Dated 7th June 1882

Dean Forest Bilson Colliery & Tormentor & Teazeall Colliery

Sir H. Brougham Loch, K.C.B, the Commiss. in charge & Gaveller of Dean Forest — to — The Bilson & Crumpmeadow Collieries Comp. (Limited) and Mr. Alf. Jas. Russell

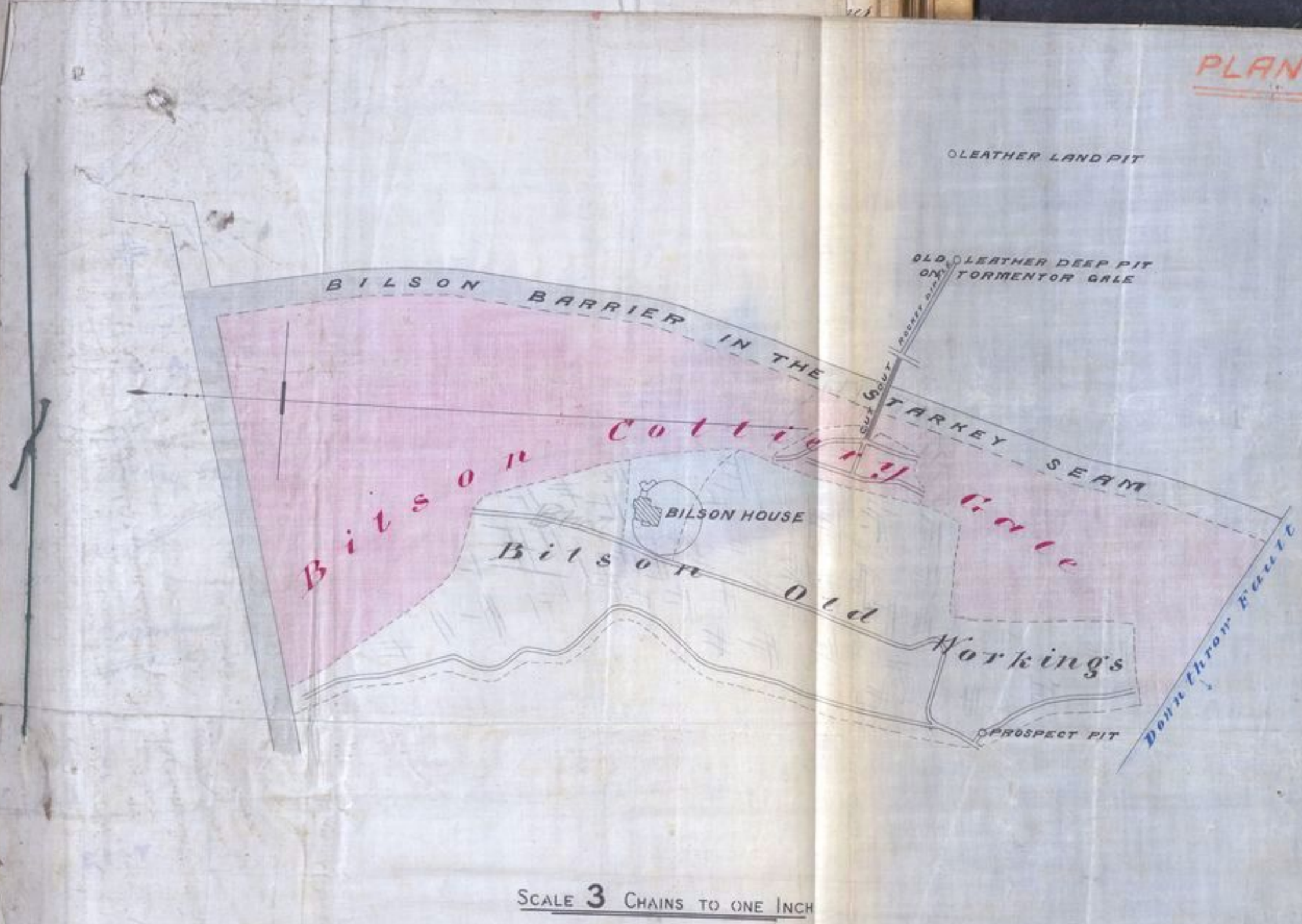
License to remove a certain Barrier or portion of a Barrier of Coal in the Rockey Vein of the Bilson Colliery & the Tormentor & Teazeall Colliery, with liberty to convey certain Coal through the said Tormentor & Teazeall Colliery upon payment of a Wayleave or additional Royalty 7d. per ton

This Indenture made the seventh day of June One thousand eight hundred and eighty two Between Sir Henry Brougham Loch Knight Commander of the Order of the Bath the Commissioner of Her Majesty's Woods Forests and Land Revenues in charge of the Forest of Dean in the County of Gloucester and also the Gaveller of the said Forest of the first part The Bilson and Crumpmeadow Collieries Company (Limited) hereinafter called the said Company of the second part and Alfred James Russell of Bishops Wood House in the Parish of Walford in the County of Hereford Iron Founder of the third part Whereas the said Company are the registered Owners of a certain Gale or Colliery in the said Forest of Dean called or known as The Bilson Colliery which is bounded in part on the land side thereof or far as regards the Rockey Vein of Coal by a certain other Gale or Colliery in the said Forest called or known as the Tormentor and Teazeall Colliery And whereas the said Alfred James Russell is the registered Owner of the said Tormentor and Teazeall Colliery And whereas the said Company have lately sold or assigned or agreed to sell or assign to the said Alfred James Russell the portion of Coal in the Rockey Vein of the said Bilson Colliery abutting upon or adjoining to the said Tormentor and Teazeall Colliery which is indicated and shewn by blue color on the Plan No. 1 hereunto annexed and the portion of Coal in the Starkey Vein of the said Bilson Colliery which is indicated and shewn by red color on the plan No. 2 hereunto annexed and the said Company and the said Alfred James Russell have lately applied to and requested the Commissioner and Gaveller of the said Forest to grant in the first place to the said Company and their assigns his License or permission to remove so much of the Barrier of Coal in the Rockey Vein of the said Bilson Colliery lying between the said Bilson Colliery and the said Tormentor and Teazeall Colliery as is shewn by purple color on the plan No. 1 hereunto annexed and in the second place to grant to the said Company and the said Alfred James Russell as such purchaser or assignee as aforesaid or one of them his license or permission to carry or convey to land through the said Tormentor and Teazeall Colliery or the Pit or Pits belonging thereto all such Coal as may be found in those portions of the Rockey and Starkey Veins of the said Bilson Colliery which are indicated and shewn by Blue and Red colors on the said Plans No. 1 and 2 respectively as well as the Coal to be found and gotten from out of so much of the said Barrier as is hereby intended to be licensed And whereas

the said Sir Henry Brougham Lock as such Commissioner and Gaveller as aforesaid hath agreed to grant such License or Licenses upon the terms and conditions hereinafter expressed And whereas a Notice has been published for three consecutive weeks in the Forester and Dean Forest Guardian Newspapers of the intention to License the removal of the said Barrier in pursuance of the Act of the 24th and 25th Victoria Cap 40. Sect. 24 and no person has claimed to be affected thereby Now this Indenture witnesseth that in pursuance of the said Agreement and in consideration of the premises He the said Sir Henry Brougham Lock as such Commissioner and Gaveller as aforesaid in exercise of the powers or authorities for this purpose given to or vested in him by the said Act of the 24th and 25th Victoria Cap: 40 and of all other powers in anywise enabling him in this behalf Doth by these Presents give and grant unto the said Company and their assigns his license and authority (determinable nevertheless as hereinafter provided) to remove work and dispose of so much of the Barrier of Coal in the Rockey Vein of the said Bilson Colliery lying between the said Bilson Colliery and the said Tormentor and Teazeall Colliery as is indicated and shewn by purple color on the said plan together with full liberty and permission to the said Company by and with the consent and concurrence of the said Alfred James Russell or for the said Alfred James Russell his heirs and assigns by and with the consent and concurrence of the said Company to carry or convey to land through the Pit or Pits of the said Tormentor and Teazeall Gale or Colliery all the Rockey and Starkey Coal indicated and shewn by purple blue and red colors respectively on the said Plans And this Indenture further witnesseth that in further pursuance of the said Agreement and in consideration of the premises they the said Company Do hereby for themselves and their assigns covenant with The Queen's Majesty her heirs and successors that they the said Company and their assigns shall and will well and truly pay or cause to be paid unto The Queen's Majesty her heirs and successors on the thirtieth day of June and the thirty first day of December in every year for or in respect of the Coal which may from time to time be gotten from the said Barrier hereby intended to be licensed to be removed such and the like royalties or tonnage duties as are now payable or may hereafter become payable to Her Majesty for or in respect of the

