

Sched⁴

This Indenture made the 8th day of February 1883

Dated 8th February 1883.

Between The Queens Most Excellent Majesty of the 1st part Sir Henry Brougham Loch K. C. B. the Commissioner of Her Majesty's Woods Forests

County of Southampton
Bere Woods.

and Land Revenues in charge of the hereditaments intended to be hereby demise of the 2nd part and William Barnaby Casner of 23 High Street Portsmouth of 2 The Poplars North End Portsmouth in the County of Southampton Esquire hereinafter called the said Lessee of the 3rd part

Witnesseth that in consideration of the rent hereinafter recited and of the covenants and agreements herein,

Sir Henry B. Loch K. C. B. Commissioner of Her Majesty's Woods Forests

after contained He the said Sir Henry Brougham Loch as such Commissioner as aforesaid in exercise of the powers of the Acts 10 George 4 Comm^o. of Her Majesty's Woods Forests the 4th Chapter 50 and 14 and 15 Victoria Chapter 42 and of all other powers and authorities enabling him in that behalf and

Wm Barnaby Casner Esq^r

with the consent of the Lords Commissioners of Her Majesty's Treasury signified by their General Warrant DOW on behalf of Her Majesty grant unto the said Lessee his executors administrators and assigns

Lease of the Right of Shooting over Bulls Lodge Wood otherwise Queen's Inclosure

All that the right of shooting game and Rabbits upon and over All that Inclosure of Woodland called Bulls Lodge Wood otherwise Queen's Inclosure situate within the limits of the late Forest of Bere in the County of Southampton containing 85^{ac} 2^r 26^p or thereabouts Subject nevertheless to the same right for the occupiers for the time being of such lands to kill and take the ground

From 1st Feb^y 1883
Term of Years 7
Expires 1st Feb^y 1890

game upon the premises in their respective occupations as is conferred upon every occupier of land by the Ground Game Act 1880.

To have and to hold the said right of shooting unto the said Lessee his executors administrators and assigns for the

Rent £5.

term of 7 years from the 1st day of February 1883 Pursing thereof unto the Queens Majesty Her Heirs and Successors the clear yearly rent of £5 by equal half yearly payments on the 1st day of August and the 1st day of February in every year during the first 6 years and a half of the said term free from all deductions the 1st payment of the said rent to be made on the 1st day of August 1883 and the payment of rent for the last 1/2 year of the said term to be made in advance on the 1st day of August next preceding the expiration of the said term. AND the said Lessee doth hereby for himself his heirs executors and administrators covenant with the Queens Majesty Her Heirs and Successors in manner following that is to say:

1 To pay unto the Queens Majesty Her Heirs and Successors during the

term hereby granted the said yearly rent of £5. on the days and in the manner aforesaid.

2. To pay all rates taxes charges or impositions now or hereafter during the said term to be rated taxed charged or imposed in respect of the right hereby granted except the Landlords Property Tax.
3. To use his and their utmost endeavours to preserve and leave a good stock of game on the said land hereinbefore described and to prevent any person or persons who may not be duly authorized so to do by him the said Lessee his executors administrators or assigns from taking and killing game upon the said land or any part thereof.
4. From time to time and at least once in every year to report his proceedings under the appointment hereinafter contained pursuant to the direction in that behalf given.
5. During the said term to kill and destroy and effectually keep down the rabbits in and upon the said land so as to prevent the number of such rabbits increasing and injuring the crops trees shrubs and fences thereon or on any adjoining land belonging to Her Majesty and that in case the said Lessee his executors administrators or assigns shall neglect or omit to kill and keep down the rabbits upon the said land it shall be lawful for the said Sir Henry Brougham Loch or other the Commissioner or Commissioners for the time being of Her Majesty's Woods Forests and Land Revenues having the management and direction of the premises (who are hereinafter called the said Commissioner or Commissioners) after giving to the said Lessee his executors administrators or assigns or leaving for him or them at his or their usual or last known place or places of abode in England 14 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 or reducing the said rabbits to such number as shall in the opinion of the said Commissioner or Commissioners be requisite or expedient and that the said Lessee his executors administrators or assigns will pay to Her Majesty Her Heirs or Successors or to the said Commissioner or Commissioners on demand all the costs charges and expenses to be incurred thereby and also the amount of all damage occasioned by such neglect or omission the amount of such damage to be settled in case of difference by the Deputy Surveyor of Her Majesty's New Forest.
6. Not at any time during the said term to commit or suffer any damage or injury to be done to the said land or the trees or fences thereon and in case of any such damage or injury being done then that he the said Lessee his executors administrators or assigns will make full satisfaction

compensation and recompense to Her Majesty her heirs and successors or to the Tenants or Occupiers of the said premises as the case may be for all such damage or injury as aforesaid the amount thereof in case of difference to be settled by the Deputy Surveyor of Her Majesty's New Forest.

7. At the end or other sooner determination of the said term hereby granted to leave a fair and reasonable stock of game on the said premises.
8. Not to assign or underlet or otherwise part with to any person or persons whomsoever the right or license hereinbefore granted without the consent and approbation in writing of the said Commissioner or Commissioners first obtained.
9. To cause or procure every Assignment which shall with such consent as aforesaid be made of these presents or of the license hereby granted and all Probates of Wills and Letters of Administration affecting the premises to be within 6 calendar months from the date thereof enrolled in the Office of Land Revenue Records and Inrolments and a Minute or Docket thereof respectively to be entered in the Office of the said Commissioner or Commissioners.

And this Indenture further witnesseth that the said Sir Henry Brougham Loch doth under the powers hereinbefore referred to nominate depute and appoint the said Lessee to be Her Majesty's Game Keeper from the said 1st day of January 1883 for the term of 7 years thence next ensuing over and upon the said land hereinbefore described with full power license and authority to shoot kill and take any beasts or birds of chase or warren within the same land and also to take seize and destroy all unlawful dogs nets guns and engines used for the taking or destroying of such beasts or birds of chase or warren within the said land and the said Sir Henry Brougham Loch doth hereby direct the said Lessee to report to the said Commissioner or Commissioners once at least in every year the proceedings of him the said Lessee as such Game Keeper and Officer of Her Majesty as aforesaid.

Provided always And it is hereby agreed and declared that if the said yearly rent hereby reserved shall be unpaid for the space of 30 days next after any of the days hereinbefore appointed for payment thereof or if the said Lessee his executors administrators or assigns shall not observe and perform the covenants hereinbefore contained or any of them it shall be lawful for Her Majesty Her heirs and successors or for the said Commissioner or Commissioners on behalf of Her Majesty Her Heirs and Successors to determine and put an end to the right hereby granted by

giving to the said lessee his executors administrators or assigns or leaving for him or them at his or their or any of their usual or last known place of residence in England notice in writing of her his or their intention so to do and immediately after the delivery or service of such notice the grant and appointment hereinbefore contained shall cease and be void but without prejudice to the rights and remedies of Her Majesty in respect of any rent then due and any breach of covenant previously committed.

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 2nd and 3rd parts have hereunto set their hands and seals the day and year first above written.

Henry B. Loch

W. B. Leasher

Signed Sealed and Delivered by the within named Sir Henry Brougham Loch in the presence of

Russell Suray

Office of Woods &c - Whitehall Place.

Signed Sealed and Delivered by the within named William Barnaby Cashier in the presence of

W. Gillman - Banker

The Bank

Portsmouth.

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

15th February 1883

A. G. Hewlett
Keeper of the Records.

License to Hunt & F.

Dated 10th
February 1883.

Forest of
Dean.

Sir Henry B.
Loch K.C.B.

a Commissioner of
Her Majesty's Woods

_____ (to) _____
Sir Thomas H.
Crawley Bovery
Bart.

License to
sport over Chesnuts
Enclosure.

