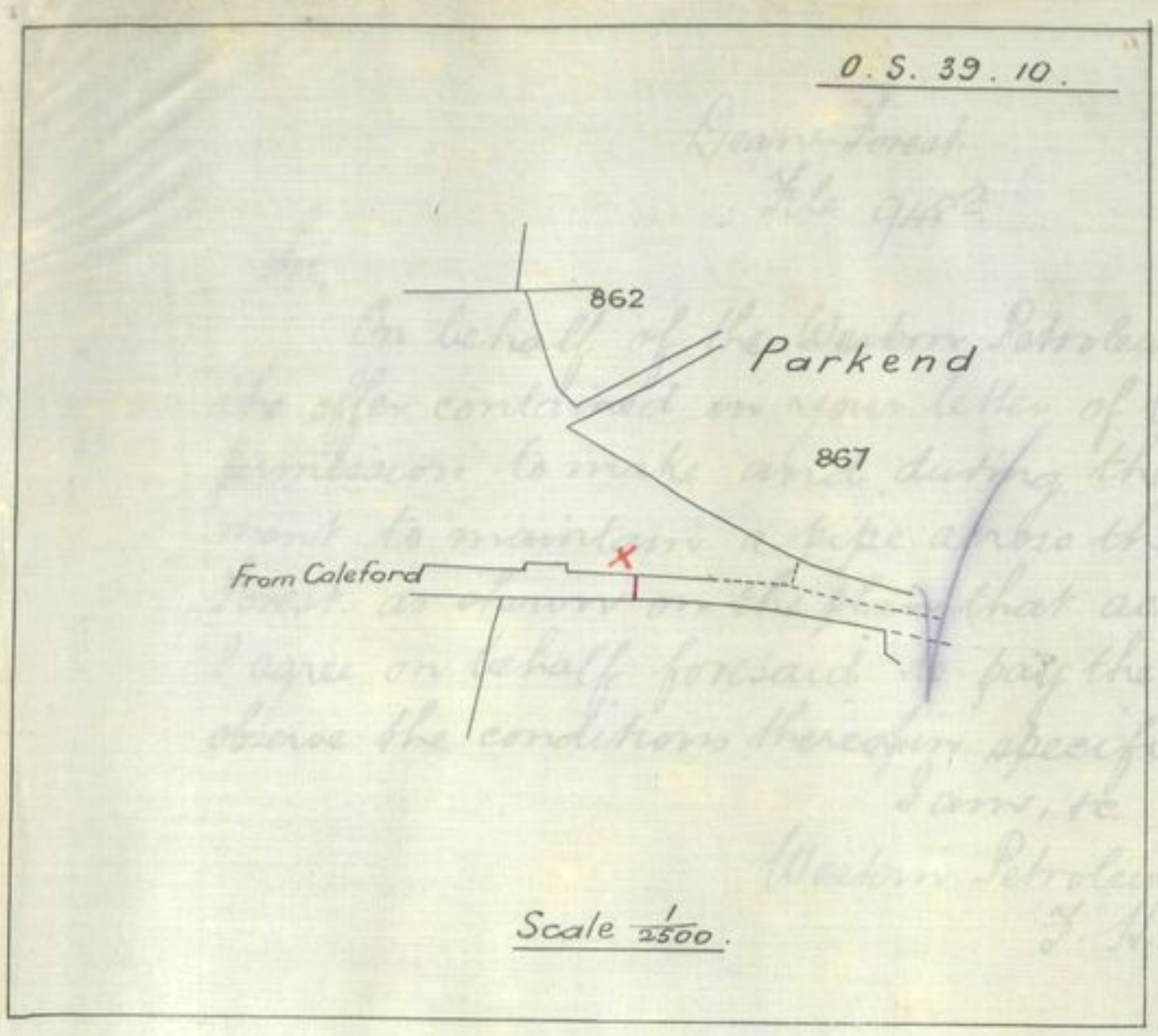
Sir,

On behalf of the Western Petroleum Co. Ltd I beg to accept the offer contained in your letter of the 25th April 1906 of permission to make and during the pleasure of your Department to maintain a pipe across the Crown waste of the Forest. as shown on the plan that accompanied your letter and I agree on behalf foresaid to pay the acknowledgment and to observe the conditions therein specified.

I am, &c.
Western Petroleum Co. Ltd.
F. H. Aumonier.
Manager.

E. Stafford Howard Esq. C.B.

Western Petroleum Co.



ie Buildings,
mt Stuart Square
Cardiff.

Co. Ltd I beg to accept
25th April 1906 of
easure of your Depart-
rown waste of the
panied your letter and
knowledgment and to

Co. Ltd.
nonier.
Manager.

DEAN FOREST.

Articles of Agreement made the sixth day of July 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 His Majesty's Woods Forests and Land Revenues of the second part and Philip John Perkins of Milkwall (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 Cottage and Garden situate at Milkwall in the County of Gloucester, containing about 1r. 17¾p. and coloured red on the plan annexed hereto

lately in the occupation of Richard Baldwin

together with the fixtures therein TO HOLD the same hereditaments to the said tenant from the ~~24th~~ 5th day of ~~May~~ July 1906 ~~for the period to 5th July, 1906, and thereafter~~

to Tintern Parva

le.

as tenant from year to year (the tenancy being however determinable as after mentioned) at the ~~yearly~~ rent of ~~£0 for the period to 5th July, 1906 and thereafter at the yearly rent of~~ Five pounds 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 5th day of January the 5th day of April the 5th day of July and the 10th day of October in every year the first ~~Quarterly~~ ~~first~~ payment to be due on the ~~5th~~ 10th day of ~~July~~ Oct., 1906 AND the said tenant hereby agrees that he will pay to the King's Majesty the said yearly rent of Five 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

O.S. 38.8.

