

Schedule

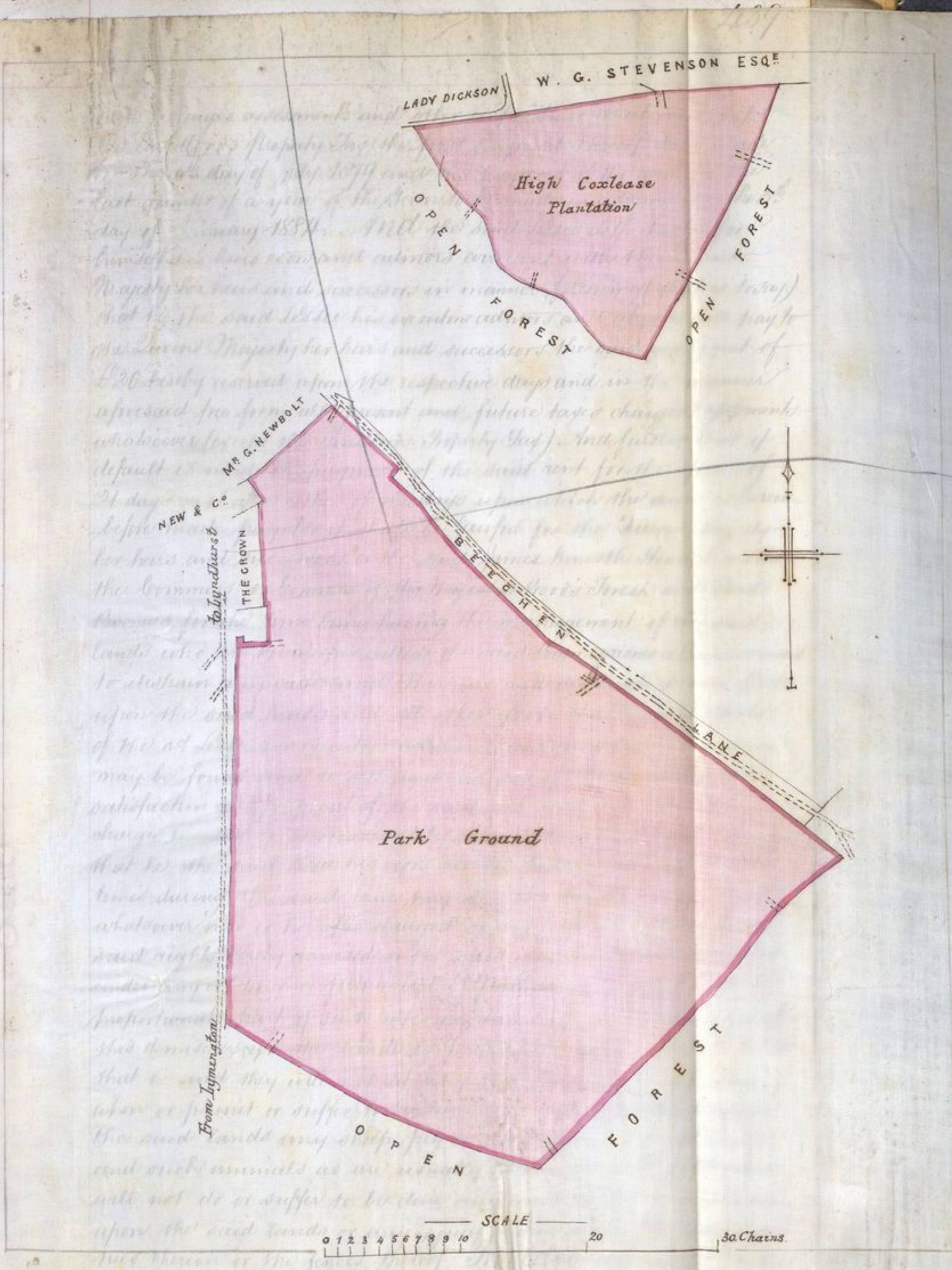
This Indenture made the 26th day
 Dated 26th of July 1879 Between The Queens Most
 July 1879 — Excellent Majesty of the 1st part J^{nc}
 Honorable James Kenneth Howard
 County of the Commissioner of Her Majesty's Woods, Forests & Land Revenues
 Hants in charge of certain parts of the Land Revenues of the Crown
 (including amongst other parts thereof the land and heredit-
 The Honble heremiaser mentioned) on behalf of Her Majesty of the 2nd part
 J. K. Howard and William George Stevenson of Forlease near
 a town of Lyndhurst in the County of Hants Esq^r heremiaser called the
 Her Majesty's said Lessee of the 3rd part Witnesseth that in consideration
 Woods &c of the rents and covenants hereinafter contained on the part of the
 to said Lessee to be paid and performed the said James Kenneth
 W^m George Howard as such Commissioner as aforesaid and in exercise
 Stevenson of the powers of an Act of Parliament of the 10th year of the
 Esq^r reign of King George the 4th Chapter 50 and of an Act
 of the 14th and 15th years of the reign of Her present Majesty
 Lease of Chapter 42 and of all other powers & authorities enabling
 lizing & Right him so to do and with the consent of the Commissioners
 of Sporting over of Her Majesty's Treasury signified by their Warrant dated the
 Land in the 17th day of April 1879 D^{oth} on behalf of Her Majesty demise
 New Forest. and lease unto the said Lessee his executors admors and assigns
 All that the right and privilege of feeding off with
 Commencing horses and neat cattle only the grass of and upon All those two
 5th April 1879 parcels of land belonging to Her Majesty containing respectively
 Term of } 5 33. 3. 7 and 156. 3. 25 or thereabouts situate within the
 Years } New Forest in the County of Hants and known respectively as
 1884 High box lease and Park grounds. And also the exclusive
 5th April } right of sporting fowling and shooting within and over the
 Rent £20 same land which said land is delineated and colored Pink
 per annum. on the plan in the margin of these presents To have and
 to hold the said premises hereby demised unto the said Lessee
 his executors admors and assigns from the 5th day of April 1879
 for the term of 5 years Paying therefor unto The Queens Majesty
 her heirs and successors during the said term the clear yearly
 rent of £20. by equal quarterly payments on the 5th day of
 July the 10th day of October the 5th day of January and the 5th
 day of April in every year the said rent to be paid unto the
 hands of Her Majesty's Receiver for the time being of the rents and
 profits of the said premises free from all present and future

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taxes, charges, assessments and other impositions whatsoever except
 the Landlord's Property Tax the first payment thereof to be made
 on the 5th day of July 1879 and the payment of the rent for the
 last quarter of a year of the term to be made in advance on the 5th
 day of January 1884. AND the said Lessee doth hereby for
 himself, his heirs executors and admors covenant with the Queen's
 Majesty her heirs and successors in manner following (that is to say)
 that he the said Lessee his executors admors and assigns will pay to
 the Queen's Majesty her heirs and successors the said yearly rent of
 £20 hereby reserved upon the respective days and in the manner
 aforesaid free from all present and future taxes charges & assessments
 whatsoever (except the Landlord's Property Tax). And further that if
 default is made in payment of the said rent for the space of
 21 days next after either of the days upon which the same is herein-
 before made payable it shall be lawful for the Queen's Majesty
 her heirs and successors or the said James Kenneth Howard or other
 the Commiss^r or Commrs of Her Majesty's Woods Forests and Land
 Revenues for the time being having the management of the said
 lands who are hereinafter called the said Commissioner or Commissioners
 to distrain any cattle and other live and dead stock and effects
 upon the said lands and all other goods chattels and effects
 of the said Lessee his executors admors or assigns wherever the same
 may be found and to sell and dispose of the same towards
 satisfaction and payment of the said rent and all other costs and
 charges incident to or occasioned by such distress and sale. And also
 that he the said Lessee his executors admors or assigns will at all
 times during the said term pay all rates taxes and assessments
 whatsoever now or hereafter charged or imposed in respect of the
 said rights hereby demised or the said rent hereby reserved either
 under any existing or future Act of Parliament Together with a
 proportionate part of such rates and taxes up to the expiration of
 this demise except the Landlord's Property or Income Tax. And also
 that he and they will not at any time turnpits or depasture
 upon or permit or suffer to be turned into or depastured upon
 the said lands any sheep pig or other animal except horses
 and such animals as are usually known as neat cattle and
 will not do or suffer to be done any waste spoil or destruction
 upon the said lands or any injury or damage to the hedges or
 trees thereon or the fences thereof Provided always. And it
 is hereby agreed and declared that it shall be lawful for the

