

Assigned to M. W. Colchester by M. W. Colchester 30/10/09 (file 1516) Stonehill p. 190

File 6094.

Dated 8th March 1907.

Monmouthshire

Imperial Estate

E. Stafford Howard Esq. C.B. Commissioner of Woods to Messrs Turner.

Messrs Turner.

Lease

of Pontypaen Quarries, the Old Iron Works and other lands and buildings and water rights, and also the Tramway from the Abbey Iron Works to a junction with the Wye Valley Railway.

Rents & royalties as within.

This Indenture made the eighth day of March One thousand nine hundred and seven Between The King's Most Excellent Majesty of the first part Edward Stafford Howard Esquire C.B. the Commissioner of Woods in charge of the premises hereinafter demised of the second part and James Edward Turner and William Henry Turner both of Cardiff in the County of Glamorgan Builders and Contractors (hereinafter called "the lessees") of the third part Witnesseth that in consideration of the rents and royalties hereinafter reserved and of the covenants hereinafter contained The said Edward Stafford Howard as such Commissioner as aforesaid in exercise of the powers of the Acts 10th George the Fourth Chapter 50 and 14th and 15th Victoria Chapter 42 and of all other powers and authorities enabling him so to do and with the consent of the Lords Commissioners of His Majesty's Treasury signified by their Warrant dated the nineteenth day of July One thousand nine hundred

and six Doth on behalf of His Majesty demise and lease unto the lessees First all and singular the quarries and veins of stone within All that tract of land containing seven acres two roods and nine perches situate at Pontypaen in the Parish of Treleek Grange in the County of Monmouth and shown by blue hatching on the plan No. 1. annexed to these presents Together with the lawful use of all roads streams and watercourses upon the same land and full power and authority to search for dig and carry away the stone hereinbefore demised and to

make



F. Hobbs

22. 371

30/10/09

R.P. 95

make and erect all necessary pits shafts buildings machin-  
 ery roads and watercourses on the said land (so far as  
 the lessor can authorise the same) the lessee making reason-  
 able compensation to all persons (if any) lawfully entitled  
 thereto for all damage sustained by them by reason of the  
 exercise of the powers hereby granted. Secondly all those  
 pieces or parcels of land containing together fourteen acres  
 three roods and fifteen perches or thereabouts situate at  
 Pontypaon aforesaid within the blue verge lines on the  
 said plan and body coloured blue and hatched blue  
 but exclusive of the part shown by light and dark pink  
 colour thereon. Thirdly All that piece or parcel of land  
 containing three roods and twenty four perches or thereabouts  
 situate at Pontypaon aforesaid within the area first  
 hereinbefore described and shown by light pink body colour  
 on the said plan Together with the four cottages thereon  
 Fourthly All those two pieces or parcels of land con-  
 taining respectively twelve perches and one rood and  
 one perch or thereabouts (one of which is situate within the  
 area first hereinbefore described and the other upon the  
 eastern side of the road from Pontypaon to Lintern  
 Cross Together with the cottage and other buildings thereon  
 such pieces or parcels of land being shown by dark pink  
 body colour on the said plan Fifthly All that piece  
 or parcel of land containing one rood and thirty six  
 perches or thereabouts situate at Lintern Cross and shown  
 by light green body colour on the said plan Together  
 with liberty to use such piece of land for the deposit  
 of debris from any Quarries opened or to be opened  
 or worked upon the premises first hereinbefore described  
 so nevertheless that such tipping or deposit shall be  
 carried out in a continuous and orderly manner  
 so as to fill up the Valley between the two roads  
 aforesaid to the level thereof in such situation and  
 in such manner as may from time to time be indicated  
 by the Brown Receiver for the Lintern Estate and to his  
 satisfaction in all things Sixthly All that piece or parcel  
 of land or Wharf (hereinafter referred to as the said Wharf)

R.P. 93

R.P. 213

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30/10/09  
K1 page 74

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COPY.

E. TURNER & SONS.  
STONE MERCHANTS & QUARRY OWNERS,  
Offices, Penarth Road,  
Cardiff.  
31st. October, 1907.

F. Hobbs Esq.,  
Crown Offices, Monmouth.

Dear Sir,

TINTERN ESTATE.  
R.R.64.

With further reference to your letter of the 17th. instant,  
we agree to waive any claim for unexhausted improvements at the  
expiration of our lease, in accordance with the terms of your  
letter.

Yours faithfully,  
E. Turner & Sons.  
(sgd) Chas. L. Hewlett.

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30/10/09  
page 74.