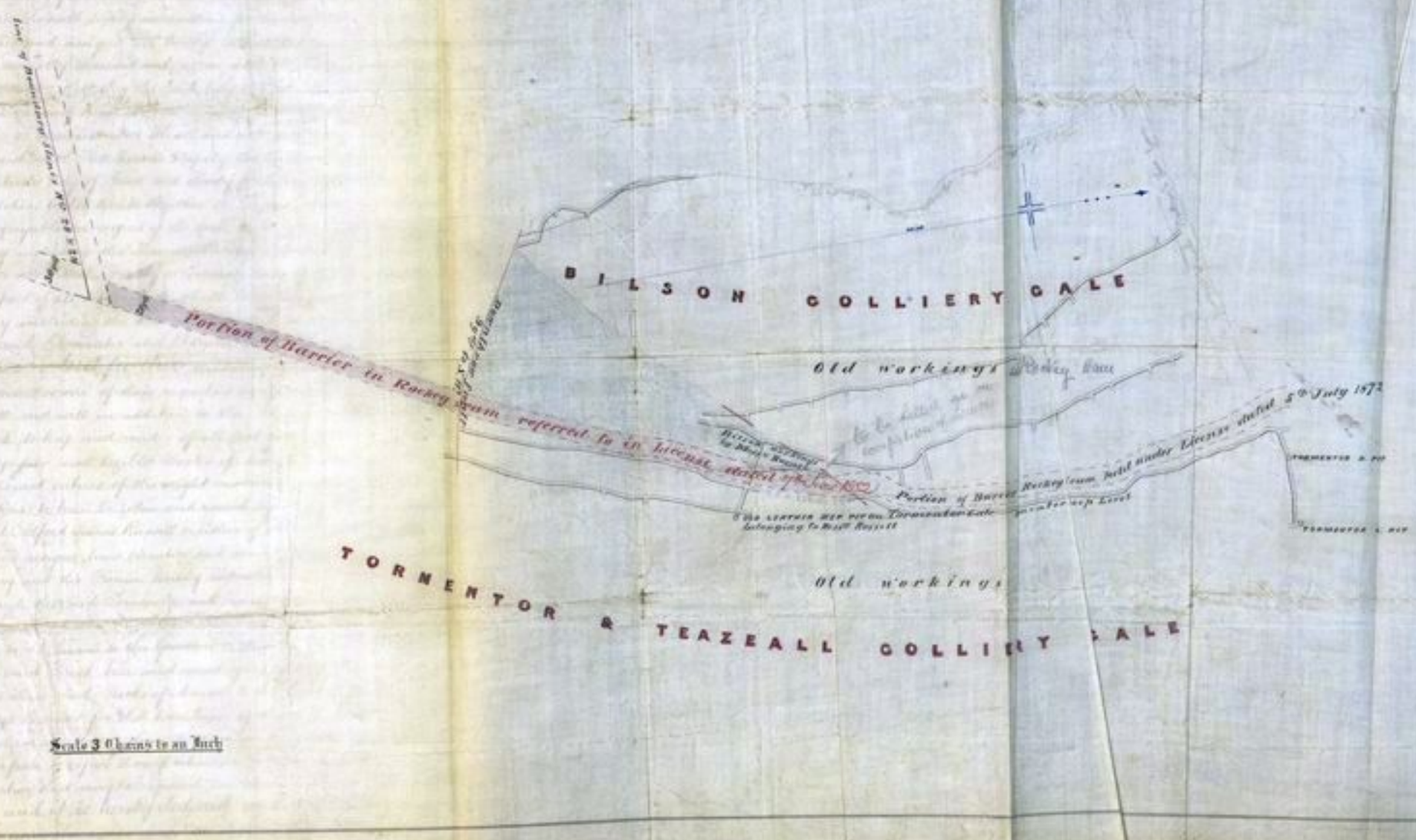
Coal which may from time to time be gotten from the Rockey Vein of the said Bilson Gale or Colliery And the said Company hereby further covenanting for themselves and their assigns and the said Alfred James Russell hereby covenanting for himself and his heirs, executors admors and assigns Do hereby in consideration of the premises jointly and severally covenant and agree with the Queen's Majesty her heirs and successors that they the said Company and the said Alfred James Russell or one of them or some or one of their respective assigns, heirs executors or administrators shall and will well and truly pay or cause to be paid unto The Queen's Majesty her heirs and successors on the said thirtieth day of June and thirty first day of December in every year in addition to the Rents Royalties or Tonnage duties now payable or to become payable in respect of the Coal to be gotten from the said Bilson Colliery including the Barrier hereby intended to be licensed a Wayleave or additional Royalty or Tonnage duty of one penny per ton for or in respect of all Coal which shall be gotten from the said Bilson Colliery including the Barrier aforesaid and shall be brought through the said Tormentor and Teazeall Colliery or any Pit or Pits belonging thereto And further that they the said parties or one of them or some or one of their respective assigns heirs executors or admors shall and will in addition to the Accounts which they are now required to keep and render of all Coal gotten from their respective Collieries keep fair and legible Books of Account containing true regular and exact entries of the weight measure or quantity of Coal which shall from time to time be gotten and raised by them the said Company and the said Alfred James Russell or either of them or their or either of their respective assigns heirs executors and admors from out of the said Bilson Colliery and the Barrier hereby intended to be licensed and be brought through the said Tormentor and Teazeall Colliery or any pit or pits belonging thereto and shall and will half yearly or whenever required so to do render to the Gaveller or Deputy Gaveller for the time being of the said Forest true and correct copies of such Accounts and 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 and suffer them or either of them to examine the same and take any extracts therefrom or copies thereof whenever required so to do and give any explanation that may be required in relation thereto Provided always and it is hereby declared and agreed and these Presents are upon the express condition that no Coal shall at any time without the further license in writing of the Gaveller of the said Forest

PLAN 2



SCALE 3 CHAINS TO ONE INCH

Plan 1.



Scale 3 Chains to an Inch

in that behalf be carried or conveyed through the said Tormentor and Teazeall Colliery except Coal gotten and raised from the parts indicated by the said colors purple blue and red respectively on the said plans of the said Bilson Colliery and that no Coal shall at any time be carried ~~through~~ or conveyed (without such further license as aforesaid) through the said Bilson Colliery (including the Barrier part whereof is intended to be hereby licensed) except Coal gotten and raised from the said Bilson Colliery And it is hereby declared that the several provisions conditions and clauses hereinbefore contained shall be deemed to be conditions rules and requeations of each of the said Gales or Collieries namely the Bilson Colliery and The Tormentor and Teazeall Colliery And it is hereby further declared that the license or licenses hereby granted shall be held only during pleasure and may be cancelled or revoked by the Gaveller for the time being of the said Forest of Dean at any time upon three months notice in writing determinable on the thirtieth day of June or the thirty first day of December in any year And the said Sir Henry Brougham Loch doth hereby direct that this deed shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Enrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Enrolments

In witness whereof the said parties to these presents of the 1st & 3rd parts have hereunto set their hands & seals and the said Bilson & Trumpmeadow Collieries Company (Limited) have hereunto affixed their Common Seal the day and year first above written.—

Henry B (L.S.) Loch

Seal of The Bilson & Trumpmeadow Collieries Co.y Limited

Alfred James (L.S.) Russell

Signed sealed and delivered by the within named Sir Henry Brougham Loch in the presence of - J Russell Sowray, Office of Woods &c., Whitehall Place

The Common Seal of the within named Company was hereunto affixed in the presence of

John S. Feast
2 Moorgate St. Bldgs. London E.C.
Secretary to the Bilson & Trumpmeadow Collieries Co. Ld.

Signed sealed and delivered by the within named Alfred James Russell in the presence of

Geo Edw: Francis
Crown Receiver &c. - Coleford

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

H.G. Newlett
Keeper of the Records

8th June 1882.

Highmeadow Estate
Wye Fishery

Original lease entered LB. 15. page 235

Docquet of under lease to Mrs. Miller entered LB 15. pa: 310.

Docquet of an Indenture of Lease dated 4th April 1882 Between James Murray Bannerman of the first part John Miller, Alexander Miller, David Miller, Thomas Miller and James Miller hereinafter called "the lessors" of the second part and Sir Joseph Russell Bailey Bart., John Hotchkis and Robert Lewis Lloyd hereinafter called "the lessees" of the third part Whereby after reciting the Indenture of Lease dated 12th August 1878 made between the said James M. Bannerman of the one part and the said J. Miller, A Miller, W. Miller, T. Miller and I. Miller of the other part It is witnessed that in consideration &c the lessors (with the consent of the said J M Bannerman) did demise unto the Lessees All the right &c of fishing on the south side only of the River Wye from the boundary stone in the said River under Symonds Rock at Coldwell to the point where the lands belonging to Stowfield Farm the property of the Revd T. A. Blake commence. To have and to hold the said fishery from 2nd February 1881 for 10 years and 364 days.

Yielding the yearly rent of £2. 2. 0.

Usual covenants for payment of rent &c – preservation of fishery and fish.

Proviso to determine lease at end of 7 years by either party giving six months notice to the other.

Duly executed by the said J. M. Bannerman and the Lessors.

