

Dated 12th
July 1883

Dean Forest
Nags Head
and Unity
Gales

Sir H. B.
Lock, K.B.,
the Commissioner
in charge and
Gaveller of Dean
Forest

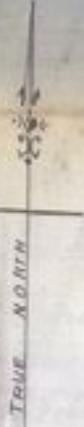
to
Mr. Simeon
Holmes

License
to remove certain
Barriers of Coal
in the Nags Head
and Unity Gales
with liberty to
convey Coal
from within
limits of Charles 1st
Bathurst Esq^r
of 2^d parting

Handwritten: This
This Indenture

made the twelfth day of
July One thousand eight hundred and eighty three. **Between**
Sir Henry Brougham Lock, K.B., one of the Commissioners
of Her Majesty's Woods Forests and Land Revenues and also the Gaveller
of the Forest of Dean in the County of Gloucester of the first part
The Queen's Most Excellent Majesty of the second
part Simeon Holmes of Highbury House near Lydney
in the said County of Gloucester Colliery proprietor of the third
part John Knowles of Westmead Pendlebury near Manchester
in the County of Lancaster Esquire, of the fourth part and named
Charles Evans Williams of Brynkiron Hall near Rhayader
in the County of Radnor Esquire, M.P. and Herbert Owen
Johns of Old Forge House in the County of Monmouth Esquire
of the fifth part **Witnesseth** the said Simeon Holmes is the
Registered Owner of a certain Gale or Colliery in the said Forest
of Dean and Hundred of St. Briavels called or known as the
Nagshead Colliery and the said John Knowles is the
Registered Mortgaged thereof and the said Simeon Holmes is also
the Registered Lessee for a term of Twenty years commencing from
the first day of January One thousand eight hundred and eighty
remove certain one of a certain other Gale or Colliery in the said Forest and
Barriers of Coal Hundred called the Unity Gale of which said last mentioned
in the Nags Head Colliery the said several persons parties hereto of the fifth part
and Unity Gales are the Registered Owners. **And whereas** in and by the
with liberty to grant of the Gale of the said Nagshead Colliery made by the
convey Coal Deputy Gaveller for the time being of the said Forest pursuant
from within to the provisions of the Statute first and second Victoria Chap:
limits of Charles 1st and bearing date on or about the seventeenth day of February
Bathurst Esq^r One thousand eight hundred and forty six it is provided and
through the said declared that against the North East and South West ends of the
Gales upon allotment of coal thereby granted and also against the line of
payment of a day workings of Old Cross Level Colliery a barrier of Coal twenty
May leave royalty yards in width should be left and it was also provided and
of 2^d parting declared that should any Coal within the boundaries described
in the said Grant lie under any portion of the Parish of Lydney
such Coal should be excepted out of the said Allotment. **And**
whereas in and by the grant of the Gale of the said Unity
Colliery in like manner made by the said Deputy Gaveller and
also bearing date on or about the said seventeenth day of February
One thousand eight hundred and forty six it was provided

and declared that at the North East and South West ends and also on the deep side of the allotment of Coal, hereby made a Barrier of Coal twenty yards in width should be left. **And whereas** the said Simeon Holmes alleges that he is also the Lessee of the Coal Mines or Measures or Tracts of Coal lying within or under certain Lands in the said Parish of Sydney the property of Charles Bathurst Esquire which abut upon or adjoin to the Naghead and Unity Gates or Collieries or certain parts thereof. **And whereas** the said Simeon Holmes hath (with the consent and concurrence of the said several persons parties hereto of the fourth and fifth parts as such Registered Mortgagee and Registered Owners respectively as aforesaid) lately applied to and requested the said Sir Henry Brougham Loch as such Commissioner and Gavellee as aforesaid to grant a License to work remove and dispose of the Barrier of Coal directed to be left at the South West end of the said Naghead Gate and also the Barrier of Coal directed to be left at the South West end of the said Unity Gate between the points B and C the points C and D and the points D and E on the plan hereto annexed whereon the barriers to be worked are coloured red and also a license to bring and convey any coal which may be found or gotten or raised from the said Barriers the working of which is intended to be hereby licensed and from within or under any lands of the said Charles Bathurst through the said Naghead and Unity Gates or either of them at any place between the points A, C, D and E shown on the said plan with which application and request the said Sir Henry Brougham Loch as such Commissioner and Gavellee as aforesaid hath agreed to comply upon the terms and conditions hereinafter expressed. **And whereas** a Notice has been published for three consecutive weeks in the Gloucester Journal, Dean Forest Guardian and Dean Forest Mercury Newspapers in the said Forest of Dean of the intention of the said Sir Henry Brougham Loch to license the removal of the aforesaid Barriers pursuant to the provisions of the Statute twenty four and twenty five Victoria Chapter 40 Section 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. All the said Sir Henry Brougham Loch as such Commissioner and Gavellee as aforesaid pursuant to and in exercise of the powers or authorities for this purpose given to or vested in him by the said Act of the twenty fourth and twenty fifth