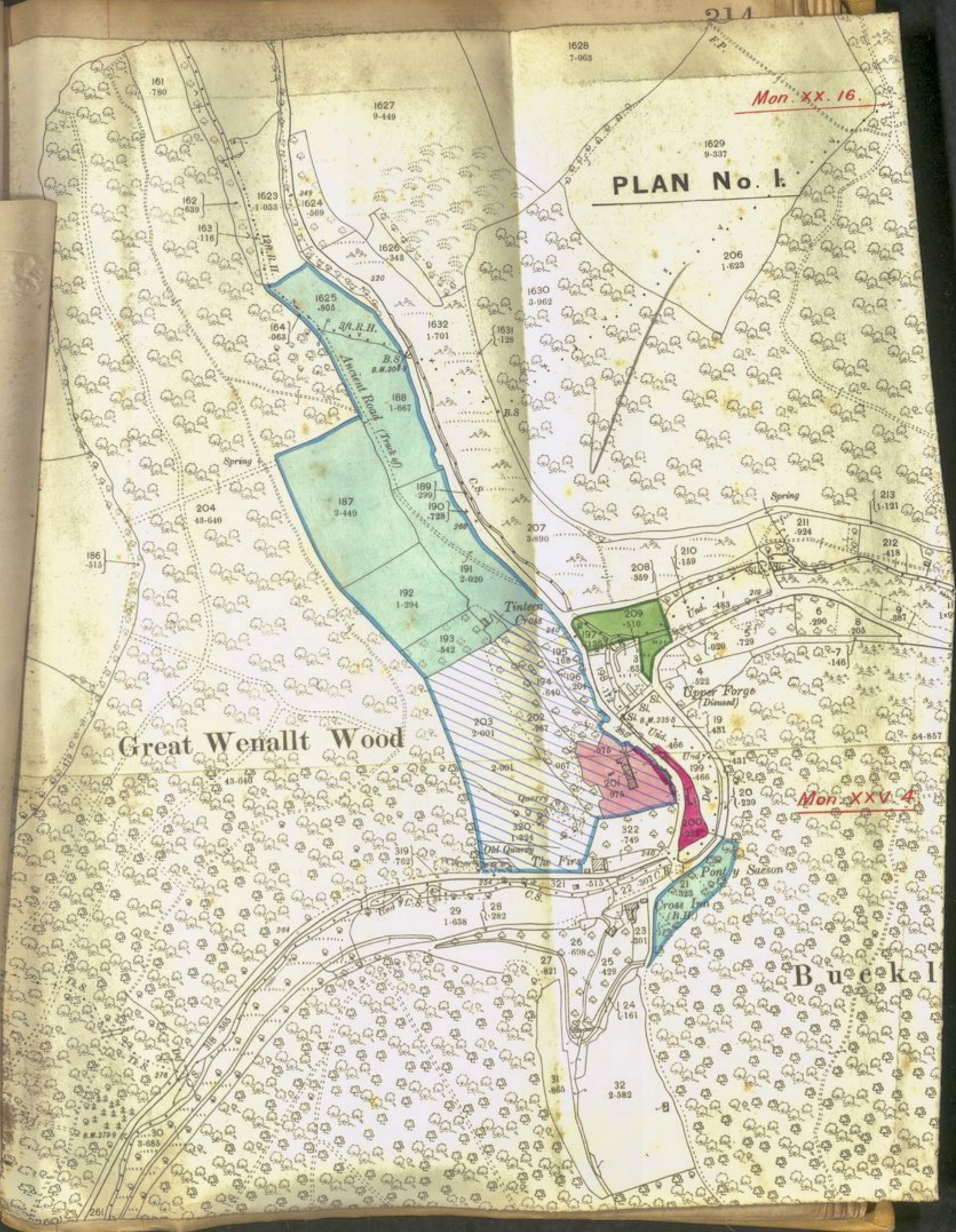
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Mon. XX. 16.

# PLAN No. I.



containing one rood and twenty six perches or thereabouts situate in the Parish of Chapel Hill on the southern bank of the River Wyre and lying on the south east side of the Wire Works Bridge over the said River - And all that piece or parcel of land containing sixteen perches or thereabouts in the said Parish lying on the northern side of the Tramway nithly hereinafter described and abutting east on the rood from Monmouth to Chepstow which said pieces of land are shown by dark green body colour on the Plan No. 2 annexed to these presents such wharf and land to be used for the purpose of stacking stone thereon gotten from the land first hereinbefore described And as to the said wharf for loading it into barges and for unloading from vessels materials brought thereto for the lessees Reserving power nevertheless for the lessor and others authorised by him to enter upon and use the said wharf for the purpose of berthing loading and unloading vessels with any substances or materials whatsoever Together with power for that purpose to use any crane or machinery belonging to the lessees and erected on the said wharf And also power to store any such substances and materials thereon for such time as he the lessor or others authorised by him as aforesaid may require do nevertheless that in the event of their storing any such substances or materials on the said wharf or using any such crane or machinery belonging to the lessees they shall pay to the lessees a fair and reasonable charge or compensation for the use of the said wharf for such storage purposes or for the user of the said crane or machinery as the case may be as is hereinafter provided in clause 27 hereof and in the event of any dispute as to the amount charged by the lessees for such user such dispute shall be referred to the <sup>Said</sup> Crown Receiver and settled by him and his decision shall be final and binding upon all parties And also reserving to the lessor his officers servants

22. 284

22. 304

the perches or  
 Chapel Hill on the  
 lying on the  
 edge over the said  
 land containing  
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agents workmen lessees tenants and others authorised by  
 him full and free liberty at all times and for all purposes  
 and with or without horses carts and other vehicles and  
 engines laden or unladen to use the new road to be con-  
 structed by the lessees over the said wharf in pursuance  
 of these presents from the high road to ~~the~~ the siding to  
 the Tramway on the north side of the said wharf And  
 as to the said piece of land on the north side of the said  
 Tramway shown by dark green body colour as aforesaid  
 Reserving to His Majesty His Heirs and Successors the water  
 pipes running under such land for the supply of water  
 to the Royal George Hotel The Rose and Crown Inn and  
 other premises with full power and authority for the lessor  
 and the Duke of Beaufort his sequels in right and  
 assigns and others authorized by them or any of them  
 to enter at any time or times into and upon the  
 said land with or without horses carts and implements  
 to examine maintain repair and relay such water  
 pipes or any of them Seventhly all that piece or parcel  
 of land containing one acre and thirty six perches or  
 hereabouts situate at Chapel Hill aforesaid and known  
 as the Abbey Works Together with the feet or Watercourse  
 and Sluices lying to the South-West and North-West of  
 the said Works All which land and watercourse are shown  
 by yellow body colour on the said plan No. 2. Together  
 with liberty for the lessees with the previous consent in  
 writing of the lessor to pull down any of the old buildings  
 on the said land and to clear away the materials  
 there of or to use them in the erection of other buildings  
 on such land Eighthly license and permission  
 to the lessees subject to the condition next hereinafter  
 appearing to draw off appropriate and use in  
 connection with and for the purposes of their Stone  
 Saws and Works situate on the premises sixthly herein-  
 before described but for no other purpose the waters of  
 any pond or stream in the neighbourhood the property  
 of the lessor and for that purpose to lay pipes through  
 the lands of His Majesty Such license and permission  
 nevertheless

