

505

507

*Copy*  
 DEAN FOREST.

Rent increased to £7. 3. -  
 p.a. as from 3rd Feb'y  
 1923. see M/s in File 136.

**Articles of Agreement** made the  
*second* day of *December* — 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  
*William Morgan of Moseley Green, Collier*  
 (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 *bottage, garden and premises*  
*situate at Moseley Green in the said Forest in the*  
*County of Gloucester containing about One rood*  
*thirty perches and coloured red on the plan*  
*annexed hereto*

\_\_\_\_\_ lately in the  
 occupation of *the tenant* \_\_\_\_\_  
 together with the fixtures therein TO HOLD the same hereditaments  
 to the said tenant from the *25th* day of *March* 1907

as tenant from year to year (the tenancy being however determinable  
~~rent of 3/4 for the period to 5th April 1907 and thereafter at the~~  
 as after mentioned) at the yearly rent of *Five pounds 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 payments on the 5th. \_\_\_\_\_

day of *January* \_\_\_\_\_ the 5th. \_\_\_\_\_ day of

*April* \_\_\_\_\_ the 5th. \_\_\_\_\_ day of *July* \_\_\_\_\_

and the 10th. \_\_\_\_\_ day of *October* \_\_\_\_\_ in every year

the first ~~quarterly~~ payment <sup>of 3/4 became</sup> due on the 5th. \_\_\_\_\_

day of *April 1907*. \_\_\_\_\_ AND the said tenant

hereby agrees that he will pay to the King's Majesty the said yearly  
 rent of *Five pounds 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 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 Com-

missioners") or to whom he or they may appoint AND will permit

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

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Dean Forest

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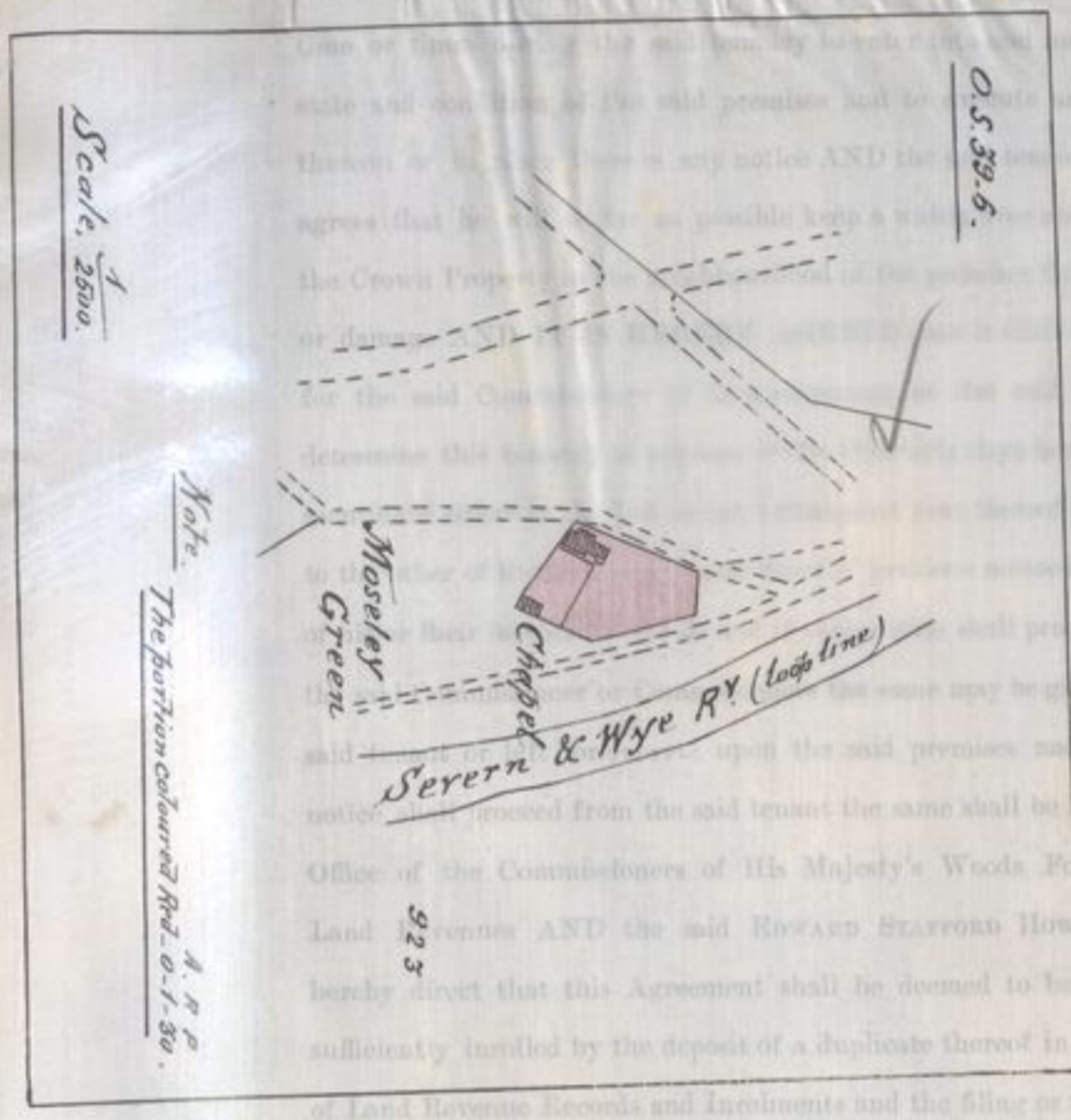
OWARD or other the