Enrolled 31st May 1882

New Forest
Proposed new Road near Lyndhurst Station
To T. A Shelton.
Permission to form road

17th June 1882

No. 12. in Rental
p. 210

833.

Office of Woods &c., S.W.
17th June 1882

Sir,

New Forest

Mr. Lascelles, the Deputy Surveyor of the New Forest, having reported to me that you have made application for permission to construct a new road over the Crown's waste land near Lyndhurst Road Station, I have to state that subject to your returning the within form of letter within a fortnight undertaking to pay an annual acknowledgment of One pound, and to keep the proposed road in repair I do hereby grant you permission to make a road as shewn by a yellow colour on the enclosed tracing.

Such permission to be during pleasure and to be conditional on the payment on the 25th March in each year of an acknowledgment of One pound, and the keeping of the road in repair to the satisfaction of the Forest Officers.

I am, Sir
Your obedient Servant
Henry B Loch

T. A Shelton Esqre

New Forest
Proposed new Road nr. Lyndhurst Station
T. A Shelton
Undertaking to pay an acknowledgment of £1 on 25 March in every year during continuance of permission and that road shall be properly made & maintained (833)

20 June 1882

N-833

20th June 1882

Sir,

In conformity with your letter to me of the 17th June 1882 I hereby agree to pay to the Crown an acknowledgment of One pound on the 25th March in every year during which the permission continues, for permission (during pleasure) to make and use a road near Lyndhurst Station as shewn by yellow colour on the tracing which accompanied your said letter.

And I undertake that the said road shall be properly made and maintained in good order and repair to the satisfaction of the Forest Officers of the Crown and all damage to Crown property caused by the making and using of the said road shall be made good by me.

The said acknowledgment of One pound to be paid on the 25th March in each year to the Deputy Surveyor of the New Forest so long as such permission endures.

I am Sir,
Your obedient Servant
Thomas Alfred Shelton

To,
Sir Henry B Loch, K.C.B.

New Forest
Proposed new Road near Lyndhurst Station
To J. A. Shelton.
Permission to form road

17th June 1882

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Land required for Road
A. R. P.
0 . 1 . 5

Sheet LXIV. 15

Dean Forest
Coke burning
S. Baldwin
If the 5/- remitted on 24th ult. has been received & applying for one perch of land to be held in connection with Old Fire Engine Gate

rec. 16 Sep. 1880

Office of Woods 16 Sept. 80 received

Nailbridge
Mitcheldean
Gloucestershire
Sept. 1880

To your Honour.

Dear Sir,

As I have done Coke burning I sent the 5 shillings.- I had no answer whether you received it or not.- Sir, I want a perch of ground at a little less to put a shelter for the men to change their wet clothes when they come out of the Pit as close to the top of the Pit railings I will pay acknowledgment till I can get my work open to erect machinery.- I could not open the work for water.- I have been obliged to buy coals for all my Coke burning.- I must commence at the Pit at once or I shall be flooded out when the bad weather sets in.- Last Winter the men had to walk over 3/4 of a mile wet & their clothes stiff with ice on their backs. I shall not be able to get men to work if I cannot get some place for them to change in.- I cannot tell till I have opened this work at the Pit I am opening what Coal is there whether I shall want my machinery there or further on, I want to prove this first as the wet has broken in.-

Answer by return would oblige

To your Honour
Mr. Howard

Yours truly
Saml. Baldwin

Dean Forest
Old Fire Engine Gate. Land with.
S. Baldwin
Will be authorized to use land on payment of 2/6.

23 Sept. 1880

1472

Office of Woods, &c. S.W.
23rd Sept. 1880

Sir,

Dean Forest

With further reference to your application received on the 16th inst. for a piece of land near the Pit on the Old Fire Engine Gate whereon to erect a shelter for the men employed at the pit, I am directed by Mr Howard to inform you that on payment of 2/6 to the Crown Receiver, Mr. Francis, within a week from this date he will authorize you to use one perch of land shewn by red colour on the enclosed tracing for the purpose of erecting thereon a shelter for the men employed at the Old Fire Engine Colliery.

The authority will be for one year from the 29th inst. and if at the expiration of that time you wish for an extension of the authority it will have to be applied for.

I am, Sir,
Your obedient Servant
J Russell Lowry

Mr. Samuel Baldwin
Nailbridge. Mitcheldean

Dean Forest
Coke burning
S. Baldwin
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Answer by return would oblige

To your Honour
Mr. Howard

Yours truly
Saml. Baldwin

Dean Forest
XXXI. 7

1172

Office of Woods, &c. S.W.
23rd Sept. 1880

...on received on the 16th inst. ...Fire Engine Gate whereon to ...pit, I am directed by ...of 2/6 to the Crown Receiver, ...will authorize you to use ...closed tracing for the purpose ...ed at the Old Fire Engine

...the 29th inst. and if at the ...of the authority it will

...dient Servant
Russell Sowray

Mr. Samuel Baldwin
Nailbridge. Mitcheldean

Dean Forest
Speech House - Pump
J W Bryce
To send undertaking to pay interest on cost of Pump.

7th Sepr. 1880.

1398.

Office of Woods, &c. S.W.
7th September 1880

Sir,

Dean Forest

Sir James Campbell, the Deputy Surveyor of Dean Forest, has transmitted to Mr Howard your application for the Crown to execute the necessary works in sinking a Pump to supply Water to the Speech House which works are estimated to cost £54 . 10 . 0, I am to inform you that on your transmitting an undertaking to pay interest at 5% on the Crown's outlay authority will be sought for an expenditure not to exceed £55 on the proposed work.

I am,
Sir
Your obedient Servant
George Bennett

Mr. J. W. Bryce
Speech House Hotel
Nr Gloucester

Dean Forest
Speech House. Pump
Water supply
J. W. Bryce
Undertaking to pay 5% interest on outlay

9th Sept. 1880.

No. 1398.

Memorandum

From,
J W. Bryce
Speech House
Coleford. Glos

To,
The Hon.ble J K Howard
1 Whitehall Place
London

Sep. 9/80.

Sir,

I undertake to pay 5% interest on the proposed outlay by the Crown of an am.t not to exceed £55 on water works to supply Speech House.

I am,
Hon.ble Sir,
Yours most respectfully
J. W. Bryce

Dean Forest
Clay Leases
Gollop & Co
To pay acknowledgt pending settlement of terms for fresh lease

8th Feby 1882

170

Office of Woods &c
Whitehall Place - S.W
8th February 1882

Sir,

Dean Forest

Adverting to the correspondence which took place between this Department and the late firm of Gollop and Ridler relative to the renewal of the lease of Clay &c near Stapledge; the Deputy Surveyor now reports that you are desirous of taking a lease of the land No. 2 on the plan accompanying the official letter of the 16 March 1880 only and that you also desire to lease the 11½ perches of encroached land, to the West of the land No. 2, which you formerly desired to purchase.

I am directed to inform you that it will be for the convenience of the Department to postpone the discussion of the terms for a new lease but in the meantime it is necessary that you should make a payment for the period which has elapsed since rent was last received and I am therefore to request that you will pay an acknowledgment after the rate of £4 per Annum from 25th June 1880 in respect of your occupation of the land, and if you desire to continue in its occupation pending the grant of a fresh lease or other arrangements being made you will have to continue the payment of the said acknowledgment during such period.

If during this permissive occupation you should desire to obtain permission to burn bricks &c such permission will be given on your undertaking to pay a royalty of 1/18th of the full value thereof to the Crown.

Mr. Francis, the Crown Receiver will be directed to report in a month whether you have paid the acknowledgment for the occupation of the land to 25th December last.

I am,
Sir,
Your obedient Servant
J Russell Sowray

Messrs Gollop & Co

Schedule

Dated 30th May 1882

County of Southampton

Sir Henry Brougham Loch, K.C.B, a Commiss.r of Her Majesty's Woods &c

— to —

Mr. John Light.

