

File 10874

Deeds 1906/7

Dated  
2<sup>nd</sup> October 1906.

Dean Forest.

E. Stafford Howard  
Esq. C.B. &  
Commissioner of  
His Majesty's  
Woods &c.and  
Mr. Frank G.  
Virgo.Deed  
of  
Exchange  
of land in  
Blakeney Walk.

This Indenture made the second day of October  
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 His Majesty's 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  
Frank Grantly Virgo of Blakeney Hill, Blakeney  
in the County of Gloucester Collier of the third part  
Whereas the said Edward Stafford Howard as such  
Commissioner as aforesaid has on behalf of the King's  
Majesty agreed with the said Frank Grantly Virgo to  
grant and convey in manner hereinafter appearing  
the two pieces of land first hereinafter described in  
exchange for the piece of land secondly hereinafter  
described Now this Indenture witnesseth  
that in pursuance of the said Agreement and in  
consideration of the conveyance hereinafter made  
by the said Edward Stafford Howard as such Commissioner  
as aforesaid in exercise of the powers of the Crown  
Lands Act 1829 to 1906 and of all other powers  
enabling him in this behalf Both on behalf of  
the King's Majesty grant and convey unto the  
said Frank Grantly Virgo his heirs and assigns All  
those two pieces or parcels of land situate in Blakeney  
Walk in the said Forest of Dean and containing  
two perches more or less and delineated and coloured  
red on the plan drawn in the margin of these presents  
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 such 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

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 land and premises hereby granted through or over the same as fully and effectually to all intents and purposes as if this grant had not been made

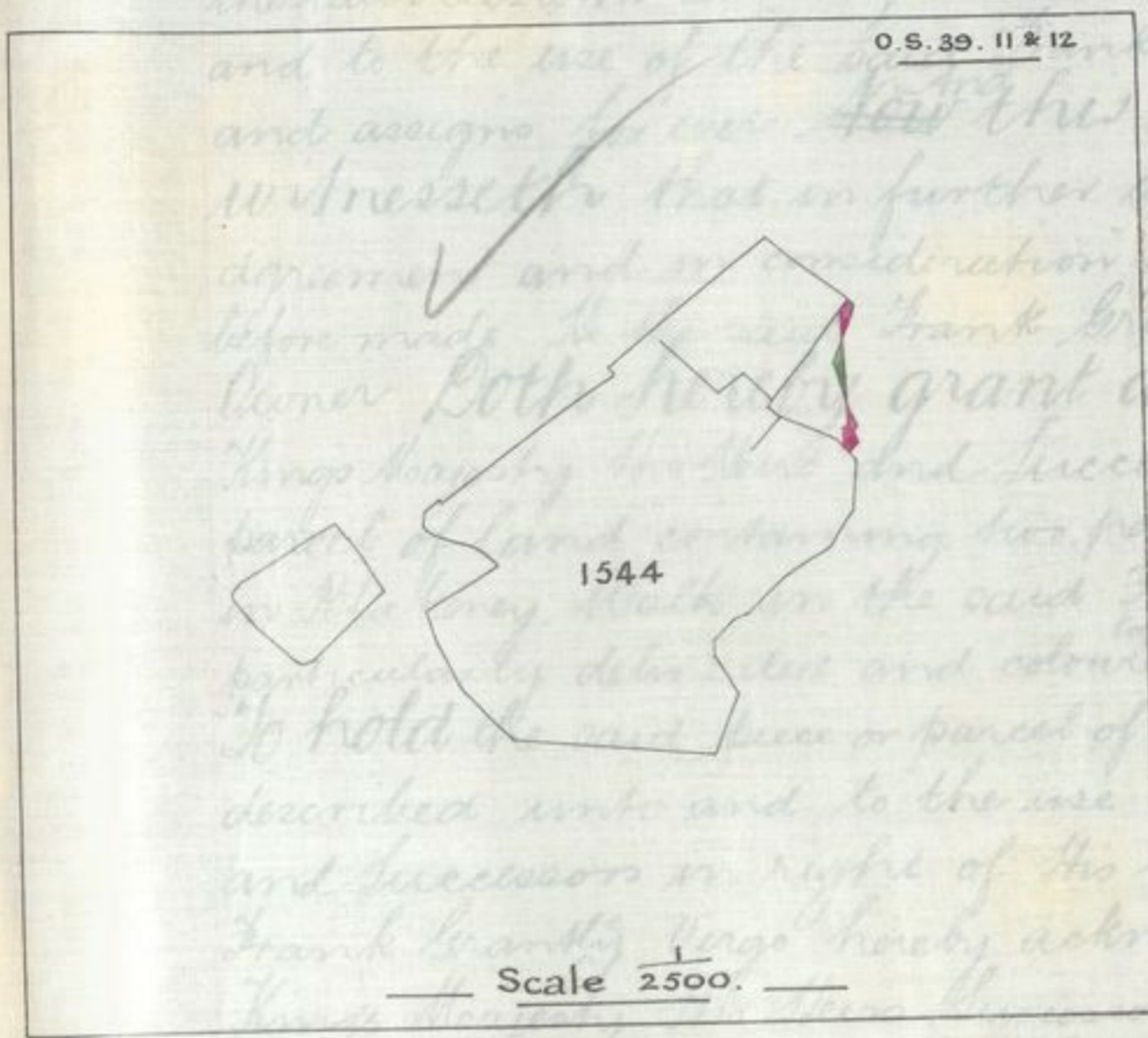
To hold the said two pieces or parcels of land hereby conveyed (subject nevertheless to all the rights powers and privileges of all present and future holders or grantees of any <sup>Leases</sup> sales or licences of or concerning any mines or minerals according to the laws customs and regulations of the Forest of Dean) unto and to the use of the said Frank Grantley Virgo his heirs and assigns for ever ~~And~~ <sup>and</sup> this Indenture further witnesseth that in further pursuance of the said agreement and in consideration of the conveyance hereinbefore made He the said Frank Grantley Virgo as Beneficial Owner Doth hereby grant and convey unto the King's Majesty His Heirs and Successors All that piece or parcel of land containing two perches more or less situate in Blakney Walk in the said Forest of Dean and more particularly delineated and coloured <sup>together with the appurtenances</sup> green on the said plan

To hold the said piece or parcel of land last hereinbefore described unto and to the use of the King's Majesty His Heirs and Successors in right of His Crown And the said Frank Grantley Virgo hereby acknowledges the right of the King's Majesty His Heirs Successors and Assigns to production and delivery of copies of an Indenture dated the twenty fourth day of March One thousand nine hundred and six made between Maria James of the first part Frederick John Hawkins of the second part Emily Griffiths of the third part and the said Frank Grantley Virgo of the fourth part being a conveyance (inter alia) of the premises hereby conveyed which is retained by the said Frank Grantley Virgo and hereby undertakes for the safe custody thereof and hereby covenants with the King's Majesty that all the obligations and liabilities imposed by law in respect of the said Document shall be observed and performed not only at the request in writing of His Majesty or of any person claiming through or under him but also at the request