KIDNALLS WOOD
(LYDNEY PARISH)

CHARLES BATHURST ESQUIRE

GROVE COTTAGE.

YORKLEY COURT ESTATE
(NEWLAND ESTATE)

Charles Bathurst Esquire.

CHARLES BATHURST ESQUIRE.

MAPLE HILL.

Scale 3.57 Chains to One Inch

Ten Acres



Victoria Chapter 110 and of all other powers or authorities in
 anywise enabling him in this behalf Both by these Presents
 give and grant unto the said Tameow Holmes his heirs executors
 admors and assigns and to the said John Knowles his heirs and
 assigns and to the said parties hereto of the fifth part their heirs
 and assigns according to their respective Estates and interests in
 the said Naghead Colliery and Unity Gale respectively his
 license and permission (determinable nevertheless as hereinafter
 provided) to work sell and dispose of all the Coal which may be
 found in the aforesaid Barrier at the South west end of the said
 Naghead Colliery and in the aforesaid Barrier at the South West
 end of the said Unity Gale between the points B. and C., the
 points C and D, and the points D and E on the said Plan.
 Subject nevertheless to the like royalties payments conditions rules
 and regulations as the remainder of the Coal in the said Naghead
 and Unity Gales or Collieries are or shall be respectively subject
 to including the conditions rules and regulations hereby imposed
 with full liberty to carry and convey the same and also (with
 the consent and concurrence of the parties for the time being entitled
 to work the same) any Coal which may from time to time be
 found gotten or raised from within or under lands of the said
 Charles Bathurst through the said Naghead and Unity Gales
 or either of them upon the terms of paying such way leave royalty
 or tonnage duty as is hereinafter provided and covenanted to be
 paid. And this Indenture further witnesseth
 that in further pursuance of the said Agreement and in
 consideration of the premises He the said Sir Henry Brougham
 both as such Commissioner and Gavellee as aforesaid in exercise
 of all Statutory and other powers hereunto enabling him Both
 hereby declare that the License hereby granted is and shall
 at all times hereafter be under and subject to the royalties
 conditions rules and regulations hereinafter following and He
 the said Tameow Holmes with the privity of the said John
 Knowles and so far as relates to the Coal which may be gotten and
 raised from and to the workings in and to the Coal which may
 be conveyed through the Naghead Colliery and (during the
 continuance of the said term of Twenty years) the Unity Gale or
 either of them Both hereby for himself his heirs executors admors
 and assigns Covenant. And They the said parties hereto of
 the third part so far as relates to the Coal which may be gotten