Printed

29/2/83
12/2/83
12/2/83
12/2/83
12/2/83


To all to whom these Presents shall come
I Sir Henry Brougham Loch K.C.B. a Commissioner of Her Majesty's Woods Forests and Land Revenues
Send Greeting Whereas Sir Thomas Hyde Crawley Bovery of Flaxley Abbey near Neunham in the County of Gloucester Baronet has applied to me as such Commissioner as aforesaid to grant to him my License under the Powers of the Acts 10th George the 4th Cap: 50 and 29 and 30 Victoria Cap: 62 to hunt hawk fish and fowl on and over such part of the Forest of Dean in the County of Gloucester as is hereinafter specified in consideration of the payment by him to the Crown of the Her Majesty's Woods annual sum of £8. And whereas I have as such Commissioner as aforesaid with the approval of the Commissioners of Her Majesty's Treasury determined to accede to such application Subject to the conditions and provisions hereinafter contained. Now therefore know Ye Sir Thomas H. Crawley Bovery Bart. that in consideration of the premises and with the approval of the Commissioners of Her Majesty I the said Sir Henry Brougham Loch as such Commissioner as aforesaid on behalf of Her Majesty Do hereby in pursuance of the powers of the Acts aforesaid and of all other powers (if any) enabling me Grant to the said Sir Thomas Hyde Crawley Bovery Bart. my License to Hunt Hawk Fish and Fowl on and over such part of the Forest of Dean in the County of Gloucester as is hereinafter specified and subject to the conditions and provisions hereinafter contained. And further know Ye that the part of the Forest of Dean to which this License is to extend and the conditions and provisions subject to which the same is granted are as follows that is to say:

- 1st This License to have effect as from the 1st day of January 1883 and to continue in force until revoked by me or other the Commissioner or Commissioners of Her Majesty's Woods Forests and Land Revenues for the time being in charge of the said Forest of Dean.
- 2nd This License is to extend to the Enclosure called or known as The Chesnuts Enclosure and to no other part of the said Forest of Dean.
- 3rd The said annual sum of £8. shall be paid to the Crown on or before the said 1st day of January in each year until this License is revoked (the next payment whereof will be due on the 1st day of January 1884) and if such annual sum shall not be so duly paid then upon such nonpayment this License shall become revoked.
- 4th The said Sir Thomas Hyde Crawley Bovery may when exercising the

privileges conferred by this license be accompanied by any other person or persons who shall on each such occasion have the same and no larger or other right to hunt hawk fish and fowl as the said Sir Thomas Hyde Crauley Bovey may be entitled to under this license.

5th If the said Sir Thomas Hyde Crauley Bovey or any person who may be exercising the privileges conferred by the 4th Article shall at any time commit any breach of the Conditions or Provisions herein contained such breach or act shall operate as an immediate and absolute revocation of the license hereby granted and no part of the rent paid shall be returned to the said Sir Thomas Hyde Crauley Bovey.

And I the said Sir Henry Brougham Loch do 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 I the said Sir Henry Brougham Loch have hereunto set my hand and seal this 10th day of February 1883.

Henry B 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.

13th February 1883.

J G Hewlett
Keeper of the Records.



Scheduled

This Indenture

made the 28th day of February
dated 28th February 1883 Between The Queen's Most Excellent
1883 Majesty of the 1st part Sir Henry Brougham Loch

H. C. B. the Commissioner of Her Majesty's Woods Forests and Land
New Forest. Revenues in charge of the hereditaments intended to be hereby demised
of the 2nd part and George Bunder of Lymington in the County

Sir Henry Brougham
Loch H. C. B. a
Commissioner of Her
Majesty's Woods &c.

of Southampton Brick and Tile Manufacturer heremaster called the Lessee
of the 3rd part Witnesseth that in consideration of the rent hereinafter
reserved and of the covenants and provisions hereinafter contained The
said Sir Henry Brougham Loch as such Commissioner as aforesaid in
exercise of the powers of the Acts 10 George the 4th Cap: 50 and 11th

Mr. George Bunder.

and 15th Victoria Cap: 42 and of all other powers in anywise enabling
him so to do and with ^{the consent} of The Lords Commissioners of Her Majesty's
Treasury signified by their Warrant dated the 22nd day of November

Lease of The
Victoria Tilery at
Brockenhurst.

1882 G.O.M. on behalf of Her Majesty demise and lease unto the Lessee
All that piece of land with the Cottage Wood House Drying Shed
and kiln and other buildings erected thereon containing by admeasurement

Commences
5th January 1883
Term of Years
Expires
5th January 1890

^{a. r. p.}
2. 3. 11 or thereabouts now or lately used as a Tilery and called or
known by the name of the Victoria Tilery situate at Brockenhurst
within the New Forest in the County of Hants which said premises
are delineated and colored Red and Green on the plan drawn in
the margin of these Presents Together with full power and authority

Rent £25
per annum.

for the Lessee to dig search for and raise the clay or brick earth
within or under the said piece of land or any part thereof and to
do perform and execute upon the said piece of land all acts
matters and things which may be requisite or necessary for the purpose
of working and converting the said clay or brick earth into bricks
drain pipes tiles or other articles or goods and of drying and burning
the same Together also with full power and authority subject to the
covenant hereinafter contained for the Lessee to dig search for and raise
the clay or brick earth from within or under such pieces of land adjoining
the piece of land hereinbefore described and not exceeding in the whole
one acre as may be from time to time set out by the Deputy
Surveyor for the time being of the New Forest To have and
to hold the said piece of land and premises hereinbefore
described and to use exercise and enjoy the powers and authorities
hereby granted unto the Lessee from the 5th day of January 1883
for the term of 7 years Paying therefor unto The Queen's
Majesty Her Heirs and Successors the yearly rent of £25. free from
all deductions (except Landlords Property Tax) such rent to be

paid to the Crown Receiver of the said premises by equal 12 yearly payments on the 5th day of July and the 5th day of January in every year the first half yearly payment of the said rent to be made on the 5th day of July 1883 And the Lessee hereby covenants with Her Majesty her heirs and successors in manner following that is to say:-

- 1 To pay to Her Majesty Her Heirs and Successors the said rent hereinbefore reserved at the times and in manner hereinbefore appointed for payment thereof. And that if default shall be made for the space of 21 days in payment of the aforesaid rent or any part thereof then and so often as the case shall happen the Queens Majesty Her Heirs and Successors or the Commissioner or Commissioners of Her Majesty's Woods Forests and Land Rev^d for the time being in charge of the premises hereby demised (hereinafter called 'the said Commissioner or Commissioners') or her his or their Agent may distrain all or any clay brick earth bricks tiles and other articles and goods machinery engines implements utensils horses carts carriages and other live or dead stock upon the premises hereby demised or any part thereof and all other the goods chattels and effects of the Lessee wherever the same may be and the same to sell and dispose of towards satisfaction and payment of the arrears of rent and of all costs and charges incident to or occasioned by such distress and sale.
- 2 To pay all Taxes rates tithes charges assessments impositions and outgoings whatsoever now or hereafter payable in respect of the said premises or any part thereof except the Landlords Property Tax.
- 3 To keep and uphold at all times during the said term and to leave at the end or sooner determination thereof in good and well substantial repair and condition all the buildings erections and works on the premises hereby demised.
- 4 Before searching for or getting any clay or brick earth to remove the top soil from the land from which the clay or brick earth shall be intended to be dug or got and immediately after the clay or brick earth shall have been dug and removed from any part of the said land to carefully level and slope the same and relay the top soil thereof to the satisfaction of the Queens Majesty her heirs and successors or of the said Commissioner or Commissioners.
- 5 To search for dig and raise the clay and brick earth in a fair and proper way and to carry on and manage all the works for the time being upon the said premises in the like manner as works of the like nature and situation are usually carried on and managed and to the satisfaction of the Queens Majesty her heirs and successors.

paid to the Crown Receiver of the said premises by equal 1/2 yearly payments on the 5th day of July and the 5th day of January in every year the first half yearly payment of the said rent to be made on the 5th day of July 1882. And the said land, covenants with the Majesty her heirs and successors in manner following that is to say:

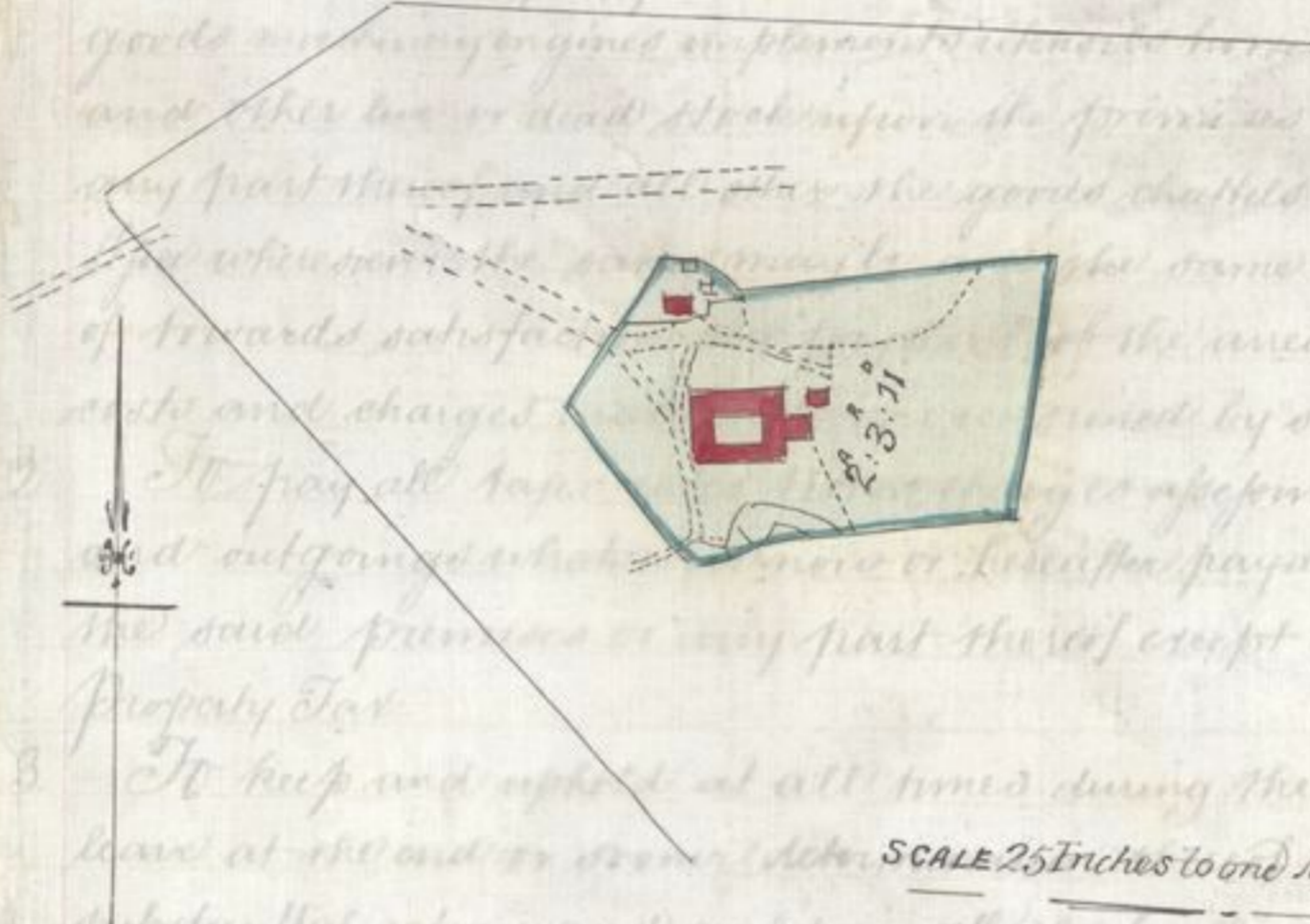
1. To pay: Her Majesty her heirs and successors the said rent hereinbefore reserved at the times and in manner hereinbefore appointed for payment thereof. And that if default shall be made for the space of 21 days in payment of the aforesaid rent or any part thereof and so often as the same shall happen the Queens Majesty her heirs and successors or the Commissioner or Commissioners of Her Majesty's Woods Forests and Land Revenue for the time being in charge of the premises hereby demised (hereinafter called the said Commissioner or Commissioners) or their or their Agent may distress all or any clay bricks earth lime stone tiles and other articles and goods and any engines implements and other things carts carriages and other live or dead stock upon the premises hereby demised or any part thereof and also the goods chattels and effects of the tenant or tenants of the premises hereby demised or any part thereof towards satisfaction of the arrears of rent and of all costs and charges incurred by such distress and sale.

2. To pay all taxes and outgoings which now or hereafter payable in respect of the said premises or any part thereof except the Landlords Property Tax.

3. To keep and uphold at all times during the said term and to leave at the end or ends thereof a substantial repair and condition all the buildings erections and works on the premises hereby demised.

4. Before reaching for or getting any clay or brick earth to remove the top soil from the land from which the clay or brick earth shall be intended to be dug or got and immediately after the clay or brick earth shall have been dug and removed from any part of the said land to carefully level and slope the same and relay the top soil thereof to the satisfaction of the Queens Majesty her heirs and successors or of the said Commissioner or Commissioners.

5. To search for dig and raise the clay and brick earth in a fair and proper way and to carry on and manage all the works for the time being upon the said premises in the like manner as works of the like nature and situation are usually carried on and managed and to the satisfaction of the Queens Majesty her heirs and successors.



or of the said Commissioner or Commissioners and to use the said piece of land hereby demised only for the purpose of getting clay and brick earth and making and manufacturing bricks drain pipes tiles and other articles and goods therefrom.

6. Before interfering in any way with any piece of land which may be hereafter set out for the extension of the works hereby demised by the Deputy Surveyor for the time being of the New Forest to pay to Her Majesty her heirs or successors the value (to be ascertained by the said Deputy Surveyor) of all timber and other trees thereon.
7. That the Queens Majesty her heirs and successors or the said Commissioner or Commissioners or her his or their Agent may at all times enter and inspect all or any of the pits and works for the time being on the said land hereby demised or worked or carried on by the Lessee under the powers hereby granted and the state and condition thereof and if any defect shall be found in the working or conducting of all or any part of the said pits and works or any want of reparation to any of the buildings erections and works shall be found then the Lessee shall on receiving notice to that effect correct amend and repair the same within the space of 2 Calendar months next after the date of such notice.
8. NOT at any time during the said term hereby granted to commit any unnecessary damage spoil or waste in or upon the land and premises hereby demised or any part thereof or in the exercise of the powers hereby granted.
9. IN the exercise of the powers hereby granted to do or permit or suffer to be done as little damage or injury as possible to the timber and other trees belonging to Her Majesty in other parts of the said New Forest and in case any such injury or damage shall appear the Lessee shall on demand pay to Her Majesty her heirs or successors compensation for such injury or damage occasioned as aforesaid the amount of which compensation shall be settled by the Deputy Surveyor for the time being of the said New Forest.
10. NOT to assign underlet or otherwise part with the demised premises or any part thereof for the whole or any part of the term hereby granted without the consent in writing of the Queens Majesty her heirs or successors or the said Commissioner or Commissioners for that purpose first had and obtained And to procure at his own costs all Assignments which shall at any time be made of these presents or of the premises hereby demised or any part thereof and all Probates of Wills and Letters of Admonition

I certify that a duplicate of this Deed has been deposited in the Office of Land Revenue Records and Assignments and in the Office of the Surveyor General of the New Forest.

affecting this Lease or the term hereby granted to be within 6 calendar months from the date thereof enrolled in the Office of Land Revenue Records and Inrolments and a Minute or Docket thereof respectively to be entered in the Office of the said Commissioner or Commissioners.