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 land and premises hereby granted through or over the same as fully and effectually to all intents and purposes as if this grant had not been made

To hold the said two pieces or parcels of land hereby conveyed (subject nevertheless to all the rights powers and privileges of all present and future holders or grantees of any sales or leases or grants of or concerning any mines or minerals according to the laws customs and regulations of the Forest of Dean) unto and to the use of the said Frank Grantley Virgo his heirs and assigns forever

And the said Frank Grantley Virgo doth hereby acknowledge the right of the King's Majesty His Heirs and Successors to production and delivery of copies of an indenture dated the twenty fourth day of March one thousand nine hundred and six made between Maria James of the first part Frederick John Hawkins of the second part Emily Griffiths of the third part and the said Frank Grantley Virgo of the fourth part being a conveyance (inter alia) of the premises hereby conveyed which is retained by the said Frank Grantley Virgo and hereby undertakes for the safe custody thereof and hereby covenants with the King's Majesty that all the obligations and liabilities imposed by law in respect of the said Document shall be observed and performed not only at the request in writing of His Majesty or of any person claiming through or under him but also at the request



and convey unto the Owner Both Heirs and Successors All that piece or parcel of land containing two perches more or less situate in the Forest of Dean and more particularly delineated and coloured green on the said plan

To hold the said piece or parcel of land last hereinbefore described unto and to the use of the King's Majesty His Heirs and Successors in right of His Crown And the said Frank Grantley Virgo hereby acknowledges the right of the King's Majesty His Heirs and Successors to production and delivery of copies of an indenture dated the twenty fourth day of March one thousand nine hundred and six made between Maria James of the first part Frederick John Hawkins of the second part Emily Griffiths of the third part and the said Frank Grantley Virgo of the fourth part being a conveyance (inter alia) of the premises hereby conveyed which is retained by the said Frank Grantley Virgo and hereby undertakes for the safe custody thereof and hereby covenants with the King's Majesty that all the obligations and liabilities imposed by law in respect of the said Document shall be observed and performed not only at the request in writing of His Majesty or of any person claiming through or under him but also at the request

and delivery of copies of an indenture dated the twenty fourth day of March one thousand nine hundred and six made between Maria James of the first part Frederick John Hawkins of the second part Emily Griffiths of the third part and the said Frank Grantley Virgo of the fourth part being a conveyance (inter alia) of the premises hereby conveyed which is retained by the said Frank Grantley Virgo and hereby undertakes for the safe custody thereof and hereby covenants with the King's Majesty that all the obligations and liabilities imposed by law in respect of the said Document shall be observed and performed not only at the request in writing of His Majesty or of any person claiming through or under him but also at the request

in writing of a Commissioner for the time being of His Majesty's Woods Forests and Land Revenues or of the Law Officers of the Crown. And the said Edward Stafford Howard doth hereby direct that this Deed shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and 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  
Algar Howard,  
Thornbury Castle,  
Glos.  
Barrister-at-law.

Signed sealed and delivered  
by the above named Frank  
Grantley Virgo in the presence  
of  
Edward Allford,  
Denby Lodge,  
Dean Forest.  
Forest Keeper.

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.

G. F. Hancock

19<sup>th</sup> Oct. 1906 Assistant Keeper of the Records.

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File 1039

Dated  
20<sup>th</sup> Sept.  
1906.

Dean Forest

Pluds and  
Birchen  
Grove  
Collieries

E. Stafford  
Howard Esq.  
C/o the  
Commissioner  
in charge  
and Gavel  
of the Forest  
of Dean

to  
Messrs  
Richard  
Thomas &  
Limited

licences  
to works  
parts of  
barrier  
in the  
above G.

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Pluds and  
Birchen  
Grove  
Collieries

E. Stafford  
Howard Esq  
C<sup>o</sup> the  
Commissioner  
in charge  
and Gaveller  
of the Forest  
of Dean

to  
Messrs  
Richard  
Thomas Esq  
Limited

license  
to work  
parts of  
barriers  
in the  
above Gales

This Indenture made the twentieth day of September One thousand nine hundred and six Between Edward Stafford Howard Esquire C.B. the Commissioner of His Majesty's Woods Forests and Land Revenues in charge of the Forest of Dean in the County of Gloucester and also the Gaveller of the said Forest of the one part and Richard Thomas Esq Limited (hereinafter called "the licensees") of the other part Whereas the licensees are the registered Owners of the Gales or Collieries in the said Forest called or known as The Pluds and Birchen Grove Collieries and by the Grant of the Pluds Colliery on the thirtieth day of August One thousand eight hundred and forty two a Barrier of coal twenty yards in width was directed to be left in such Gale on the north east side thereof and by the Grant of the Birchen Grove Colliery a barrier of coal twenty yards in width was directed to be left all round such Colliery And whereas the licensees have applied to the said Edward Stafford Howard as such Commissioner and Gaveller as aforesaid for permission to work the coal which may be found in the portions hereinafter described of the said Barriers of coal so directed to be left in the said Pluds and Birchen Grove Colliery respectively and for permission to carry and convey to land through any pit or pits belonging to the Fydbrook Deep level Gale coal gotten from the said portions of the said Barriers which permission the said Edward Stafford Howard has agreed to grant subject to the covenants conditions and stipulations hereinafter contained And whereas a Notice has been published for three consecutive weeks in the Dean Forest Mercury Newspaper circulating in the said Forest of Dean of the intention to license the removal of the portions of the said Barriers which are the subject of this license in pursuance of the Act of the 24<sup>th</sup> and 25<sup>th</sup> Victoria Chapter 40 and no valid objection has been sustained to the grant of such license and permission Now this Indenture witnesseth that he the