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Queens Majesty her heirs and successors or the said Commissioner
 or Commiss^{rs} or her his or their officers grantees agents and
 servants to enter upon the said lands hereinbefore described at any
 time or times during the continuance of this demise with or without
 horses carts and other things necessary to inspect the state of and
 also to cut and stack or carry away the timber or other trees fern
 or other produce except grass growing or being thereon doing as little
 damage as may be to the grass. And also (by way of covenant
 that he the said Lessee his execs admors or assigns will on
 the expiration or other sooner determination of the said term
 hereby granted yield up to the Queens Majesty her heirs and
 successors or to the said Commissioner or Commiss^{rs} possession
 of the said lands in a clear and good state and condition and
 will leave a fair and reasonable stock of game on the same
 lands And also will from time to time during the said term
 kill and destroy and effectually keep down the hares and rabbits
 in and upon the said lands hereinbefore described so as to
 prevent the number of them ^{from} increasing or impeding the good
 management of the s^d land or injuring the crops trees shrubs
 and fences thereon And in case the s^d Lessee his executors
 admors or assigns shall neglect or omit so to do or if at
 any time the number of hares and rabbits shall appear
 to the said Commiss^{rs} or Commis^{rs} to render it expedient for
 him or them so to do it shall be lawful for the said
 Comm^r or Comm^{rs} at his or their discretion after giving to
 the said Lessee his execs admors or assigns or leaving for him
 or them at his or their usual or last known place or places
 of residence in England seven days notice in writing for
 that purpose to appoint any person or persons to take such
 steps as he or they shall think fit for killing and reducing
 the said hares and rabbits to such number as shall in
 the opinion of the said Commissioner or Commissioners be
 consistent with the good management of the said land and
 all the costs and expenses incurred thereby together with the
 amount of all damage occasioned by such neglect or omission
 shall on an account thereof in writing being delivered to or left
 for the said Lessee his execs admors or assigns as aforesaid be
 borne and paid by him or them And further that he the said
 Lessee his execs admors or assigns will not during the said term
 commit or suffer any damage or injury to be done to any lands

trees fences or crops of Her Majesty or of Her Tenants in the exercise
 of the rights hereby granted and in case of any damage or injury being
 done to the said lands trees fences or crops then he the said Lessee his
 executors admors or assigns will make full compensation & recompense
 to Her Majesty her heirs and successors for all such damage or injury
 as aforesaid the amount of which compensation and recompense shall
 in case of difference be settled and determined by the Deputy
 Surveyor of the said Forest And also that he the said Lessee his
 executors or admors will not assign or underlet the said rights and
 privileges hereby demised or any part thereof or part with the
 possession of these presents without the previous license and consent
 in writing of the said Commissioner or Commissioners. And
 further that he the said Lessee his executors admors or assigns
 will at his or their costs and charges procure every Assignment
 which may with such License as aforesaid be made of these presents
 or of the premises hereby demised or any part thereof and all
 Probates of Wills and Letters of Administration affecting this Lease
 to be within 6 calendar months from the dates thereof respectively
 enrolled in the Office of Land Revenue Records and Inrolments and a
 Minute or Docket thereof entered in the Office of the said Commissioner
 or Comm^{rs}. Provided And these presents are upon this express
 condition nevertheless that if the said yearly rent hereby reserved or
 any part thereof shall be unpaid for the space of 21 days next
 after either of the said days hereinbefore appointed for the payment
 thereof or in case the said Lessee his executors admors or assigns
 shall not observe and perform the several covenants agreements
 and conditions herein contained and which on his or their part ought
 to be observed and performed or in case the said Lessee shall either
 voluntary or involuntary do or suffer to be done any act matter or
 thing whereby or in consequence whereof this present Lease or the
 estate or interest of the said Lessee his executors admors or assigns
 in the premises hereby demised shall become vested in any person
 or persons whomsoever except by bequest or by representation as
 executor or admors without such License as aforesaid then and in
 any of the said cases it shall be lawful for the said Commis^{rs}
 or Commissioners or behalf of Her Majesty her heirs and successors to
 enter into and upon and retain possession of the said lands and
 thereupon these presents shall cease determine and be absolutely void
 as fully and effectually in all respects as if these presents had not
 been made but without prejudice to any right of action which may

then have accrued to the Queens Majesty her heirs or successors for arrears of rent or breach of any covenant. And further that no acceptance of rent after any such right of reentry has accrued shall be deemed to be a waiver of such right. And the said Jath Kenneth 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 2nd and 3rd parts have hereunto set their hands and seals the day and year first above written.

James K. Howard — W. G. Stevenson.
Signed Sealed and Delivered by the within named James Kenneth Howard in the presence of

J Russell Souray
Office of Woods &c.
Whitehall Place

Signed Sealed and Delivered by the within named William George Stevenson in the presence of

John H. Dixon
Lyndhurst, Hawks
Clerk to the Deputy Surveyor
of the New Forest &c.

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

30 July 1879

St G. Stewart
Keeper of the Records.

See rule

This Indenture

made the 26th day of July 1879

Dated 26th July 1879

Between Her Majesty of the 1st part The Honorable James Kenneth Howard the Commissioner of Her Majesty's Woods

County of Hants

Forests and Land Revenues in charge of certain parts of the Land Revenues of the Crown (including among others the lands and hereditaments hereinafter described) on behalf of Her Majesty of the 2nd part and Henry Smith

The Honble Wright

of Parkhill near Lyndhurst in the County of Hants Esquire J. K. Howard hereinafter called the 1st Lessee of the 3rd part Witnesseth that in

a Commr of Her Majesty's Woods &c

consideration of the rents and covenants hereinafter reserved and contained on the part of the said Lessee to be paid and performed The said James Kenneth Howard as such Commissioner as aforesaid and in exercise of

the powers of an Act of Parliament of the 10th year of the reign of Henry Smith King George the 4th chapter 50 and of an Act of the 14th and 15th years of the reign of Her present Majesty Chapter 112 and of all

other powers and authorities enabling him so to do and with the consent of the Commissioners of Her Majesty's Treasury signified by their Warrant dated the 11th day of April 1879 DOth on behalf of Her Majesty demise and lease unto the said Lessee his executors

Lease of 5th April 1879

and assigns of the land in the New Forest containing respectively 192.3.29 and 40.3.33 or thereabouts situate within the New Forest in the County of Hants and known respectively as Pond Head and Ironhill. And also the exclusive right of sporting fowling and shooting within and over the same land which said land is delineated and colored Pink

if sporting over New Forest

horses and neat cattle only the grass of and upon all these two parcels of land belonging to Her Majesty containing respectively 192.3.29 and 40.3.33 or thereabouts situate within the New Forest in the County of Hants and known respectively as Pond Head and Ironhill. And

Commencing 5th April 1879

also the exclusive right of sporting fowling and shooting within and over the same land which said land is delineated and colored Pink

Term of 5 Years

on the Plan in the margin of these presents To have and to hold the said premises hereby demised unto the said Lessee his executors

Expires 5th April 1884

and assigns from the 5th day of April 1879 for the term of 5 years PAYING therefor unto the Queen's Majesty her heirs

Rent £15 per annum

and successors during the said term the clear yearly rent of £15 by equal quarterly payments on the 5th day of July the 10th day of Oct. the 5th day of January and the 5th day of April in every year the said rent to be paid into the hands of Her Majesty's Receiver for the time being of the rents and profits of the said premises free from all present and future taxes charges assessments and other impositions whatsoever except the Landlord's Property Tax the first payment thereof to be made on the 5th day of July 1879 and the payment of the rent for the last quarter of a year of the term to be made in advance on the 5th day of January 1884 And the said Lessee doth hereby for

192.3.29

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ceptors that no deed shall be deemed a duplicate of the keeper whereof parts and year son James