Provided always that if the said rent hereby reserved or any part thereof shall be in arrear for 60 days or if there shall be a breach of any of the covenants hereinbefore contained or if the said Lessee shall either voluntarily or involuntarily do or suffer to be done any act whereby or in consequence whereof his interest in the premises hereby demised shall become vested in any person or persons except by bequest or by representation as Executor or Administrator without such consent as aforesaid then and in any of the said cases the Queens Majesty her heirs and successors or the said Commissioner or Commissioners on her or their behalf may reenter upon and retain possession of the demised premises together with all engines tools machinery and other working gear and other matters then being on such premises in all respects as if these presents had not been made and in case of any such reentry there shall be payable by the Lessee to the Queens Majesty her heirs and successors in addition to any rent then due a proportionate part of the accruing rent for the then current half year up to the day on which such reentry shall have been made.

Provided also And it is agreed that all rights and obligations of the Lessee under these presents shall devolve with the leasehold interest hereby created and be accordingly enjoyed observed and performed by the person or persons in whom such interest shall for the time being be vested. And the said Sir Henry Brougham Lic. 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 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.

Henry B. Loch

George Bunbey

Signed Sealed and Delivered by the within named Sir Henry Brougham Loch in the presence of

Russell Lowray

Office of Woods &c. Whitehall Place

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

James Harold Roberts

Ashurst Lodge, Lyndhurst

1st Assistant to the Deputy Surveyor of the New Forest.

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
A.C. Newlett
Keeper of the Records.
5th March 1883.

Charged
15 March 1883

This Indenture made the 1st day of March 1883
 Dated 1st March 1883. Between the within named John Carpenter Garnier
 of the 1st part Sir Henry Brougham Loch K. C. B.
 the Commissioner in charge of Her Majesty's Woods Forests and Land
 County Revenues in charge of the premises demised by the within written
 of Indenture of the 2nd part and The Queens Most
 Southampton. Excellent Majesty of the 3rd part Whereas the
 messuages hereditaments and premises demised by the within written
 Indenture of the 2nd part was The Queens Most Excellent
 John Carpenter Garnier, Esq^r. 1871 and is made between The Queens Majesty of the 1st part the Honble
 M. J. . . . James Kenneth Howard of the 2nd part and the said John Carpenter
 Garnier of the 3rd part are still vested in the said John Carpenter
 The Queens Garnier for all the residue of the term of years thereby granted and
 Most Excellent Majesty. he has requested the said Sir Henry Brougham Loch as such
 Commissioner as aforesaid to accept on behalf of Her Majesty a
 Surrender as from the 1st day of October 1882 of the same premises
 of Leasehold which the said Sir Henry Brougham Loch with the consent of the
 10th Oct. 1871) Commissioners of Her Majesty's Treasury signified by their Warrant
 dated the 7th day of September 1882 has agreed to do. And
 this Indenture witnesseth that in pursuance of
 the premises All the said John Carpenter Garnier as Beneficial
 Owner and with the consent of the said Sir Henry Brougham Loch
 testified by his executing these presents DOth surrender to the
 Queens Majesty. All that messuage or dwellinghouse with the
 appurtenances therunto belonging called West Lodge. And also all
 those pieces of meadow or pasture land held therewith containing
 together 13. 2. 22 in the Parish of Soberton in the County of
 Southampton Together with all rights by the within written Indenture
 granted of sporting over the land called the West Walk in the late
 Forest of Bere in the Parish aforesaid and all other (if any) the
 hereditaments rights and premises demised and granted by the within
 written Indenture. And all the estate right title term and interest
 therein of the said John Carpenter Garnier To the intent and purpose
 that the term of years created by the within written Indenture and
 all the estate and interest rights and powers now subsisting under
 or by virtue of the same Indenture may be merged and extinguished
 in the reversion freehold and inheritance of the said premises now
 vested in Her Majesty in right of Her Crown. 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 Involments and the filing or making an entry of such deposit by the Keeper of the said Records and Involments. In witness whereof the said parties to these presents of the 1st and 2^d parts have hereunto set their hands and seals the day and year first above written.

J. Carpenter Garnier (S)
Henry B. Loch (S)

Signed Sealed and Delivered by the above named John Carpenter Garnier in the presence of

Charles R. Gunner
Solicitor

Bishops Waltham, Hants.

Signed Sealed and Delivered by the above named Sir Henry Brougham Loch in the presence of

Russell Surray
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 Involments and an entry thereof made or filed by me.

6th March 1883

P

H. G. Hewlett
Keeper of the Records

Edw

This Indenture made the 2nd day of March 1883.
 Dated 2nd March 1883. Between The Queens Most Excellent

Majesty of the 1st part Sir Henry Brougham
 C. of Southampton Loch K. C. B. the Commissioner of Her Majesty's Woods Forests

and Land Revenues in charge of the land and hereditaments intended
 to be hereby demised of the 2nd part and John Carpenter
 Loch, K. C. B. GARNIER of Rockbury Park in the Parish of Wickham in the

County of Southampton Esquire M. P. of the 3rd part Witnesseth
 a Commissioner of Her Majesty's Woods that in consideration of the rents and covenants hereinafter reserved

and contained and on the part of the said John Carpenter Garnier
 to be paid and performed The said Sir Henry Brougham Loch
 as such Commissioner as aforesaid in exercise of the powers of any
 Act passed in the 10th year of the reign of His late Majesty King
 John Carpenter
 Garnier Esq^r
 M. P.

Lease of a Treasury signified by their Warrant dated the seventh day of
 message called September One thousand eight hundred and eighty two demised and
 West Lodge and land lease unto the said John Carpenter Garnier his executors administrators
 containing 12. 3. 15 and assigns All that messuage or dwellinghouse with the
 together with the outbuildings gardens and appurtenances therewith belonging called
 right of shooting West Lodge And also All those pieces or parcels of
 over an allotment meadow or pasture land held therewith containing together twelve
 of land called acres three roods and fifteen perches more or less being part of
 West Walk containing an Allotment made to the Crown in the late Forest of Bere
 904 acres.

Which said messuage and land are situate in the Parish of
 Tisbury in the County of Southampton and are delineated and
 colored green and are more particularly described on the plans
 Commencing 1st October 1882 and reference in the margin of these presents Together with
 Term of years - 21 free license and authority for the said John Carpenter Garnier
 Expires 1st Oct: 1903 his executors, admors and assigns and his and their Friends,
 Servants and others with his or their permission from time to time

Rent for 1st quarter to enter upon and to preserve shoot kill and take away all hares
 £25 and thereafter rabbits pheasants partridges woodcocks and snipes and other
 £126. 7. 0 per game to be found in and upon a certain parcel of land called
 Annum... the West Walk containing nine hundred and four acres or
 thereabouts being other part of the said Allotment in the late
 Forest of Bere but subject nevertheless to the same right for the
 occupiers for the time being of such last mentioned land to kill

and take the ground game upon the premises in their respective occupations as is conferred upon every occupier of land by the Ground Game Act 1880 Except and reserved unto Her Majesty her heirs and successors all timber and other trees spires and saplings and all mines and mineral substances whatsoever and all quarries of Stone and Veins or beds of clay brick and tile earth gravel and sand in or upon the said land hereby demised with full liberty for the Officers Grantees Agents and Servants of Her Majesty her heirs and successors or any of them with horses cattle carts and carriages from time to time to enter upon the said land hereby demised to view cut down grub up saw work and convert the said trees spires and saplings and to dig search for get up work dress and make merchantable the said mineral substances stone clay brick and tile earth gravel and sand and the said excepted premises or any part thereof respectively to carry away and for the several purposes aforesaid to make and erect all warehouses engines machines sleds saw pits and other conveniences on the said demised land To have and to hold the said premises hereby demised unto the said John Carpenter Garnier his executors admors and assigns from the 1st day of October 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 for the first quarter of a year of the said term the sum of Twenty five pounds (which has been paid) and thenceforth during all the residue of the said term the clear yearly rent of One hundred and twenty six pounds seven shillings such last mentioned rent to be paid quarterly upon the first day of January the first day of April, the first day of July and the first day of October in every year Except that the payment for the last quarter of a year of the said term shall be made in advance on the 1st day of July next preceding the expiration of the same term and the first payment of such rent shall be made on the first day of April One thousand eight hundred and eighty three And also Paying yearly during the said term unto Her Majesty her heirs and successors above the said rent hereinbefore reserved the rent of £40 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 licence in writing of the said Sir Henry Prongham Loch or other the