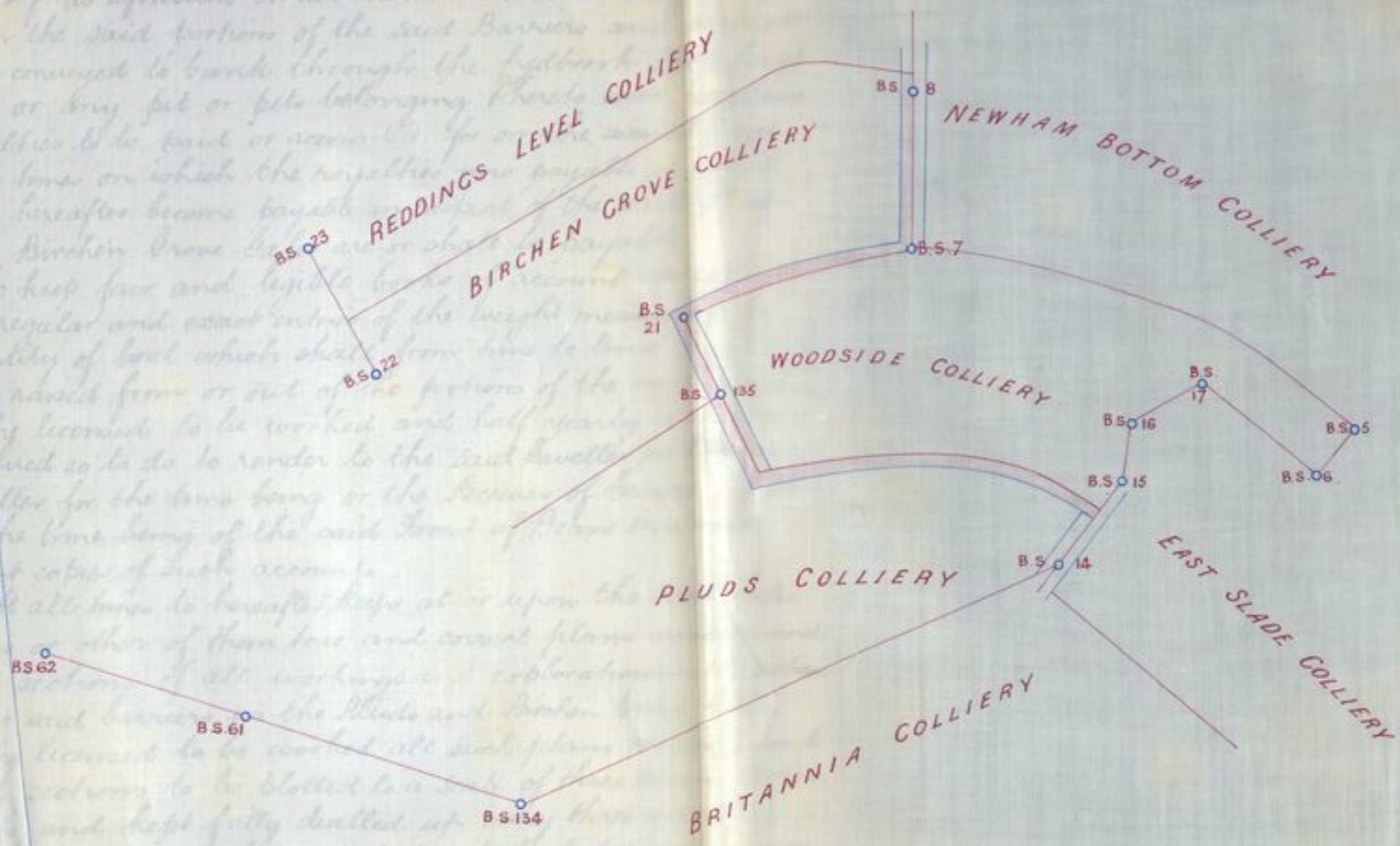
said

said Edward Stafford Howard as such Commissioner and Gaveler as aforesaid in exercise of the powers or authorities for this purpose given to or vested in him by the said Act of the 24<sup>th</sup> and 25<sup>th</sup> Victoria Chapter 40 and of all other powers in anywise enabling him in this behalf. Doth by these presents give and grant to the licensees their successors and assigns his license and authority (determinable nevertheless as hereinafter provided) to remove work and dispose of the coal which may be found in so much and such parts of the said Barriers of coal directed to be left in the Pleuds and Birchen Grove Collieries as are shown by pink colour on the plan annexed to these presents provided that the barrier extending along the line B-S. Nos. 7 and 8 shall not be worked in a northerly direction further than a point at which the deep boundary (at present undefined) of the Reddings fuel Colliery Gale will intersect the line of boundary stones 7 and 8 and to carry and convey to land all or any part of the coal which may be found in the portions of the said barriers shown by pink colour as aforesaid through the Lyabrook Deep level Gale and any pit or pits belonging thereto subject nevertheless to such wayleave royalty or tollage duty and to the like royalties payments conditions rules and regulations as the remainder of the coal in the respective Collieries in which they are situate is or shall be subject to. And this Indenture also witnesseth that he the said Edward Stafford Howard as such Commissioner and Gaveler as aforesaid in exercise of all statutory and other powers hereunto enabling him Doth hereby declare that the license hereby granted is and shall be at all times under and subject to the royalties conditions rules and regulations hereinafter following. And the licensees and their assigns do hereby covenant and agree with the King's Majesty His Heirs and Successors as follows

1. To commence as soon as is reasonably practicable and thereafter continuously proceed to work and get all the coal in the portions of the barriers above mentioned and to well and fairly pay to the King's Majesty His Heirs and Successors the wayleave royalty or tonnage duty payable in respect thereof as aforesaid on all coal which shall be gotten from the said portions of the said Barriers and carried and conveyed to bank through the Lydbrook Deep Level Gale or any pit or pits belonging thereto such wayleave royalties to be paid or accounted for on the several days and times on which the royalties now payable or which may hereafter become payable in respect of the said Pluds and Birchen Grove Gales are or shall be payable.
2. To keep fair and legible books of account containing true regular and exact entries of the weight measure and quantity of coal which shall from time to time be gotten and raised from or out of the portions of the said barriers hereby licensed to be worked and half yearly or whenever required so to do to render to the said Gaveller or Deputy Gaveller for the time being or the Receiver of Crown Rents for the time being of the said Forest of Dean true and correct copies of such accounts.
3. At all times to hereafter keep at or upon the said Gales or one or other of them true and correct plans measurements and sections of all workings and explorations in the portions of the said barriers in the Pluds and Birchen Grove Gales hereby licensed to be worked all such plans measurements and sections to be plotted to a scale of three chains to an inch and kept fully dialled up every three months.
4. At all times when required so to do to produce and show such books of account plans measurements and sections as aforesaid to the Deputy Gaveller or to His Majesty's Receiver for the time being of the said Forest and permit and suffer them or either of them to examine the same and take any extracts from or copies of the same or any of them and also to give any explanation that may be required in relation to the same or any of them.
5. Nothing herein contained shall in any way authorise

To commence as soon as is reasonably practicable  
 thereafter continuously proceed to work and get  
 on the portions of the barriers above mentioned and  
 and fairly pay to the King's Majesty the duties  
 the usual royalty or tonnage duty payable  
 thereof as aforesaid on all coal which shall be  
 from the said portions of the said Barriers and  
 and conveyed to bank through the fullness  
 sale or any pit or pits belonging thereto  
 royalties to be paid or accounted for on any  
 and tons on which the royalties or tonnage  
 may hereafter become payable on any  
 and Birchen Grove and shall be paid  
 2. To keep full and legible books  
 for regular and exact entries of the weight  
 quality of coal which shall come from any  
 or advanced from or out of the portions of the  
 hereby licensed to be worked and half yearly  
 present so to do to render to the said Surveyor  
 by letter for the time being or the Successor of him  
 for the time being of the said Court of Mines  
 and copies of such accounts  
 3. That all books to hereafter kept at or upon the  
 or any other of them true and correct plans  
 and sections of all workings and explorations  
 of the said barriers the Pluds and Birchen  
 hereby licensed to be worked all such plans  
 and sections to be blotted to a sheet of paper  
 and kept fully detailed up there  
 4. That all times when required so to do to  
 show such books of account plans measures  
 sections as aforesaid to the Deputy Surveyor or his  
 heires for the time being of the said Court and  
 give them or either of them to examine the  
 books and sections from or copies of them  
 and to give any explanation that may be  
 required by them or any of them

M.M. VAR 24° 30' WEST



Scale 8 Chains to 1 Inch.