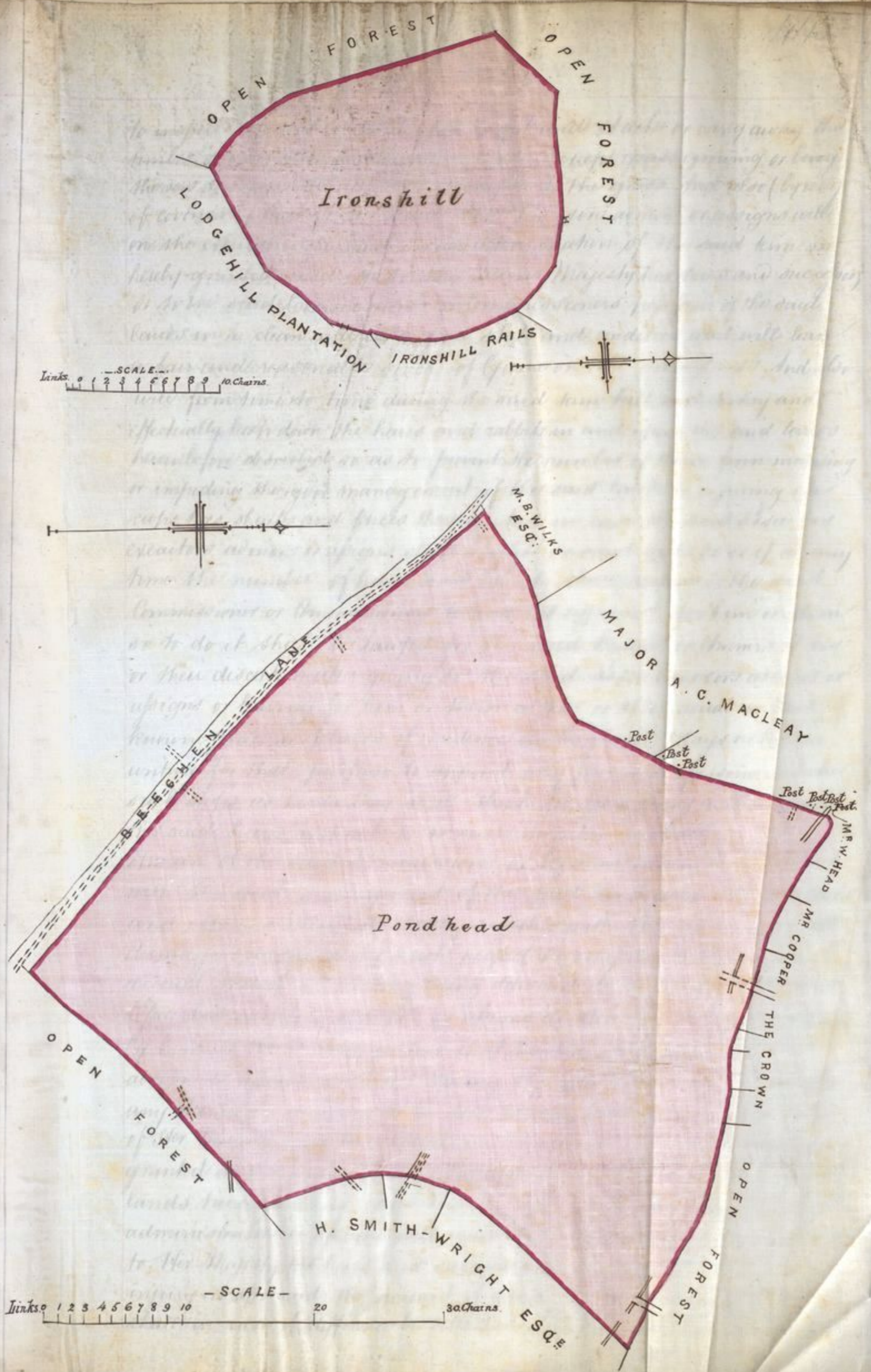
William

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himself his heirs executors and admors covenant with the Queens
 Majesty her heirs and successors in manner following (that is to
 say) that he the said Lessee his executors admors and assigns will
 pay to the Queens Majesty her heirs and successors the said yearly
 rent of £15 hereby reserved upon the respective days and in the
 manner aforesaid free from all present and future taxes charged
 and assessments whatsoever (except the Landlords Property Tax). And
 further that if default is made in payment of the said rent for the
 space of 21 days next after either of the days upon which the
 same is hereinbefore made payable it shall be lawful for the Queens
 Majesty her heirs and successors or the said James Kenneth Howard
 or other the Commissioner or Commissioners of Her Majesty's Woods
 Forests and Land Revenues for the time being having the management
 of the said land who are hereinafter called the said Commissioner
 or Commissioners to distrain any cattle and other live and dead
 stock and effects upon the said land and all other goods chattels
 and effects of the said Lessee his executors admors or assigns wherever
 the same may be found and to sell and dispose of the same
 towards satisfaction and payment of the said rent and all
 other costs and charges incident to or occasioned by such distress
 and sale. And also that he the said Lessee his executors admors
 or assigns will at all times during the said term pay all taxes
 rates and assessments whatsoever now or hereafter charged or imposed
 in respect of the said rights hereby demised or the said rent
 hereby reserved either under any existing or future Act of Parliament
 together with a proportionate part of such rates and taxes up to
 the expiration of this demise except the Landlords Property or Income
 Tax. And also that he and they will not at any time turn
 into or depasture upon or permit or suffer to be turned into or
 depastured upon the said lands any sheep pig or any other
 animal except horses and such animals as are usually known
 as neat cattle and will not do or suffer to be done any waste or
 spoil or destruction upon the said lands or any injury or damage
 to the hedges or trees thereon or the fences thereof. **Provided**
always And it is hereby agreed and declared that it shall be
 lawful for the Queens Majesty her heirs and successors or the said
 Commissioner or Commissioners or her his or their officers grantees
 agents and servants to enter upon the said land hereinbefore or
 described at any time or times during the continuance of this
 demise with or without horses carts and other things necessary

to inspect the state of and also to cut and stack or carry away the timber or other trees fern or other produce except grass growing or being thereon doing as little damage as may be to the grass And also (by way of covenant) that he the said Lessee his executors admors or assigns will on the expiration or other sooner determination of the said term so hereby granted yield up to the Queens Majesty her heirs and successors or to the said Commissioner or Commissioners possession of the said lands in a clean and in a good state and condition and will leave a fair and reasonable stock of game on the same lands. And also will from time to time during the said term kill and destroy and effectually keep down the hares and rabbits in and upon the said lands hereinafore described so as to prevent the number of them from increasing or impeding the good management of the said lands or injuring the crops trees shrubs and fences thereon. And in case the said Lessee his executors admors or assigns shall neglect or omit so to do or if at any time the number of hares and rabbits shall appear to the said Commissioner or Commissioners to render it expedient for him or them so to do it shall be lawful for the said Commr or Commrs at his or their discretion after giving to the said Lessee his executors admors or assigns or leaving for him or them at his or their usual or last known place or places of residence in England 7 days notice in writing for that purpose to appoint any person or persons to take such steps as he or they shall think fit for killing and reducing the said hares and rabbits to such number as shall in the opinion of the said Commissioner or Commissioners be consistent with the good management of the said land and all the costs and expenses incurred thereby together with the amount of all damage occasioned by such neglect or omission shall on an account thereof in writing being delivered to or left for the said Lessee his executors admors or assigns as aforesaid be borne and paid by him or them. And further that he the said Lessee his executors admors or assigns will not during the said term commit or suffer any damage or injury to be done to any lands trees fences or crops of Her Majesty or of Her Tenants in the exercise of the rights hereby granted and in case of any damage or injury being done to the said lands trees fences or crops then he the said Lessee his executors administrators or assigns will make full compensation & recompense to Her Majesty her heirs and successors for all such damage or injury as aforesaid the amount of which compensation and recompense shall in case of difference be settled and determined by the Deputy