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management of the

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nt AND will permit



the said Commission... part of any  
 One or more... the  
 state and... the said premises and to... works  
 drawn or... any notice AND the... further  
 agree that... as possible keep a... and protect  
 the Crown Property... of the... injury  
 or... the... lawful  
 for the said... to  
 determine this... before  
 giving  
 writing  
 shall proceed from  
 upon the said premises and if such  
 notice... at the  
 Office of the Commissioners of His Majesty's Woods Forests and  
 Land... AND the said EDWARD STAFFORD HOWARD both  
 hereby direct that this Agreement shall be deemed to be fully and  
 sufficiently... in the Office  
 of Land Revenue Records and Incumbrances and the filing or making an  
 entry of such deposit by the Keeper of the said Records and Inrol-  
 ments 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 } (sgd) E. Stafford Howard,  
 in the presence of

(Signed) Charles B. Howlett,  
 OFFICE OF WOODS,  
 LONDON, S.W.

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

(sgd) Edward Allford  
 Danby Lodge,  
 Forest Keeper.

Inrolled  
 5/12/04.

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the

state and condition of the said premises and to execute any works thereon or to place thereon any notice AND the said tenant further agrees that he will so far as possible keep a watch over and protect the Crown Property in the neighbourhood of the premises from injury or damage AND IT IS HEREBY AGREED that it shall be lawful for the said Commissioner or Commissioners or the said tenant to determine this tenancy at any one of the Quarterly days hereinbefore mentioned either in the first or any subsequent year thereof by giving to the other of them three calendar months' previous notice in writing of his or their intention so to do and if such notice shall proceed from the said Commissioner or Commissioners the same may be given to the said tenant or left for *him* upon the said premises and if such notice shall proceed from the said tenant the same shall be left at the Office of the Commissioners of His Majesty's Woods Forests and Land Revenues AND the said EDWARD STAFFORD HOWARD doth hereby direct that this Agreement shall be deemed to be fully and sufficiently inrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Inrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Inrolments IN WITNESS whereof the said parties to these presents of the second and third parts have hereunto subscribed their names the day and year first above written.

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

(sgd) *E. Stafford Howard.*

(Signed) *Charles E. Howlett,*

OFFICE OF WOODS,  
LONDON, S.W.

Signed by the above-named  
*William Morgan*  
in the presence of

(sgd) *William Morgan*

(sgd) *Edward Allford*  
*Danby Lodge*  
*Forest Keeper.*

*Inrolled*  
*5/12/04.*

DEAN FOREST.

Dated \_\_\_\_\_ 190 .

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

&c.,  
AND

AGREEMENT for letting

on a Yearly Tenancy from the

190 .

Rent £ \_\_\_\_\_ per Annum.

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TINTERN ESTATE.

**Agreement** made the *third* day of  
*December* 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 Woods (hereinafter called the said Commissioner  
which term shall also include the Commissioner of Woods for the  
time being) of the second part and *Samuel Baiton*  
*grocers Drayman*  
(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 *cottage*  
*and land in the Parish of Chapel Hill and*  
*County of Monmouth containing about three*  
*roods and sixteen perches being part of No. 237*  
*on the Crown Rental of the Tintern Estate*

Together with the appurtenances which premises are coloured red on  
the plan annexed hereto Except and reserving to His Majesty  
all rights of sporting and all timber and other trees and all mines  
and minerals with free access to cut work and carry away the same  
TO HOLD the said premises to the Tenant from the *29th.* —  
day of *September 1907* as Tenant from year to year (determinable  
as hereinafter mentioned) at the yearly rent of *Seven pounds*  
— to be paid to the Crown  
Receiver for Tintern free from all deductions whatsoever (except  
Landlord's property tax and Tithe Rent charge) by equal half yearly  
payments on the *25th.* day of *March* and the *29th.*  
day of *September* — in every year the first half yearly  
payment to be due on the *25th.* day of *March* —  
1908: — And the last payment to be made in advance one Calendar  
month before the expiration of the tenancy AND the Tenant hereby  
agrees with the King's Majesty His Heirs and Successors

1. To pay to the King's Majesty the said yearly rent of  
*Seven pounds* — on the days and in the manner  
aforesaid.

DEAN FOREST.