5. Nothing herein contained shall in any way authorise



or empower the licensees their successors or assigns to convey any coal into or through the said Pluds Birchen Grove or Lydbrook Deep level collieries or either of them except coal from some or one of such collieries or to pass or repass through any parts hereby permitted to be worked of the said barriers or any of them for any other purpose than that hereby expressly authorized or sanctioned and nothing herein contained shall in any way be construed or taken to license or permit the working of any of the coal in any of the barriers directed to be left by the grants of such Gales respectively which separate either of such Gales from any adjoining Gale not being one of such three before mentioned Gales other than and except such portion of the said Barriers as is shown by pink colour on the said plan it being the intention of the parties hereto that a continuous barrier shall be maintained from the north end of the north east boundary of the Lydbrook Deep level colliery along such boundary until it meets the Birchen Grove colliery then along the north boundary of the Birchen Grove colliery to the north east extremity thereof and the obligation on the part of the licensees their successors and assigns as registered owners of the said three several Gales or collieries as aforesaid to preserve and keep all such parts as are not hereby expressly authorized to be worked of the barriers of the said three several collieries whole entire and unbroken according to the true intent and meaning of the rules and regulations with reference thereto and of these presents shall remain continue and be in full force.

6. And it is hereby agreed and declared that the several provisions conditions and clauses heretofore contained so far as they in any manner relate to the working of any coal in the Gales aforesaid (including the portions of the said Barriers


hereby

hereby licensed to be worked) shall be deemed to be conditions rules and regulations of those sales.

7. And further that this license may be revoked or put an end to by the Gauger for the time being of the said Forest on the thirtieth day of June or the thirty first day of December in any year upon giving to the licensees or leaving for them or any of them at their or any of their last known or usual Registered Office or place of business in England or on any part of either of the said sales three calendar months previous notice in writing of his intention to determine the same.

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

Algar Howard.

Thornbury Castle. Glos  
Barrister-at-law.

The common seal of Richard  
Thomas & Company Limited was  
affixed hereto in the presence of

R. Beaumont Thomas  
Charles Bathurst  
David Jones

 Seal

Directors  
Secretary

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

G. F. Hancock

Assistant Keeper of the Records.

19<sup>th</sup> October, 1906.

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*(Copy)*

## DEAN FOREST.

**Articles of Agreement** made the  
 day of 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  
*D<sup>r</sup>. W. Sidney Mayne*  
 (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 *piece of garden ground*  
*situate at Parkend in the County of Gloucester*  
*containing 1½ perches or thereabouts 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 *5<sup>th</sup>* day of *January* 190 *6*

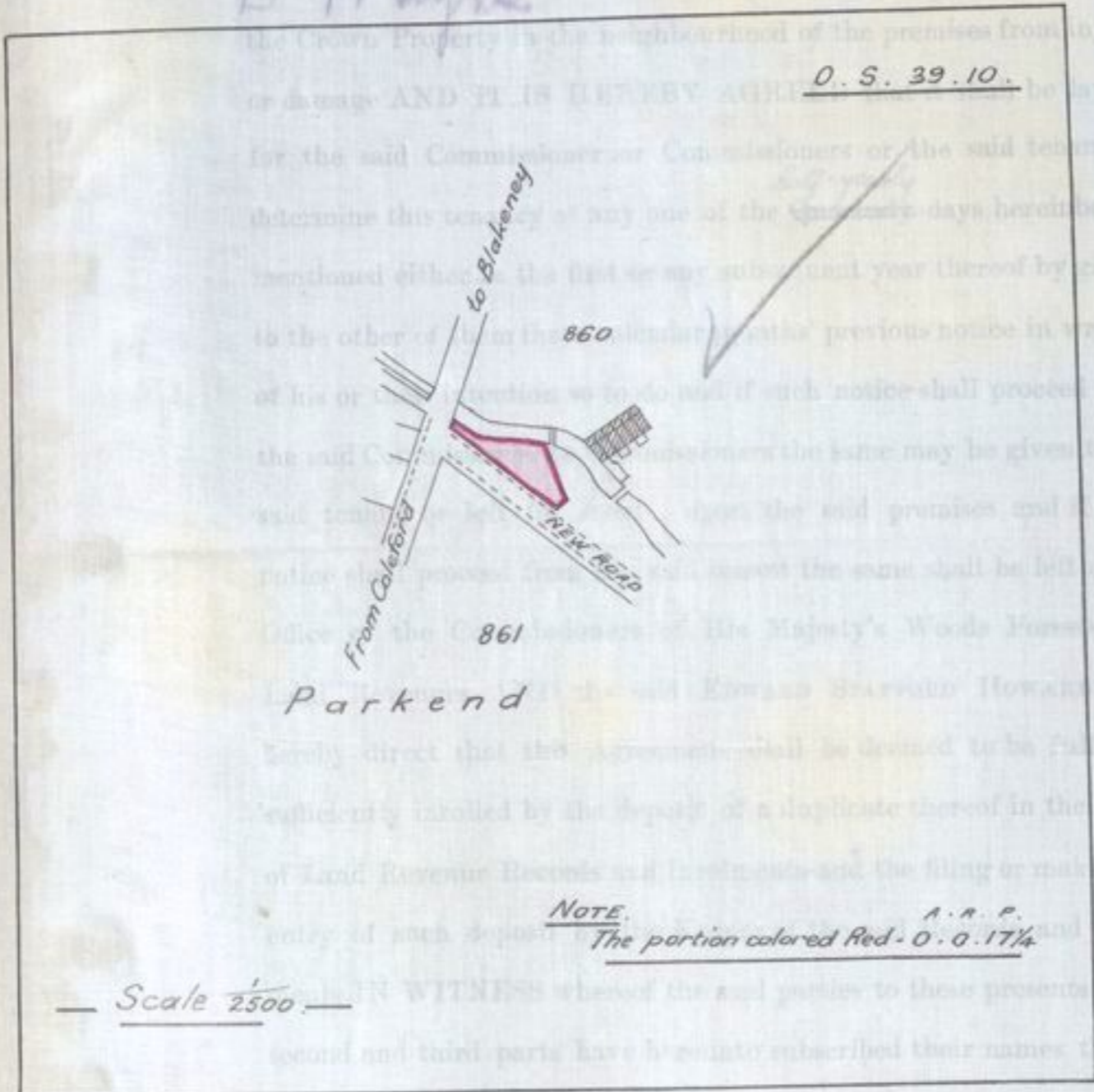
as tenant from year to year (the tenancy being however determinable as after mentioned) at the yearly rent of *Ten shillings* to be paid to *the Deputy Surveyor of Dean Forest* free from all taxes rates and deductions whatsoever (except Landlord's property tax) by equal ~~quarterly~~<sup>half-yearly</sup> payments on the *5<sup>th</sup>* day of *January* the \_\_\_\_\_ day of \_\_\_\_\_ the \_\_\_\_\_ day of \_\_\_\_\_ and the *5<sup>th</sup>* day of *July* in every year the first ~~quarterly~~<sup>half-yearly</sup> payment ~~to be~~<sup>to be</sup> due on the *5<sup>th</sup>* day of *July, 1906* AND the said tenant hereby agrees that he will pay to the King's Majesty the said yearly rent of *Ten shillings* 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~~<sup>half-yearly</sup> 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