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Surveyor of the said Forest And also that he the said Lessee
 his executors or admors will not assign or underlet the said
 rights and privileges hereby demised or any part thereof or part
 with the possession of these presents without the previous license
 and consent in writing of the said Commissioner or Commissioners
 And further that he the said Lessee his executors admors or assigns
 will at his or their costs and charges procure every Assignment which
 may with such license as aforesaid be made of these presents
 or of the premises hereby demised or any part thereof and all
 Probates of Wills & Letters of Admors affecting this lease to be within
 6 calendar months from the dates thereof respectively enrolled
 in the Office of Land Revenue Records & Involments and a Minute
 or docket thereof entered in the Office of the sd Comma or Commrs
 Provided And these presents are upon this express condition
 nevertheless that if the said yearly rent hereby reserved or any
 part thereof shall be unpaid for the space of 21 days next
 after either of the said days herebefore appointed for the
 payment thereof or in case the said Lessee his executors admors
 or assigns shall not observe and perform the several covenants
 agreements and conditions herein contained and which on
 his or their part ought to be observed and performed or in case
 the said Lessee shall either voluntarily or involuntarily do or
 suffer to be done any act matter or thing whereby or in consequence
 whereof this present lease or the estate or interest of the said
 Lessee his executors admors or assigns in the premises hereby
 demised shall become vested in any person or persons
 whomsoever except by bequest or by representation as Executor
 or Administrator with such license as aforesaid then and in
 any of the said cases it shall be lawful for the said Commt.
 or Commrs on behalf of Her Majesty her heirs and successors to
 enter into and upon and retain possession of the said land and
 thereupon these presents shall cease determine and be absolutely
 void as fully and effectually in all respects as if the same had
 not been made but without prejudice to any right of action
 which may then have accrued to the Queens Majesty her heirs or
 successors for arrears of rent or breach of any covenant And
 further that no acceptance of rent after any such right of
 reentry has accrued shall be deemed to be a waiver of such
 right And the said James Kenneth 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 2nd and 3rd parts have hereunto set their hands and seals the day and year first above written

James K. Howard H. Smith H. Wright
Signed Sealed and Delivered by the within named James
Kenneth Howard in the presence of
Russell Bouray
Office of Woods &c.
Whitehall Place.

Signed Sealed and Delivered by the within named Henry
Smith Wright in the presence of

John H. Dixon
Lyndhurst, Hants
Clerk to the Deputy Surveyor
of the New Forest &c.

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
30th July 1879

H. G. Hewlett
Keeper of the Records.

Schedule

This Indenture

Dated 6th Aug^t
1879

Dean Forest

The Hon^{ble}
J. K. Howard
the Comm^r in
charge of Dean
Forest

to

M^r Edward
Foyall

Lease of the right
to dig fire clay
from under all
those parts of the
seams or beds
belonging to the
Foyhole Colliery
extend under open
waste land of the
Forest of Dean.
Commencing 25
December 1878

Term
granted
years } 21

Expires } 1899
25 Dec^r

Rent £7.0.0
per ann^o } 1/2^{lb}
of the price or value
of all raw clay &
1/2^{lb} of the price or
value of all bricks
or other manufact^r
products.

made the 6th
day of August 1879 Between Her Queens Most
Excellent Majesty of the 1st part The Hon^{ble}
James Kenneth Howard the Commissioner of
Her Majestys Woods Forests and Land Revenues to whom the
management and direction of certain parts of the Land Revenues
of the Crown including (amongst other parts thereof) the heredit^s
hereinafter described together with the duties and powers appertaining
thereto have been assigned by order under the hand of the Comm^r
of Her Majesty's Treasury of the 2nd part and Edward
Foyall of Rock House Cinderford in the County of Gloucester
Colliery Proprietor of the 3rd part Whereas the said Edward
Foyall is the Registered Owner of a certain Gale or Colliery in
the said Forest of Dean in the County of Gloucester called or
known as The Foyhole Colliery and he hath applied to and
requested the said James Kenneth Howard as such Commis^r
as aforesaid to grant him a renewal of a certain License to
dig and get clay from under all those parts of the seams or
beds of coal included in the grant of the said Gale or Colliery
which lie directly under any open or waste land of the said Forest
which said Gale is situate at Worrall Hill 100 yards on the
South side of the Turnpike Road leading from Coleford to
Lydbrook and on the South side of William Coopers Patch
with which application the said James Kenneth Howard as
such Commissioner as aforesaid hath agreed to comply upon
the terms and conditions hereinafter expressed. Now this
Indenture witnesseth that in pursuance
of the said Agreement and in consideration of the yearly
rent duties or royalties hereinafter reserved and of the covenants
conditions and restrictions hereinafter contained and on the part of
the said Edward Foyall his heirs executors admors and assigns to
be paid observed performed and kept The said James Kenneth
Howard as such Commissioner as aforesaid by virtue and in exercise
of the powers vested in him vested in and by certain Acts of
Parliament passed in a Session held in the first and second years
of the reign of Her present Majesty Chap^r 43 and in another
Session held in the 11th and 15th years of the reign of Her present
Majesty Chapter 42 and in the 24th and 25th years of the reign of
Her Majesty Chapter 40 or some or one of them and of all other powers
in him vested or in anywise enabling him so to do DOETH by these

1879

presents for and on behalf of the Queens Majesty (grant and Demise) The
 right power privilege & authority unto the said Edward Foyall his heirs
 executors administrators and assigns at his and their expense during the term hereby
 granted to dig and get any fire clay which in working the said Colliery
 may be found under those parts of the seams or beds of coal included
 in the said lease or Colliery called or known as "The Foxhole Colliery"
 as lie directly under any open or waste land of the said Forest such
 clay to be gotten by through or by means of the pit or pits and to
 be sunk for the purpose of working and getting the coal from out of
 or under such waste land as aforesaid as is comprised within the limits
 of the said lease or Colliery To hold use exercise and enjoy the said
 right power privilege and authority hereby granted unto the said
 Edward Foyall his executors administrators and assigns from the 25th day of Decr
 1878 for the term of 21 years *Paying* thereof during the said term
 unto the Queens Majesty her heirs and successors the clear yearly rent
 or sum of £2 0 0 to be paid half yearly on the 24th day of June
 and the 25th day of December in every year by equal payments free
 and clear of land tax and of all other taxes rates charges and
 assessments whatsoever which now are or at any time hereafter during
 the said term shall be imposed upon or in respect of the said premises
 the first half yearly payment thereof to begin and be made on the
 24th day of June 1879 And also *Paying* unto the Queens
 Majesty her heirs and successors for and in respect of all clay which
 in the terms of this grant shall be dug or gotten from under the
 said premises during the said term hereby granted over and above
 the said yearly rent hereinbefore reserved such further rents or duties
 royalties or sums of money as hereinafter mentioned viz^t for and in
 respect of all clay which shall be raised dug or gotten from under
 the said premises and shall be sold or used in its raw or
 unmanufactured state such a rent duty royalty or sum of money
 as shall be equal to one full twelfth part in value of all such
 raw or unmanufactured clay (the value of such clay when sold to be
 accounted for according to the price or prices for which the same
 shall actually be sold) And for and in respect of all clay which
 shall be raised dug or gotten from under the said premises and shall
 be converted into bricks or other manufactured articles or products such
 a rent duty royalty or sum of money as shall be equal to one full
 fifteenth part in value of all such bricks or other manufactured
 articles or products (the value of all such bricks or other manufactured
 articles or products when sold to be accounted for according to the

price or prices for which the same shall actually be sold) such last mentioned unto or duties royalties or sums of money to be paid half yearly on the 24th day of June and the 25th day of December in every year free from any deduction as aforesaid in manner following that is to say on each of such half yearly days of payment such a sum or sums of money as shall be equal to one twelfth part in value of all such raw or unmanufactured clay one fiftieth part in value of all such bricks or other manufactured articles or products as shall respectively be so sold during the preceding half year. And the said Edward Forall doth hereby for himself his heirs executors and assigns covenant with the Queens Majesty her heirs and successors in manner following (that is to say) that he the said Edward Forall his heirs executors and assigns shall and will from time to time during the said term hereby granted well and truly pay or cause to be paid unto the Queens Majesty her heirs and successors the said yearly rent duties or royalties sum or sums of money heretofore respectively reserved and made payable as aforesaid upon the respective days and times and in the manner and proportions heretofore appointed for payment thereof respectively free and clear of all and all manner of rates taxes charges and assessments whatsoever. And also that if default shall be made for the space of 21 days in payment of the aforesaid yearly rent duties royalties or sums of money or any of them or any of these or any part thereof Then and so often it shall and may be lawful to and for the Queens Majesty her heirs and successors or the said James Kenneth Howard or other the Commissioner or Commissioners or other Officer for the time being of Her Majestys Woods Forests and Land Revenues having the management and direction of the premises or for her his or their Agent or Agents from time to time to seize and distrain all or any machinery engines implements utensils horses carts carriages or other live or dead stock and all the clay and other things of every sort kind or description which shall be remaining at upon in or about the aforesaid premises or any part thereof and the same to impound sell and dispose of for and towards the satisfaction and payment of all such rents ^{duties} royalties or sums of money of which such default shall be made in payment as aforesaid and also of all costs and charges incident to or which may be occasioned by such distress or distresses in the like and in as full