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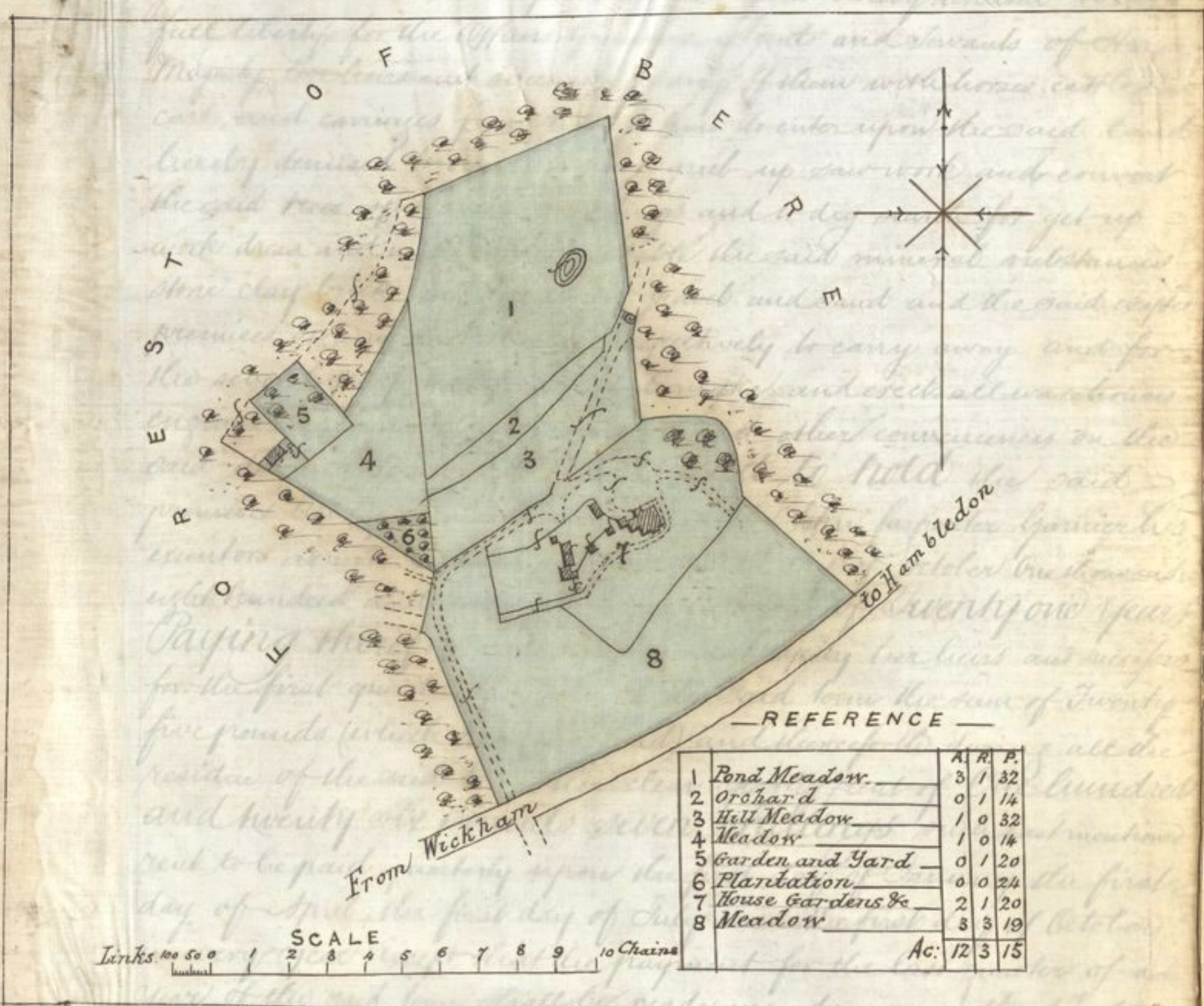
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and take the ground game upon the premises in their respective occupations as is conferred upon every occupier of land by the Ground Game Act 1880 Except and reserved unto The Queen's Majesty her heirs and successors all timber and other trees spires and saplings and all mines and mineral substances whatsoever and of all quarries of Stone and Veins or beds of clay brick and tile earth gravel and sand in or upon the said land hereby demised



the first payment of such rent shall be made on the first day of April One thousand eight hundred and eighty three And also Paying yearly during the said term unto The Queen's Majesty her heirs and successors above the said rent hereinbefore reserved the rent of £10 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 licence in writing of the said Sir Henry Prongham Lock or other the

Commissioners or Commissioners of Her Majesty's Woods Forests and
 Land Revenues for the time being in charge of the premises &
 expressed to be hereby demised who are hereinafter called the said
 Commissioner or Commissioners The said additional rent of
 £40 to be paid quarterly upon the days of payment aforesaid
 the first payment thereof to begin and to be made on such of the
 said days as shall next happen after the said additional rent
 shall have been incurred which said rent of £40 per acre
 is not to be considered as reserved by way of penalty but as a
 liquidated and fixed rent agreed to be paid in the case &
 aforesaid and which said rents or such of them as may &
 from time to time be payable are to be paid to 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 Landlord's Property Tax
 And the said John Carpenter Garnier for himself his heirs
 executors and assigns doth hereby covenant with the Queen's Majesty
 her heirs and successors in manner following that is to say that
 he the said John Carpenter Garnier his executors assigns and
 assigns will pay unto the Queen's Majesty her heirs and successors
 the said rents or sums hereby reserved upon the respective days
 and in the manner aforesaid and will during the said term
 pay the land tax tithe rent charges in lieu of tithes (together with
 a proportionate part of the accruing payments up to the day of
 the expiration or determination of this demise) drainage or sewer
 rates and all other taxes charges rates assessments and impositions
 whatsoever now or at any time hereafter to be taxed charged
 rated assessed or imposed in respect of the said premises except
 the Landlord's property tax And also will from time to
 time as occasion may require well and sufficiently repair and
 keep in good and substantial repair the said messuage and other
 buildings hereby demised and all other buildings from time to
 time erected on the demised premises together with all fixtures &
 therein and also the walls gates stiles mounds banks and bridges
 ledges and fences to the said demised premises belonging And
 will paint in a proper manner as often as may be necessary all
 such parts of the said messuage and buildings hereby demised
 or which may be hereafter erected as are or have been usually
 painted And will also once in every year in a proper manner
 clear out and cleanse all the ditches watercourses sluices sewers &

and drains belonging to the said premises And also that the
 said John Carpenter Garnier his executors admors and assigns will
 insure and at all times keep insured the said messuage and
 buildings hereby devised and all other buildings for the time being
 on the said premises from damage by fire in the joint names of the
 Queen's Majesty her heirs and successors and of him the said John
 Carpenter Garnier his executors admors and assigns in some or one of
 the Public Offices of Insurance against fire to be approved of in
 writing by the said Commissioner or Commissioners in the sum of
 £1500 at the least And will whenever required so to do shew to
 Her Majesty's said Receiver of the said premises for the time being
 the policy of Insurance and the receipt or receipts for the premium
 which shall have become payable in respect of such insurance for
 the current year And in default of such insurance being effected
 by the said John Carpenter Garnier his executors admors or assigns or
 of his or their producing such policy or receipt or receipts as aforesaid
 then the Queen's Majesty her heirs or successors or the Commissioner
 or Commissioners shall be at liberty to insure the said messuage
 and buildings or any of them in such name or names as she he
 or they may think fit in such amount as hereinbefore mentioned
 And all monies to be paid for such insurance shall be recoverable
 as rent reserved and in arrear And in case the said messuage
 and 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 applied in rebuilding and
 reinstating the same to the satisfaction of the said Commissioner
 or Commissioners or his or their Receiver or Surveyor and in case the
 monies to be received by virtue of such insurance shall not be
 sufficient for that purpose the said John Carpenter Garnier his executors
 admors or assigns will make good the amount of every such
 deficiency And also will on the determination of the
 said term hereby granted yield up all the said premises together
 with all new erections improvements and fixtures well and
 substantially repaired cleaved and kept in repair as aforesaid
 unto the Queen's Majesty her heirs and successors or to such person
 or persons as the Queen's Majesty her heirs and successors or the
 said Commissioner or Commissioners shall authorize to receive the
 same And further that the said John Carpenter Garnier his
 executors admors and assigns will permit the said Commissioner or