Dated

190

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

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 *25<sup>th</sup>* day of *March* to terminate on the *29<sup>th</sup>* day of *September* in any year may be given by the said Commissioner or by the Tenant and if such notice shall proceed from the said Commissioner the same may be given to or left for the Tenant on the said premises or sent to him by registered post and if such notice shall proceed from the Tenant the same shall be sent by registered post to or left either at the Office in London or at the Local Office of the said Commissioner.

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



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March to terminate

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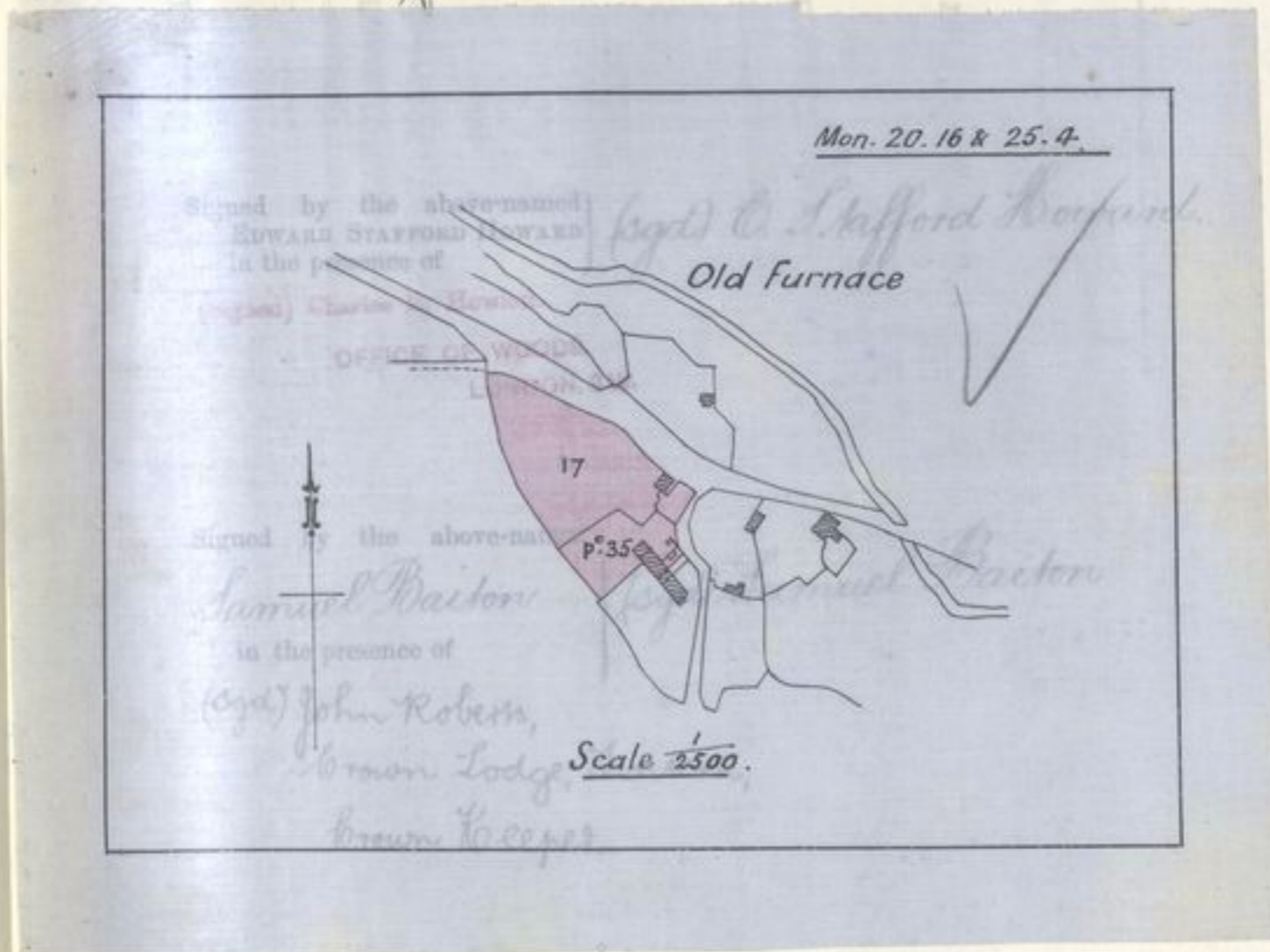
ame may be given to or left  
at to him by registered post

Tenant the same shall be  
the Office in London or at

ed that the said Commissioner  
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on breach or non-observance

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



Inrolled  
5/12/07.

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 } (sgd) *E. Stafford Howard.*  
in the presence of

(Signed) *Charles E. Howlett.*  
OFFICE OF WOODS,  
LONDON, S.W.