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and raised from and to the workings in and to the Coal which may be conveyed through the said Unity Gale after the expiration or sooner determination of the said term of Twenty years Do hereby for themselves their heirs and assigns and each of them Doth hereby for himself his heirs and assigns Covenant with the Queen's Majesty her heirs and successors That the persons for the time being in possession or receipt of the proceeds of the said Nagshead Colliery and the Unity Gale respectively shall and will during the subsistence of this License well and truly pay or cause to be paid unto the Queen's Majesty her heirs and successors for and in respect of the Coal which may from time to time be gotten from the said respective Barriers hereby intended to be licensed to be removed such and the like royalties or tonnage duties as are now payable or may hereafter during the subsistence of this license become payable to Her Majesty for or in respect of the Coal which may from time to time be gotten from the said Nagshead and Unity Collieries respectively to which the said several Barriers respectively belong And also a way leave royalty or tonnage duty of Two pence per ton on all Coal which shall have been at any time after the first day of January One thousand eight hundred and eighty two or which shall hereafter be gotten or raised from within or under any lands of the said Charles Bathurst and be brought or conveyed through the said Nagshead and Unity Gales or either of them All which said royalties way leave royalties and tonnage duties shall be paid and accounted for on the several days and times on which the royalties or tonnage duties for the time being payable in respect of the said two several Gales or Collieries shall for the time being be respectively payable And further that the persons for the time being in possession or in receipt of the proceeds of the said respective Gales or Collieries shall and will at all times hereafter in addition to the Accounts which they are now required to keep and render of all Coal gotten from the said respective Gales or Collieries (including the Barriers hereby intended to be licensed) keep fair and legible books of Account containing true regular and exact entries of the weight measure or quantity of all Coal which shall be gotten or raised from within or under any Lands of the said Charles Bathurst and be brought or conveyed through the said Nagshead and Unity Gales or Collieries or either of them or through any pit or pits to the same Collieries respectively belonging and shall and will at the days on which the said way leave royalties and tonnage

duties shall be payable and at all other times whenever required so
 to do render to the said Sir Henry Brougham Loche as such Commissioner
 and Gavellee as aforesaid or to the Gavellee or Deputy Gavellee or
 the Receiver of Crown Rents for the time being of the said Forest true
 and correct copies of such Accounts and will at all times hereafter -
 keep at or upon the Naghead Colliery or the Unity Colliery true and
 correct plans measurements and sections plotted to a scale of three
 chains to an inch and fully dialled up every three months of all
 workings and explorations in all lands of the said Charles Bathurst
 the Coal in or under which shall for the time being be gotten or
 raised through the said Naghead and Unity Collieries or either of
 them or through any pit or pits to the same Collieries respectively
 belonging and whenever required so to do render to the said Sir Henry
 Brougham Loche as such Commissioner and Gavellee as aforesaid or
 to the Gavellee or Deputy Gavellee for the time being of the said Forest
 true and correct copies of or extracts from such plans measurements
 and sections or any of them and will at all times whenever required
 so to do produce and shew such Books of Account Plans measurements
 and sections to the Deputy Gavellee or to the Receiver for the time
 being of the said Forest and permit and suffer them or either of
 them to take any extracts from or copies of the same or any of
 them and will give any explanation that may be required in
 relation to the same or any of them. And it is hereby
 declared and agreed by and between the several parties hereto
 and these Presents are upon the express condition that no Coal shall
 at any time without the license in writing of the Gavellee of the
 said Forest in that behalf be carried and conveyed through the
 said Gales or Collieries respectively except Coal gotten and raised
 from some part of the said Gales or Collieries including the
 barriers hereby licensed to be worked or from or under some part
 or parts of the lands of the said Charles Bathurst. And it is
 hereby declared that the several provisions conditions and clauses
 hereinbefore contained shall be conditions rules and regulations of
 each of the said Gales or Collieries namely the Naghead Colliery and
 the Unity Gale. And it is hereby further declared and
 agreed that the license hereby granted shall be held only during
 pleasure and may be cancelled or revoked by the Gavellee for the
 time being of the said Forest at any time on the thirtieth day of
 June or the thirty first day of December in any year upon giving
 to the Licensees or any of them or leaving upon either of the said

Gates or Collieries or at the last known place of abode or business of the said Licensees or any of them six calendar months previous notice in writing to that effect AND the said Sir Henry Brougham Loctd 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 first third fourth and fifth parts have hereunto set their hands and seals the day and year first above written.