Scale

Signed by th
Edward St
in the prese
(sgd) L

Signed by t
P. J. Perk
in the prese
(sgd) D

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

ry
ul
to
re
ng
ng
m
he
ch
he
nd
ch
d
e
n
e

Signed by the above-named EDWARD STAFFORD HOWARD in the presence of (sgd) Chas. E. Howlett. Office of Woods, 1 Whitehall Place, London, S.W. } (sgd) E. Stafford Howard.

Signed by the above-named P. J. Perkins in the presence of (sgd) Rowland Hill, Birches Lodge, Parkend, Accountant. } (sgd) P. J. Perkins.

Inrolled 12/7/06.

to Tintern Parva

le.

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 } (sgd) E. Stafford Howard.

(sgd) Chas. E. Hovlett.
Office of Woods,
1, Whitehall Place,
London, S.W.

Signed by the above-named P. J. Perkins in the presence of } (sgd) P. J. Perkins.

(sgd) Rowland Hill,
Birches Lodge,
Parkend,
Accountant.

Inrolled
12/7/06.

to Tintern Parva

le. _____

Agre

BETWEEN
EDWARD
Majesty's W
the M

WHEREBY t
to let to th
to the cond
The
Parish of
aid County
or thereabo
colored red

1.
and to cont
His Majest
the Tenant
notice proc
upon the
proceed fr
missioners
Act 1883 s

2.
Crown Rec
day of

An
proportion
hereby agr
break up o
such of th
up or digg

Pro
or otherw
deemed to
next prev

3.
and other
property t

4.
permanen
case. Al
timber an
Majesty h
away the

5.
exclusive
successors
the Tenan
Victoria c

6.
to mow a
year.

7.
repair an
good and
and to ke
materials

8.
part with

9.
produce

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 (x)—27700—150-12-4

Dated 190

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

ed and declared
n the plan referred
e been given up
And it is
per annum is to
et of the premises

h day of April 1910.

e.

rd.

Copy

Agreement made this 15th day of June, 1906,
BETWEEN THE KING'S MOST EXCELLENT MAJESTY of the first part; EDWARD STAFFORD HOWARD, ESQUIRE, C.B., a Commissioner of His Majesty's Woods, of the second part, and Thomas Lewis Preece of the Cross Hands Farm, Irelleck, Farmer (hereinafter called "the Tenant,") of the third part.

WHEREBY the said EDWARD STAFFORD HOWARD as such Commissioner agrees to let to the Tenant who agrees to take from year to year on the terms and subject to the conditions and reservations following the farm lands and tenement known as The Crosshand Farm, Irelleck situate in the Parish of Irelleck and County of Monmouth and containing 156a. 0r. 23p. or thereabouts more particularly described in the Schedule hereto and delineated and colored red on the plan hereto.

1. The tenancy to commence on the second day of February 1906 and to continue yearly until the Commissioner or Commissioners for the time being of His Majesty's Woods in charge of the premises (hereinafter called the Commissioner) or the Tenant determine the same by six months' previous notice in writing AND if such notice proceed from the Commissioner the same may be given to the Tenant or left upon the premises for him or sent to him by registered post and if such notice shall proceed from the Tenant the same shall be left at the local Office of the Commissioners of Woods and the 33rd Section of the Agricultural Holdings (England) Act 1883 shall not apply.

2. The rent to be £ 85 : 15 : 9 per annum, payable Half-yearly to the Crown Receiver for Tintern on the 2nd day of August and the second day of February

*Reduced by £10 p.a. as from 2 Feby 1910. See memo. endorsed hereon.

An additional yearly rent to be paid of twenty pounds for each acre (and so in proportion for any less quantity than an acre) of meadow or permanent pasture land hereby agreed to be let which the Tenant shall without the required consent plough break up or dig for any purpose the first payment of such additional rent to be made on such of the said half-yearly days as shall first happen after any such ploughing breaking up or digging and to continue payable during the residue of the tenancy.

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

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

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

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

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

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

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

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

10. The Commissioner reserves the power of taking at any time after the expiration of one month's notice given to the Tenant any portion of the land for planting or building or quarrying or enclosing or any improvement allowing the tenant a proportionate reduction from the rent for every acre or part of an acre so taken and making reasonable compensation for damage to any growing crop.

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

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

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

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

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

As WITNESS the hands of the said parties.

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

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

WITNESS to the Signature of the said Thomas L. Preece. .... } (sgd) Tom Lewis Preece.

(sgd). John Roberts,
Crown Lodge, Intern.
Crown Forester.

Preece

16th. Jun

Rivesce

16th June, 1906.

THE SCHEDULE hereinbefore referred to.