22. 284

22. 304

nevertheless to be in all instances exercised subject to the previous approval in writing of the lessor and under the superintendence of any Crown officer appointed by him and so that the water at the head of any Pond from which water shall be taken shall not be lowered by such taking more than three feet from its level when full and subject also to all rights easements and tenancies affecting all or any of such ponds and waters Provided always that in the event of any dispute as to the level of such pond when full such level shall be ascertained by the said Crown Receiver whose decision shall be final and binding on all parties Tenthly all those Tramways one of which is situate at Tintern in the County of Monmouth and extends from the Abbey Wire Works to the Bridge over the River Wye and is shown by brown colour on the said Plan to 2 and the other which is situate in the Parish of Tidenham in the County of Gloucester and extends from the said Bridge over the River Wye to a junction with the Wye Valley Railway and which Tramway is also shown by brown colour on the said plan Except and reserving unto the lessor and all persons nominated in writing by him the use free of any payment or charge whatsoever of the said Tramways at all times and for all purposes in common with the lessees Eleventhly all that sitting and weighbridge situate on the North side of the said Tramway at Chapel Hill and shown by red body colour and red hatching on the said plan and Eleventhly ~~all~~ <sup>full</sup> and free wayleave and right of way and passage as hereinafter mentioned in common with the lessor his grantees lessees licensees tenants agents and workmen and all other persons authorised by them over and upon the Bridge over the River Wye shown by purple color on the said plan with liberty to pass and repass

over

R.R. 302

R.R. 306  
10/27

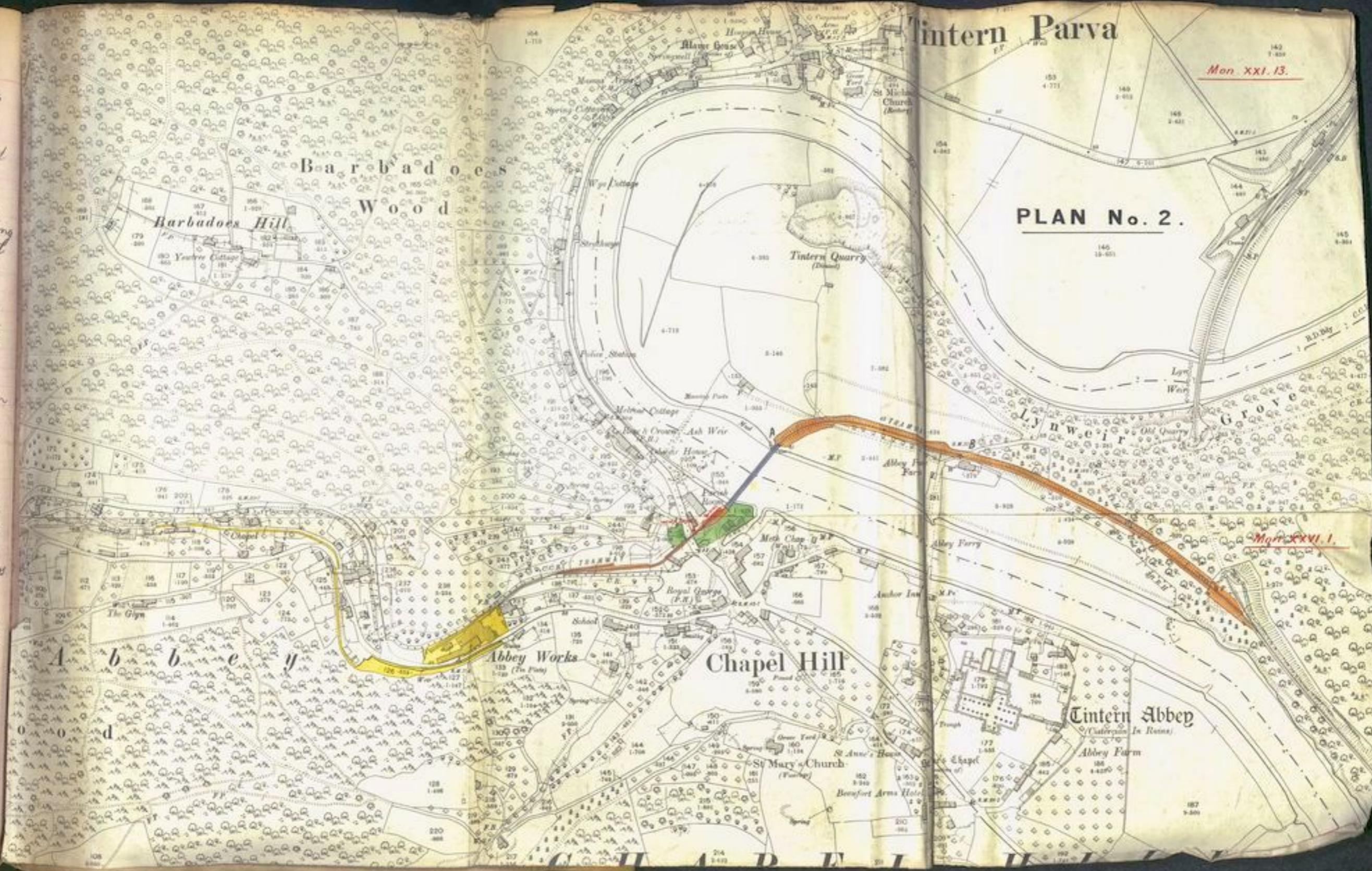
R.R. 303



over and along the said Bridge either on foot or with horses engines waggons trucks or other carriages as a means of communication between the two Tramways hereinbefore described but so nevertheless that the right and liberty hereby granted to the lessees shall be exercised by them entirely at their own risk in all things and so that they shall not in any way obstruct or prevent the user of ~~the said~~ <sup>such</sup> Bridge by the lessor or any others authorized by him To hold the said premises hereinbefore demised unto the lessees other than those secondly ninthly tenthly and eleventhly hereinbefore described from the fifth day of January One thousand nine hundred and three for the term of Twenty one years Subject nevertheless as regards the premises first herein described (but exclusive of the part coloured light and dark pink on the said Plan No. 1.) to a yearly tenancy therein of William Beard of Pontysaion House Treleck Grange under an Agreement dated the sixteenth day of May One thousand nine hundred and five and made 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 the said William Beard of the third part but with the benefit of such tenancy And subject as regards the premises fourthly hereinbefore described to but with the benefit of the existing tenancy therein of Fred Constance being a yearly tenancy from the twenty fifth day of December One thousand nine hundred and two at a rent of seven pounds per annum the lessees paying to the Tenant in the event of such tenancy being determined any compensation to which he may be entitled either at law or under his Agreement in respect of any garden crop left on the land And to hold the premises secondly hereinbefore described unto the lessees from the fifth day of April One thousand nine hundred and five for the term of Eighteen years and three quarters of another year Subject nevertheless to but with the benefit of the existing tenancy therein of the said William Beard under the

said





Tintern Parva

Mon XXI. 13.