Signed by  
EDWARD S  
in the pre

Signed by  
D. W.  
in the pre  
(sgd)

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 as to place thereon any notice AND the said tenant further

*D. W. S. Mayne* for as possible keep a watch over and protect the said Property in the neighbourhood of the premises from injury or damage AND IT IS HEREBY ADVICE O. S. 39.10. be lawful



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

Signed by the above-named }  
*D. W. S. Mayne* }  
in the presence of }  
*(sgd)*

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~~<sup>half-yearly</sup> 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)

(sgd) E. Stafford Howard.

Signed by the above-named

D<sup>r</sup> W. S. Mayne

in the presence of

(sgd)

DEAN FOREST.

Dated \_\_\_\_\_ 1906.

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

&c.,  
AND

*J. W. J. Mayne.*

AGREEMENT for letting

on a Yearly Tenancy from the  
\_\_\_\_\_ 190 .

Rent £ \_\_\_\_\_ per Annum.

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TINTERN ESTATE.

**Agreement** made the \_\_\_\_\_ day of \_\_\_\_\_

One thousand nine hundred and \_\_\_\_\_

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 *George Pask of Barbadoes Hill, Tintern, Labourer* (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 garden and land being Ordnance Numbers Pt. 181, pt. 182, 184 and 185 situate in the Parish of Tintern and County of Monmouth and containing 1 ac. 3 r. 12 1/4 p. 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 *20<sup>th</sup>* *2<sup>nd</sup> day of February, 1907 and thenceforth* day of *June, 1906 to the* as Tenant from year to year (determinable *rent of £4.18.10 for the period to the 2<sup>nd</sup> day of February, 1907, and as from that date at the* 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 *as regards the said rent of £4.18.10 on the 2<sup>nd</sup> day of February, 1907, and as regards the said yearly rent of £8* Landlord's property tax and Tithe Rent charge) by equal half yearly payments on the *2<sup>nd</sup>* day of *August* and the *2<sup>nd</sup>* day of *February* — in every year the first half yearly *of the said yearly rent of £8* payment to be due on the *2<sup>nd</sup>* day of *August*

1907 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 <sup>*rent of £4.18.10*</sup> yearly rent of *Eight pounds* 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 2<sup>nd</sup> day of August to terminate on the 2<sup>nd</sup> 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.

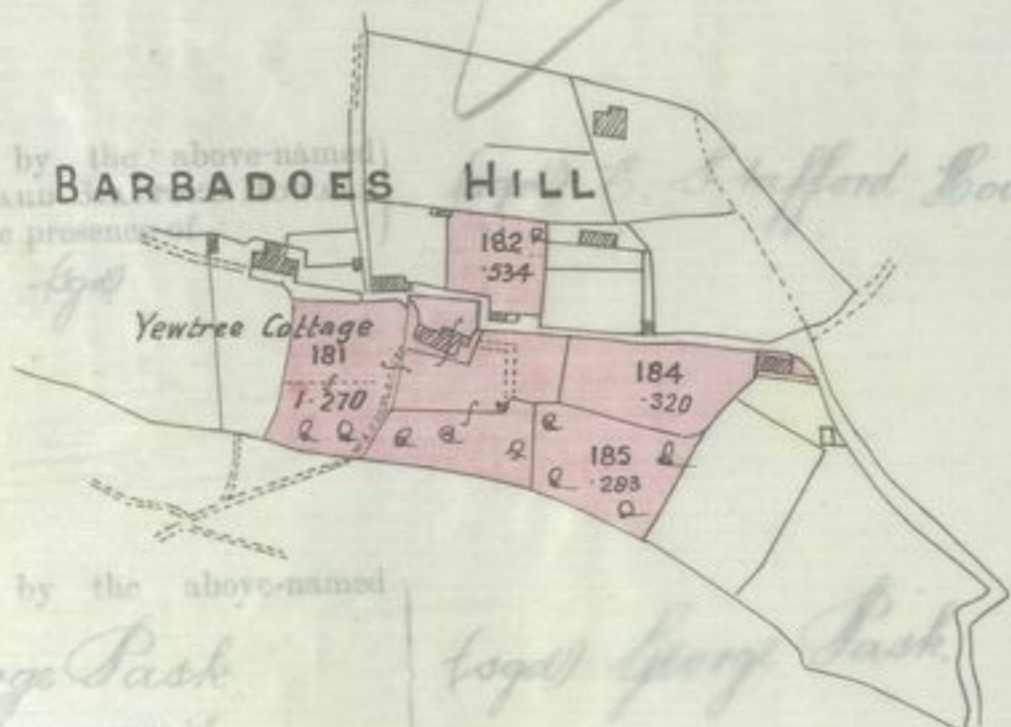
7. And it is hereby further agreed that the said Commissioner shall have a right of re-entry on non-payment of the rent for 21 days whether legally demanded or not or on breach or non-observance of any of the Tenant's agreements.

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.

MON XXI. 13  
1901 Edition

BARBADOES HILL

... by the above-named  
... in the presence of



... by the above-named

George Pask

in the presence of

(sgd)

(sgd) George Pask

Inrolled

11

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)*

*(sgd) E. Stafford Howard.*

Signed by the above-named  
George Pask  
in the presence of

*(sgd)*

*(sgd) George Pask.*

*Inrolled*

*//*

**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.

TINTEBN ESTATE.

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Dean Forest

F. 1403.

Office of Woods, &c  
19<sup>th</sup> May 1906.