Henry Bth Loctd Timeon Holmes (S. J. & Evans Williams)
 John Knowles (S) Herbert Owen (S) John

Signed sealed and delivered by the within named Sir Henry Brougham Loctd (the name of the said John Knowles having been first inserted throughout instead of the name of Edward Smith) in the presence of

J Russell Sowray

Office of Woods &c. - Whitehall Place

Signed sealed and delivered by the within named Timeon Holmes in the presence of

John Oakes Holmes

Surveyor, Lydney, Glos:

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

John Nixon

Puddlebury, Lancashire - Secretary

Signed sealed and delivered by the within named Samuel Charles Evans Williams in the presence of

Wm. Negus - by Line: Inu. Tds. - Sol^r

Signed sealed and delivered by the within named Herbert Owen Johns in the presence of

Emma Northwood

Spinster, Domestic Servant

Lower Garthmyl, Montgomeryshire

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

17th July 1883.

H. G. Hewlett
 Keeper of the Records

at

Roll of the

Dated 20th July 1883.

This Indenture

Forest of Dean and Hundred of St. Briavels

made the twentieth day of July One thousand eight hundred and eighty three Between Alfred James Brain of the Hawthorns near Mitcheldean in the County of Gloucester Esquire of the first part Sir Henry Brougham Lock, K.C.B., a Commissioner of Her Majesty's Woods Forests and Land Revenues and Her Majesty's Gavelled of and for the Forest of Dean in the County of Gloucester of the second

The Registered part and

The Queen's Most Excellent Majesty of the Owner of the third part Whereas the said Alfred James Brain is the

Gale of Coal called the "True Blue Colliery"

registered Owner of the Gale of Coal called "True Blue Colliery" near the "True Blue Peazeall Colliery" described in the First 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

to

whereas the holders of the said Gale have not bona fide commenced opening the same in violation of the fourth Rule specified in the Second Schedule to the said Award and of the Award of the Dean Forest 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 Gale has become liable to be forfeited to the Queen's Majesty

The Queen's Most Excellent Majesty.

and whereas it has been agreed between the said Alfred James Brain and the said Sir Henry Brougham Lock as such Commissioner and Gavelled as aforesaid that in consideration of the forbearance until after the eleventh day of June One thousand eight hundred and eighty five of the execution of the right 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 Alfred James Brain doth by these presents for himself his heirs and assigns release surrender and renounce unto the Queen's Most Excellent Majesty her heirs and successors All right and liberty of mine the said Alfred James Brain his heirs and assigns and all persons holding through or under him of making up the accumulated Shortworkings in respect of the said Gale of the years prior to the thirty first day of December One thousand eight hundred and eighty two and which amount to the sum of thirty pounds Provided always and the said Alfred James Brain doth hereby for himself his heirs and assigns Covenant and Agree with and to the Queen's Most Excellent Majesty her heirs and successors in manner following

Release of

Shortworkings

of

Shortworkings

of

Shortworkings

of

Shortworkings

of

Shortworkings

of

Shortworkings

of

Shortworkings

of

Shortworkings

of

Shortworkings

of

Shortworkings

24 July 1883
Witnessed and an entry thereof made on the Roll of the
M. G. Mitchell
Keeper of the Records

that is to say

1. That the said right 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 Gale before the registered Owners of the said Gale shall have bona fide commenced the opening thereof.
2. That all powers of taking mining 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 rent dead or certain rent royalty or tonnage duty hereafter to become due in respect of the said Gale without deduction of the shortworkings 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 Gale other than the particular right 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 on the eleventh day of June One thousand eight hundred and eighty five have continued in the occupation of the said Gale 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 that date the particular right of reentry 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.