Signed by the above-named  
*Samuel Baiton* } (sgd) *Samuel Baiton*  
in the presence of

(sgd) *John Roberts,*  
*Brown Lodge, Tintern,*  
*Brown Keeper.*

*Inrolled*  
*5/12/07.*

TINTERN ESTATE.

Dated \_\_\_\_\_ 190 .

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

&c.,  
AND

AGREEMENT for letting

on a Yearly Tenancy from the

Rent £ \_\_\_\_\_ per Annum.

W B & L (s) - 31159 - 360-5-5

TINTERN ESTATE.

Dated

190 .

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

&c.,

AND



## TINTERN ESTATE.

**Agreement** made the *third* day of  
*December* 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 Woods (hereinafter called the said Commissioner  
 which term shall also include the Commissioner of Woods for the  
 time being) of the second part and *William Phillips of*  
*Chapel Hill in the County of Monmouth Carpenter*  
 (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 *bottage*  
*and garden containing thirty two perches at*  
*Old Tumble in the Parish of Chapel Hill*  
*and County of Monmouth*

Together with the appurtenances which premises are coloured red on  
 the plan annexed hereto Except and reserving to His Majesty  
 all rights of sporting and all timber and other trees and all mines  
 and minerals with free access to cut work and carry away the same  
 TO HOLD the said premises to the Tenant from the *29th* —  
 day of *September 1907* as Tenant from year to year (determinable  
 as hereinafter mentioned) at the yearly rent of *seven pounds*  
*and ten shillings* ————— to be paid to the Crown  
 Receiver for Tintern free from all deductions whatsoever (except  
 Landlord's property tax and Tithe Rent charge) by equal half yearly  
 payments on the *25th* day of *March* and the *29th*  
 day of *September* ————— in every year the first half yearly  
 payment to be due on the *25th* day of *March* —  
 1908 — And the last payment to be made in advance one Calendar  
 month before the expiration of the tenancy AND the Tenant hereby  
 agrees with the King's Majesty His Heirs and Successors

1. To pay to the King's Majesty the said yearly rent of  
*seven pounds and ten shillings* on the days and in the manner  
 aforesaid.

STATUTE IN FULL

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 *25th.* day of *March* to terminate on the *29th.* day of *September* in any year may be given by the said Commissioner or by the Tenant and if such notice shall proceed from the said Commissioner the same may be given to or left for the Tenant on the said premises or sent to him by registered post and if such notice shall proceed from the Tenant the same shall be sent by registered post to or left either at the Office in London or at the Local Office of the said Commissioner.

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

Signed

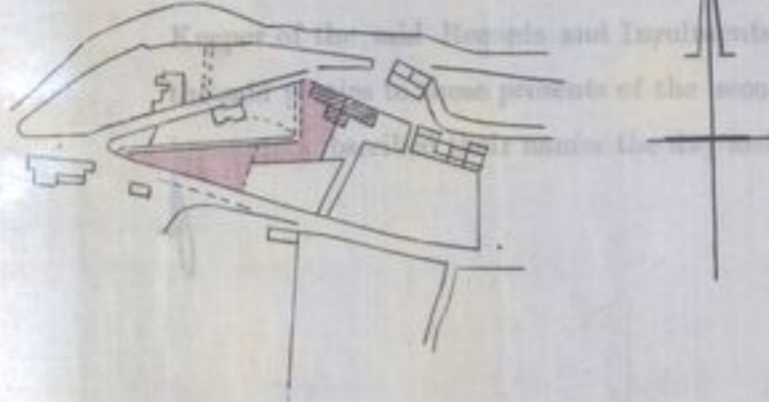
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*Mon XXI. 13 & XXVI. 1.*

AND the said Commissioner doth hereby direct that this Agreement shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Inclosures and the filing or making an entry of such deposit by the Registrar of Land Revenue Records and Inclosures IN WITNESS whereof the said Commissioner and the said parties have signed the year first above written.



*Scale 1/2500.*

Signed by the above-named Edward Sturgeson Howard  
in the presence of

(Signed) Charles E. Howard

OFFICE OF WOODS,  
LONDON, S.W.

Signed by the above-named

*William Phillips* (sgd) *William Phillips.*

in the presence of

(sgd) *John Roberts,*  
*Brown Lodge, Tintern,*  
*Brown Forestet.*

*Enrolled*  
*5/12/07.*



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

(Signed) Charles E. Howlett

(sgd) E. Stafford Howard.

OFFICE OF WOODS,  
LONDON, S.W.

Signed by the above-named  
William Phillips  
in the presence of

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

(sgd) William Phillips.

Inrolled  
5/12/07.

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.

**PINTERN ESTATE.**

Dated

190 .

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

assigned by E. Turner Sons to Wm Colchester & Sons L. Deed  
date 30 Oct 1909 (file 1516)

Sched 7957-8

Dated  
16<sup>th</sup> November  
1907.

Dean Forest.

E. Stafford Howard  
Esq. C.B. a  
Commissioner of  
His Majesty's  
Woods &c.

to  
Mr. R. Martin.