Easements

Sir.

Dean Forest.

File 944<sup>7</sup>.

Wallsend, Ltd.

Permission  
to open an air  
shaft near  
Denbigh Lodge.

19 May 1906.

The Deputy Surveyor of the Forest of Dean has forwarded to this Office your application dated the 24<sup>th</sup> inst for permission to open an air shaft in land at Danby Lodge. In reply I am to state that he is willing to give you permission to open and during the pleasure of this Department to keep open an air shaft in the position shown by a red cross on the enclosed tracing upon the following terms and conditions viz:-

1. An acknowledgment of £1 per annum is to be paid in advance to the Deputy Surveyor on the 5<sup>th</sup> April in each future year during the continuance of this permission the first payment for the year to the 5<sup>th</sup> April 1907 to be made on the acceptance of this offer; and a further sum of £1 is to be paid in a like manner to Edward Allford at Danby Lodge the tenant of the grazing of the land in which the air shaft is to be sunk.
2. No right whatever over the surface of the ground near the shaft is conferred by this easement and any soil which may be brought to the surface in sinking or opening the shaft must be deposited in a place to be pointed out by the Deputy Surveyor. Any damage caused by subsidence or otherwise is to be made good by you.

If you accept this offer I am to request that you will pay the respective sums of £1 to the Deputy Surveyor and Edward Allford and return to this Office the enclosed letter signed and dated.

I am, &amp;c.

(Sd) Chas. E. Howlett.

Mr. J. J. Wykes.

Wallsend Colliery

Blakeney,

Glos.

Wallsend.

Easements.

Bno

F. 1403.  
File 9444

Walleand Colliery  
Blakeney. Glo  
8th August. 1906.

Sir.

Dean Forest.

I beg to accept the offer contained in your letter of the 19th May of permission to open an air shaft in the position shown by a red cross on the tracing which accompanied your letter and I agree to pay the acknowledgment to you and to the brown tenant and to observe the conditions therein specified:

I am etc.

For Walleand Limited

John H. Chew.

Secretary.

E. Stafford Howard, Esq. C.B.

Office of Woods. etc.  
17th July 1906.

Sir.

New Forest.

New Forest. Easements.

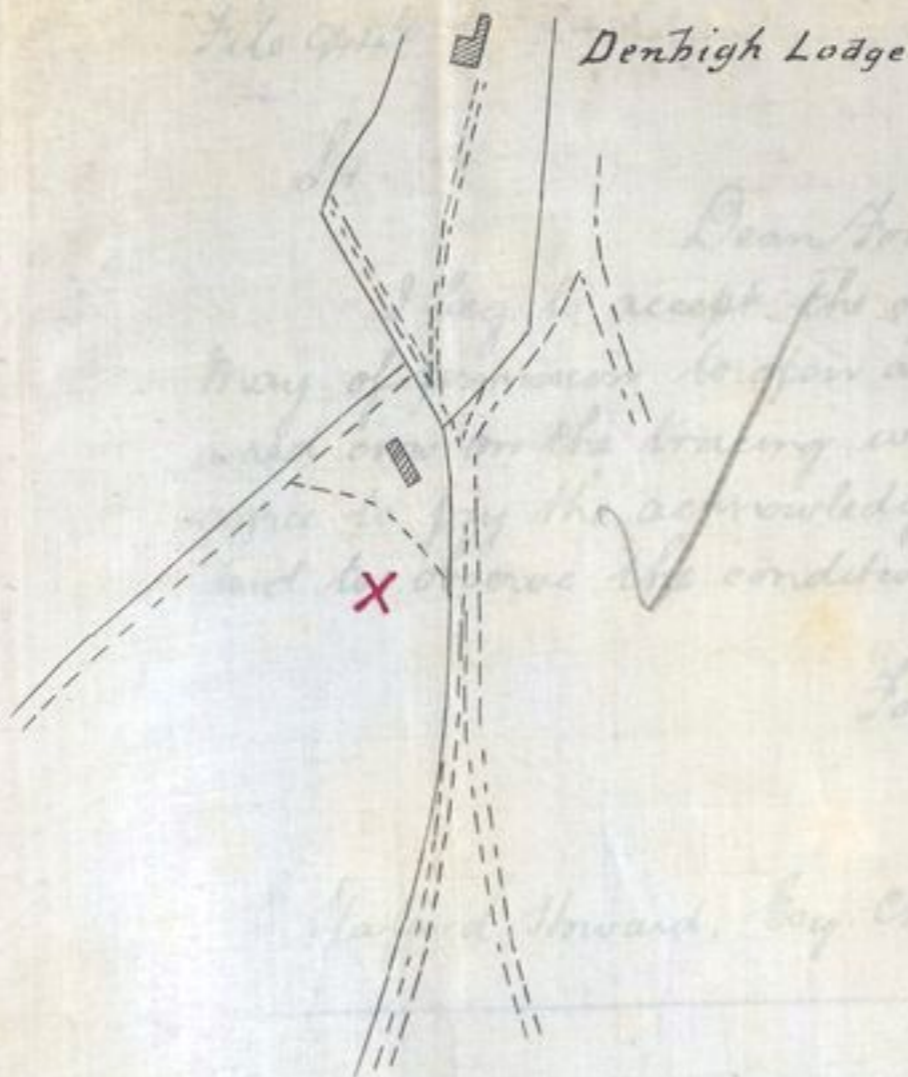
File 4153.

In 1894 some correspondence passed between this Office and the Solicitor for a Mr. Norster relative to a gateway made by Mr. Norster without permission in the fence of his property at Bisteme Close, Burley, Ringwood. An offer was made to allow Mr. Norster on certain conditions to maintain and use during the pleasure of this Department the gateway in question which is shown by a red cross on the enclosed tracing. The offer however was not accepted and posts were therefore erected and have ever since been maintained in front of the opening so as to prevent its use for vehicular traffic. In 1898 you applied to have permission granted to you but as Mr. Howard could only deal in such a matter with the owner of the premises concerned he was unable to accede to your application.

As however Mr. Howard learns that you are now proprietor of the property in question he is willing to give you permission during the pleasure of this Department to maintain and use the aforesaid Gateway upon the following terms and conditions:-



Wallsend Ltd



Wallsend Colliery  
Blakeney, Glos  
8th August, 1906.

I accept the offer contained in your letter of the 19th  
shaft in the position shown by  
the tracing which accompanied your letter and I  
to you and to the brown tenant  
I am to.  
For Wallsend Limited  
John H. Chew.  
Secretary.