Alfred J. Brain Henry B. St. Loch
Signed sealed and delivered by the within named Alfred James Brain in the presence of - James Evans, Quartermaster, Gloucestershire, Militia
Signed sealed and delivered by the within named Sir Henry Brougham Loch in the presence of - J. Russell Cowray - Office of Woods & Forests, Whitehall 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
W. G. Marshall
Keeper of the Records
21st July 1885

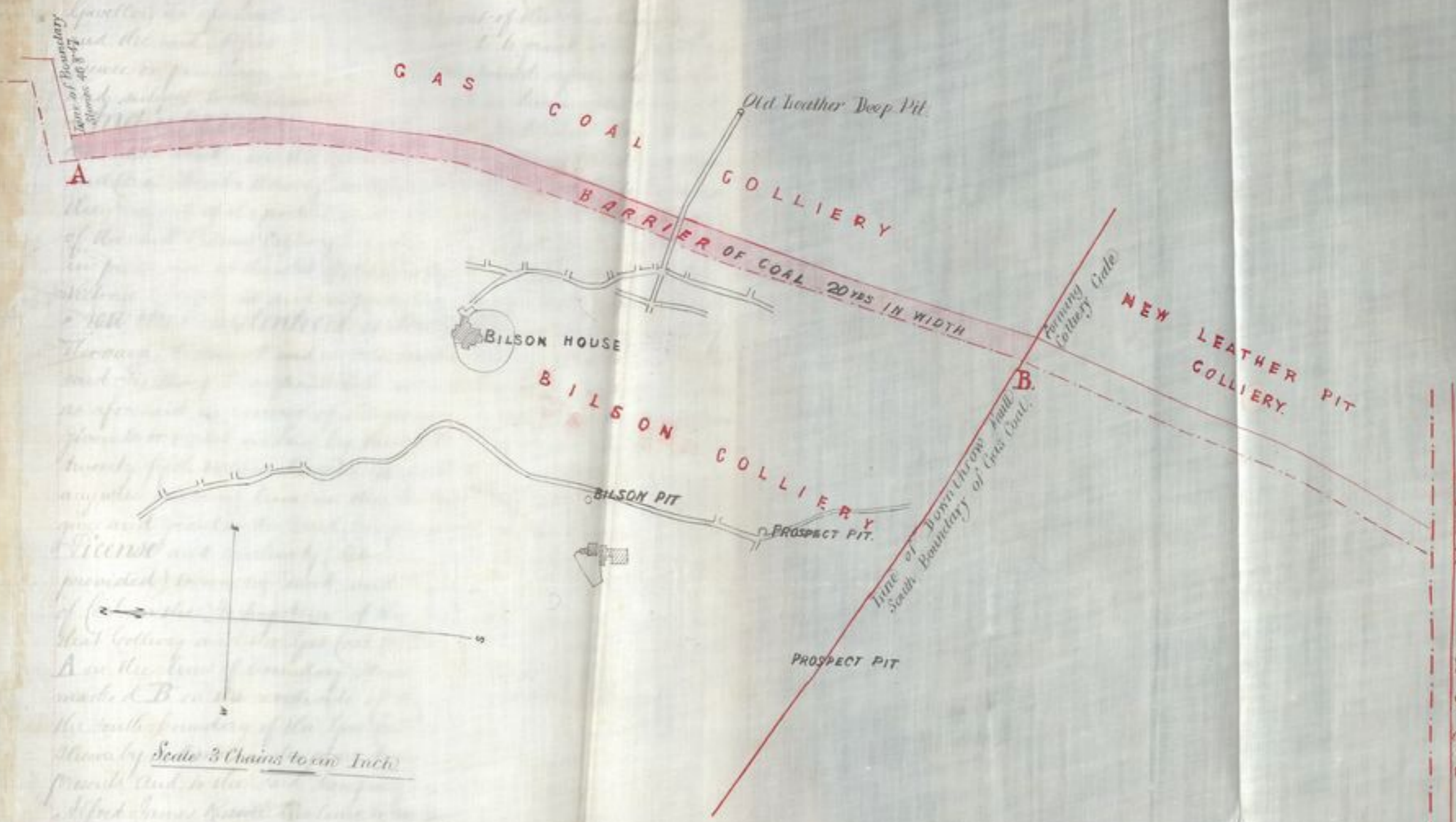
Ban Licence

Dated 11th February 1883 **This Indenture** made the fourteenth day of February One thousand eight hundred and eighty three Between **Sir Henry Brougham Loch, K.C.B.**, 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 Gavelled Gas Coal Colliery of the said Forest of the first part **The Bilson and Crumpton New Leather Pit Collieries Company Limited** (hereinafter called the said Company) Colliery & Tormentor of the second part and **Alfred James Russell** of Bishops Cleeve Colliery 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 on the land side in the Starkey vein of coal in part by a certain Gale or Colliery known as the Gas Coal Colliery and in other part by a certain Gale or Colliery known as the New Leather Pit and in the Rocky vein of Coal by a certain Gale or Colliery known as the Tormentor and Teazeall Colliery **And whereas** the said **Alfred James Russell** is the registered Owner of the said Gale or Colliery known as The Tormentor and Teazeall Colliery **And whereas** the said **Sir Henry Brougham Loch** as such Commissioner and Gavelled aforesaid upon the request of the said Company and the said **Alfred James Russell** and by an Indenture dated the seventh day of June One thousand eight hundred and eighty two and made between the same parties as these presents granted to the said Company and their assigns permission to work a portion of the barrier of coal in the Rocky vein of the said Bilson Colliery between that Colliery and the Tormentor and Teazeall Colliery with permission for the said Company with the consent of the said **Alfred James Russell** or for the latter with the consent of the former to carry and convey to land through the Pit or Pits of the said Tormentor and Teazeall Colliery all the Rocky and Starkey coal therein particularly described but which description did not include the portion of the Barrier the subject of this present Licence **And** by the same Indenture the said Company and the said **Alfred James Russell** covenanted to pay to Her Majesty her heirs and successors on the days therein mentioned and in addition to the usual royalties or tonnage duties then payable or to become payable in respect of the coal to be gotten from the said Bilson Colliery including the Barrier thereby licensed