Lease of a messuage and lands called "Martins" situate at Bartley Regis in the Parish of Eling and Manor of Lyndhurst

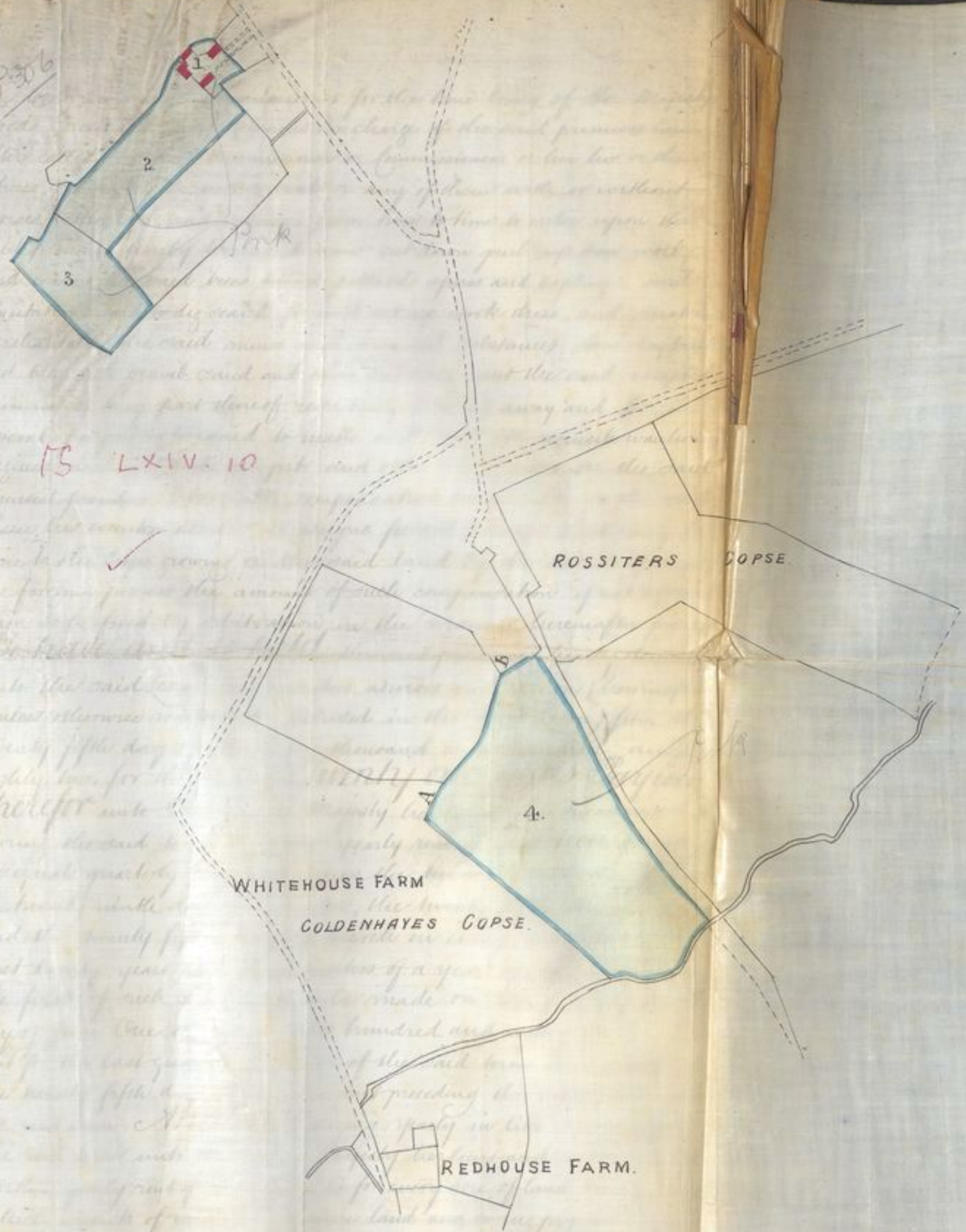
Commenc.g 25 March 1882
Term of years 21
Expires 25 March 1903

Rent £18 per Annum.

This Indenture made the thirtieth day of May One thousand eight hundred and eighty two **Between The Queen's Most Excellent Majesty** of the first part **Sir Henry Brougham Loch** K.C.B, a Commissioner of Her Majesty's Woods Forests and Land Revenues to whom the management and direction of certain parts of the Land Revenues of the Crown (including among other parts thereof the lands and hereditaments hereinafter mentioned) with the duties and powers appertaining thereto have been assigned by Order under the hands of two of the Commissioners of Her Majesty's Treasury on behalf of Her Majesty of the second part and **John Light** of Bartley Regis in the Parish of Eling in the County of Southampton Timber Merchant hereinafter called "the said Lessee" of the third part **Witnesseth** that in consideration of the rents and covenants hereinafter reserved and contained on the part of the said Lessee to be paid and performed **The** said Sir Henry Brougham Loch as such Commissioner as aforesaid in exercise of the powers of an Act of Parliament of the 10th George 4th Chapter 50 and of an Act of the 14th and 15th years of the reign of Her present Majesty Chapter 42 and of all other powers and authorities enabling him so to do and by and with the consent of the Lords Commissioners of Her Majesty's Treasury signified by their Warrant dated the twenty fourth day of April One thousand eight hundred and eighty two **Doth** on behalf of the Queen's Majesty demise and lease unto the said Lessee his executors administrators and assigns **All that** messuage tenement or dwellinghouse with the Barn Stable Cowhouse and outbuildings and pieces or parcels of land thereto belonging or appertaining situate at Bartley Regis aforesaid within the Manor of Lyndhurst in the said County of Southampton containing by admeasurement nine acres one rood and twenty nine perches or thereabouts which said premises are more particularly described in the Schedule hereunder written and are delineated and colored red and green on the plan in the margin of these Presents and are known as "Martins" **Except and Reserving** unto the Queen's Majesty her heirs and successors all timber and other trees fellars pollards spires and saplings whether on stools or otherwise plantations and all mines and mineral substances whatsoever and all Quarries of Stone and Veins or beds of Clay brick and tile earth gravel sand and other substrata in or upon the said premises with full liberty for Her Majesty her heirs and successors and for

the Commissioner or Commissioners for the time being of Her Majestys Woods Forests and Land Revenues in charge of the said premises hereinafter called the said Commissioner or Commissioners or her his or their Officers grantees agents and servants or any of them with or without horses cattle carts and carriages from time to time to enter upon the said premises hereby demised to view cut down grub up saw work and convert the said trees fellars pollards spires and saplings and plantations and to dig search for and get up work dress and make merchantable the said mines and mineral substances stone clay brick and the earth gravel sand and other substrata and the said excepted premises or any part thereof respectively to carry away and for the several purposes aforesaid to make and erect all requisite warehouses engines machines sheds sawpits and other conveniences on the said demised premises reasonable compensation being made to the said Lessee his executors admors or assigns for all damage that may be done to the Crops growing on the said land by the exercise of any of the foregoing powers the amount of such compensation if not agreed upon to be fixed by arbitration in the manner hereinafter provided **To have and to hold** the said premises hereby demised unto the said Lessee his executors admors and assigns (hereinafter unless otherwise mentioned included in the word Lessee) from the twenty fifth day of March One thousand eight hundred and eighty two for the term of **Twenty one years Paying therefor** unto The Queen's Majesty her heirs and successors during the said term the clear yearly rent of **Eighteen pounds** by equal quarterly payments upon the twenty fourth day of June the twenty ninth day of September, the twenty fifth day of December and the twenty fifth day of March in every year during the first twenty years and three quarters of a year of the said term the first of such payments to be made on the twenty fourth day of June One thousand eight hundred and eighty two and the rent for the last quarter of a year of the said term to be paid on the twenty fifth day of December next preceding the expiration of the said term **And also** paying yearly in like manner during the said term unto the Queens Majesty her heirs and successors the further yearly rent of Forty pounds for every acre of land hereby demised which consists of meadow or pasture land and so in proportion for any less quantity than an acre thereof which at any time shall be ploughed broken up or used otherwise than as meadow or pasture land without the previous licence in writing of the said Commissioner or C

p. 306



Scale, 25 Inches to a Mile

Commissioners And also paying yearly in like manner to the Queen's Majesty her heirs and successors during the last three years of the said term the further rent of Ten pounds for every acre of land hereby demised and so in proportion for any less quantity than an acre thereof which the said Lessee shall during that period without such license as aforesaid neglect or discontinue to manage and cultivate in conformity with the covenants hereinafter contained the said additional rents of forty pounds per acre and Ten pounds per acre or such of them as shall from time to time be payable to be paid quarterly at or upon the days of payment aforesaid the first payment thereof to begin and to be made on such of the said days of payment as shall next happen after the said additional rent or rents shall have been incurred which said several rents of Forty pounds per acre and Ten pounds per Acre are not to be considered as reserved by way of penalty but as liquidated and fixed rents agreed to be paid in the cases aforesaid All which said several rents hereinbefore reserved or such of them as may from time to time be payable are to be paid into the hands of Her Majesty's Steward of the Manor of Lyndhurst or Her Majesty's Receiver for the time being of the rents and profits of the said premises free from all present and further taxes charges assessments and other impositions and outgoings whatsoever except landlord's property tax And the said Lessee hereby covenants with the Queen's Majesty her heirs and successors in manner following that is to say:

1. To pay unto the Queen's Majesty her heirs and successors the said yearly rent or sum of Eighteen pounds and (if and when the same shall become payable) the said several additional rents hereby reserved upon the respective days and in manner aforesaid.
2. To pay the land tax tithes rent charges in lieu of tithes and all drainage or sewer rates and all other taxes charges rates assessments impositions and outgoings whatsoever now or at any time hereafter to be taxed charged rated assessed or imposed in respect of the said premises under any existing or future Act of Parliament (except the Landlords Property Tax) together with a proportionate part thereof up to the day of the end of this demise.
3. Within one month after being required so to do by a Notice in writing given to or left on the demised premises for the said Lessee by the said Commissioner or Commissioners to plant erect and construct

a good and sufficient hedge (with proper guard rails) or fenced to the satisfaction of the said Commissioner or Commissioners or of the Deputy Surveyor for the time being of the New Forest along the boundary of the field No. "4" in the Schedule and on the said plan between the points A and B so as to divide the said field from the adjoining land now belonging to the said Lessee and in case any dispute or difference shall arise as to the actual line of boundary of the said field such line shall be laid down by the said Deputy Surveyor whose decision shall be final.—

4. To keep in good and substantial repair during the said term all buildings on the land hereby demised and all other buildings from time to time erected on the said land together with all fixtures and also the walls gates stiles mounds banks and bridges drains outfalls culverts hedges ditches and fences now being or that may hereafter be on the said land and to paint or tar in a proper manner such parts of the said buildings and fences as have been or are usually painted or tarred.