PLAN No. 2.

Mon XXI. 1.

Barbadoes Wood

Barbadoes Hill

Abbey

Chapel Hill

Tintern Abbey

Abbey Farm

Tintern Quarry

Lynweir

Grove

Abbey Works

Anchor Inn

St Mary's Church

St Anne's Chapel

Chapel

Beaufort Arms Hotel

Police Station

Wye Cottage

Melina Cottage

Coal & Crown Ash Weir

Chapel House

Royal George

School

Anchor Inn

St Anne's Chapel

Chapel

Beaufort Arms Hotel

St Mary's Church

St Anne's Chapel

Chapel

Beaufort Arms Hotel

St Mary's Church

St Anne's Chapel

Chapel

Beaufort Arms Hotel

said Agreement of the sixteenth day of January  
 One thousand nine hundred and three And  
 to hold the premises ninthly tenthly and  
 eleventhly hereinbefore described unto the lessees  
 from the fifth day of January One thousand  
 nine hundred and five for the term of fifteen  
 years subject nevertheless as regards the said  
 Tramway in the Parish of Lidenham and County  
 of Gloucester the Bridge over the River Wyre and  
 the Tramway therefrom to the Monmouth and  
 Chepstow Road in the Parish of Chapel Hill in  
 the County of Monmouth to all rights or easements  
 thereover and especially to all or any rights  
 existing thereover under ~~any~~ certain Deed of  
 Conveyance dated the eighteenth day of December  
 One thousand eight hundred and seventy two made  
 by the late Duke of Beaufort in the year One thousand  
 eight hundred and seventy two to John Lancaster  
 and which rights it is believed are now exercisable  
 by Sir W. H. Warling Baronet Paying unto the  
 King's Majesty His Heirs and Successors the rents  
 and royalties following that is to say For the stone  
 pit hereinbefore demised during the first two years  
 and three quarters of another year of the said term  
 the clear yearly rent of Ten Pounds and during  
 the remainder of the said term the clear yearly  
 rent of Two Pounds such rents and the rents  
 and royalties hereinafter reserved to be paid to  
 the Crown Receiver of the said premises as to the  
 said rents by equal half yearly payments on  
 the fifth day of January and the fifth day of July  
 in each year of the said term and as to the said  
 royalties by half yearly payments on the days  
 aforesaid free in every case from all deductions except  
 landlords Property Tax And also yielding and  
 paying to His Majesty His Heirs and Successors during  
 the first seven years of the said term of Twenty one  
 years a royalty of Six pence per ton of two thousand

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two hundred and forty pounds avoirdupois on all block or dressed stone and all other stone except waste or rubble gotten from the said land first hereinbefore described and sold used or otherwise disposed of (or if such block or dressed stone or other stone shall be sold used or disposed of by measurement then a royalty of six pence for every fourteen cubic feet of such stone) and thereafter during the next succeeding seven years of the said term paying to His Majesty His Heirs and Successors a royalty of eight pence for every like ton (or for every fourteen cubic feet as the case may be) on all block or dressed stone or other stone except waste or rubble gotten from the said Quarry and sold used or otherwise disposed of And also paying to His Majesty His Heirs and Successors during the first fourteen years of the said term a royalty of two pence for every like ton of waste or rubble stone gotten from the said Quarry (including stone from the top soil thereof) and sold used or otherwise disposed of And also paying to His Majesty His Heirs and Successors during the remainder of the said term after the first fourteen years thereof in respect of each of the two classes of (1) block or dressed stone or other stone except waste or rubble and of (2) waste or rubble stone gotten from the said Quarry and sold used or otherwise disposed of a royalty thereon equal to the percentage on the value of such class of stone that would have been produced if the royalty thereon paid by the lessees during the whole of the second period of seven years had been assessed as a percentage of value of the stone of the class on which it was paid instead of at the rate of eight pence per ton or two pence per ton as the case might be the assessment of the royalties to be paid by the lessees as aforesaid to be settled by the said Receiver whose decision shall be final and binding on all parties such royalties to be paid on the said fifth day of January and the fifth day of July in every year for and in respect of the stone sold used or disposed of during the preceding half year

And

And also paying during the said term of  
 Eighteen years and three quarters of another  
 year for and in respect of the premises secondly  
 herebefore described the clear yearly rent of  
 Twelve Pounds And also paying during  
 the said term of Twenty one years for and in  
 respect of the premises thirdly herebefore described  
 the clear yearly rent of Five Pounds And  
 also paying during the said term of Twenty  
 one years for and in respect of the premises  
 fourthly herebefore described the clear yearly  
 rent of Seven Pounds And also paying  
 during the said term of Twenty one years for  
 and in respect of the premises fifthly herebefore  
 described the clear yearly rent of One shilling  
 And also paying during the said term of  
 Twenty one years for and in respect of the piece  
 of land or wharf sixthly herebefore described  
 the clear yearly rent of One Pound six shillings  
 And also paying during the said term of  
 Twenty one years for and in respect of the  
 premises known as the Abbey Works seventhly  
 described the yearly rent of Five Pounds And  
 also paying for and in respect of the license  
 or permission eighthly herebefore described from  
 the said fifth day of January One thousand nine  
 hundred and three to the fifth day of April One  
 thousand nine hundred and four the yearly  
 rent of Ten Pounds from the fifth day of April  
 One thousand nine hundred and four to the fifth  
 day of January One thousand nine hundred  
 and seventeen the yearly rent of Seven Pounds  
 ten shillings and thereafter during the remainder  
 of the said term the yearly rent of Twelve  
 Pounds ten shillings And also yielding  
 and paying during the said term of nineteen  
 years for and in respect of the premises ninthly  
 herebefore described the yearly rent of