No. of Map.	No. on Map.	Description of Land or Building.	Area. A.	R.	P.
XX.34. 8&12	4	Pasture	5	2	7
	5	Pasture	3	2	24
	55	Pasture	6	1	16
	81	Pasture	1	3	20
	82	Buildings etc.	.	2	2
	Pt. 84	House & garden	.	.	10
	107	Arable	7	3	20
	111	Pasture	4	2	26
	112	Arable	6	2	31
	113	Lane	.	1	4
	114	Pasture	4	2	22
	115	Pasture Orchard	.	1	34
	116	Pond		.	29
	125	Pasture	3	2	6
	130	Pasture	3	2	25
	141	Pasture	7	3	23
	142	Pasture	6	2	21
	143	Pasture	10	0	3
	144	Arable	9	1	7
	145	Arable	6	1	3
	460	Arable	11	.	23
	495	Arable	5	.	15
	496	Arable	1	.	23
	498	Pasture	2	3	19
	862	Rough Pasture & Fern	20	1	18
	1008	Fern	12	3	31
	1009	Fern.	12	2	1
			156	0	23

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.

(sgd) Edward Salisbury.
Assistant to the Keeper of the Records.

16th. June, 1906.

Dated 190

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

A Commissioner of His Majesty's Woods, &c.,

AND

Agreement *for letting and taking*

from year to year from

19

Rent £ *Per Ann.*

W B & L (x)-20263—250-4-4

Memorandum. It is hereby agreed and declared that the pieces of land No. 4, 5, & 55 on the plan referred to in the within written Agreement have been given up as from the 2nd day of February 1910 And it is further agreed that a reduction of £10 per annum is to be made in the rent payable in respect of the premises as from the said 2nd February 1910.

Dated this 14th day of April 1910.

Witness
Francis Hobbs.

Tom Lewis Preece.

Witness to the signature of Sir E. Stafford Howard
Chas. E Howlett
Office of Woods.
London. SW

E. Stafford Howard.

Schedule 1907

Jul 897 16.

Dated 6 June 1906

Dean Forest.

E. Stafford Howard. Esq. CB. a Commissioner of Woods &c. and The Parkend Deep Navigation Company Limited

Deed of Exchange of land at Parkend Walk

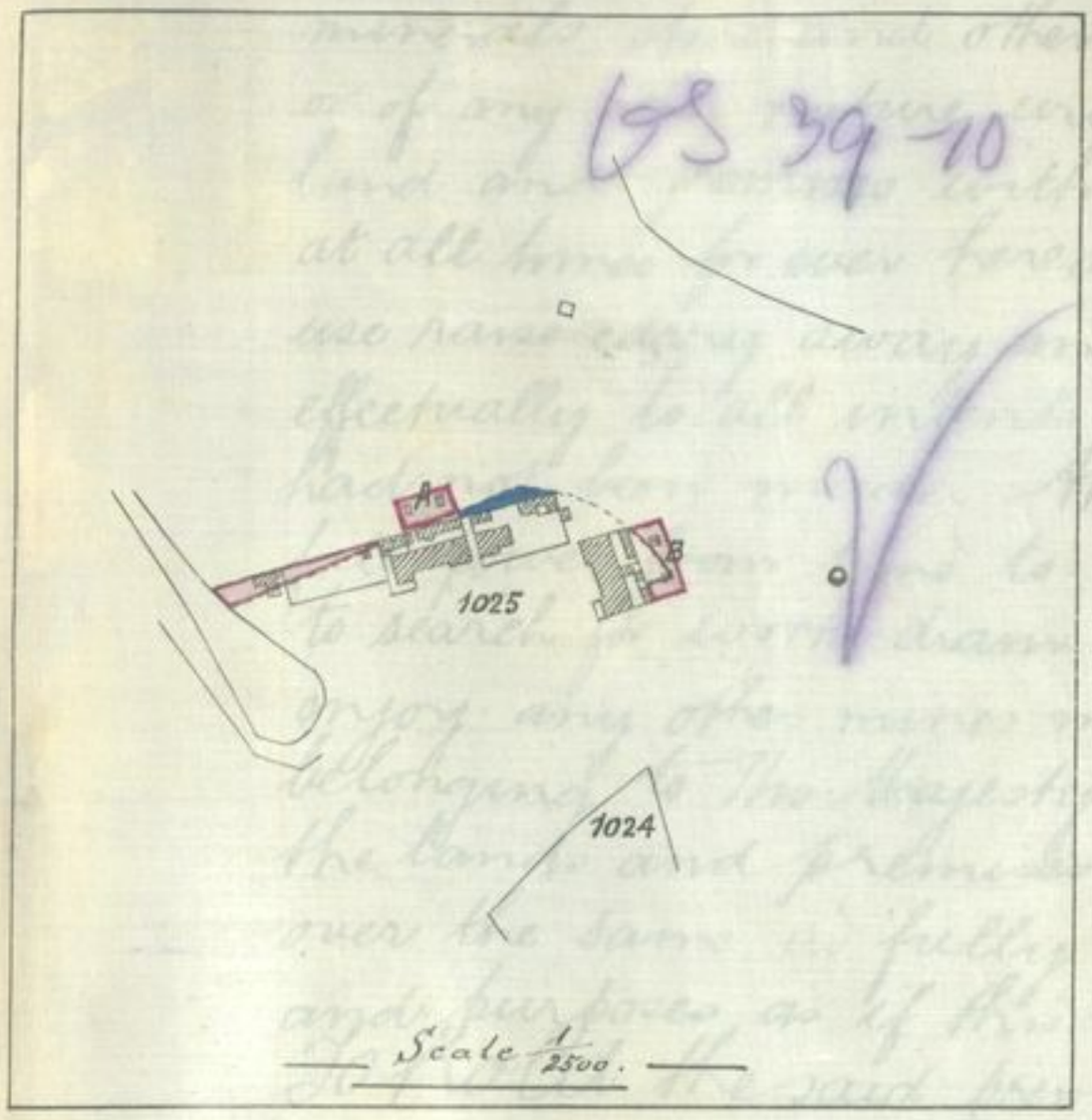
This Indenture made the sixth day of June One thousand nine hundred and six Between The Kings Most Excellent Majesty of the first part Edward Stafford Howard Esquire C.B. the Commissioner of Woods in charge of the Land Revenues of the Crown in the Forest of Dean in the County of Gloucester of the second part and The Parkend Deep Navigation Company Limited of Parkend in the said County of Gloucester Colliery Proprietors (hereinafter referred to as "the Company") of the third part Whereas His Majesty is seised in right of His Crown of the inheritance in fee simple of the pieces of land and hereditaments first hereinafter described and intended to be hereby conveyed subject as hereinafter mentioned And whereas the Company is seised for an estate of inheritance in fee simple in possession free from incumbrances of the land and hereditaments secondly hereinafter described And whereas the said Edward Stafford as such Commissioner as aforesaid has on behalf of His Majesty agreed with the Company to grant and convey in manner hereinafter appearing the three pieces of land and premises belonging to His Majesty first hereinafter described in exchange for the piece of land belonging to the Company secondly hereinafter described and for the payment by the Company of the sum of Twenty one Pounds five shillings for equality of exchange Now this Indenture witnesseth that in pursuance of the said Agreement and in consideration of the sum of Twenty one Pounds five shillings paid by the Company to the said Edward Stafford Howard of which sum the said Edward Stafford Howard ~~as such Commissioner~~ doth hereby acknowledge the receipt He the said Edward Stafford Howard as such Commissioner as aforesaid in exercise of the powers of the Crown lands Acts 1829 to 1894 and of all other powers in anywise enabling him in this behalf Doth on behalf of the Kings Majesty grant and convey