5 To clear out and cleanse once in every year in a proper manner all the ditches watercourses sluices sewers and drains belonging to the said premises. And in case the said Lessee shall at any time neglect or omit to cleanse the said ditches watercourses sluices sewers and drains as aforesaid the said Commissioner or Commissioners may cause the same to be done and charge the expense thereof to the said Lessee which may be recovered as rent hereby reserved and in arrear.—

6. To insure forthwith and at all times keep insured the buildings hereby demised and all other buildings that may at any time during the said term be erected on the said premises from damage by fire in the joint names of the Queen's Majesty her heirs and successors and of the said Lessee in some or one of the Public Offices of Insurance to be approved of in writing by the said Commissioner or Commissioners in such sum or sums of money as shall be equal to three fourth parts at the least of the actual value thereof respectively and to shew whenever required so to do to Her Majesty's said Receiver of the said premises the policy of insurance and the receipt or receipts for the premium in respect of such insurance for the current year. And in default of such insurance being so effected or of the production of the policy or receipt or receipts as aforesaid the Queen's Majesty her heirs or successors or the said Commissioner or Commissioners may insure the said buildings in such name or names as she he or they may think fit in such amount as hereinbefore is mentioned or in any less amount. And all monies paid by Her Majesty her heirs or successors or by the

said Commissioner or Commissioners for such insurance shall be recoverable as rent hereby reserved and in arrear. And in case the said buildings or any part thereof shall during the said term be destroyed or damaged by fire then as often as the same shall happen all such sums of money as shall be received by virtue of such insurance shall forthwith be paid to the said Commissioner or Commissioners to be applied in rebuilding and reinstating the same buildings to the satisfaction of the said Commissioner or Commissioners or his or their Surveyor and in case the monies to be received by virtue of such insurance shall not be sufficient for that purpose the said Lessee will make good the amount of every such deficiency.

7. To cultivate and manage all the said land hereby demised in accordance with the best and most approved system and due course of husbandry practised in the said County of Southampton so far as such system may not be inconsistent with any of the special provisions hereinafter mentioned and to keep the said land clean and in good heart and condition.—

8 To permit the said Commissioner or Commissioners or his or their Agents at all seasonable times in the daytime to enter into and upon the said premises and to examine the state of the repairs cultivation and condition thereof and to take any map or plan of the said premises and in case the said buildings or the fences of the said land or any part thereof shall upon such examination be found defective or out of repair or in case the said land shall be found not in a good and proper state of cultivation and condition and notice in writing of any such matters shall be given to the said Lessee or left on the said premises the said Lessee will make good in a substantial manner within the space of three calendar months next after every such notice shall have been so given or left as aforesaid all such defects and wants of repair and amend such condition or state of cultivation as aforesaid to the satisfaction of the said Commissioner or Commissioners and if the said repairs and amendments shall not be well and sufficiently made good within the time expressed in any such notice as aforesaid the said Commissioner or Commissioners may cause the same to be done and charge the Lessee with the expense of such repairs and amendments the amount of which may be recovered by distress or otherwise as rent hereby reserved and in arrear.

9 To yield up on the expiration or other sooner determination of the said term to the Queen's Majesty her heirs and successors or to the said Commissioner or Commissioners all the said premises hereby demised together with all new erections improvements and fixtures as to the buildings walls gates stiles mounds banks bridges drains outfalls culverts hedges ditches and fences in good and substantial repair and properly painted and tarred and as to the land in a good and proper state of cultivation and clean and in good heart and condition.—

10 To inbarn lay up and stack in every year in the barns outhouses or other convenient places upon the said premises all the corn grain hay and straw produced upon the said land.

11 To consume and spend upon the said land or some part thereof all the said hay and straw and all the chaff and other fodder arising from the said corn and grain and consume upon the said premises all the root crops and green crops grown upon the said land.—

12 To spread and expend yearly in every year of the said term upon the said land or upon such part thereof as may most require the same in a good and husbandlike manner all the dung compost and manure from time to time arising from and brought upon the said premises.—

13. And in case any hay straw chaff fodder root crops, green crops, dung compost or manure shall be sold or carried off the said premises without the previous consent in writing of the said Commissioner or Commissioners to forfeit and pay to the Queen's Majesty her heirs or successors the sum of £5 for every load of such articles respectively so sold or carried off as aforesaid to be paid as and for liquidated damages in every such case.

14. On the expiration or other sooner determination of the term hereby granted to leave in the usual and proper places upon the said premises for the use of Her Majesty her heirs and successors all the dung compost and manure made or brought upon the said premises during the last year of the said term and not to require any allowance or other compensation for the same.—

15 To reside in or upon some part of the premises hereby demised unless the said Commissioner or Commissioners shall think fit by some writing under his or their hand or hands to dispense either wholly or partially with such residence.

16 To keep upon the said premises a field book showing how every field or parcel of land hereby demised has been cropped and cultivated in every year of the said term and permit the said Commissioner or Commissioners or any person or persons to be from time to time appointed by him or them to inspect the said book and to take a copy or copies thereof

or extracts therefrom and to deliver to him or them when required a true copy or copies of or extracts from such field book and also if required to verify the same by a declaration in writing under the hand of the said Lessee.—

17. To preserve all the trees tellars pollards spires and saplings for the time being standing or growing upon the said premises from bite of cattle or other injury and not to cut down fell or destroy lop top or prune any of such trees tellars pollards spires or saplings under the penalty of Ten pounds for every such tree tellar pollard spire or sapling to be from time to time paid to the Queen's Majesty her heirs and successors as a liquidated fine in addition to the actual amount of the damage so done as aforesaid.—

18. Not to raise or remove or suffer to be raised or removed any mineral substance stone clay brick or tile earth gravel sand or substrata from the said premises except materials for making new roads or repairing existing roads upon the said premises. Nor commit or suffer any wilful or voluntary waste spoil or destruction in or upon the said demised premises or any part thereof but to use and manage the lands hereby demised in a good and husbandlike manner.—

19. Not to sow plant or cultivate any part of the land hereby demised with hemp flax teasels or woad or other unusual or exhausting crops without the previous consent in writing of the said Commissioner or Commissioners nor without such consent leave for seed in any year on the said premises any turnips rape mustard or rye grass or any such plants.

20. To plant at the Lessee's expense from time to time in the Orchards hereby demised such good and proper and healthy young fruit trees as may be required to supply the place of those which may die or be decayed or have become unproductive so as to keep the said Orchards well and sufficiently stocked with fruit trees.—

21 To use his best endeavours to prevent any person or persons from enclosing any waste land lying contiguous to or in front of the land hereby demised or any part thereof And to give notice to the said Commissioner or Commissioners of any attempt to enclose the same within one week next after such attempt shall have been made.

22 Not to cut for hay any of the feeding or pasture lands hereby demised but once or oftener in every year to spud and destroy the thistles and docks thereon and to cut and level and keep cut and levelled from time to time during the said term in a workmanlike

manner all the ant hills on the pasture and meadow land hereby demised.

23 Not to cut in any one year more than one crop of hay in any one field of meadow land hereby demised but after every second crop of hay made on the said land to spread and bestow thereon ten cart loads per acre of good dung or other manure equivalent thereto.—

24. Not to sow or plant during the last three years of the said term any part of the land and premises hereby demised with two crops in succession of any of the descriptions usually called white or exhausting crops (including therein wheat oats barley and rye) without a fallow or green crop properly hoed and cleaned intervening between such two white crops every such green crop to be eaten and consumed on the premises. Not to plant or cultivate more than one crop of potatoes in or on any one field or parcel of the said premises hereby demised within the said space of three years.