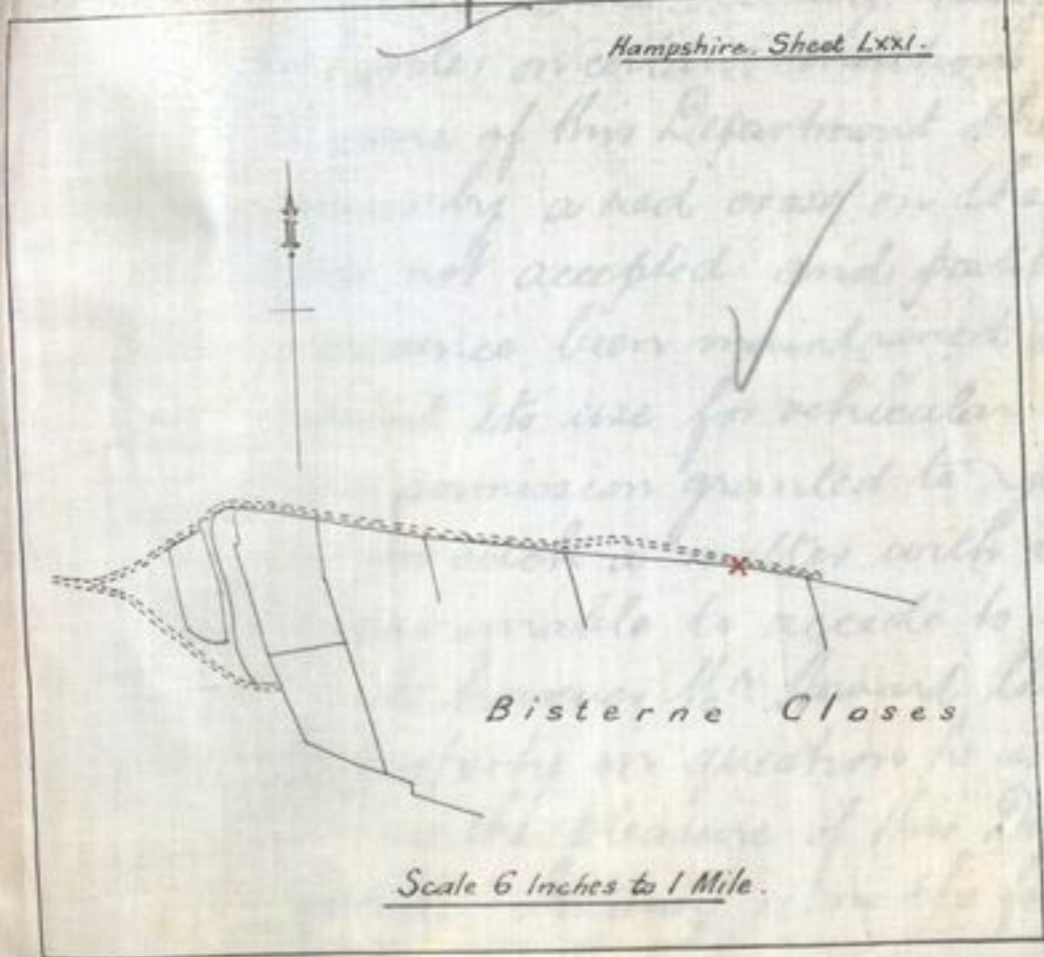
Office of Woods, etc.  
17th July 1906.

File 4153.

Easements.

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Bowering



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Office of Woods, etc  
May 1906.

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Howlett.

1. An acknowledgment of 5/- per annum is to be paid to the Deputy Surveyor of the New Forest in advance on the 5<sup>th</sup> July in each future year during the continuance of this permission the first payment in respect of the year to 5<sup>th</sup> July 1904 to be made on the acceptance of this offer.
2. In the event of this permission being determined the gateway is to be closed up and the fence against the Crown boundary restored to the satisfaction of the Deputy Surveyor.
3. The permission hereby offered would be personal to the grantee and would not attach to the premises. No transfer thereof would be recognised by this Department unless previously sanctioned in writing and it is liable to revision should any additions be made to the buildings on the premises.

If this offer is accepted I am to request that you will remit the sum of 5/- to the Hon. G. W. Fawcett, the Kings House, Lyndhurst, and return to this office the enclosed letter signed and dated.

I am &c.  
(S<sup>d</sup>) Morton Evans.

James Browning. Esq.

Bisterne Close,  
Ringwood.  
9<sup>th</sup> July 1906.

Sir, New Forest

I beg to accept your offer contained in your letter of the 7<sup>th</sup> instant of permission to maintain and use a gateway at Bisterne Close, Burley, Ringwood, shown on tracing accompanying your letter and I agree to pay the acknowledgment and to observe the conditions therein specified.

I am &c.  
(S<sup>d</sup>) James Browning.

E. Stafford Howard. Esq. C.B.

8

Dean Forest

Easements

National Telephone Co. Ltd.

Permission to erect 32 poles on Crown land between Maresfield Road and Lower Fyfe Road &c.

23 August 1906

In file.

8

is to be paid in advance on the continuance of the year of this offer. determined the ce against the tion of the

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ined in your maintain and, Ringwood, letter and I to observe the

Browning.

Dean Forest Easements.

National Telephone Co. Ltd.

Permission to erect 32 poles on brown land between Murrey Stock Gate and Lower Fydebrook etc.

23 August 1906

In file.

F.2276.

Sir,

Dean Forest. File 1337.

Office of Woods &c. 23<sup>rd</sup> August 1906.

Adverting to the correspondence respecting the proposed exchange at Fydebrook I am directed by Mr. Stafford Howard to inform you that he is informed by the Postmaster General that he has concluded an arrangement with the National Telephone Company whereby an existing line of Post Office poles will be utilised for the wires required by your Company between Murrey Stock Gate and Lower Fydebrook for the purpose of the Exchange. Mr. Howard is further informed by Mr. Baylis that the Company will require to use 30 poles to be erected on brown land and I am directed by Mr. Howard to inform you that he is willing to give the Company permission to erect the poles in question in the position shown on the enclosed tracing upon the following terms and conditions viz:-

1. The permission is to be during the pleasure of this Department and to be subject to termination at any time by giving three months notice.
2. An acknowledgment of 30/- per annum is to be paid in advance to this Department on the 5<sup>th</sup> July in each future year during the continuance of this permission the first payment in respect of the period to 5<sup>th</sup> July 1907 to be made on the acceptance of this offer.

If this offer is accepted I am to request that you will remit the sum of 30/- to Mr. Philip Baylis, Whitmead Park, Parkend, Glo. and acknowledge the receipt of this letter.  
W.C. Gauntlett, Esq. I am to Mr. Morton Evans.

9. Berkeley Street Gloucester.

August 28<sup>th</sup> 1906.

Dear Sir,

Further to my letter of the 24<sup>th</sup> inst. and in reply to yours of the 23<sup>rd</sup> inst I now beg to return herewith the plan duly amended, the no. of poles on brown land is 32; I have therefore sent a cheque for £1. 12/- to Mr. Philip Baylis of Whitmead Park, Parkend, in payment of the wayleave granted.