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One Pound And also yielding and paying  
 during the said term of Nineteen years for and in  
 respect of the premises tenthly hereinbefore described the  
 yearly rent of Two Pounds two shillings And also  
 paying during the <sup>such</sup> said term a royalty equal to  
 Ten Pounds per centum per annum upon all tolls  
 received by the lessees for or in respect of the user of  
 the weighbridge and siding Provided that no royalty  
 shall be payable upon so much of the said tolls  
 received in any one year as would be sufficient  
 to yield a sum equal to the rent payable for such  
 year. And also yielding and paying during  
 the continuance of the license and permission  
 eleventhly hereinbefore demised the yearly rent of  
 one shilling And also yielding and paying  
 in the event of and immediately upon the term  
 being determined by reentry under the proviso  
 hereinafter contained a proportionate part of the  
 said rents for the fraction of the current year and  
 all royalty accrued up to the date of such reentry  
 Provided that no royalty shall be payable upon  
 so much of the stone sold used or disposed of in  
 any one year as would be sufficient in value  
 according to the reservation hereinbefore contained  
 to yield a sum equal to the rent payable for such  
 year Provided also that in the assessment of royalty  
 to be paid after the first fourteen years of the said  
 term as aforesaid the value of the stone shall be  
 deemed to be the price for which the same shall have  
 been bona fide sold after having been wrought  
 dressed and made marketable without making any  
 deduction from such price either in respect of labour  
 bestowed thereon in preparing the same for sale or  
 in respect of carriage to any yard or works of the  
 lessees or of any other matter whatsoever except that  
 the cost of carriage from the said quarry or from  
 any yards works or premises of the lessees as the  
 case may be to the place of delivery to a Purchaser

shall

shall be allowed where such cost is included in the sale price And in the event of the stone being used or disposed of otherwise than by sale the value shall be deemed to be the general market price in the district at the date that the same was sold used or disposed of without allowance of any deduction whatsoever and if there shall be any dispute as to what was the general market price at such date such dispute shall be determined by the Crown's Mineral Inspector for the time being for the district in which the Quarry is situate whose decision shall be final and binding on all parties And the lessees hereby covenant jointly and separately with His Majesty His Heirs and Successors in manner following that is to say:

1. To pay unto the Kings Majesty His Heirs and Successors the said rents and royalties hereinbefore respectively reserved at the times and manner hereinbefore appointed for payment thereof respectively And that if default shall be made for the space of twenty one days in payment of the aforesaid rents and royalties respectively or any part thereof respectively then and so often as the case shall happen the lessor or his Agent may distress all or any stone machinery engines implements utensils carts carriages horses or other live or dead stock upon or under the land hereinbefore described or upon any other land which may for the time being be in the occupation of the lessees or any of them and all other the goods chattels and effects of the lessees or any of them wheresoever the same may be found and sell and dispose of the same towards satisfaction and payment of the arrears of the said rents and royalties and of all costs and charges incident to or occasioned by such distress and sale.

2. To pay during the said term the land tax and all other taxes rates charges assessments impositions

and

and outgoings whatsoever now or hereafter to be charged assessed or imposed upon or in respect of the said demised premises either under any existing or future Act of Parliament except the Landlord's Property Tax

3. At all times during the continuance of the term of nineteen years hereby granted to keep in good and substantial repair order and condition to the satisfaction of the Lessor in all things the said railway bridge over the River Wyre shown by purple colour on the said Plan No. 2 together with all its piers pillars embankments abutments and all other appurtenances. And also the fence on the north side of the said Tramway in the County of Gloucester extending from such Bridge to the way from the Abbey Passage Ferry between the letters A and B on the said Plan No. 2.

4. At all times during the said term to keep all the buildings for the time being on the lands hereby demised insured against loss or damage by fire in the joint names of the King's Majesty His Heirs and Successors and the Lessees in the County Fire Office Bristol in a sum equal to three fourth parts at the least of the actual value thereof respectively and to show whenever required so to do to His Majesty's said Receiver the Policy or Policies of Insurance and the receipt or receipts for the premium or premiums in respect thereof for the current year And if default shall be made in keeping the buildings or any of them so insured or in the production of the Policy or Policies or receipt or receipts as aforesaid the Lessor may insure the said buildings or any of them in such name or names as he may think fit in the amount hereinbefore mentioned or in any less amount and all monies paid for such purpose shall be recoverable on demand as liquidated damages And all monies payable under any insurance shall immediately after the receipt thereof be applied in rebuilding and reinstating the building or buildings in respect of which the same shall be paid to the satisfaction of the Lessor

according

according to such plan as the lessor may approve of. And in case the monies so received shall not be sufficient for that purpose the lessees will make good the amount of every such deficiency.

5. On the determination of the said tenancy of Fred Bonstance of the premises fourthly hereinbefore described to pay to him all compensation that he may be entitled to at law or under his said Agreement of tenancy for and in respect of any garden crop that may be left upon the said premises.

6. Forthwith to put and thereafter to keep the four cottages on the premises thirdly hereinbefore described into good and substantial repair to the satisfaction of the lessor. Provided that if the lessees desire so to do they shall be at liberty to convert the existing four cottages into two cottages such conversion to be carried out to the satisfaction in all things of the lessor.

7. Before commencing the deposit of any material upon the land fifthly hereinbefore described at their own expense and in accordance with the directions and to the satisfaction of the lessor in all things to construct a proper and substantial culvert or culverts over one or both of the streams running through such land as the lessor may require and after the construction of such culvert or culverts to carry on the deposit of rubbish or materials upon the said lands in accordance with the direction from time to time of the said Crown Receiver or of a Crown Officer appointed by the lessor for that purpose and so that it shall at all times be below the present head or dam of the pond on such land and shall not encroach upon or injure such pond.

8. In the event of the lessees working the stone demised by the side of the road bounding the premises first hereinbefore described on the south and east sides thereof they shall commence such

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workings only in such position as may be indicated by the said blown receiver.

9. To search for and dig forthwith stone in proper and likely places within under and upon the said land first hereinbefore described and with a sufficient number of good and able bodied quarrymen and workmen continuously employed fairly and efficiently to work and carry on all the quarries and works for the time being opened or to be opened upon the said land according to the best improved system of working in Northamptonshire and to the satisfaction of the lessor.