Lease  
of Quarry  
No. 123.

commencing  
29<sup>th</sup> Sept. 1907.  
Term  
Expire 29<sup>th</sup> Sept. 1914

Certain Rent  
£6 per annum.

Royalty 6d. per  
ton on block or  
dressed stone &  
and 2d. per ton  
on waste and  
rubble.

This Indenture made the sixteenth day of  
November One thousand nine hundred and seven  
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 premises hereby demised and Queller  
of the Royal Forest of Dean of the second part and  
Ralph Martin of Cemetery Road Coleford in the  
County of Gloucester Freeman (hereinafter called "the  
Lessee") of the third part Witnesseth that in  
consideration of the rent and royalties hereinafter  
reserved and of the covenants hereinafter contained  
the said Edward Stafford Howard as such Commissioner  
as aforesaid on behalf of His Majesty Doth demise  
and lease unto the Lessee All and singular the  
quarries beds and veins of stone within All that stone  
quarry situate at Knookley in the said Forest of Dean  
and Numbered 123 in the Deputy Surveyor's Quarry  
Lease Books which quarry ground is more particularly  
delineated and described on the plan drawn in the  
margin of these presents and is thereon coloured red.  
To hold the said quarry unto the Lessee from the  
twenty ninth day of September One thousand nine  
hundred and seven for the term of seven years  
paying unto His Majesty His Heirs and Successors  
therefor the clear yearly rent of Six Pounds such rent  
and the royalty hereinafter reserved to be paid to  
the Deputy Surveyor Queller for the said Forest on  
the twenty ninth day of September in every year  
free from all deductions (except Landlords Property  
Tax) And also paying to His Majesty His Heirs  
and Successors a royalty of Six pence per ton of Two  
thousand two hundred and forty pounds avoirdupois  
on all block or dressed stone and all other stone  
except waste or rubble gotten from the said quarry 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 also paying to His Majesty His Heirs and Successors 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 such royalties to be paid on the said twenty ninth day of September in every year for and in respect of the stone sold used or disposed of during the preceding year And also 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 rent for the fraction of the current year and all royalty accrued up to the day of such reentry Provided that no royalty shall be payable upon so much of the stone sold used or otherwise 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 And the lessee hereby covenants with His Majesty His Heirs and Successors in manner following (that is to say):-

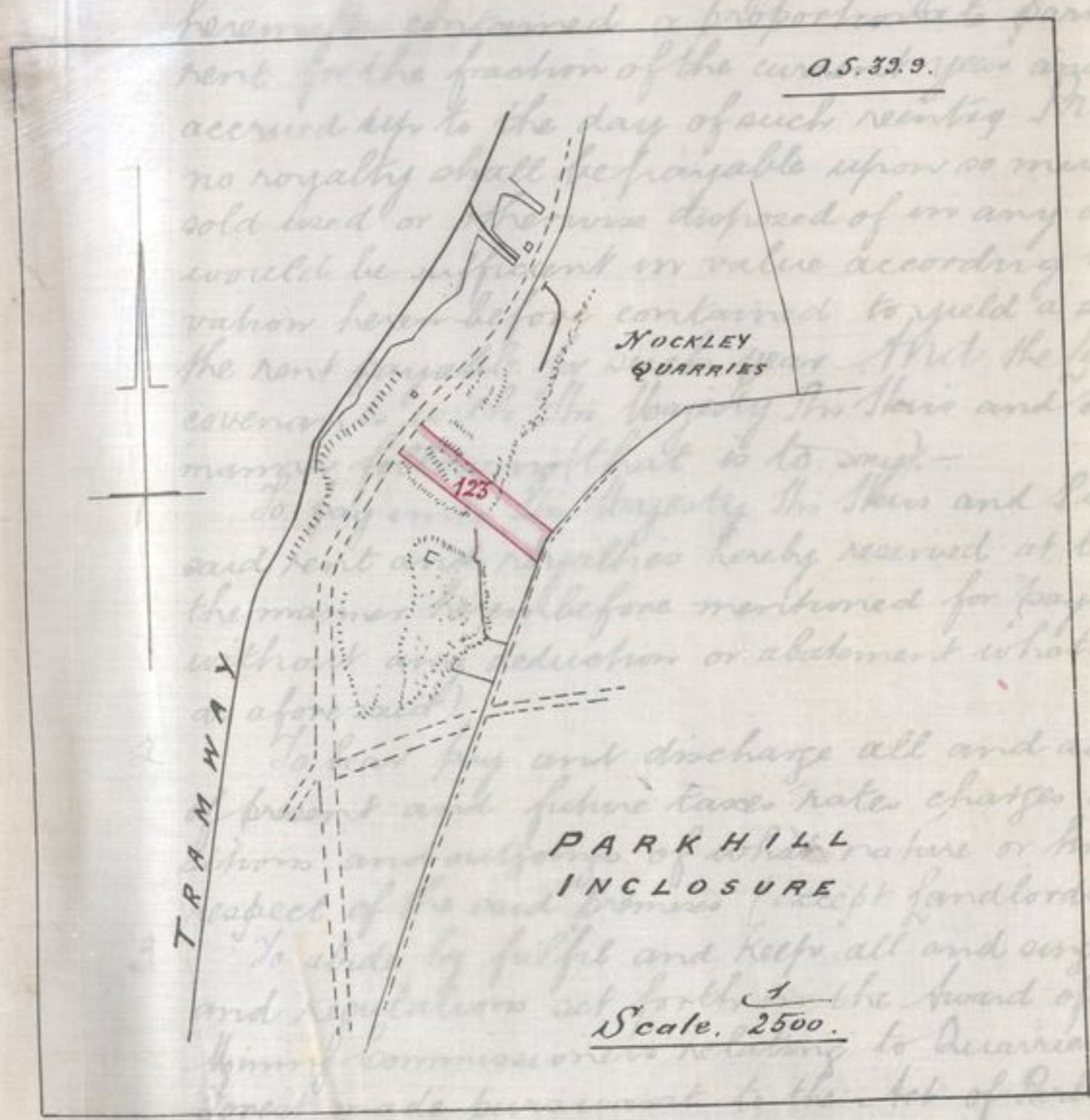
1. To pay unto His Majesty His Heirs and Successors the said rent and royalties hereby reserved at the time and in the manner hereinbefore mentioned for payment thereof without any deduction or abatement whatsoever (except as aforesaid)
2. To bear pay and discharge all and all manner of present and future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