25. In each of the last two years of the said term hereby granted in sowing the Spring or Lent corn (such as Barley or Oats) also to sow such part of the land as shall have been cultivated for green crops or fallow and properly manured in the preceding season not being less than one sixth part at the least of the arable lands hereby demised with a sufficient quantity of good clover or other grass seeds and properly harrow in the same. Such clover and grass seeds as shall be sown in the last year of the said term shall be paid for by the said Commissioner or Commissioners or the succeeding or incoming tenant and the amount to be so paid shall in case of difference be settled by a Valuation to be made by two arbitrators or in case of their disagreement by an Umpire to be by them chosen one of such Arbitrators being appointed by the said Commissioner or Commissioners and the other being appointed by the said Lessee.—

26 And will in the last year of the said term either fallow for or leave to be fallowed for turnips or other root crop or green crop the one fourth part of the arable lands hereby demised which shall in such last year be in course of succession to be cultivated for root crops green crops or fallows.—

27. And will permit the said Commissioner or Commissioners or his or their Agent or the incoming tenant to enter upon one fourth part of the arable lands intended or suitable for wheat on the twenty fourth day of August in the last year of the said term to cultivate manage and sow the same and to enter upon the lands intended for fallow on the tenth day of October in such last year (or as soon after as the

green crops then being on the said lands shall have been fed off) to till cultivate manage and plough the same should he or they think proper and will permit the said Commissioner or Commissioners or his or their Agent or the incoming tenant to enter upon all such lands as may be intended for spring corn or garden ground on the second day of February preceding the expiration of the said term to plough cultivate manage and sow the same in the usual course of tillage and will provide in the farmhouse and out-buildings necessary and convenient accommodation for the said Commissioner or Commissioners or his or their Agent or the incoming tenant and his or their servants and horses on and after the times above mentioned for the purposes hereinbefore described without requiring any payment or allowance in respect thereof Provided always that in case the said Commissioner or Commissioners or the incoming tenant shall not claim such privilege of entry for ploughing cultivating managing and sowing at the times and periods aforesaid then and in such case the said Lessee shall and will plough cultivate manage and sow the lands according to the provisions hereinbefore contained being afterwards paid and allowed a reasonable sum for the labour and seed employed therein to be settled in case of difference by a Valuation to be made in the manner before provided.

28 And it is hereby further agreed and declared that upon the expiration of the said term and upon delivering up possession of the said premises the said Lessee shall be entitled in addition to the other allowances herein specified to be paid a sum equal to one half of the money expended by the said Lessee in the purchase of linseed cotton and rape cake eaten and consumed on the said premises in a proper and husbandlike manner by the cattle of the said Lessee (hereinafter called consumed cake) in the last year of the said term provided that the said Lessee shall not by virtue of this clause be paid a sum exceeding one half of the average annual expenditure for consumed cake during the last three years of the said term.-

29. Provided always and it is hereby agreed and declared that no allowance or compensation shall be made to the said Lessee his executors admors or assigns under any of the provisions of this lease except upon the production by him or them of the invoices and receipts for the articles in respect of which any allowance or compensation may be claimed and with such evidence as to the

application or consumption thereof upon the said land as may be satisfactory to the said Commissioner or Commissioners or the arbitrators or Umpire to be appointed as hereinbefore mentioned. And further that all money due to Her Majesty from the said Lessee his executors admors or assigns for rent dilapidations defects of cultivation or breaches of covenant or otherwise shall be deducted from any claim to which he or they may be entitled under this demise.-

30. Not to assign or underlet the said premises hereby demised or any part thereof (except as hereinafter mentioned) or part with the possession of this lease without the licence and consent in writing of the said Commissioner or Commissioners but this covenant shall not prevent the said Lessee from underletting any Cottages upon the said premises.—

31. To procure every assignment which may with such licence 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 or the term hereby granted to be within six calendar months from the date thereof respectively inrolled in the Office of Land Revenue Records and Inrolments, and a Minute or docquet thereof entered in the Office of the said Commissioners.-

32 Provided always and these Presents are upon this Condition - that if the said yearly rent of Eighteen pounds or any part thereof or the said additional rents hereby reserved or any of them or any part of the same respectively shall be unpaid for the space of forty days next after either of the said days hereinbefore appointed for the Payment thereof respectively 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 or performed or in case whilst the demised premises or any part thereof are vested in him or them for all or any part of the term hereby granted he or they shall be adjudged bankrupt or a trustee shall be appointed under a liquidation of his or their affairs by arrangement or if he or they shall either voluntarily or involuntarily do or suffer to be done any act matter or thing whereby or in consequence whereof the term and interest hereby granted or any part thereof shall without such consent as aforesaid become vested in any person or persons whomsoever except by bequest or by representation as executor or administrator. Then and in any of the said cases it shall be lawful for Her Majesty her heirs and successors or the said Commissioner or Commissioners on behalf of Her Majesty her heirs and successors to enter into and upon and retain possession of the said hereby demised

premises as fully and effectually in all respects as if these presents had not been made And it is hereby covenanted and declared that in case any reentry shall be made under the proviso lastly hereinbefore contained there shall be payable by the said Lessee to Her Majesty her heirs and successors in addition to any rent then due in respect of the said premises a proportionate part of the accruing rent for the then current quarter of a year from the last quarterly day for payment up to the day on which such reentry shall have been made.

33 Provided always and it is hereby agreed and declared that the powers in this lease given to the said Commissioner or Commissioners to do divers acts and to take divers proceedings in case the said Lessee does not perform and keep certain of the covenants hereinbefore contained shall be in every case deemed to be in addition to and not in substitution for the rights of the Crown in respect of or consequent upon the breach of any covenant by the said Lessee and all such rights may be enforced in due course of law either by proceedings to recover possession of the said demised premises or to recover damages or by other proceedings notwithstanding any of the provisions in this lease contained.

34 Provided lastly and it is hereby further agreed and declared that upon the expiration or determination of the term hereby granted the said Lessee shall not be entitled to any payment allowance compensation or right of any nature or kind soever and whether founded upon the custom of the district in which the said premises hereby demised are situated or otherwise except only such payments allowances compensations or rights as are hereinbefore expressly defined and to which the said Lessee may be entitled under these presents And it is hereby contracted and agreed between and by the said Sir Henry Brougham Loch as such Commissioner as aforesaid for and on behalf of Her Majesty on the one part and the said Lessee on the other part that the Agricultural Holdings (England) Act 1875 shall not apply to this present Lease or contract of tenancy nor to any contract of tenancy from year to year which may arise on the expiration or determination of the term hereby granted And the said Sir Henry Brougham Loch doth hereby direct that this Deed shall be deemed to be fully and sufficiently inrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Inrolments and the filing or making an entry of such deposit by

the Keeper of the said Records and Inrolments 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.

The Schedule above referred to.

No on Plan	Premises demised	Total a	r	p	State of Cultivation
1	House Outhouses Garden and Yard	.	1	3	Homestead
2	Barn ground	1	3	27	Arable
3	Acre ground	1	1	24	Meadow
4	Mans	5	3	15	Arable
	Total A	9	1	29	

Henry B (L.S.) Loch John (L.S.) Light

Signed sealed and delivered by the within named Sir Henry Brougham Loch in the presence of

J Russell Lowray
Office of Woods, &c
Whitehall Place

Signed sealed and delivered by the within named John Light in the presence of

Gerald W. Lascelles
Queens House, Lyndhurst
Deputy Surveyor, 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.

H G Hewlett
Keeper of the Records

6th June 1882

License

Dated 27th June 1882

Dean Forest

Sir Henry B. Loch, K.C.B, the Commiss^r in charge and Gaoler of Dean Forest

— to —

Messrs. The Rev^d. George Russell Chell and Jas. John Grenfell Borlase Trustees of Mr. George Russell, deceased

License to reopen and use an Old Pit called Kinewells Pit in Coverham Inclosure in the Forest of Dean together with other easements and privileges for the better working of the Speedwell Gate.