10. To remove and carry away at all times during the said term from and out of the quarries and works on the land first hereinafter before described (hereinafter referred to as the said quarries) all the rubbish and deads which shall from time to time be produced in working the same and deposit the said rubbish and deads on the land fifthly hereinbefore described in manner hereinbefore provided.

11. To construct and erect at their own expense such engines or other machinery and works for working the said quarries in manner aforesaid as shall be certified by such experienced person as shall be from time to time in that behalf appointed by the lessor to be necessary for that purpose and with all convenient speed after getting the said stone to cause so much of the same as is not waste or rubble to be dressed or otherwise made marketable.

12. To keep legible books of account with correct entries of the quantity of the stone gotten and of the persons to or by whom and the times and prices (if any) and for which the same shall be sold used or disposed of and at all times when required to produce such books of account to His Majesty's Agent for the time being and permit him to take extracts therefrom or copies thereof the lessors giving any explanation that may be required in relation thereto.

13. To deliver to the lessor or to His Majesty's said Receiver or Agent within ten days after the fifth day of January and the fifth day of July in each year and at such other times during the said term as the lessor shall in writing require the same and also within ten days after the expiration or sooner determination of the said term a correct and legible account in writing of the quantity and (if required) of the quality of the stone which during the preceding year and such other time as shall be required by such notice as aforesaid shall have been gotten and also of the quantity which during the like period shall have been sold used or otherwise disposed of clearly expressing therein if the lessor shall so require the names of the persons to or by whom and the times and prices (if any) at and for which the same shall have been sold used or disposed of or if the circumstances shall so require a statement that none of the stone hereby demised has during the preceding half year or such other times as aforesaid been gotten and raised sold used or otherwise disposed of every such account being if required first verified by a Statutory Declaration by the lessees or their chief or only Agent for the time being And within the same periods and at such other times as aforesaid to deliver if required to the lessor or to His Majesty's Receiver or Agent a correct plan and measurement signed by the lessees or their chief or only Agent of the lands under or from which the said stone shall have been gotten as aforesaid and of the workings and cuttings of and in the said quarries distinctly showing the course and extent thereof and also to keep a like plan and measurement at the quarries or works or at the Office belonging thereto and permit the lessor and his Agent at all times to inspect the same.

14. To keep and uphold at all times during the said

term

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term and to leave at the expiration or sooner determination thereof the said quarries and works or such of them as for the time being can be worked to benefit and all boundary posts and stones pits soughs shafts levels drains walls ways paths fences fencing to pits soughs openings and other works cottages warehouses buildings machinery and other matters and things there to belonging in proper order condition and repair but nevertheless the lessees may (unless the said term shall be determined by reentry) remove within six calendar months after the end or sooner determination of the said term but not afterwards all the stone then gotten but not sold used or disposed of and also all engines tools machinery or working gear belonging to them the lessees in or about the said quarries works and premises (but not the stone or brick work roofs or timbers belonging thereto or erected or used for the protection thereof) first giving to the lessor the option of purchasing the same or any part thereof at a fair valuation to be made by two indifferent persons one to be chosen by the lessor and the other by the lessees or by an umpire to be nominated by such two persons before they proceed upon their valuation and all such last mentioned stone shall be subject to a royalty on the value thereof at the rates aforesaid.

15. That the lessor and his Agent may at all seasonable times with or without workmen or assistants enter into and inspect the said quarries and works and the state and condition thereof and that the lessees will render every reasonable assistance to the lessor his agents and workmen or assistants in the examination aforesaid when required.

16. Not to commit any unnecessary damage spoil or waste in or upon the land first herein before described in the exercise of the powers hereby granted and during the said term to keep all pits soughs openings and other works in or upon the said land that can be worked to advantage fenced round in a proper

and

term

and substantial manner to the satisfaction of the lessor and to fence round or fill up level and cover in in a proper and substantial manner to the like satisfaction <sup>and</sup> such pits soughs and other works as may have been wrought out or can no longer be worked to advantage and to make reasonable and fair compensation to every person lawfully entitled thereto on account of any injury or damage sustained by him by reason or in consequence of the said works or of the exercise of the powers hereby granted and indemnify the King's Majesty His Heirs and Successors from all actions claims and demands on account of any such injury or damage and in the event of any injury or damage being caused by the lessees in exercise of the powers hereby granted to all or any of the cottages on the land third and fourthly hereinbefore described to forthwith pay on demand to His Majesty compensation for such damage the amount of such compensation if not agreed upon to be settled by arbitration under the Arbitration Act 1889.

17. To provide and keep in good repair order and condition all the necessary works pipes and apparatus utilised by the lessees for the supply of water to their works on the premises seventhly hereinbefore described and not to permit any waste of such water or to do anything in the exercise of the license and permission hereby granted that may injure any ponds streams or watercourses in any manner whatsoever and especially not to injure or interfere with any fish or fishing therein And also not to do or suffer to be done any act or thing which may damage or injure the water pipes running under the said piece of land sixthly hereinbefore described and lying to the North of the said Tramway and shown by dark green body colour on the

said

said plan or which may obstruct the flow of water through such pipes.

18. To observe and conform to all the rules regulations and requirements of the lessor or of any officer or agent appointed by him for that purpose in reference to drawing water from the said ponds or any of them.

19. To provide and maintain in good working order and condition sufficient plant and machinery to obtain and work the stone hereby demised so as to meet the general demands of the trade for such stone and for getting and preparing any of such stone that may be required by the Crown.

20. And generally in addition to the covenants hereinbefore contained to keep and at the end of the term hereby granted to leave in good and substantial repair order and condition all the lands hereditaments and premises hereby demised including all buildings (with the fixtures therein) walls gates stiles mounds banks bridges roads ponds drains outfalls culverts watercourses sluices sewers hedges ditches and fences and other matters and things now being or that may hereafter be on the demised premises and as to such of the said buildings and fences as have been or are usually painted or tarred properly painted and tarred.