License to remove part of the Barrier in the Starkey vein of the Bilson Colliery and to work the same & also the Gas Coal Colliery & New Leather Pit Colliery thro' the Bilson and Tormentor & Teazeall Collieries

a Way leave or additional Royalty or Tonnage duty of one penny per ton for all coal which should be gotten from the Bilson Colliery and should be brought through the Tormentor and Teazcally Colliery or any Pit or Pits thereto belonging. And whereas the said Sir Henry Brougham Loch as such Commissioner and Gaveller as aforesaid has at the request of the said Company and the said Alfred James Russell agreed to grant such further license or permission as is hereinafter contained upon the terms and subject to the covenants and conditions hereinafter expressed. And whereas a notice has been published for three consecutive weeks in the Gloucester Journal (Deau Forest Guardian and Deau Forest Mercury Newspapers of the intention to licence the removal of the portion of the Barrier in the Starkey Seam of the said Bilson Colliery which is the subject of this Licence in pursuance of the Act of the twenty fourth and twenty fifth Victoria Chapter 110 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 the said Sir Henry Brougham Loch 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 twenty fourth and twenty fifth Victoria Chapter 110 and of all other powers in anywise enabling him in this behalf. Both by these presents give and grant to 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 Starkey Vein of the said Bilson Colliery lying between that Colliery and the Gas coal Colliery from the point marked **A** on the line of boundary Stones N^o 146 and 147 to the point marked **B** on the north side of the Downthrow Fault forming the south boundary of the Gas coal Colliery Gale as indicated and shown by red color on the plan drawn in the margin of these presents and to the said Company and their assigns and the said Alfred James Russell his heirs or assigns or any of them with the consent of the others of them License and Authority (determinable as aforesaid) to carry and convey to Land through the said Tormentor and Teazcally Colliery and any Pit or Pits belonging thereto all or any part of the coal found in the portion of the Barrier in the Starkey Vein of the said Bilson Colliery shown by the red color on the said plan and also with the consent and concurrence of the person or

as they have the right of way...
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 and shall be...
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Line of Stones No 28 & 29

plan and also with the consent and concurrence of the persons...