unto

unto the Company All those three pieces or parcels of land containing together twenty two perches and one quarter of another perch or thereabouts situate in Parkend Walk in the said Forest of Dean and more particularly delineated and described on the plan (being a copy of the Ordnance Survey) drawn in the margin of these presents and thereon coloured red Save and except out of this Grant all mines minerals stone and other substrata whether of a metallic or of any other nature within under or upon the said land and premises with full power from time to time and at all times for ever hereafter to enter upon search for work use raise carry away and enjoy the same as fully and effectually to all intents and purposes as if this Grant had not been made. And also save and except full power from time to time and at all times hereafter to search for work drain use raise carry away and enjoy any other mines minerals stone or substrata belonging to His Majesty and lying beyond the limits of the lands and premises hereby granted through or over the same as fully and effectually to all intents and purposes as if this Grant had not been made. To hold the said premises hereby conveyed (subject nevertheless to all the rights powers and privileges of all present and future holders or grantees of any sales leases or licenses of or concerning any mines or minerals according to the laws customs and regulations of the Forest of Dean unto the Company their Successors and assigns for ever And this Indenture further witnesseth that in further pursuance of the said Agreement and in consideration of the conveyance hereinbefore made They the Company as Beneficial Owners DO hereby grant unto the King's Majesty his Heirs and Successors All that piece or parcel of land containing four perches and one quarter of another perch or thereabouts situate at Parkend Walk aforesaid more particularly delineated and described on the said plan and thereon coloured blue Together with the appurtenances To hold the same pieces or parcels of land and premises last hereinbefore

described

unto the Company All those three pieces or parcels of land containing together twenty two perches and one quarter of another perch or thereabouts situate in Parkend Walk in the said Forest of Dean and more particularly delineated and described on the plan (being a copy of the Ordnance Survey) drawn in the margin of these presents and thereon [illegible] except out of this Grant all mines [illegible] substrata whether of a metallic [illegible] in under or upon the said [illegible] full power from time to time and [illegible] to enter upon search for work [illegible] enjoy the same as fully and [illegible] and purposes as if this Grant [illegible] also save and except [illegible] time and at all times hereafter [illegible] raise carry away and [illegible] minerals stone or substrata [illegible] and lying beyond the limits of [illegible] hereby granted through or [illegible] and effectually to all intents [illegible] grant had not been made. [illegible] hereby conveyed (subject [illegible] rights powers and privileges of all present and future holders or grantees of any sales leases or licenses of or concerning any mines or minerals according to the laws customs and regulations of the Forest of Dean unto the Company their Successors and assigns for ever And this Indenture further witnesseth that in further pursuance of the said Agreement and in consideration of the conveyance hereinbefore made They the Company as Beneficial Owners DO hereby grant unto the King's Majesty his Heirs and Successors All that piece or parcel of land containing four perches and one quarter of another perch or thereabouts situate at Parkend Walk aforesaid more particularly delineated and described on the said plan and thereon coloured blue Together with the appurtenances To hold the same pieces or parcels of land and premises last hereinbefore



described

described unto and to the use of the King's Majesty His Heirs and Successors in right of His Crown And the Company do hereby for themselves their successors and assigns and to the intent and so as to bind not only themselves personally but also as far as practicable all persons claiming title under them to the land and premises or any part thereof and to bind such land and premises into whosoever hands the same may come covenant with the Kings Majesty His Heirs and Successors That they the Company their successors and assigns will not at any time hereafter erect any building or erection (except a boundary fence) on the said land and premises marked A and B. hereby conveyed to them within six feet of the boundary of the said land and premises where such boundary adjoins land belonging to His Majesty His Heirs or Successors And will upon every Conveyance Lease or other assurance of the said land and premises or any part thereof give to the Purchaser Lessee or Grantee express notice of such covenant And the said Edward Stafford Howard doth hereby direct that this Deed shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Enrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Enrolments In Witness whereof the said Edward Stafford Howard has hereunto set his hand and seal and the Company have caused their common seal to be hereunto affixed the day and year first above written.