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Commissioners or his or their Agent at all reasonable 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 premises or any part thereof shall upon such examination be found defective or out of repair or not in a proper condition and notice in writing of any such matters shall be given to the said John Carpenter Garnier his executors administrators or assigns or left for him or them at the said messuage he the said John Carpenter Garnier his executors administrators or assigns will within the space of three calendar months next after every such notice shall have been so given or left as aforesaid supply and make good all such defects and wants of repairs and condition as aforesaid to the satisfaction of the said Commissioners or Commissioners and if the said first mentioned repairs shall not be well and sufficiently made good within the time aforesaid it shall and may be lawful to and for the said Commissioners or Commissioners to cause the same to be done by such person or persons as he or they shall think fit to employ therein and to charge the said John Carpenter Garnier his executors administrators and assigns with the expense of such repairs the amount of which shall and may be recovered by distress or otherwise as rent reserved and in arrears And further that he the said John Carpenter Garnier his executors administrators or assigns will properly manure the said land hereby demised immediately after every two successive crops of Hay shall have been taken off the same and at all other times as often as the said land may require manuring and will at all times during the said term keep and preserve the said land clean and in good heart and condition and will not mow any part of the said land hereby demised more than once during any one year And will leave in and upon the said premises hereby demised in the usual and proper places all the dung compost and manure arising from or brought upon the said premises during the last year of the said term for the use of Her Majesty her heirs and successors without requiring any allowance to be made for the same And further that he the said John Carpenter Garnier his executors administrators and assigns will at all times during the said term well and effectually drain such of the lands and premises hereby demised as shall from time to time require the same for the improvement thereof and make

and maintain proper drains for that purpose And further
 that he the said John Carpenter Garnier his executors admors
 and assigns will from time to time plant proper quickset hedges
 for the better subdivision of the said lands as shall be required
 by the said Commissioner or Commissioners or by such land surveyor as
 he or they may appoint for that purpose And also that he the
 said John Carpenter Garnier his executors admors and assigns will
 preserve all trees tellars pollards spires and saplings for the time
 being standing or growing upon the said lands hereby demised from
 bite of cattle or other injury and will not 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 damage so done as aforesaid And shall not
 nor will at any time during the continuance of this demise raise
 or remove any mineral substance stone clay brick or tile earth
 gravel sand or soil from 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 on the contrary shall
 and will use and manage the lands and premises hereby demised
 in a fair and husbandlike manner And also that he the said
 John Carpenter Garnier his executors admors or assigns will during the
 said term kill and destroy and effectually keep down the hares
 and rabbits in and upon the said parcel of land called the West
 Walk so as to prevent the number of hares and rabbits from
 increasing or impeding the good management of the said land
 or injuring the crops trees shrubs and fences thereon and in case
 the said John Carpenter Garnier his executors admors or assigns shall
 neglect or omit to kill and keep down the said hares and rabbits
 it shall be lawful for the said Commissioner or Commissioners (after
 giving to the said John Carpenter Garnier his executors admors or
 assigns or leaving for him or them at or upon the said demised
 premises fourteen days notice in writing for that purpose) to appoint
 any person or persons to kill and keep down the said hares and
 rabbits and the expense occasioned thereby together with the amount
 of all damage to arise from such neglect or omission shall be borne
 and paid by the said John Carpenter Garnier his executors admors
 and assigns And further that he the said John Carpenter
 Garnier his executors admors or assigns will not commit or suffer

any damage or injury to be done to the lands trees &
 fences or crops of Her Majesty or of her tenants or
 occupiers of the said land called West Walk or of any
 adjoining land belonging to Her Majesty and in case
 of any such damage or injury being done as aforesaid
 he the said John Carpenter Garnier his executors administrators
 or assigns will make full compensation and recompense
 for the same to Her Majesty her heirs or successors **And**
further that he the said John Carpenter Garnier his
 executors administrators or assigns will at the expiration
 of the said term leave a fair and reasonable stock of
 game upon the said land called West Walk for the
 use of Her Majesty her heirs and successors **And also**
 that he the said John Carpenter Garnier his executors or
 administrators will not assign the premises hereby demised
 or any part thereof without the consent in writing of the
 said Commissioners or Commissioners but nothing herein
 contained is to hinder or prevent the said John Carpenter
 Garnier his executors or administrators from demising or
 underletting the said demised premises including the
 right of preserving, shooting, killing and taking away hares
 and rabbits pheasants partridges woodcocks snipes and
 other game hereby granted for any part but not the whole
 of the said term of Twenty one years **And further**
 that he the said John Carpenter Garnier his executors or
 administrators or assigns will at his or their costs and
 charges 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 to be within six
 calendar months from the date thereof enrolled in the Office of
 Land Revenue Records and Inrolments and a minute or docket
 thereof entered in the Office of the said Commissioners for the
 time being of Her Majesty's Woods Forests and Land Revenues.
Provided and these presents are upon this express
 condition nevertheless that if the rents hereby reserved or
 either 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 payment thereof respectively
 or in case the said John Carpenter Garnier his executors or
 administrators 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. 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 or 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 never been made and thenceforth this present demise shall cease and determine. And the said Sir Henry Prougham Lock 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 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.

Henry B. (St.) Lock Carpenter Garnier (St.)

Signed sealed and delivered by the within named Sir Henry Prougham Lock in the presence of
J. Russell Bouray
Office of Woods,
Whitehall Place

Signed sealed and delivered by the within named John Carpenter Garnier in the presence of
Charles R. Spunner
Solicitor
Bishop's Walkham. Hants

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.

6th March 1883.

H. G. Hewlett
Keeper of the Records.

Dean Forest

1859/81.

Office of Woods, T. S. W.
5th June 1882Speech House Cooking
apparatus.

G. E. Francis

Putting interest in
charge.5th June 1882Sir,
Dean Forest

I am directed by Sir Henry Loch to inform you that the Crown has expended a sum of £30 upon the erection of a new cooking apparatus at Speech House and Mr Joyce has agreed to pay interest at 5% upon the outlay. You will therefore be good enough to charge yourself with the collection of interest at the rate of 5% per annum upon the said sum of £30 from 31st March 1881.

G. E. Francis Esq

I am, Sir,

Your obedient Servant
I Russell Lowry

Dean Forest

1803

Office of Woods, T. S. W.
23rd Oct 1882

Coke burning

Ship & at it Pits

Mess^{rs} Brain

Terms for permission

to burn coke

23rd Oct 1882

Gentlemen,

I am directed by Sir Henry Loch to acknowledge the receipt of Mr J. B. Brain's application of the 11th instant to burn coke near the Ship and at it. Pits and in reply I am to state that he will be willing to grant you permission to burn coke upon the piece of land shown by red colour on the enclosed plan conditionally on your paying to Mr Francis, the Crown Receiver, an acknowledgment of 5/- within a fortnight from this date and continuing to pay a like sum of 5/- on the 10th October in each year so long as this permission is not cancelled.

The permission will be strictly during the pleasure of the Commissioner, and you will have to make good any damage resulting to the Crown Plantations through such coke burning.