and ample manner and form as any rent whatsoever can or may be recovered by Law **Provided always** that nothing hereinbefore contained shall be construed or is intended in any manner to abridge alter or take away any legal remedy whatsoever by distress or otherwise which Her Majesty or Her Officers aforesaid might otherwise have had or exercised for the recovery of the said rents and duties or sums of money or any of them And also that he the said Edward Foyall his heirs executors and assigns shall and will from time to time and during the said term hereby granted bear pay and discharge the Land Tax (if any) and all other Taxes rates tithes charges payments assessments impositions and outgoings of what nature or kind soever in respect of the premises hereby demised and every part thereof And also shall and will keep fair and legible books of account with true regular and exact entries of the quantity of clay which shall be raised dug or gotten from under the said premises under or by virtue of these presents and of the person or persons to whom and of the time and price at and for which such clay as well in its raw or unmanufactured state as when converted or manufactured into bricks or other manufactured articles or products shall be sold and as regards all clay and bricks or other manufactured articles or products which may be used by the said Edward Foyall his executors admors or assigns for his or their own purposes the same shall be considered and accounted for as sold and the prices thereof shall be regulated by the prices at which similar clay and bricks or other articles are or shall have been sold in the neighbourhood at the time of the same respectively being so used as aforesaid And shall and will at all times whenever required so to do produce and shew such Books of Account to Her Majesty's agent or agents for the time being and to other the person or persons who may from time to time be authorized or appointed by the said James Kenneth Howard or other the Commissioner or Commissioners or other Officer for the time being as aforesaid to inspect or examine the same and permit and suffer him and them to take any extracts therefrom or copies thereof and shall give any explanations which may be required in relation thereto And also shall and will within 10 days next after the expiration of each year during the said term hereby granted and also at such other time or times during the said term as the said James Kenneth Howard or other the Commissioner or Commissioners or other Officer for the time being as aforesaid shall by notice in writing under his or their hand or hands require the same and also within 10 days next

after the expiration of the said term deliver into the Office of
 the said James Kenneth Howard or other the Commissioner or
 Commissioners or other Officer for the time being as aforesaid or
 to other the person or persons who shall be authorized by him
 or them to receive the same a true and fair account in
 writing of all the clay which during the preceding year and
 during such time as shall be required by such notice aforesaid
 shall have been raised dug or gotten under the said premises
 and of the person or persons to whom and of the times and
 prices at and for which such clay as well in its raw or
 unmanufactured state as when converted or manufactured into
 bricks or other manufactured articles or products shall be sold
 such account being from time to time first reviewed by a
 declaration in writing under the hand or hands of the said
 Edward Fozall his heirs executors admors or assigns and will
 pay the usual and accustomed fees charged on the passing
 of accounts of the like nature without any deduction or
 allowance being made to him or them for the same And
 also that it shall be lawful for the Queens Majesty her heirs
 and successors and also for the said James Kenneth
 Howard or other the Commissioner or Commissioners or other
 Officer for the time being as aforesaid or the Deputy Surveyor
 or Deputy Gaveler for the time being of the said Forest with
 or by their workmen agents or servants from time to time
 and at all times during the said term to enter into
 and upon the said Sale or Colliery or any part thereof for
 the purpose of viewing and examining the state and condition
 of the working of the said Clay And also that he the said
 Edward Fozall his heirs executors admors and assigns shall not
 nor will at any time or times during the said term hereby
 granted in the exercise of the powers heretofore contained
 commit any unnecessary damage spoil or waste in or upon the
 aforesaid premises or any part thereof nor do or permit or
 suffer to be done any damage spoil or injury to any of the
 inclosures wood timber or other trees lands property or persons
 of Her Majesty within the said Forest of Dean And also that
 he the said Edward Fozall his heirs executors and admors
 shall not nor will at any time or times transfer or assign over
 grant or underlet or otherwise part with to any person or persons
 whomsoever the works matters and things liberties authorities

privileges and premises hereby granted respectively or any of them or
 any part thereof for the whole or any part of the term hereby granted
 without the consent and approbation in writing of the Queens Majesty
 her heirs or successors or of the said James Kenneth Howard or other the
 Commissioner or Commissioners or other Officer for the time being as
 aforesaid or behalf of Her Majesty for that purpose first had and obtained
 And also that he the said Edward Foyall his heirs executors admors or
 assigns shall and will at his and their own expense cause and procure
 all and every Assignment and Assignments which with the consent and
 approbation aforesaid shall or may at any time hereafter be made of
 these presents or of the right hereby granted or any part thereof and
 all Wills and Letters of Admon affecting the same within 2 calendar
 months from the respective dates thereof insoll'd in the said Office
 of Land Revenue Records and Involments and Minutes or Doquets
 thereof respectively to be entered in the Office of the said Commis^r
 for the time being of Her Majestys Woods Forests and Land Revenues
Provided always And these presents are granted upon this
 express condition that the right power privilege and authority hereby
 granted shall during the term hereby granted enuse only to the benefit
 of the person or persons for the time being entitled to the said
 Foyhole Gale or Colliery so that the right of working the said clay
 and the right of working the said Gale or Colliery shall always be
 vested in the same person or persons and so that in case the s^d
 Gale or Colliery shall be relinquished or given up forfeited or
 surrendered or the grant of the same shall be otherwise determined
 or put an end to before the expiration of the s^d term of 21 years
 hereby granted this grant and the term hereby granted shall
 thereupon absolutely cease and be void **Provided lastly**
 that if it shall happen that the aforesaid yearly rent duties or
 royalties or sums of money or any of them or any part thereof shall
 not be duly accounted for or shall be behind or unpaid for the
 space of 30 days next over or after any of the days or Termes resp^{tly}
 whereon the same ought to be paid according to the true intent
 and meaning of these presents Or in case the said Edward Foyall his
 heirs executors admors and assigns shall not well and effectually observe
 perform and keep all and every the covenants conditions & agreements
 hereinbefore contained Then and in any of the said cases it shall
 and may be lawful for the Queens Majesty her heirs or successors
 or for the said James Kenneth Howard or other the Commissioner or
 Commissioners or other Officer for the time being as aforesaid on behalf

of the Queens Majesty her heirs and successors to reenter into and upon all and singular the said premises hereinbefore described or any part thereof in the name of the whole and thenceforth to repose and enjoy the same together with all engines tools machinery and other working gear and other matters and things then or being on the said premises or gotten therefrom as fully and effectually to all intents and purposes as if these presents had never been made and thereupon the license and Authority hereby granted shall absolutely cease. AND the said James Kenneth Howard as such Commissioner as aforesaid 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 of 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 2nd and third parts have hereunto set their hands and seals the day and year first above written.