Provided that the lessor or his Agents may at all times enter upon the said premises and examine the same and take any plan thereof and if any want of repair painting or tarring shall be found or any ditches sluices sewers or drains shall be found not properly cleared out and the lessee shall not within three calendar months next after a notice in writing of any such matters shall have been given to or left on the said premises for them to paint tar repair and amend the same according to the covenants herein contained the lessor may (but without prejudice to any other remedy of His Majesty His Heirs or Successors) cause the same or any of them to be done and the lessee shall on demand repay to the lessor all expense incurred in respect thereof.

21. To strictly observe all the rules regulations and directions given by the lessor or by the Crown Surveyor in charge of the said premises for or in reference to the user of the said Bridge over the River Wyre and not to do or permit anything to be done which may cause an obstruction or annoyance to the lessor or any other persons authorized by him in using such Bridge.

22. To permit the lessor and all others authorized in writing by him as aforesaid and also any traders or persons in the District to use the said Tramways or either of them at all times for the purpose of conveying merchandise or goods thereover and to afford all reasonable facilities for such user to the persons other than the lessor and those nominated by him as aforesaid so using such Tramways or either of them paying to the lessees a toll or charge for such user not exceeding three pence per ton of any goods or materials conveyed such toll or charge being in accordance with a scale of tolls or charges to be previously approved of in writing by the lessor and no other toll charge remuneration or compensation shall be in any way charged or demanded by the lessees for or in respect of the user of the Tramways or either of them by such traders or persons as aforesaid.

Provided also that any such right to make charges for user of the said Tramways or either of them shall be subject to the rights hereinbefore mentioned of the said Sir W<sup>m</sup> Marling Baronet under the said Deed of One thousand eight hundred and seventy two.

23. Not at any time to assign underlet or otherwise part with the demised premises or any part thereof for the whole or any part of the term hereby granted without the consent in writing of the lessor for that purpose first had and obtained and to procure at their own expense all assignments which shall be made of these presents or of the premises hereby demised or any

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part thereof and all Orders of Court Probates of Wills and Letters of Administration or other instruments affecting the devolution of this lease or the term hereby granted within six calendar months from the respective dates thereof to be lodged in the Office of the Commissioners of Woods in order that minutes or docketts thereof respectively may be entered and on demand to pay the usual fees for such entry.

24. Provided always that in the event of the lessees requiring a further or extended lease of stone in the lands of the lessor adjoining the premises first hereinbefore described or in the neighbourhood thereof and of the lessor being satisfied that the lessees will bona fide work and dispose of such additional stone the lessor will make such an extension of the area within which stone may be worked under the terms of these presents and upon such terms as to rent as may be mutually agreed upon.

25. Provided always that each of the said rents and royalties hereinbefore reserved in respect of the several parcels hereinbefore described shall be charged upon the whole of the hereditaments and premises demised by these presents and may be recovered by entry and distress upon the whole or any part of the hereditaments and premises hereby demised.

26. Provided always and it is hereby agreed and declared that if any dispute shall arise between the lessees and any other Crown Tenant Grantee or licensee in connection with the said tramways or either of them or as to the management working maintenance or repair thereof such dispute shall be referred for settlement to the said Crown Receiver and his decision shall be final and binding upon all parties.

27. Provided always that the lessees will during the said term permit and they hereby grant to the lessor and all others authorized by him at all times full right and liberty to enter upon the said wharf situate hereinbefore described and to have the full and free use of such wharf for the purpose of berthing, loading

and

part

and unloading vessels with any substances or materials whatsoever together with power for that purpose to use any crane or machinery belonging to the lessees and erected on the said wharf and also power to store any such substances and materials on such wharf for such time as the lessor or others authorized by him as aforesaid may require <sup>so</sup> nevertheless that in the event of the lessor or others authorized by him as aforesaid storing any such substances or materials on the said wharf or using any such crane or machinery belonging to the lessees they shall pay to the lessees for the use of the said wharf for such storage purposes including the user of the said crane or machinery a charge or toll of four pence per ton. And in the event of any person or persons other than the lessor or those authorized by him as aforesaid storing any such substances or materials on the said wharf or using such crane or machinery belonging to the lessees they the lessees will charge such person or persons for storing any such substances or materials on the said wharf a charge or toll not exceeding two pence per ton per week and for the use of any such crane or machinery a charge or toll not exceeding four pence per ton.

28. Provided always that nothing herein contained shall preclude the lessor from granting the use of the tramways roads streams and watercourses made or to be made on the said land first hereinbefore described and power to make tramways roads and watercourses thereon to any person or persons he may think fit or from granting to any other person any rights of wayleave or waterleave through or over any of the said quarries paying or reserving therefor to the lessees such reasonable compensation (if any) as may be agreed on or in case of difference may be determined by arbitration under the Arbitration Act 1889.

29. Provided also that if any rent or royalty hereby reserved shall be in arrear for twenty days or if there shall be a breach of any of the covenants hereinbefore

contained

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contained or if any company formed for working the stone hereby demised shall be wound up or if the lessees shall either voluntarily or involuntarily do or suffer any act or thing whereby or in consequence whereof their interest in the premises hereby demised or any part thereof shall without such consent as aforesaid become vested in any person or persons whomsoever except by bequest or by representation as executor or administrator then and in any of the said cases the lessor may reenter upon and retain possession of the demised premises together with all engines tools machinery and other working gear stone and other matters then being on such premises in all respects as if these presents had not been made And in case of any such reentry there shall be payable by the lessees to the King's Majesty His Heirs and Successors in addition to any rent or royalty then due a proportionate part of the accruing rent and royalty for the then current half year up to the day on which such reentry shall have been made.

30. 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 "lessees" shall include their executors administrators and assigns.

31. 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

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

E. Stafford Howard (LS)

Signed sealed and delivered  
by the above named James  
Edward Turner in the  
presence of  
William Henry Clarke,  
20 Byrmer St. Cardiff.  
Clarke.

James E. Turner (LS)

Signed sealed and delivered  
by the above named William  
Henry Turner in the  
presence of  
William Henry Clarke,  
20 Byrmer Street, Cardiff.  
Clarke.