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

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

J. H. Deakin
J. S. Stockaday } Directors (Seal)

J. S. Stockaday Secretary.

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

23rd June 1906. (sgd.) C. Salisbury.
Assistant to the Keeper of the Records.

File 6101.

TINTERN ESTATE.

Agreement made the 11th day of July 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 James Morgan Mason (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 Pasture Orchard with ruined house (which is not to be used for human habitation) thereon Garden & Brake being ordnance numbers 432 - 437 - 438 - 443 - 444 & 445 situate in the Parish of Llandogo. Mon: containing about 3 ac. 2 rds. 23 pls.

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 second day of February 1906 as Tenant from year to year (determinable as hereinafter mentioned) at the yearly rent of £6 - 0 - 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 2nd day of August and the 2nd day of February in every year the first half yearly payment to be due on the 2nd day of August 1906 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 £6 - 0 - 0. on the days and in the manner aforesaid.

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.

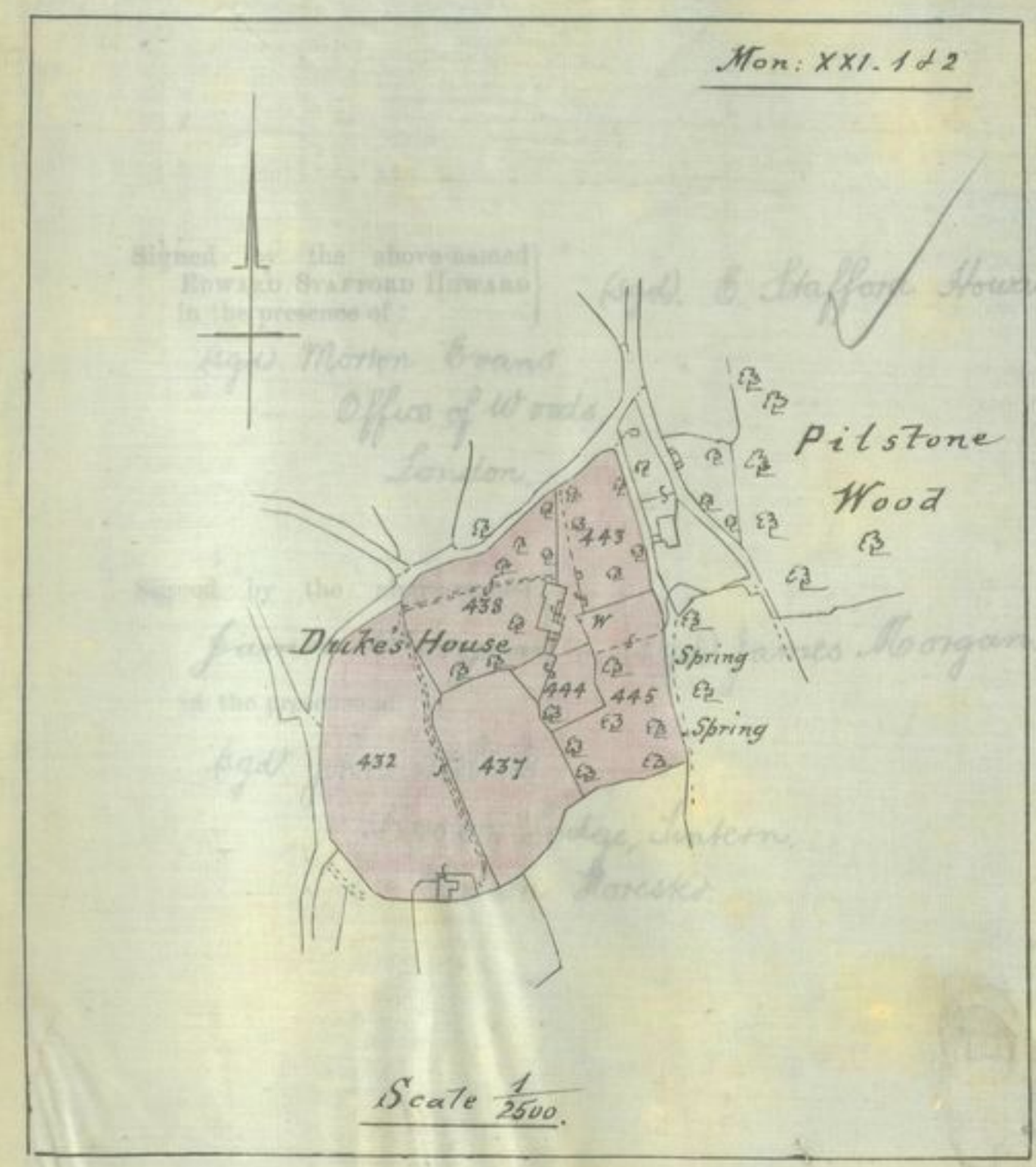
4. Not to assign underlet or part with the possession of the said premises or any part thereof without the previous consent in writing of the said Commissioner.