James K. Howard - Edward Foxall
Signed Sealed and Delivered by the within named James Kenneth Howard in the presence of

Mussell Souray
Office of Woods &
Whitehall Place

Signed Sealed and Delivered by the within named Edward Foxall in the presence of

A. St. Maule

Sol^r Neunham
Gloucestershire

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

H. G. Hewlett
Keeper of the Records

7th Aug^r 1879

Schedule

This Indenture

made the twenty third day of August 1879

Dated 23rd August 1879

Dean Forest

Between The Queens Most Excellent Majesty of the 1st part The Honourable James Kenneth Howard

The Hon^{ble} J. K. Howard a Comm^r of H. M. Woods &c.

the Commissioner of Her Majesty's Woods Forests and Land Revenues to whom the management and direction of the Royal Forest of Dean with the duties and powers appertaining thereto have been duly assigned under the Act 11th and 15th Victoria Chapter 42 Section 5 of the 2nd part and James Wood Sully of Bridgewater in the County of Somerset Colliery Proprietor of the 3rd part Whereas the said James Wood Sully is the Registered Owner of a certain Gale or Colliery in the said Forest of Dean called or known as The Parkend Colliery and as such Registered Owner lately applied to the said James

— To —
Ja^s Wood Sully, Esq;

Kenneth Howard as such Commissioner as aforesaid (in whom the powers given to the Commissioners for the time being of Her Majesty's Woods Forests Land Revenues Works and Buildings by the Act 1st and 2nd Victoria Chapter 43 are now vested) to grant to him a Lease of the several pieces or parcels of land part of the 5000

Lease of several pieces of Waste Land at or near Parkend in the Township of West Dean in the Forest of Dean to be held in earnest

and as such Registered Owner lately applied to the said James Kenneth Howard as such Commissioner as aforesaid (in whom the powers given to the Commissioners for the time being of Her Majesty's Woods Forests Land Revenues Works and Buildings by the Act 1st and 2nd Victoria Chapter 43 are now vested) to grant to him a Lease of the several pieces or parcels of land part of the 5000

uninclosed waste land of the said Forest hereinafter more particularly described for the purposes hereinafter mentioned. And whereas the said James Kenneth Howard as such Commissioner as aforesaid hath agreed to grant such Lease to the said James Wood Sully for such term at such rent upon such conditions and subject to such covenants and restrictions as are hereinafter reserved and contained

uninclosed waste land of the said Forest hereinafter more particularly described for the purposes hereinafter mentioned. And whereas the said James Kenneth Howard as such Commissioner as aforesaid hath agreed to grant such Lease to the said James Wood Sully for such term at such rent upon such conditions and subject to such covenants and restrictions as are hereinafter reserved and contained

Now this Indenture witnesseth that in consideration of the premises The said James Kenneth Howard as such Commissioner as aforesaid by virtue of every power enabling him to do so

uninclosed waste land of the said Forest hereinafter more particularly described for the purposes hereinafter mentioned. And whereas the said James Kenneth Howard as such Commissioner as aforesaid hath agreed to grant such Lease to the said James Wood Sully for such term at such rent upon such conditions and subject to such covenants and restrictions as are hereinafter reserved and contained

do so by these presents demise and lease unto the said James Wood Sully his executors admors and assigns

Firstly All those 5 several pieces or parcels of land situate lying and being at or near the Parkend local Works and a place called Eastlemain at or near to Parkend in the Township of West Dean in the County of Gloucester containing together by recent admeasurement 38 perches and numbered respectively 1. 2. 3. 4 and 5 on the Plan No^d 1 annexed hereto and thereon colored Red Secondly All those two pieces or parcels of land situate lying and being at Parkend aforesaid near to the Severn & Wye Railway there and also containing together by recent admeasurement 38 perches and No^d respectively 6 and 7 on the Plan No^d 2 annexed hereto and thereon colored Red which said

24 June 1878 Term granted } 14 years Expires } 24 June 1892

do so by these presents demise and lease unto the said James Wood Sully his executors admors and assigns

Rent £3. per annum

do so by these presents demise and lease unto the said James Wood Sully his executors admors and assigns

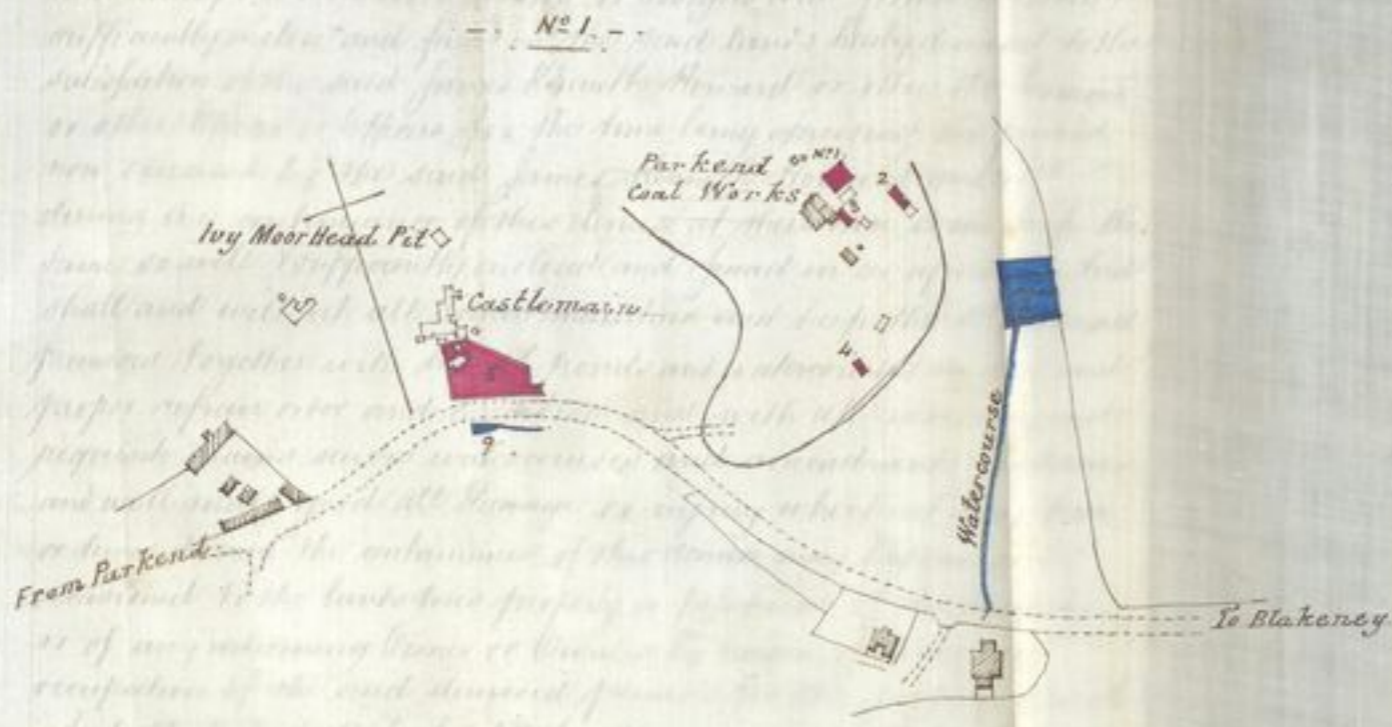
33
78
111

do so by these presents demise and lease unto the said James Wood Sully his executors admors and assigns