Hereon

1890 L. Deed

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 other stone  
 d quarry and  
 ch block or  
 used or disposed  
 pence for

every fourteen cubic feet of such stone) And also  
 paying to His Majesty, His Heirs and Successors 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 such  
 royalties to be paid on the said twenty ninth day of  
 September in every year for and in respect of the stone  
 sold used or disposed of during the preceding year And  
 also paying in the event of and immediately upon  
 the said



4. Not at any time during the said term to cultivate the  
 said quarry hereby demised or use the same or any part  
 thereof for any purpose whatsoever other than as a  
 stone quarry and not to erect or make any building

Hereon

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

5. To fence round in a proper and substantial manner to the satisfaction of the lessor (the term "lessor" being hereinafter defined) all and singular the pits and openings which shall be made or worked under or by virtue of these presents and to erect and set up within one month from the date hereof and before commencing to work the said Quarry all such boundary stones at each angle of the site of the said Quarry and also all such gates posts pales and other defences around or about the said quarry as shall be necessary or as shall be required by the lessor for the better defining and identifying the said Quarry and for preventing cattle or other animals from trespassing thereon or injuring themselves and at all times during the said term to keep in good and substantial repair such boundary stones gates posts pales and other defences and not during the said term to fell stub cut lop or wilfully destroy spoil or damage any timber or other tree pollard sapling or young stone growing on or near the said premises or any part thereof.

6. To search for and dig forthwith stone from the said Quarry and with at least four good and able bodied quarrymen and workmen to work manage and carry on the said quarry in a fair workmanlike and proper manner to the satisfaction of the lessor and not at any time to commit or suffer within the said quarry any wilful or negligent act whereby the mines and seams of coal and iron thereunder or thereto adjacent and not comprised in this demise may be damaged by or overcharged with water or

whereby the working of any such mine or seam may be impeded or prevented and if at any time any excavation or borings made by the lessee in working the said Quarry shall reach a depth which in the opinion of the Crown's Chief Mineral Inspector may involve a risk of letting water into any such mine or seam and notice thereof shall be given to the lessee or left for him upon the said Quarry then the lessee will immediately cease making any further excavation or boring in such place or places as may be specified in such notice but the fact of any such notice being given or not shall not exonerate the lessee from his liability in respect of any damage occasioned as aforesaid.

7. To permit the lessor and his Agents or servants at all reasonable times to enter and inspect the said Quarry and in case any want of fencing or repair shall be found the lessee will upon notice thereof in writing being given to or left on the said premises for him substantially and properly repair fence and amend the same accordingly within one calendar month next after any such notice shall have been given or left as aforesaid. And in case the lessee shall make default in so doing it shall be lawful for the workmen or others to be employed by the lessor to enter into the said premises and to perform and complete the said fencing and repairs and the lessee will on demand pay to His Majesty His Heirs and Successors all expenses to be incurred thereby and in case of nonpayment thereof or of any part thereof the same or such part thereof as shall not be paid may be recovered as liquidated damages.

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

9. To keep legible books of account with correct entries

of



of the quantities of the stone gotten from the said Quarry and of the persons to or by whom and the times and prices at or for which the same shall be sold used or otherwise disposed of distinguishing in such account the quantities of block or dressed stone and waste or rubble respectively and at all times when required to produce the said account to His Majesty's Agent for the time being and permit him to take extracts therefrom or copies thereof the lessee giving any explanation that may be required in relation thereto.