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 served on or before the 2nd day of August to terminate on the 2nd day of February in any year may be given by the said Commissioner or by the Tenant and if such notice shall proceed from the said Commissioner the same may be given to or left for the Tenant on the said premises or sent to him by registered post and if such notice shall proceed from the Tenant the same shall be sent by registered post to or left either at the Office in London or at the Local Office of the said Commissioner.

7. And it is hereby further agreed that the said Commissioner shall have a right of re-entry on non-payment of the rent for 21 days whether legally demanded or not or on breach or non-observance of any of the Tenant's agreements.

AND the said Commissioner doth hereby direct that this Agreement shall be deemed to be fully and sufficiently inrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Inrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Inrolments IN WITNESS whereof the said parties to these presents of the second and third parts have hereunto subscribed their names the day and year first above written.



Inrolled
12th July, 1906

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 } (sgd). E. Stafford Howard.

(sgd) Morton Evans
Office of Woods.
London.

Signed by the above-named James Morgan in the presence of } (sgd) James Morgan.

(sgd) John Roberts,
Crown Lodge, Tintern.
Crown Forester.

Inrolled
12th July, 1906

TINTERN ESTATE.

Dated 190 .

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 (x)—34126—350-5-5

35

DEAN FOREST.

Dated 190 .

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

AND

agreed and
e 5th day of
ent of 12/- per
able for the
the within
respect of outlay
the erection of

907.

liam Delaney Lenan
tafford Howard. {Commission
of Woods

Determined as from 5 Jany 1916 See F 8694 File F 1395

Highmeadow Estate

~~DEAN FOREST~~.

Articles of Agreement made the 16th day of June 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 His Majesty's Woods Forests and Land Revenues of the second part and William Delaney (Crown Labourer)

(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 Cottage and Garden being one of the two Cottages known as Bracland Cottages situate at Coal Pit Hill in the County of Gloucester containing about 23½ perches 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 fifth day of April 1906

as tenant from year to year (the tenancy being however determinable as after mentioned) at the yearly rent of four pounds 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 on the fifth day of July 1906 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

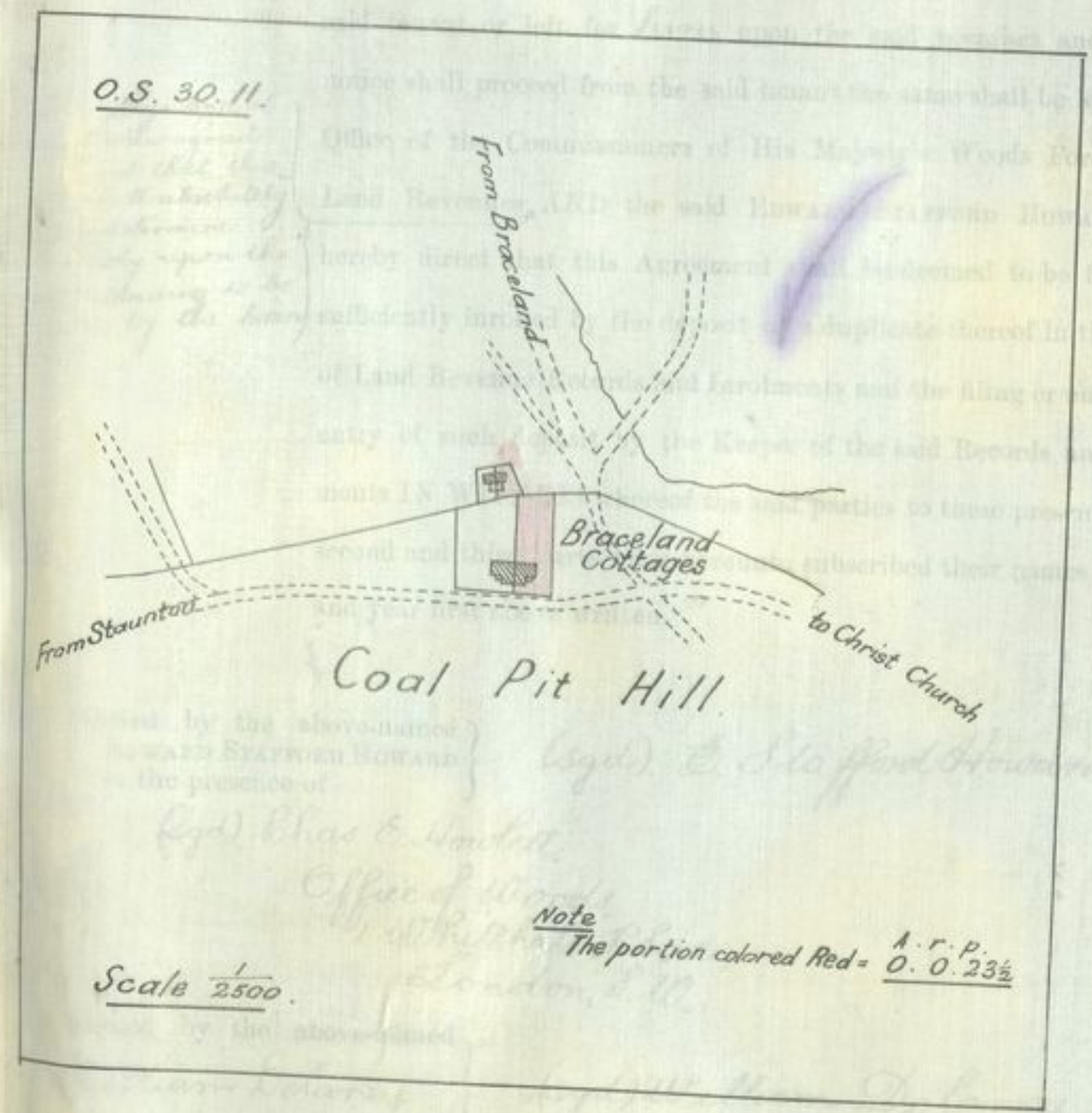
See back

O.S. 30

From Staunton

Scale

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



(Sgd.) William Walton,
Perch Lodge
Crown Lodge.