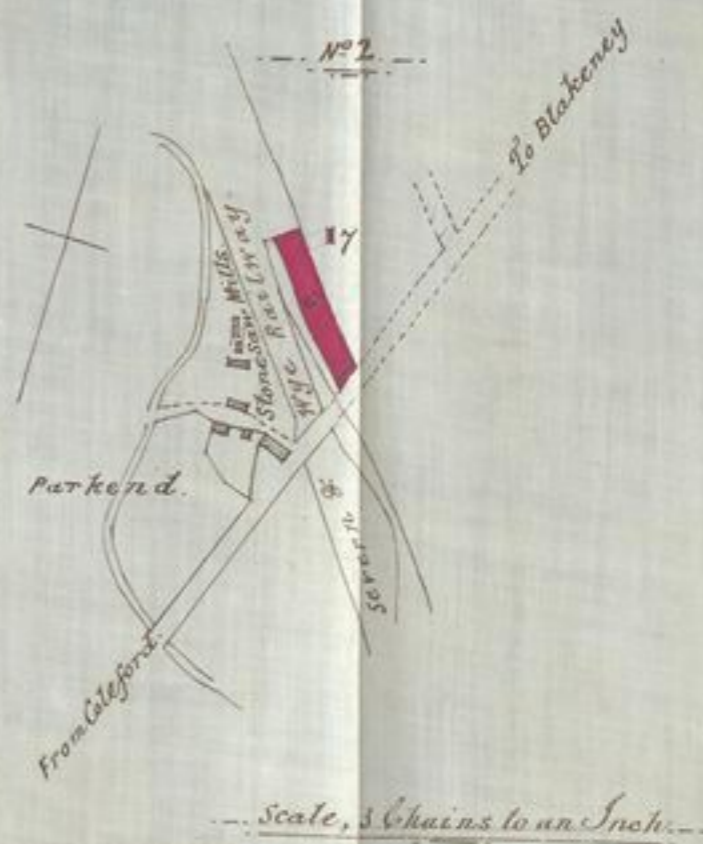
several pieces of land are part of the uninclosed waste land
 of the said Forest and are more particularly described in the
 said Plans ~~no more~~ annexed hereto and shown colored Red
 Except and reserving out of this demise all mines minerals Stone
 and Substancs within or under the said lands together with all
 rights powers and authorities incident or having reference to the said
 excepted premises Together with full power license & authority
 unto the said James Wood Sully his executors admors & assigns
 subject nevertheless & without prejudice to all such rights as may
 now lawfully exist or may hereafter be granted in or over the
 same to make maintain and use the two several ponds N^o 8
 respectively 8 and 9 on the said plan N^o 1 and the watercourses
 leading into or out of the same as indicated and shown by Blue
 colour on the said Plan N^o 1 for the better and more
 conveniently working of the said Gale or Colliery but for no
 other purpose To have and to hold the s^d several
 pieces of land and the licenses authorities or priviledges
 subject as aforesaid hereby respectively granted unto the said
 James Wood Sully his executors admors and assigns Subject
 nevertheless to the provisions of the Act of Parliament 1st and
 2nd Victoria Chapter 43 for the term of 14 years from the
 24 day of June 1878 and determinable nevertheless as hereinafter
 mentioned for the purpose of erecting or containing on the s^d
 lands or on some part thereof two engine houses and boiler
 stacks a stable and shed a weighing machine siding and
 cabin and such other erections buildings and machinery as
 may be required for the purposes of the said Parkend Gale
 or Colliery to be held and used in connection therewith and for
 the more convenient working of the same and for no other
 purpose whatsoever **Yielding and Paying** therefor
 yearly and every year during the said term unto the Queen's
 Majesty her heirs and successors the rent or sum of £3. of
 lawful money of Great Britain to be paid half yearly on
 the 24th day of June and the 25th day of December in every
 year ^{by equal payments} without any deduction for Land Tax or any other present
 or future tax or sewer or other rates charges assessments or impositions
 whatsoever the first two payments of such rent to begin and
 be made on the 24th day of June 1879 AND the said
 James Wood Sully doth hereby for himself his heirs executors
 and admors and assigns covenant with the Queens Majesty

her heirs and successors that he the said James Wood Sully his executors
 admors or assigns will during the continuance of this demise pay unto
 the Queen's Majesty her heirs and successors the said yearly rent of
 £3 on the days herebefore appointed for payment thereof without any
 deduction or abatement whatsoever. And also will pay the Land Tax
 and all other taxes sewers and other rates charges assessments and
 impositions whatsoever which now are or at any time during the
 said term may be taxed assessed or imposed upon the said demised
 premises or any part thereof. And also that he the said James
 Wood Sully his heirs executors admors or assigns will forthwith well &
 sufficiently enclose and fence in the said lands hereby demised to the
 satisfaction of the said James Kenneth Howard or other the Commr
 or other Officer or Officers for the time being exercising the powers
 now exercised by the said James Kenneth Howard and will
 during the continuance of this demise at their own costs keep the
 same so well & sufficiently enclosed and fenced in as aforesaid. And
 shall and will at all times maintain and keep the sd demised
 premises together with the sd ponds and watercourses in good and
 proper repair order and condition and with all necessary and
 requisite drains sewers watercourses and amendments whatsoever
 and will make good all damage or injury which at any time
 or times during the continuance of this demise may happen or be
 occasioned to the lands trees property or possessions of Her Majesty
 or of any adjoining Owner or Owners by reason of the use or
 occupation of the said demised premises for the purposes aforesd.
 And that it shall be lawful for the said James Kenneth Howard
 or other the Commissioner or other Officer or Officers aforesaid or the
 Deputy Surveyor or Deputy Staveler for the time being of the said
 Forest with or by their workmen servants or agents from time to
 time and at all times during the continuance of this demise
 to enter into and upon the said demised premises for the
 purpose of viewing and examining the state and condition thereof.
 And the said James Wood Sully doth hereby for himself his heirs
 executors admors and assigns further covenant with the Queen's
 Majesty her heirs and successors that he the said James Wood
 Sully his executors admors or assigns or any other person or persons
 will not at any time during the continuance of this demise without
 the consent in writing of the said James Kenneth Howard as such
 Commissioner as aforesaid or other the Commissioner or other Officer or
 Officers aforesaid for that purpose first had and obtained erect

her heirs and successors that he the said James Wood Sully his executors
admirers or assigns will during the continuance of this demise pay unto
the Queen Majesty her heirs and successors the said yearly rent of
£800 the said James Wood Sully appointed for payment thereof without any



Scale, 3 Chains to an Inch.



Scale, 3 Chains to an Inch.

Majesty her heirs and successors that he the said James Wood
Sully his executors admirs or assigns or any other person or persons
will not at any time during the continuance of this demise without
the consent in writing of the said James Kenneth Howard as such
Commissioner as aforesaid or other the Commissioners or other Officer or
Officers aforesaid for that purpose first had and obtained erect

build or set up or permit or suffer to be erected built or set
 up upon the said piece or parcel of land hereby demised or any
 part of the same any house building or machinery whatsoever
 other than and except such as are hereby expressly sanctioned
 or authorized to be made erected or set up nor use or occupy or
 permit or suffer the said demised premises or any part thereof
 to be used or occupied otherwise than for the purposes of
 and in connexion with the said Gale or Leolliery and for
 the more convenient working of the same and in strict
 conformity with (so far as the same may be applicable thereto)
 the rules orders and regulations of the Dean Forest Mining
 Commissioners made for the working of gales pits levels and
 works of coal or coal mines in the s^t. Forest of Dean and
 Hundred of St. Briavels and will not commit or suffer to
 be committed any waste spoil damage or injury to the s^d.
 demised premises or any part thereof or to the enclosures
 lands trees property or possessions of Her Majesty or of any
 adjoining Owner or Owners nor do or suffer to be done any
 act or thing whatsoever which may be or become a nuisance
 annoyance or disturbance to the Queens Majesty her heirs or
 successors or to the owners or occupiers of any contiguous premises
 And also that he the said James Wood Sully his heirs executors
 admors or assigns will at the end or other sooner determination
 of the said term peaceably and quietly leave surrender and
 yield up unto the Queens Majesty her heirs and successors
 or to the said James Kenneth Howard as such Commissioner
 as aforesaid or other the Commissioner or other Officer or Officers
 aforesaid on behalf of Her Majesty or to whom he or they shall
 direct or appoint to receive the same the said demised premises
 in good and proper repair order and condition And also will
 at his and their own costs within 3 calendar months from
 the respective dates thereof cause all Assignments which
 may at any time hereafter be made of these presents or of
 the premises hereby demised to be enrolled in the Office of Land
 Revenue Records and Involments and Minutes or Tocquets &
 thereof respectively to be entered in the Office of the said
 Commissioners of Her Majesty's Woods Forests and Land and
 Revenues **Provided** always And these presents are not
 granted upon this express condition that the said term hereby
 granted shall absolutely cease and determine when the said