You will be good enough to state within a week if you intend to accept these terms.

I am,
Sir,Your obedient Servant
I Russell LowryMess^{rs} J. B. & W. B. Brain
Trafalgar Colliery
DrybrookDated 2
Feb 1882County
GloucesterThe
MorganThe 2nd
Most Excellent
MajestySurrender
of Lease

Dean Forest

1859/81.

Office of Woods, P. J. W.
5th June 1882

Speech House Cooking apparatus.

G. E. Francis

Putting interest in charge.

Sir, Dean Forest

I am directed by Sir Henry Loch to inform you that the Crown has expended a sum of £30 upon the erection of a new cooking apparatus at Speech House and Mr Boyce has agreed to pay interest at 5% upon the outlay. You will therefore be good enough to charge yourself with the collection of interest at the rate of 5% per annum upon the said sum of £30 from 31st March 1881.

5th June 1882

I am, Sir,
Your obedient Servant
J Russell Sowray

G. E. Francis Esq

Dean Forest

1500

Office of Woods, P. J. W.
23rd Oct 1882

Coke burning

Ship & at it Pits Gentlemen,

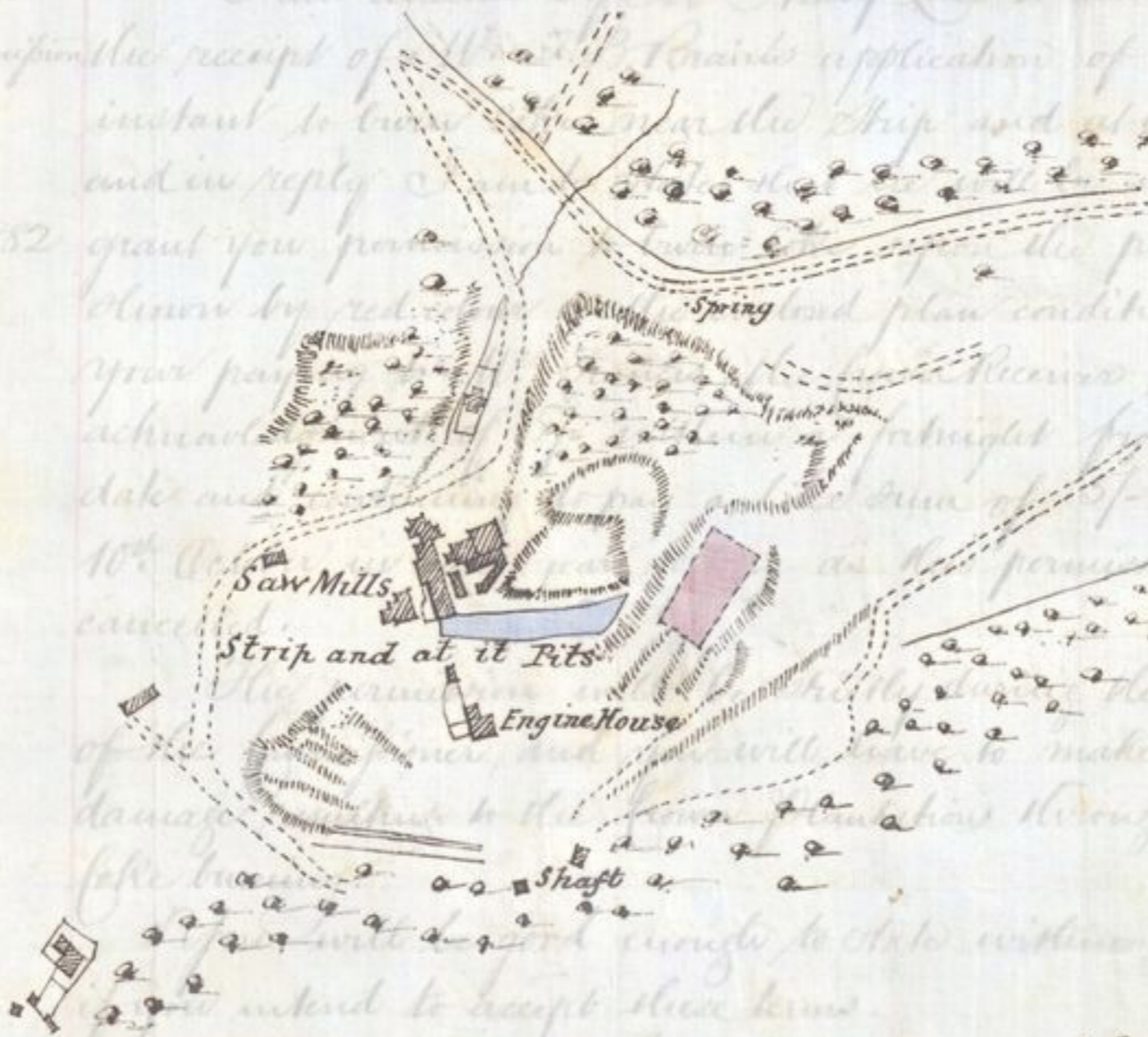
Messrs Braime

Terms for permission

to burn coke

23rd Oct 1882

I am directed by Sir Henry Loch to acknowledge the receipt of Mr Braime's application of the 11th instant to burn coke on the Ship and at it Pits and in reply to inform you that I am willing to grant you permission to burn coke on the piece of land shown by red lines on the plan conditionally on your paying the sum of £100 per annum for the coke and in addition the sum of £100 on the 10th of the month of August as the permission is not to be renewed unless you will have to make good any damage done to the land or to the shafts through the coke burning. You will be good enough to state within a week if you intend to accept these terms.



Scale, 3.157 Chains to an Inch Quantity Colored Red 0:0:30

A. R. P.

Copy of plan sent with letter of 23 Oct 1882 N. 1503 to Messrs J. B. & W. Braime Trafalgar Colly Drybrook.

Trafalgar Colliery
Drybrook

Dated 21st
Feb^r 1883.

County of
Gloucester

Tho^s H^o
Morgan Esq

The Queen's
Most Excellent
Majesty

Surrendered
of Lease of
St Briavels -
Castle and
Land dated
18th July 1866.

This Indenture made the twenty first day of February One thousand eight hundred and eighty three Between **Thomas Henry Morgan** of the first part Catherine Maria Peal of Queens Gate Terrace in the County of Middlesex Widow of the second part **Sir Henry Brougham Loch** K.B. B. a Commissioner of Her Majesty's Woods Forests and Land Revenues of the third part and **The Queen's Most Excellent Majesty** of the fourth part **Whereas** the Building known as St Briavels Castle and other premises demised by the within written Indenture of Lease which is dated the eighteenth day of July One thousand eight hundred and sixty six and is made between The Queen's Majesty of the first part The Honorable Charles Alexander Gore of the second part and William Henry Peal since deceased of the third part are now vested in the said Thomas Henry Morgan for all the residue of the term of years thereby granted **And whereas** the piece of land containing two roods or thereabouts situate on the west side of and near to St Briavels Castle aforesaid and comprised in an Agreement bearing even date with and made between the same parties as the within written Indenture is also vested in the said Thomas Henry Morgan for the remainder of the tenancy by such Agreement created **And whereas** the said Catherine Maria Peal is beneficially interested in the leasehold interest in the premises comprised in the within written Indenture and the said recited Agreement **And whereas** the said Sir Henry Brougham Loch as such Commissioner as aforesaid has agreed to accept on behalf of Her Majesty a Surrender as from the tenth day of October One thousand eight hundred and eighty two of the premises comprised in the within written Indenture and the said recited Agreement **Now this Indenture witnesseth** that in pursuance of the said premises He the said Thomas Henry Morgan as Trustee with the consent of the said Catherine Maria Peal as beneficial Owner testified by her executing these Presents and with the consent of the said Sir Henry Brougham Loch testified by his executing these Presents **Doth** Surrender to The Queen's Majesty **All that** building known as St Briavels Castle and the outbuildings thereto and all that piece of land held with the said castle containing with the site of the said castle and buildings one acre two roods and eighteen perches or thereabouts situate in the Parish of St Briavels in the County of Gloucester **And also** **All that** piece of land containing two roods or thereabouts situate on

the west side of and near to the said Castle and all other (if any) the premises comprised in the within written Indenture and the said recited Agreement respectively and thereby demised and agreed to be let respectively And all the estate right title term and interest therein of the said Thomas Henry Morgan To the intent and purpose that the term of years created by the within written Indenture and the tenancy created by the said recited Agreement and all the Estate and interest now subsisting in the said premises under or by virtue of the same Indenture and Agreement respectively may be merged and extinguished in the reversion freehold and inheritance of the said premises now vested in Her Majesty in right of Her Crown And the said Sir Henry Brougham Lock 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 first second and third parts have hereunto set their hands and seals the day and year first above written.