10. To deliver to the lessor or to His Majesty's said Deputy Gavelor within ten days next after the twenty ninth day of September in each year and at such 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 specifying and distinguishing as aforesaid of the quantity of the stone which during the preceding year and at such other time as shall be required by such notice as aforesaid shall have been gotten and 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 respectively shall have been sold used or otherwise disposed of or if the circumstances shall so require a statement that none of the stone hereby demised has during the preceding year or such other time as aforesaid been gotten and sold used or otherwise disposed of every such account being if required first verified by a Statutory Declaration by the lessee or his chief or only Agent for the time being but within the same periods and at such other time as aforesaid to deliver if required to the lessor a correct plan and measurement signed by the lessee or his chief or only Agent of the actual area of the lands from which the said stone shall have been gotten as

aforesaid and of the workings and cuttings of and in the said quarry distinctly showing the course and extent thereof and also to keep a like plan and measurement at the quarry or works or at the Office belonging thereto and permit the lessor and his Agent at all times to inspect the same.

11. 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.
12. At the end or sooner determination of the said term hereby granted to yield and deliver up to the lessor the quiet and peaceable possession of the quarry in such order and condition as shall be satisfactory to the lessor.
13. Provided always and it is hereby agreed that it shall be lawful for the lessor or the lessee to determine the term hereby granted at the expiration of the first or any subsequent year thereof or giving notice in writing of such purpose to the other of them at least six calendar months before the expiration of such first or other subsequent year of the said term and if such notice shall proceed from the lessor the same may be delivered or sent by post to the lessee at his usual or last known place of residence or business and if the said notice shall proceed from the lessee the same may be sent by post to or left at the Office in London for the time being of the Commissioners of Woods.
14. Provided always that if the rent or royalty hereby reserved or any part thereof shall be in arrear for twenty days or if there shall be a breach of any of the covenants conditions or agreements in these presents contained or in any of the said rules and regulations annexed to the Award of the said Dean Forest Mining Commissioners heretofore mentioned which on the part of the lessee are or ought to be observed or performed or if the lessee or any company being assignees of these presents shall be wound up except for purposes

of

of reconstruction or if a Receiver in Bankruptcy of his Estate shall be appointed or a receiving Order made against him or if any Company formed for working the stone hereby demised shall be wound up or if the Lessee shall either voluntarily or involuntarily do or suffer any act or thing whereby or in consequence whereof his interest in the premises hereby demised shall without such consent as aforesaid become vested in any person whomsoever except by bequest or by representation then and in any of such cases it shall be lawful for the lessor into or upon the said demised premises or any part thereof in the name of the whole to reenter and the same premises to have again as in his former estate and in case of any such reentry there shall be payable by the lessee to the King's Majesty His Heirs and Successors in addition to any rent or royalty then due a proportionate part of the accruing rent and royalty for the then current year up to the day on which shall have been made.

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

16. 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 Chas. E. Howlett.  
Office of Woods,  
London S.W.

Edward Stafford Howard. (L.S.)

Signed sealed and delivered by  
the above named Ralph Martin  
in the presence of  
George Harris.  
Victoria Road,  
Coleford Glo.  
Coal Merchant.

Ralph Martin (L.S.)

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

G. F. Hancock.  
Assistant Keeper of the Records.

26<sup>th</sup> November 1907.

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File 4057.

Dated.  
28<sup>th</sup> November  
1907.

New Forest.

E. Stafford  
Howard Esq  
C.B. & A.Commissioner  
of His Majesty's  
Woods &c.and  
M<sup>rs</sup> La SerrièreMemorandum  
of an  
Agreement  
for permission  
to keep up and  
repair the  
fences of  
Notherwood  
Enclosure.

Memorandum of an Agreement made this twenty eighth day of November One thousand nine hundred and seven Between Jeanie de Sales la Terrière Wife of Frank Lewis de Sales la Terrière of Notherwood House Lyndhurst in the County of Southampton late a Captain in His Majesty's Army of the one part and Edward Stafford Howard Esquire C.B. the Commissioner of His Majesty's Woods Forests and Land Revenues in charge of the Royal New Forest on behalf of His Majesty of the other part

Whereas the said Jeanie de Sales la Terrière occupies a messuage in the New Forest called Notherwood House the Garden Grounds or Offices of which adjoin to Notherwood Enclosure in the said Forest on part of which enclosure a lodge was built some time since and whereas the said Enclosure in addition to serving other uses which are of importance to the interest of His Majesty is also of importance for permission to the enjoyment of the said residence of the said Jeanie de Sales la Terrière and it hath been agreed between the said Edward Stafford Howard as such Commissioner in charge as aforesaid and the said Jeanie de Sales la Terrière in manner hereinafter written Now these presents witness that by the said Edward Stafford Howard as such Commissioner as aforesaid Both hereby on behalf of His Majesty grant unto the said Jeanie de Sales la Terrière her heirs executors and administrators license and permission to maintain and keep up the fence of the said Enclosure called Notherwood and also to maintain and use the said lodge on the said Enclosure Provided nevertheless that notwithstanding anything herein contained it shall be lawful for the said Edward Stafford Howard or other the Commissioner or Commissioners of Woods for the time being in charge of the said Royal New Forest (hereinafter referred to as "the Commissioner") at any