William Henry Turner (LS)

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. S. Hancock,  
11<sup>th</sup> April 1907. Assistant Keeper of the Records

Lessee of

All Sporting Rights

Except Hunting

Quarterly Tenancy

Rent

Lessee pays Rates

Foxes to be  
preservedServants to be  
ordered to preserve  
them

No traps

No wire

Rabbits to be kept  
down

As to sub-letting

Lessee pays Rates

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Dated . . . 19 . . .

E. STAFFORD HOWARD, ESQ., C.B.,

A Commissioner of His Majesty's

Woods, &c.,

TO

d(LS)

copy File 6035.

This Indenture made the 3<sup>rd</sup>. day of April. One thousand nine hundred and seven 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 Thomas Allen

Lease of

Courteen of Redbrook in the County of Monmouth, Esquire

in the County of hereinafter called the Lessee of the other part WITNESSETH that in consideration of the rent hereinafter reserved and the covenants on the part of the Lessee hereinafter contained the said EDWARD STAFFORD HOWARD as such Commissioner as aforesaid on behalf of His Majesty and under the powers of the Crown Lands Acts 1829 to 1907 and of all other powers and authorities enabling him in this behalf hereby demises unto the Lessee ALL THAT the exclusive right of Sporting by fowling shooting taking and destroying all game including snipe woodcock wildfowl quails plover woodpigeons and landrail in or upon Farms Lands Woods and premises particularly referred to in the Schedule hereunder written and situate as therein stated in the several parishes of Trelleck and Llandog

All Sporting Rights

S

in the County of Monmouth and which said Farms Lands Woods and premises are delineated and coloured red on the ordnance map annexed to these presents EXCEPTING AND RESERVING to the King's Majesty his successors and assigns and any persons whom he may permit a right concurrently with the Lessee of shooting taking and destroying rabbits and also the exclusive right of hunting foxes and other beasts of the chase with or without servants horses and dogs To hold the same for the term of one year from the 25<sup>th</sup>. day of March 1907 subject to three months' notice in writing to determine the tenancy sooner and so on from year to year until either of the parties hereto shall give to the other or send by registered post three months' notice in writing to determine the tenancy expiring on any of the usual quarter days namely the 25th day of March the 24th day of June the 29th day of September or the 25th day of December in any year YIELDING and paying therefor to the Crown Receiver for Lintern the yearly rent of £1-10-0 clear of all rates taxes assessments and charges whatsoever parliamentary or parochial except the property or income tax AND the Lessee hereby covenants with the Lessor (which term shall include the said EDWARD STAFFORD HOWARD or other the Commissioner or Commissioners for the time being of His Majesty's Woods Forests and Land Revenues having the management of the said premises) that he will by every means in his power and by and through his servants and agents strictly preserve and leave undisturbed and unmolested all the foxes in and upon the said Farms Lands Woods and premises AND in particular will personally specially direct and order his said Servants and Agents that foxes are to be preserved as aforesaid in order and so that the sport or foxhunting may be enjoyed by the Lessor and any persons whom he may permit to hunt over the said Farms Lands Woods and premises AND ALSO will not allow any traps or gins to be set or used and will not erect or use nor permit to be erected or used any barbed wire or wire of any other kind whatever on any portion of the Farms Lands Woods or premises AND ALSO that he the Lessee will not permit or suffer or encourage the breeding of rabbits upon the said Farms Lands Woods or premises but will keep down and destroy the head of rabbits so as to prevent any injury by them AND ALSO that the Lessee will not at any time assign or underlet or otherwise part with this present demise or the rights and privileges hereby demised or any of them to any person or persons whomsoever without the consent in writing of the Lessor first had and obtained for that purpose AND ALSO that the Lessee will pay all rates and taxes whatsoever parliamentary or parochial which are or may be

Except Hunting

Quarterly Tenancy

Rent

Lessee pays Rates

Foxes to be preserved

Servants to be ordered to preserve them

No traps

No wire

Rabbits to be kept down

As to sub-letting

Lessee pays Rates

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been and by me

Signed sealed and delivered

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

Proper use of Shooting Rights

The Ground Game Act 1880

AND THIS INDENTURE FURTHER WITNESSETH that the said EDWARD STAFFORD HOWARD under the powers hereinbefore referred to doth by these presents nominate depute and appoint the Lessee to be as from the said 25<sup>th</sup> day of March 1907 during the continuance of this tenancy in case he shall so long live His Majesty's Gamekeeper for over in and upon the said Farms Lands Woods and premises hereinbefore described with full power license and authority to shoot sport fowl and take any game as aforesaid within the Farms Lands Woods and premises aforesaid AND ALSO to take seize and destroy all unlawful dogs nets guns and engines used for the taking of such game as aforesaid within the said Farms Lands Woods and premises.

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

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

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

(sgd) E. Stafford Howard

(sgd) Morton Evans,  
Office of Woods  
Whitkirk Place.

Signed, sealed and delivered by the said Thomas Allen Courteen in the presence of

(sgd) T. Allen Courteen.

(sgd) Francis Hobbs,  
Crown Office  
Bournemouth,  
Land Agent.

Parish.

Frelleck

do.

do.

Llandogo

I certify that

5<sup>th</sup> Apr

THE SCHEDULE hereinbefore referred to:

Parish.	Ordinance No.	Occupier.	Description of Property.	Situation or name of Property.	Area.		
					A.	R.	P.
Trelleck	129		Wood near } New Mills }	18	0	6	
do.	169 } 186 }		Wood near } Kingtons }	10	2	29	
do.	466 } 469 }		Manor Wood	16	3	29	
Llandogo	303		Manor Wood	60	2	6	
<u>Acres</u>					106	0	30



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.

5<sup>th</sup> April, 1907.

(sgd) George J. Morris.

Assistant Keeper of the Records.

(4897)

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The Ground Game  
Act 1880  
  
WARD STAFFORD  
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...and third parts  
...m.  
  
Howard  
  
Courteen.

Signed sealed and delivered

THE SCHEDULES hereinafter referred to

Dated . . . . . 19 . . . . .

E. STAFFORD HOWARD, ESQ., C.B.,

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

TO

**Message of certain Sporting  
Rights as within.**

W B & L (4081) - 21856 - 250-6-4

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(1911)