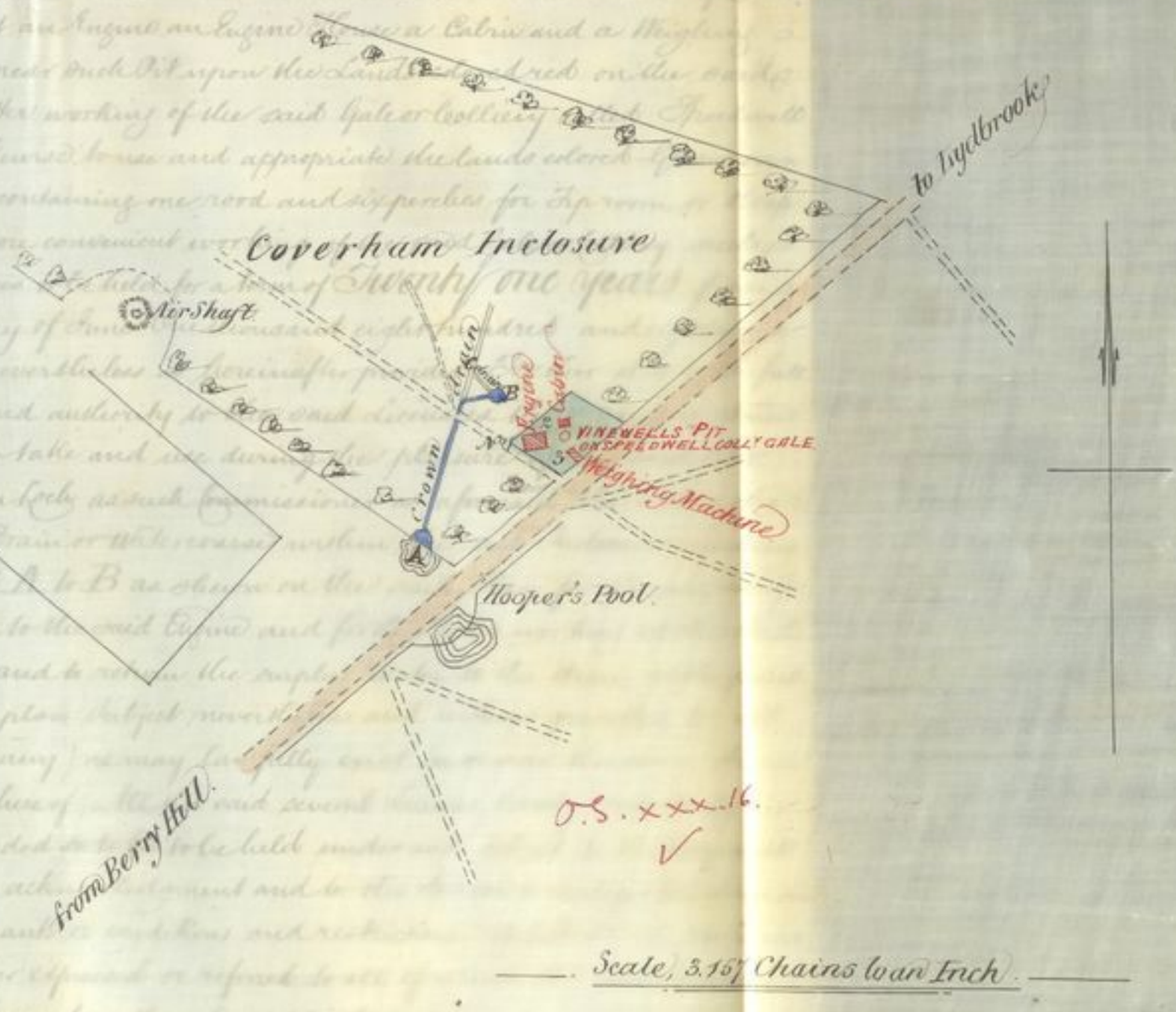
This Indenture made the twenty seventh day of June One thousand eight hundred and eighty two **Between** Sir Henry Brougham Loch, Knight Commander of the Order of the Bath, the Commissioner of Her Majesty's Woods Forests and Land Revenues to whom the management and direction of certain parts of the Land Revenues of the Crown including (among other parts thereof) the hereditaments hereinafter described with the duties and powers appertaining thereto have been assigned by Order under the hands of the Lords Commissioners of Her Majesty's Treasury of the one part and **The Reverend George Russell Chell** of Kneesall Vicarage in the County of Nottingham Clerk and **James John Grenfell Borlase** late of Abinghall and now of Cheltenham in the County of Gloucester Gentleman (the Executors and Devisees in trust under the Will of George Russell late of Lydbrook in the said County Iron Master deceased) hereinafter called the Licensees of the other part **Whereas** the said Licensees are the parties entitled as such Executors and Devisees in trust as aforesaid to a certain Gale or Colliery in the said Forest of Dean called or known as Speedwell Colliery and as such have requested a License may be granted to them to reopen and use a certain Pit called Kinewells or Stop Pit within a certain Inclosure or Plantation enclosed for the growth of timber called Coverham Inclosure the property of Her Majesty in right of Her Crown situate in the Forest of Dean and hereinafter more particularly described or referred to and also a License to erect an Engine an Engine House a Cabin and a Weighing Machine on the Lands colored Red on the said Plan at or near to such Pit and a further License to use the land colored Green on the said Plan for the purpose of Tip room or Heap room for the better working of the said Gale or Colliery and also to grant them such License as hereinafter mentioned to use during pleasure the waters of a certain Ditch Drain or Watercourse for supplying water to the Engine as hereinafter mentioned which said several Licenses the said Sir Henry Brougham Loch as such Commissioner as aforesaid hath agreed to grant upon such terms conditions and restrictions as are hereinafter expressed and contained of and concerning the same **Now this Indenture witnesseth** that in pursuance of the said Agreement and in consideration of the premises **He** the said Sir Henry Brougham Loch as such Commissioner as aforesaid by virtue of the powers or authorities given to or vested in him **Doth** hereby for and on

behalf of Her Majesty give and grant unto the said Licensees their executors admors and assigns his License and permission to reopen and use the aforesaid Pit called or known as Ninewells Pit or Shop Pit within Coverham Inclosure in Worcester Walk in the said Forest of Dean and also to erect an Engine an Engine House a Cabin and a Weighing Machine at or near such Pit upon the Lands colored red on the said Plan for the better working of the said Gale or Colliery called Speedwell Colliery and likewise to use and appropriate the lands colored Green on the said Plan containing one rood and six perches for Tip room or Heap room for the more convenient working of the said Gale or Colliery such License or Licenses to be held for a term of **Twenty one years** from the thirtieth day of June One thousand eight hundred and eighty one determinable nevertheless as hereinafter provided Together also with full power license and authority to the said Licensees their executors admors and assigns to take and use during the pleasure of the said Sir Henry Brougham Loch as such Commissioner as aforesaid the waters of a certain Ditch Drain or Watercourse within the said Inclosure running from the point A to B as shewn on the said Plan for the purpose of supplying Water to the said Engine and for the better working of the said Gale or Colliery and to return the surplus water to the drain at the point C on the said plan Subject nevertheless and without prejudice to all such rights (if any) as may lawfully exist in or over the same stream or the waters thereof All the said several Licenses hereby respectively granted or intended so to be to be held under and subject to the payment of such rent or acknowledgment and to the observance and performance of all such covenants or conditions and restrictions regulations and provisions as are hereinafter expressed or referred to all of which the said Licensees do hereby for themselves their heirs executors admors and assigns covenant with the Queen's Majesty her heirs and successors well and truly to observe perform and keep videlicet

1st. **That** the said Pit shall be reopened on or at the Spot shewn on the Plan annexed to the Award of the Dean Forest Mining Commissioners as indicated and shewn by a red line on the said Plan hereunto annexed.

2nd. **That** the said Pit together with the said Engine Engine House Cabin and Weighing Machine and Tip room or Heap room shall be held solely in connection with and for the better and more convenient working of the said Speedwell Gale or Colliery and for no other purpose whatsoever and shall be held under and subject in all respects to the conditions, restrictions regulations and provisions of the sixty fifth Section of the first and second Victoria Chapter forty three and the fifteenth Section of the

behalf of Her Majesty give and grant unto the said Licensees their executors admors and assigns this License and permission to reopen and use the aforesaid Pit called or known as Ninewells Pit or Hop Pit within Coverham Inclosure in Worcester Walk in the said Forest of Dean and also to erect an Engine an Engine House a Cabin and a Weighing Machine at or near such Pit upon the Land coloured red on the said Plan for the better working of the said Gale or Colliery and Pit and Colliery and likewise to use and appropriate the lands colored green on the said Plan containing one rood and six perches for Tip room or Heap room for the more convenient working of the said Gale or Colliery by the said Licensee or Licensees hereby for a term of Twenty one years from the thirteenth day of June one thousand eight hundred and [illegible] determinable nevertheless hereinafter provided [illegible] power license and authority to the said licensees their heirs and assigns to take and use during the pleasure of Henry Brougham Lord as such Commissioner [illegible] certain Bitch Drain or Water course within [illegible] from the point A to B as shewn on the said Plan [illegible] supplying Water to the said Engine and for [illegible] Gale or Colliery and to run the supply [illegible] C on the said plan subject nevertheless [illegible] such rights (if any) as may lawfully exist [illegible] or the waters thereof [illegible] and seventy [illegible] granted or intended to be [illegible] held under [illegible] of such rent or such [illegible] and to [illegible] of all such covenants conditions and restrictions as are hereinafter expressed or referred to [illegible] do hereby for themselves their heirs executors [illegible]



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with the Queen's Majesty her heirs and successors [illegible] perform and keep videlicet

1st That the said Pit shall be reopened on or at the Spot shewn on the Plan annexed to the Award of the Dean Forest Mining Commissioners as indicated and shewn by a red line on the said Plan hereunto annexed.

2nd That the said Pit together with the said Engine Engine House Cabin and Weighing Machine and Tip room or Heap room shall be held solely in connection with and for the better and more convenient working of the said Speedwell Gale or Colliery and for no other purpose whatsoever and shall be held under and subject in all respects to the conditions, restrictions regulations and provisions of the sixty fifth Section of the first and second Victoria Chapter forty three and the fifteenth Section of the

twenty fourth and twenty fifth Victoria Chapter 40 affecting Pits or Shafts sunk for the purposes of Coal Mines in the said Forest and subject also to the rules and regulations for the time being in force for the opening user or working of such Pits or Shafts.

3rd That no erection or building or machinery other than such Engine Engine House Cabin and Weighing Machine as aforesaid shall be erected upon or at the said Pit or near the site thereof without the permission in writing of the said Commissioner for the time being first had and obtained and no land or ground of Her Majesty shall be occupied for Tip room or Heap room other than the land or ground indicated on the said Plan.