Parkend Gale or Colliery shall be relinquished or given up or cease
 to be worked pursuant to the rules orders and regulations of the
 Dean Forest Mining Commissioners made for working Gales Pits Levels
 and Works of Coal or Coal Mines within the said Forest Hundred
 or the grant of the said Gale or Work shall be otherwise determined
 Provided lastly and these presents are upon this express condition
 that if the said rent of £3 hereby reserved or any part of the same
 shall be unpaid for 30 days next after either of the days of payment
 on which the same ought to be paid or if the said James Wood Sully
 his executors admors & assigns do not in all things observe perform and
 keep all singular the covenants provisoes condons & restrictions herein
 contained and on his and their parts to be performed & kept according
 to the true intent and meaning of these presents then and from
 thenceforth and in any of such cases it shall be lawful for Her
 Majesty her heirs and successors or the said James Kenneth Howard
 as such Commissioner as aforesaid or other the Commissioner or
 other Officer or Officers aforesaid on behalf of Her Majesty her heirs
 and successors into and upon the said demised premises or
 any part of the same in the name of the whole to reenter
 and the same thenceforth to have again retain repossess & enjoy
 as in her or their former estate and the said James Wood Sully
 his executors admors and assigns and all other occupiers thereof
 therout and from thence to expel put out or amove this present
 Indenture or anything herein contained to the contrary thereof
 notwithstanding And the said James Kenneth Howard doth
 hereby direct that this Deed shall be deemed to be fully & sufficiently
 enrolled by the deposit of a duplicate thereof in the Office of Land
 Revenue Records and Inrolments and the filing or making of an entry
 of such deposit by the Keeper of the said Records & Inrolments In
 witness whereof the said parties to these presents of the 2nd & 3rd parts
 have hereunto set their hands & seals the day & year first above written
 James K Howard James Wood Sully
 Signed Sealed & Delivered by the within named James Kenneth Howard
 in the presence of — Louisa Howard — East Woodhay — Wants —
 Signed Sealed & Delivered by the within named James Wood Sully in the
 presence of Sydney J. Thomas Colliery Manager Parkend, West Dean, Gls.
 I certify that a Duplicate of this Deed has been deposited in the Office
 of Land Revenue Records & Inrolments and an entry thereof made or filed
 by me.
 H. G. Hewlett,
 Keeper of the Records

26 August 1879

460.

License

This Indenture

Dated 23rd
August 1879

made the 23rd
day of August
1879 Between

The Queens Most Excellent Majesty
of the 1st part The Honorable James
Dean Forest Kenneth Howard a Commissioner of Her Majesty's
The Noble Woods Forests and Land Revenue and also Governor of Her Majesty's
Forest of Dean in the County of Gloucester of the 2nd part and
James Wood Sully of Bridge Water in the County
of Somerset Colliery Proprietor of the 3rd part Whereas the
said James Wood Sully is the Registered Owner of a certain Colliery
in the said Forest of Dean (the subject of Award by the Dean
Forest Mining Commissioners) commonly called or known as
'The Parkend Colliery' which said Colliery is bounded or abutted
on the North or North East side thereof by a certain other
Colliery in the said Forest (also the subject of the said
Award) called or known as the New Fancy Colliery of which
the said James Wood Sully is
purpose of raising also the registered owner and between which two several
or bringing to Land coal from be left by the said Award of the said Dean Forest Mining
Commissioners And whereas in or about the year 1858
a pit was sunk upon the said New Fancy Colliery for the
purpose of winning and raising and getting the coal therefrom
And whereas the registered owners of the said two
several Collieries some time since pierced and made a way
through the said Barrier from the said New Fancy Colliery into
the said Parkend Colliery without the consent or authority of
the said James Kenneth Howard as such Commissioner and
Governor as aforesaid for that purpose first had and obtained
And whereas the said James Wood Sully the present
registered Owner of the said two several Collieries has without
the consent or authority of the said James Kenneth Howard been
using the said New Fancy Pit for the purpose of raising or
bringing to Land certain coal which has been gotten from within
the limits of the said Parkend Colliery the said New Fancy
Pit being conveniently situated for that purpose And whereas
the said James Kenneth Howard as such Commissioner and
Governor as aforesaid hath called upon and required the said
James Wood Sully forthwith to accept and take a wayleave license

460. 1879

to use the said New Fancy Pit for the purposes aforesaid or to desist from his unauthorized and unlawful workings. And whereas the said James Wood Sully hath agreed to accept and take such license upon the terms and conditions hereinafter expressed. Now this Indenture witnesseth that in pursuance of the said Agreement and in conson of the premises He the said James Kenneth Howard as such Commissioner and Gaveler as aforesaid by virtue of all powers and authorities in anywise enabling him in this behalf and in so far as he lawfully can or may DOTH hereby give and grant his License and Permission unto the sa James Wood Sully his heirs executors and assigns during the pleasure of the said James Kenneth Howard as such Commissioner and Gaveler as aforesaid to use the said New Fancy Pit so sunk as aforesaid for the purpose of raising or bringing to land any coal that may be gotten by him the sa James Wood Sully his heirs executors and assigns from within or out of the limits of the said Parkend Colliery and for that purpose to pass and repass through the said Barrier so pierced as aforesaid with horses carts carriages engines or other necessary tools machinery and to lay all necessary rails for the purpose through the said barrier on the terms and conditions of his entering into such covenant for the payment of such wayleave royalty of one penny per ton as hereinafter contained and for the observance and performance of such further or other covenants or conditions as are hereinafter expressed. Now this Indenture further witnesseth that in conson of the premises He the said sa James Wood Sully DOTH hereby for himself his heirs executors and assigns Covenant with the Queens Majesty her heirs and successors that he the said James Wood Sully his heirs executors and assigns some or one of them shall and will so long as he or they shall use the License or Permission hereby granted for the purpose of raising or bringing to land any coal from within or out of the limits of the said Parkend Colliery pay to the Queens Majesty her heirs successors over and above and in addition to the royalty or tonnage duty of 2^d per ton now payable to Her Majesty in respect of the said Parkend Colliery a wayleave royalty of 1^d per ton on all such coal as shall from and after the 30th day of June 1858 have been or be gotten from within or out of the limits of the said Parkend Colliery and have been or be raised or brought to land from out or by means of the said New Fancy Pit such wayleave royalty of 1^d per ton to be paid and accounted for to Her Majesty upon the 30th day of June

the 23rd August
 Between
 His Majesty's
 and
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and the 31st day of December in every year. And further that he the said James Wood Sully his heirs executors administrators and assigns shall and will keep fair and legible books of account with true regular and exact entries of the weight and quantity of all the coal which shall be gotten from within or out of the limits of the said Parkend Colliery and be raised or brought to land through or out of the said New Fancy Pit and will from time to time and at all times whenever required so to do render to the said Commissioner or to the Gaveller or Deputy Gaveller or to Her Majesty's Receiver for the time being of the said Forest true and correct copies of such Accounts and will at all times when required so to do produce and shew such books of account to the Deputy Gaveller or to Her Majesty's Receiver for the time being of the said Forest and permit or suffer him or them or either of them to take any extracts therefrom or copies thereof and will whenever required so to do give or render any explanation that may be required in relation thereto. And it is hereby expressly declared and agreed that the License or permission hereby granted is granted during the pleasure of the said James Kenneth Howard as such Commissioner Gaveller as aforesaid as hereinbefore expressed and may be revoked or cancelled by the Gaveller or Deputy Gaveller for the time being of the said Forest at any time upon one month's notice in writing to that effect from either of them the said Gaveller or Deputy Gaveller to the said James Wood Sully his heirs executors administrators and assigns. **Provided always** And it is hereby expressly declared and agreed by and between the said parties hereto that nothing herein contained or heretofore done shall in any way authorize or empower the said James Wood Sully his heirs executors administrators or assigns to convey any coal from the said New Fancy Colliery into or through the said Parkend Colliery or to pass or repass through the said Barrier for any other purpose than that hereby expressly authorized or sanctioned but the obligation on the part of the said James Wood Sully his heirs executors administrators and assigns as such registered Owner of the said two several Gales or Collieries as aforesaid to preserve and keep all other barriers of the said two several Collieries whole entire and unbroken according to the true intent and meaning of the said Award and of the Rules and Regulations thereof and of

these presents shall remain continue and be in full force anything heretofore done to the contrary notwithstanding. And the said James Kenneth 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 & 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 2nd and 3rd parts have hereunto set their hands and seals the day and year first above written.

James K. Howard James Wood Sully
Signed Sealed and Delivered by the within named James Kenneth Howard in the presence of

Louisa Howard

East Woodhay

Hants.

Signed Sealed and Delivered by the within named James Wood Sully in the presence of

Sydney J. Thomas

Cellery Manager

Parkend

West Dean, Gto.

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

26th August 1879

J. G. Hewlett

Keeper of the Records.