Yours faithfully.

D. B. Fulton, District Manager

E. Stafford Howard Esq. CB

Assigned to E. T. Heap 11-10-10

107. B. 1. 25

File 1327.

Dated 4<sup>th</sup>  
October, 1906.County of  
GloucesterHighmeadow  
Estate.E. Stafford  
Howard Esq.  
C.B. a  
Commissioner  
of Woods  
and  
J. W. Watts.Agreement  
for letting cottage  
and shooting  
over part of  
Bircham Wood,  
Marion's Wood,  
Rodge Wood,  
Knockalls  
Enclosure, and  
Staunton Meend  
and Little Meend  
green and red  
on a yearly  
tenancy com-  
mencing 5<sup>th</sup>  
April 1907 and  
Appointment  
of Tenant as  
Gamekeeper.

Rent £37. 10. 0.

An Agreement made the fourth day of October 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 premises hereinafter described of the second part and John William Watts of Coleford in the County of Gloucester Wine Merchant (hereinafter called "the Tenant") of the third part Witnesseth that in consideration of the rent and covenants hereinafter reserved and contained in the said Edward Stafford Howard as such Commissioner as aforesaid in exercise of the powers of the Crown Lands Acts 1829 to 1906 Both on behalf of His Majesty hereby agree to let and the Tenant hereby agrees to take first and exclusive right of shooting pheasants and winged game within and over and also the right in common with the lessor (the term lessor being hereafter defined) of shooting taking and killing the rabbits and ground game in and upon All those lands and enclosures called Rodge Wood Knockalls Enclosure and Staunton Meend and Little Meend and part of Marion's Enclosure situate in the Parishes of English Bircham Wood, Bicknor and Staunton and Newland and part of Marion's Wood, Bircham Wood in the said Parish of Newland in the said County of Gloucester containing together eight hundred and thirty nine acres or thereabouts and more particularly delineated and shown on the plan annexed hereto and thereon coloured and hatched green and red And secondly All that the Keeper's cottage and garden situate at Staunton Meend aforesaid containing together about half an acre and more particularly delineated and coloured hatched red on the said plan To hold the said rights and premises hereby demised unto the Tenant from the fifth day of April One thousand nine hundred and seven as Tenant from year to year Yielding and paying therefor during

the

the said tenancy unto the King's Majesty His Heirs and Successors for the premises first hereinbefore described the clear yearly rent of Thirty two pounds ten shillings and the for the premises secondly hereinbefore described the clear yearly rent of Five Pounds by equal half yearly payments on the tenth day of October and the fifth day of April in every year except the last half yearly payment thereof which is to be made on the tenth day of October next preceding the determination of the said tenancy such rent to be paid to His Majesty's Receiver of the rents and profits of the said premises free from all deductions And the Tenant hereby covenants with the King's Majesty His Heirs and Successors:-

1. To pay unto the King's Majesty His Heirs and Successors the said yearly rents of Thirty two Pounds ten shillings and Five Pounds upon the days and in manner hereinbefore appointed for payment thereof.
2. To pay the land tax (if any) and all other rates taxes charges assessments and impositions whatsoever now or at any time hereafter to be rated taxed charged assessed or imposed upon or in respect of the said premises (Landlord's Property Tax alone excepted).
3. To keep and at the end of the tenancy to leave in good order and substantial repair order and condition the said Keeper's Cottage fences and garden and to keep and at the end of the tenancy to leave a fair and reasonable stock of winged game upon the said land.
4. Not to set or use or permit to be set or used any traps or gins and not to kill or permit to be killed any badgers or any birds other than those above mentioned except wood pigeons magpies jays jackdaws rooks and carrion crows and to use his utmost endeavours to preserve a good stock of game on the said lands and to prevent any person or persons who may not be duly authorised so to do from taking or killing game upon the said land or any part thereof.
5. Not to commit or suffer any damage or injury to be done during the said tenancy to the lands or the trees

fences



fences or crops of His Majesty His Heirs or Successors or his or their lessees tenants or assigns and in case of any such damage or injury being done to make good the same to the satisfaction of the lessor or pay full compensation and recompense to His Majesty His Heirs and Successors or the person entitled thereto for all such damage or injury as aforesaid.

6. Not to assign or underlet or otherwise part with to any person or persons whomsoever the rights or premises hereinbefore granted and demised or any part thereof for the whole or any part of the tenancy hereby granted without the consent and approbation in writing of the lessor first obtained and to cause or procure every assignment which shall with such consent as aforesaid be made of these presents or of any of the rights hereby granted and all Orders of Court Probate of Wills and letters of Administration or other instruments affecting the devolution of these presents or the rights and premises hereby granted or demised within six calendar months from the respective dates thereof to be lodged in the Office of the Commissioners of Woods in London in order that a minute or docket thereof respectively may be entered and to pay the usual fees therefor.

And these presents further witness that the said Edward Stafford Howard doth hereby nominate depute and appoint the said John William Watts to be as from the said fifth day of April One thousand nine hundred and seven during the continuance of this tenancy if he shall so long live and these presents and the rights hereby granted remain vested in him His Majesty's Gamekeeper for ever in and upon the said lands and premises hereinbefore described with all powers and privileges appurtenant to such appointment and particularly with power and license to take seize and destroy all unlawful dogs nets guns and engines used for taking or destroying any of the game on the said land and doth hereby

direct

direct the tenant to report to him once in every year the proceedings of the Tenant as Gamekeeper and Officer of His Majesty as aforesaid and particularly as to what portion of the land he has sported over and the number and description of game hares and rabbits killed with the dates on which and the places where they were killed.

Provided always and these presents are upon this express condition that if the said yearly rents of Thirty two pounds ten shillings and Five Pounds hereby reserved or any part of the same respectively shall be unpaid for the space of twenty days next after either of the days hereinbefore appointed for payment of the same or if the Tenant shall make default in the observance and performance of the covenants and conditions hereinbefore contained or any of them then it shall be lawful for the lessor to reenter into and upon the said demised premises and to take and retain possession thereof as fully and effectually in all respects as if these presents had never been made.

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 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 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

direct



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

E. Stafford Howard. (L.S.)

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

Signed sealed and delivered  
by the above named John  
William Watts in the  
presence of

John W. Watts. (L.S.)

Thos. H. Hullett.  
Coleford, Gloucestershire.  
Assistant Overseer.

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

G. F. Handcock.

16<sup>th</sup> October 1906. Assistant Keeper of the Records.

Dated  
3 October 1906

Dean Forest

E. Stafford  
Howard  
Esq. C.B. a  
Commissioner  
of Woods &c.  
and  
Mr. George  
Jones and  
his Mort-  
gage.

Deed  
of  
Exchange  
of land at  
Parkend  
Walk.