4th That the said Pit or the site thereof and the said Engine, Engine House Cabin and Weighing Machine shall be well and properly fenced in and at all times kept so well and properly fenced in by the said Licensees at their own expense.

5th That the said Licensees shall from time to time keep open and well scoured and cleansed to the satisfaction of the Deputy Surveyor for the time being of the said Forest the waters of the said Ditch or Watercourse and keep and maintain the outfall thereof not exceeding three feet in heigth and shall and will whenever required by the said Sir Henry Brougham Loch as such Commiss^r. as aforesaid so to do relinquish and give up or cease to use the same.

6th That no damage or injury shall be done or occasioned by the said Licensees their executors administrators or assigns to the lands trees plantations or inclosures of Her Majesty or to the fences thereof by or on account of the reopening of the said pit or the user or working thereof or the erection or user of the said Engine Engine house Cabin and Weighing Machine or the use of the waters of the said ditch or watercourse and that if any damage or injury shall happen to be thereby in anyway done or occasioned the amount of all such damage or injury shall from time to time be ascertained and finally settled by the Valuation on Oath or Solemn Affirmation of the Deputy Surveyor or Deputy Gaveller for the time being of the said Forest or by such other person or persons as may at any time be appointed to make such valuation by the said Sir Henry Brougham Loch or other the Commissioner for the time being in charge of the said Forest and such Valuation when made shall be final and conclusive and the amount thereby directed to be paid shall be paid by the said Licensees their executors admors

or assigns to Her Majesty immediately on demand.—

7th That the said Licensees their executors admors and assigns shall during the subsistence of the term hereby granted pay or cause to be paid to the Queen's Majesty her heirs and successors or to Her Majesty's Receiver of Rents for the time being of the said Forest on behalf of Her Majesty the clear yearly rent of One pound fifteen shillings to be paid half yearly on the first day of January and the first day of July in every year clear of all rates taxes charges assessments and impositions whatever the first payment thereof to be made on the thirty first day of December One thousand eight hundred and eighty one.—

8th That on the expiration or other sooner determination of the term hereby granted the said Licensees their executors admors or assigns shall at their own costs and charges in all things well and effectually fill up or arch over or otherwise secure the said Pit and remove the said Engine Engine house Cabin and Weighing Machine and make good and restore to its present state and condition as nearly as may be to the satisfaction of the Gaveller or Deputy Gaveller of the said Forest the ground which shall have been broken up in reopening such Pit or in erecting or taking down such Engine Engine House Cabin and Weighing Machine.—

9th That the said Licensees their executors admors or assigns shall at their own expense and within three calendar months from the date hereof cause this Instrument to be entered in the Books of the Gaveller or Deputy Gaveller of the said Forest.—

Provided always and the Licenses hereby respectively granted for the term of twenty one years are granted upon the express condition that the same shall cease and determine whenever the term of twenty one years shall be determined or put an end to or whenever the said Gale or Colliery shall cease to be worked or be given up or surrendered to Her Majesty or the grant thereof shall be otherwise determined whichever shall first happen.

Provided lastly And it is hereby agreed and declared that in case the said Licensees their executors administrators or assigns shall not in all things observe perform and keep all and every the covenants conditions and restrictions herein contained it shall be lawful for the Queen's Majesty her heirs and successors or the said Sir Henry Brougham Loch or other the Commissioner in charge of the said Forest on behalf of Her Majesty immediately on any breach of any of the conditions hereof to determine and put an end to the same and to enter into and take possession of the said Pit and the land or ground occupied therewith or with the said Engine, Engine House Cabin and Machinery and to

remove the said Engine Engine House fabric and Machinery and fill up or otherwise secure the said Pit or Shaft and restore the said land or ground as nearly as may be to its present state & condition the said Licensees their executors admors or assigns paying all the expenses so to be incurred anything herein contained to the contrary notwithstanding And the said Sir Henry Brougham Loch doth hereby direct that this deed shall be deemed to be fully and sufficiently inrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Inrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Inrolments In witness whereof the said parties to these presents have hereunto set their hands and seals the day and year first above written.–

Henry B (L.S.) Loch – G R (L.S.) Cheell – Jas J G (L.S.) Borlase

Signed sealed and delivered by the within named Sir Henry Brougham Loch in the presence of

J Russell Powray
Office of Woods, &c
Mitchell Place

Signed sealed and delivered by the within named George Russell Cheell in the presence of

Edwin E. Yearsley
Sol.
Mitcheldean

Signed sealed and delivered by the within named James John Grenfell Borlase in the presence of

Edwin E. Yearsley
Sol.
Mitcheldean

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

28th June 1882.

Schedule

Dated 29th June 1882

Manor of Staunton

Sir Henry B. Loch K.C.B. a Commr. &c.

— to —

Mr. James James

Conveyance of the porches of encroached land on or by the side of the road leading from Crossways Tollgate below the Scowles towards Highmeadow in the Parish of Newland & Manor of Staunton.

By Sir Henry Brougham Loch K.C.B. one of the Commissioners of Her Majesty's Woods Forests and Land Revenues

Know all Men by these Presents That I Sir Henry Brougham Loch Knight Commander of the Order of the Bath the Commissioner of Her Majesty's Woods Forests and Land Revenues to whom the management and direction of certain parts of the Land Revenues of the Crown including (among other parts thereof) the hereditaments hereinafter granted with the duties and powers appertaining thereto have been assigned by an Order under the hands of two of the Commissioners of Her Majesty's Treasury on behalf of Her Majesty and under the authority of an Act passed in the tenth year of King George the fourth Chapter 50 and also of an Act passed in the fourteenth and fifteenth years of Her present Majesty Queen Victoria Chapter 42 **In consideration** of the sum of **One pound ten shillings** by **James James** of The Scowles near Coleford in the Parish of Newland and Manor of Staunton in the County of Gloucester paid to me before the sealing and delivery of these Presents DO by these Presents grant unto the said James James and his heirs **All** the Estate right title and interest of the Queen's Majesty of in and to **All that** piece or parcel of land or encroachment from the waste of the Manor of Staunton in the County of Gloucester situate lying and being on or by the side of the road leading from the Crossways Tollgate below the Scowles towards Highmeadow in the Parish of Newland and Manor of Staunton and now in the possession or occupation of the said James James which said land or encroachment together with the rent of one shilling now payable to Her Majesty as Lady of the said Manor in respect of the same is more particularly described and set forth in the Schedule hereunder written and which said land is delineated and shewn on the Plan hereunto annexed and thereon colored Blue and No. 98 (Save and except out of this Grant all mines and minerals within upon or under the said land with full power to Her Majesty her heirs successors and assigns and her and their Lessees Licensees or Grantees Tenants Servants Agents and Workmen from time to time and at all times for ever hereafter to enter upon work use and enjoy the same and every of them as fully and effectually to all intents and purposes as if this grant had not been made) which said piece or parcel of land and premises form part

Schedule

Dated 29th June 1882

Manor of Staunton

Sir Henry B. Loch K.C.B. a Commr. &c.

— to —

Mr. James James

Conveyance

By Sir Henry Brougham Loch K.C.B. one of the Commissioners of Her Majesty's Woods Forests and Land Revenues

Know all Men by these Presents That I Sir Henry Brougham Loch Knight Commander of the Order of the Bath the Commissioner of Her Majesty's Woods Forests and Land Revenues to whom the management and direction of certain parts of the Land Revenues of the Crown including (among other parts thereof) the hereditaments hereinafter granted with the duties and powers appertaining thereto have been assigned by an Order under the hands of two of the Commissioners of Her Majesty's Treasury on behalf of Her Majesty and under the authority of an Act passed in the tenth year of King George the fourth Chapter 50 and also of an Act passed in the fourteenth and fifteenth years of Her present Majesty Queen Victoria

of the possessions or land revenues of the Crown within the ordering and survey of the Court of Exchequer To have and to hold the said land or encroachment and all benefit and advantages thereto belonging (save and except as aforesaid) Unto and to the use of the said James James his heirs and assigns for ever And I the said Sir Henry Brougham Loch do hereby direct that this deed shall be deemed to be fully and sufficiently inrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Inrolments and the filing or making of an entry of such deposit by the Keeper of the said Records and Inrolments In witness whereof I the said Sir Henry Brougham Loch have hereunto set my hand and seal this twenty ninth day of June One thousand eight hundred and eighty two.

The Schedule above referred to

No on Rental	Name of Tenant	Description of Lands for which the Rents are payable	Annual Rent £	s	d
98	James William (representatives of)	An encroachment on the road leading from the Crossways Tollgate below the Scowles and towards Highmeadow nor or late in his occupation	"	1	0

Henry B (L.S.) Loch

Signed sealed and delivered by the within named Sir Henry Brougham Loch in the presence of

J Russell Lowry
Office of Woods, &c
Whitehall Place

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

30th June 1882

Charged to 30 June 1882