T. H. Morgan (St)
 C. M. Peel (St)
 Henry B Lock (St)

Signed sealed and delivered by the above named Thomas Henry Morgan in the presence of

G. Farwardine Francis
 Sol^r. - Shepston

Signed sealed and delivered by the above named Catherine Maria Peel in the presence of

W. H. Darby
 Lt. Royal Artillery. - Malwich

Signed sealed and delivered by the above named Sir Henry Brougham Lock in the presence of

J. Russell Swray
 Office of Woods &c. - Whitkiall 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

28th February 1883

Dated
 March
 Forest
 Beau
 Hunt
 P. B.
 The
 Owner
 Gales
 called
 Folly
 N^o 1
 Folly
 N^o 2
 Morgan
 Collier
 The
 Most
 Major
 Rele
 of
 Part
 N^o
 11 June
 N^o
 11 June

Re

This Indenture

Dated 10th March 1883.

Forest of Dean and Hundred of St Briavels.

The Regist^r Owners of the Gales of Coal called Morgan's Folly Colliery N^o 1 Morgan's Folly Colliery N^o 2 and Morgan's Folly Colliery N^o 3

The Queen's Most Excellent Majesty

Release of Shortworkings

N^o 1 11 June 1884
N^o 2 & 3 11 June 1887

made the tenth day of March One thousand eight hundred and eighty three Between **Osman Barrett** of Plas Hendre near Aberystwith in the County of Cardigan Esquire **The Reverend James Michaelmas Barrett** of St Margarets Vicarage, Lincoln, Clerk, **The Reverend William Luttrell** of Brampton Abbots in the County of Hereford, Clerk, and **James Fletcher Corbett** of the Exchange Birmingham in the County of Warwick Esquire of the first part and **Sir Henry Brougham Lock**, K.B., a Commissioner of Her Majesty's Woods Forests and Land Revenues and Her Majesty's Gavelor of and for the Forest of Dean in the County of Gloucester of the second called Morgan's Folly Colliery third part Whereas the said parties hereto of the first part are the registered Owners of the Gales of Coal called Morgan's Folly N^o 1 granted to Thomas Morgan on the seventh day of February One thousand eight hundred and forty three Morgan's Folly N^o 2 Colliery granted to said Thomas Morgan on the twenty seventh day of June One thousand eight hundred and forty three and Morgan's Folly N^o 3 granted to Samuel Morgan and the said Thomas Morgan on the eleventh day of March One thousand eight hundred and forty seven and whereas the holders of the said Gales have not bona fide commenced the opening thereof in violation of the fourth Rule specified in the second Schedule to the Dean Forest Mining Commissioners Award of Coal Mines dated the eighth day of March One thousand eight hundred and forty one and of the Award of the Forest of Dean Mining Commissioners of One thousand eight hundred and seventy one dated the eleventh day of June One thousand eight hundred and seventy two and the said Gales have become liable to be forfeited to The Queen's Majesty and whereas it has been agreed between the said parties hereto of the first part and the said Sir Henry Brougham Lock as such Commissioner and Gavelor as aforesaid that in consideration of the forbearance until the eleventh day of June One thousand eight hundred and eighty four as regards the first named Gale and until the eleventh day of June One thousand eight hundred and eighty seven as regards the two last named Gales of the execution of the rights of reentry so accrued as aforesaid to Her Majesty such release and surrender of shortworkings and such Covenants and Grants shall be executed as are hereinafter contained Now this Indenture witnesseth that the said parties hereto of the

first part Do by these Presents for themselves their heirs and assigns release surrender and renounce unto The Queen's Most Excellent Majesty her heirs and successors All right and liberty of them the said parties hereto of the first part their heirs and assigns and all persons holding through or under them of making up the accumulated ^{short} workings in respect of the Morgan's Tolly Colliery N^o. 1 of the years prior to the thirty first day of December One thousand eight hundred and eighty one and which amount to the sum of fifty pounds and of making up one moiety of the accumulated short workings in respect of the Morgan's Tolly N^o. 2 Colliery and the Morgan's Tolly N^o. 3 Colliery of the years prior to the said thirty first day of December One thousand eight hundred and eighty one and which moieties amount to the sums of One hundred and thirty nine pounds eleven shillings and eight pence and One hundred and six pounds eleven shillings and eight pence respectively Provided always and the said parties hereto of the first part Do for themselves their heirs and assigns Covenant and Agree with and to The Queen's Most Excellent Majesty her heirs and successors in manner following that is to say

- 1 That the said rights of reentry so accrued to Her Majesty her heirs and successors shall not be deemed to be waived by these Presents or by the receipt of rent or by the registration of any transfer of the said Gales or either of them before the registered Owners of the said Gales respectively shall have bona fide commenced the opening thereof.
- 2 That all powers of taking suing for or recovering and all obligations and covenants for payment of galeage rents dead or certain rents and royalty or tonnage duty shall be in force and shall apply with reference to the galeage rents dead or certain rent royalty or tonnage duty hereafter to become due in respect of the said Gales respectively without deduction of the short workings intended to be hereby released or any part thereof.
- 3 That nothing herein contained shall diminish or postpone any rights or powers of reentry or other rights or powers of Her Majesty her heirs and successors in respect of the said Gales respectively other than the particular rights of reentry agreed to be postponed as hereinbefore mentioned.

And it is hereby declared that it is the intention of

these presents that if the registered Owners shall as regards the first named Gale on the eleventh day of June One thousand eight hundred and eighty four and as regards the two last named Gales on the eleventh day of June One thousand eight hundred and eighty seven have continued in the occupation of the said Gales respectively paying the proper rents and royalties to the Crown without deduction on account of the shortworkings intended to be hereby released or any part thereof and duly observing the conditions under which they hold and shall have bona fide commenced the opening thereof before the respective dates aforesaid the particular rights of priority so agreed to be postponed as hereinbefore mentioned shall not be exercised 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 Involvements and the filing or making an entry of such deposit by the Keeper of the said Records and Involvements

In witness whereof the said parties hereto of the first and second parts have hereunto set their hands and seals the day and year first above written

Osman (St) Barrett
 James Michaelmas (St) Barrett
 William (St) Hulme
 James Fletcher (St) Corbett
 Henry B (St) Loch

Signed sealed and delivered by the within named Osman Barrett in the presence of - H. Halford Adcock, Eastgate, Lincoln, Clerk in Holy Orders.

Signed sealed and delivered by the within named James Michaelmas Barrett in the presence of - H. Halford Adcock, Eastgate, Lincoln, Clerk in Holy Orders

Signed sealed and delivered by the within named William Hulme in the presence of - George H. Hulme, Brampton Abbs, Ross, Gentleman

Signed sealed and delivered by the within named James Fletcher Corbett in the presence of - W. F. Haydon, The Exchange, Birmingham, Secretary to a Public Company

Signed sealed and delivered by the within named Sir Henry Brougham Loch in the presence of - J. Russell Lowry, Office of Woods & Mitchell place

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

10th April 1883.
 H. G. Hewlett
 Keeper of the Records