Inrolled,
20th. June, 1906.

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.

ided always and it
hereby further agreed
declared that this
ancy shall absolutely
ased determine
nediately upon the
nant ceasing to be
ployed by the Crown

Signed by the above-named EDWARD STAFFORD HOWARD in the presence of } (sgd). E. Stafford Howard.

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

Signed by the above-named William Delaney in the presence of } (sgd) William Delaney.

(sgd) William Watson,
Perch Lodge
Crown Lodge.

Inrolled.
20th. June, 1906.

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 (x)—27750—150-12-4

Memorandum. It is hereby agreed and declared that as from the 5th day of April 1907 an additional rent of 12/5 per annum has become payable for the premises now held under the within written Agreement in respect of outlay made by the Crown in the erection of a Coal House.

Dated 12th April 1907.

William Delaney Tenant
E. Stafford Howard. {Commissioner of Woods

Dated 18th June, 1906

Dean Forest.

E. Stafford Howard Esq, C.B. a Commissioner of His Majesty's Woods etc. to Mr. Wm. Holford.

Agreement for letting Quarry No. 704 on a yearly tenancy commencing 25th March, 1906

certain Rent £4 per annum

~~Lease~~ Assignment of Under Lease dated 10 June 1911 Mr. Holford to J. Miles

An Agreement made the eighteenth day of June – One thousand nine hundred and six Between The King's Most Excellent Majesty of the first part, Edward Stafford Howard Esq., C.B. the Commissioner of His Majesty's Woods in charge of the premises hereby demised and Traveller of the Royal Forest of Dean of the second part and William Holford of Oldcroft near Lydney in the County of Gloucester Freeminer (hereinafter called "the Lessee") of the third part Witnesseth that in consideration of the rent hereinafter reserved and of the covenants hereinafter contained the said Edward Stafford Howard as such Commissioner as aforesaid on behalf of His Majesty Doth demise and lease unto the lessee All and singular the quarries, beds and veins of stone within All that stone quarry situate at Viney Hill in Blakeney Walk in the said Forest of Dean and numbered 704 in the Deputy Surveyor's Quarry Lease Books which quarry ground is more particularly delineated and described on the plan drawn in the margin of these presents and is thereon coloured red To Hold the said Quarry unto the Lessee from the 25th Day of March One thousand nine hundred and six Upon a yearly tenancy Paying unto His Majesty His Heirs and Successors therefor the rent or sum of Two pounds for the first half year of the said tenancy and thereafter the clear yearly rent of Four pounds, such rent to be paid to the Crown Receiver for the said Forest on the twenty ninth day of September in every year free from all deductions (except Landlord's Property Tax) And the ~~said~~ Lessee hereby covenants with His Majesty His Heirs and Successors in manner following (that is to say)

1. To pay unto His Majesty His Heirs and Successors the said rent hereby reserved at the time and in the manner hereinbefore mentioned for payment thereof, without any deduction or abatement whatsoever (except as aforesaid).
2. To bear pay and discharge all and all manner of present and future taxes rates charges assessments impositions and outgoings of what nature ~~and~~ or kind soever in respect of the said premises.
3. To abide by fulfil and keep all and singular the rules and regulations set forth in the Award of the Dean Forest Mining Commissioners relating to quarries in the said Forest made pursuant to the Act of Parliament 1st & 2nd Victoria, Chapter 43.
4. Not at any time during the said tenancy to cultivate the said quarry hereby demised or use the same or any part thereof for any purpose whatsoever other than as a stone quarry and not to erect or make any building thereon except a cabin

for

for sharpening or depositing therein quarrying implements which cabin shall not on any pretence or for any cause or reason be used or occupied as a dwelling house or for any other purpose other than for sharpening and depositing therein implements necessary for working and carrying on the said quarry.

5. To fence round in a proper and substantial manner to the satisfaction of the Lessor (the term "Lessor" being hereinafter defined) all and singular the pits and openings which shall be made or worked under or by virtue of these presents and to erect and set up within one month from the date hereof all such boundary stones at each angle of the site of the said quarry and also all such gates posts pales and other defences around or about the said quarry as shall be necessary or as shall be required by the Lessor for the better defining and identifying the said quarry and for preventing cattle or other animals from trespassing thereon or injuring themselves and at all times during the said tenancy to keep in good and substantial repair such boundary stones gates posts pales and other defences and not during the said tenancy to 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.