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time hereafter and at his or their sole will and pleasure and  
 without giving any notice to the said Jeanie de Sales la Terriere  
 to throw open the said Enclosure and to remove the present  
 or any future fence thereof and also to take down and remove  
 the said Lodge. And the said Jeanie de Sales la Terriere doth  
 hereby covenant with His Majesty His Heirs and Successors  
 that during the continuance of this license she will pay to  
 His Majesty His Heirs and Successors the yearly rent of One  
 Pound by equal half yearly payments on the fifth day of  
 January and the fifth day of July in each year the first  
 half yearly payment to be made on the fifth day of  
 January One thousand nine hundred and eight and to be  
 paid to the Deputy Surveyor for the time being of the said  
 Forest free from all deductions whatsoever And also  
 that she the said Jeanie de Sales la Terriere will during  
 the continuance of this license at her own expense in all  
 things maintain and keep the fence of the said  
 Northwood Enclosure in repair to the satisfaction of  
 the Commissioners And also that when and so soon as  
 the said Enclosure shall be thrown open she the said  
 Jeanie de Sales la Terriere her heirs executors administrators  
 or assigns will surrender and give up to His Majesty His Heirs  
 or Successors the site of the said Lodge so erected as aforesaid  
 on receiving notice from the Commissioners so to do  
 Provided always that the said Jeanie de Sales la Terriere  
 her heirs executors administrators and assigns shall  
 be at liberty within twenty eight days after the receipt  
 of such notice to take down and remove the said Lodge  
 and if required by the Commissioners so to do shall level  
 and restore the site thereof to the satisfaction in all  
 things of the Commissioners And it is hereby  
 Agreed that on such removal and restoration by  
 the said Jeanie de Sales la Terriere as aforesaid and on  
 such site being so given up it shall be lawful for the  
 said Jeanie de Sales la Terriere her heirs executors  
 administrators or assigns to appropriate for her and their  
 own use the materials of the said Lodge And lastly  
 it is hereby expressly agreed that nothing herein

contained

contained shall give to the said Jeanie de Sales La Terrière any right or authority to keep the said Enclosure forced or enclosed except at the sole will and pleasure of the Commissioners nor shall anything herein contained in anywise be taken to prejudice the existing right of His Majesty His Heirs or Successors to the acts of the said Judge And the said Edward Stafford Howard doth hereby direct that this Instrument of Agreement shall be deemed to be fully and sufficiently entolled 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 have hereunto set their hands and seals the day and year first above written.

Signed sealed and delivered  
by the above named Jeanie  
de Sales La Terrière in the  
presence of } Jeanie de Sales La Terrière (L.S.)  
Mary Smith, Spinster  
Wetherwood, Lyndhurst.  
Lady's maid.

Signed sealed and delivered  
by the above named Edward  
Stafford Howard in the presence } E. Stafford Howard (L.S.)  
of Chas. E. Howlett.  
Offree of Woods,  
London W.5.

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.

George J. Mottis  
Assistant Keeper of the Records

5<sup>th</sup> December  
1907.

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ales la Terrière (L.S)

rd Howard (L.S)

Deed has been  
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te or filed by me.

Records.

I, Vernon Francis Leese. Deputy Surveyor for the time  
being of the Royal Forest of Dean in the County of  
Gloucester Do hereby in pursuance of the within  
mentioned Resolution of the fifteenth day of February  
One thousand nine hundred and four signify my  
consent to become a Trustee of the Parkend Institute  
jointly with the within named Edward Stafford  
Howard and the Reverend Daniel Josiah Banham  
and Do hereby agree and declare that I will hold the  
property and effects of the said Institute jointly  
with the above named Edward Stafford Howard  
and Daniel Josiah Banham upon the trusts  
and subject to the provisions and conditions  
set forth in the within written Declaration of  
Trust.

Dean Forest.

Parkend Institute.

Declaration  
by Vernon Francis  
Leese signifying his  
acceptance of joint  
Trusteeship.

Dated  
18<sup>th</sup> November 1907.

As In witness my hand and seal this  
Eighteenth day of November One thousand nine  
hundred and seven.

Witness to the signature  
of Vernon Francis Leese.  
William Morris  
Worcester Sodge  
Coleford.  
(Clerk)

Vernon Francis Leese. (L.S)

Copy  
For entry of Declaration of Trust dated 2<sup>nd</sup> May 1907  
See File 1259.

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