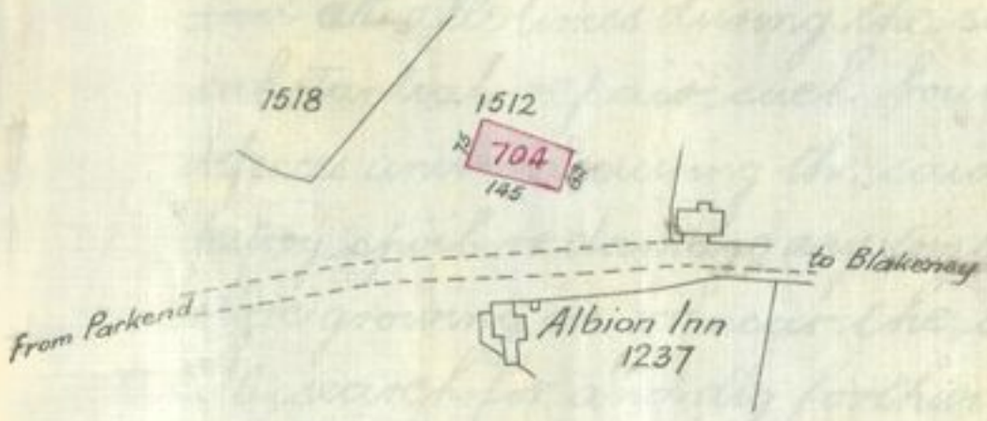
6. To search for and dig forthwith stone from the said quarry and with sufficient good and able-bodied quarrymen and workmen to work manage and carry on the said quarry in a fair workmanlike and proper manner to the satisfaction of the Lessor and not at any time to commit or suffer within the said quarry 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 Lessee 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 Lessee or left for him upon the said quarry then the Lessee 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 Lessee from his liability in respect of any damage occasioned as aforesaid.

7. To permit the Lessor and his agents or servants at all seasonable times to enter and inspect the said quarry and in case any want of fencing or

repair

for sharpening or depositing therein quarrying implements which cabin shall not on any pretence or for any cause or reason be ~~used or~~ occupied as a dwelling house or for any ~~other~~ purpose other than for sharpening and depositing therein implements necessary for working and carrying on the said quarry.

5. To fence round in a proper and substantial manner to the satisfaction



O.S. 39.15.

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

fter defined) all and singular
or worked under or by virtue of
thin one month from the date
ngle of the site of the said quarry
ther defences around or about the
s shall be required by the Lessor
e said quarry and for preventing
thereon or injuring themselves
ncy to keep in good and
nces gates posts pales and other
to fell stub cut lop or wilfully
tree pollard sapling or young
mises or any part thereof.
from the said quarry and with
men and workmen to work
a fair workmanlike and proper
and not at any time to commit
ul or negligent act whereby the
under or thereto adjacent and
ed by or overcharged with water or
ams may be impeded or prevented
ngs made by the Lessee 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 Lessee or left for him upon the said quarry then the Lessee 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 Lessee from his liability in respect of any damage occasioned as aforesaid.

7. To permit the Lessor and his agents or servants at all seasonable times to enter and inspect the said quarry and in case any want of fencing or

repair

repair shall be found the Lessee will upon notice thereof in writing being given to or left on the said premises for him substantially and properly repair fence and amend the same accordingly within one calendar month next after any such notice shall have been given or left as aforesaid. And in case the Lessee 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 said premises and to perform and complete the said fencing and repairs and the Lessee 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.

8. To pay the Lessor on demand the value as a growing crop of all wood timber or other trees growing or being upon the said land which shall be taken by the Lessee or damaged by or in consequence of the working and carrying on the said quarry such value to be determined by the Deputy Surveyor for the time being of the said Forest whose decision shall be conclusive and binding upon the Lessee.

9. Not at any time to assign underlet or otherwise part with the demised premises or any part thereof without the consent in writing of the Lessor for that purpose first had and obtained.

10. On the determination of the tenancy hereby created to yield and deliver up to the Lessor the quiet and peaceable possession of the quarry in such order and condition as shall be satisfactory to the Lessor.

11. Provided Always that if the rent hereby reserved or any part thereof shall be in arrear for twenty days or if there shall be a breach of any of the Covenants conditions or agreements in these presents contained or in any of the said rules and regulations annexed to the Award of the said Dean Forest Mining Commissioners hereinbefore mentioned which on the part of the Lessee are or ought to be observed or performed or if the Lessee or any Company being Assignees of these presents shall be wound up except for purposes of reconstruction or if a Receiver in Bankruptcy of his Estate shall be appointed or a Receiving Order made against him or if any Company formed for working the stone hereby demised shall be wound up or if the Lessee shall either voluntarily or involuntarily do or suffer any act or thing whereby or in consequence whereof his interest in the premises hereby demised shall without such consent as aforesaid become vested in any person whomsoever except by bequest or by representation then and in any of such cases it shall be

lawful

lawful for the Lessor into and upon the said demised premises or any part thereof in the name of the whole to reenter and the same premises to have again as in his former Estate and in case of any such reentry there shall be payable by the lessee to The King's Majesty His Heirs and Successors in addition to any rent then due a proportionate part of the accruing rent for the then current year up to the day on which such reentry shall have been made.

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

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

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

Signed sealed and delivered by the above named Edward Stafford Howard in the presence of } (sgd) E. Stafford Howard (L.S.)

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

Signed sealed and delivered by the above named William Holford in the presence of } (sgd) William Holford (L.S.)

(sgd) Edward Allford,
Denby Lodge,
Forest Keeper, Dean Forest.

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.

(sgd) E. Salisbury.
Assistant to the Keeper of the Records.

3rd July, 1906.