persons for the time being entitled to the possession of the Gas
 Coal Colliery and the New Leather Pit Colliery respectively to carry
 and convey to land all or any part of the Coal which may be
 found in such Collieries respectively through the said Bilson
 Colliery and the said Tormentor and Teazeall Colliery and any
 Pit or Pits belonging to such Collieries or either of them Subject
 nevertheless as regards the portion of the Barrier hereinbefore
 licensed to the like royalties payments conditions rules and
 regulations as the remainder of the Coal in the said Bilson Colliery
 is or shall be subject to including the additional way leave
 royalty and the conditions covenants rules and regulations payable
 under and contained in the hereinbefore mentioned license dated
 the seventh day of June One thousand eight hundred and eighty
 two and subject as regards the Gas Coal Colliery and New Leather
 Pit Colliery respectively to the Royalties payments and conditions
 rules and regulations to which the same shall for the time
 being be subject and subject also to the Covenants and Conditions
 hereinafter contained **And this Indenture also**
witneseth that in consideration of the premises the said
 Company hereby covenanting for themselves and their assigns
 and the said Alfred James Russell hereby covenanting for
 himself his heirs executors admors and assigns Do hereby
 jointly and severally covenant and agree with Her 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 admors shall
 and will well and truly pay to the Queen's Majesty her heirs
 and successors on the 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 Gas Coal Colliery and
 the New Leather Pit Colliery respectively a way leave 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 Gas Coal Colliery
 and New Leather Pit or either of them and shall be brought
 through the said Bilson Colliery and the said Tormentor and
 Teazeall Colliery or either of them or any pit or pits belonging
 to such Collieries or either of them **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 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 or either of them or
 their or either of their respective assigns heirs executors and admors
 from or out of the said Gas Coal Colliery and New Leather Pit Colliery
 or either of them and be brought through the said Bilson Colliery
 and Tormentor and Teazeall Colliery or either of them or any pit
 or pits belonging to such Collieries or either of them and shall and
 will half yearly or whenever required so to do render to the Gaveller
 or Deputy Gaveller for the time being or the Receiver of Crown Rents for
 the time being of the said Forest of Dean true and correct copies of
 such Accounts and will at all times hereafter keep at or upon the
 said Tormentor and Teazeall Colliery or at or upon the said Gas
 Coal Colliery and New Leather Pit Colliery respectively true and
 correct plans measurements and sections of all the workings and
 explorations in such last mentioned Gales or Collieries respectively plotted
 to a scale of three chains to an inch and fully dialled up every
 three months and will at all times when required so to do produce
 and shew such Books of Account plans measurements and sections
 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 from or
 copies of the same or any of them And also will give any explanation
 that may be required in relation to the same or any of them
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 further license in writing
 of the Gaveller of the said Forest in that behalf be carried or
 conveyed through the said Bilson and Tormentor and Teazeall
 Collieries respectively except Coal so carried and conveyed under
 the authority of the said License dated the seventh day of
 June One thousand eight hundred and eighty two and except
 Coal gotten and raised from the portion the subject of this License
 of the Barrier in the Starkey vein of the said Bilson Colliery
 and Coal gotten and raised from the Gas Coal Colliery and New
 Leather Pit respectively in pursuance of this License 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 Bromham 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 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 and third parts have hereunto set their hands and seals and the said Company have caused their Common Seal to be hereunto affixed the day and year first above written.

Henry B. St. Loch -  - Alfred James St. Russell

Signed sealed and delivered by the within named Sir Henry Bromham Loch in the presence of
 J. Russell Sowray
 Office of Woods &
 Mitchell Place

Signed sealed and delivered by the within named Alfred James Russell in the presence of - Ernest & Alfred Northey Mining Engineer, Cinderford, Gloucestershire. -

The Common Seal of the within named Company was hereunto affixed in the presence of
 John Samuel Feast
 Secretary of the Bilson & Crumpton Collieries Co. Ltd. - 2 Moorgate Street Buildings - London. E.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

20th July 1883. H. G. Hewlett
Keeper of the Records

Date
 July
 C. of J.
 Edw.
 Esq.
 The
 most
 Major
 Jur
 of Sea
 (dated
 May
 of law
 Spoting
 (Lease
 Book
 page
 Rent

Surrender not scheduled

This Indenture

Dated 3^d July 1883. One thousand eight hundred and eighty three Between Edward Barrett of Fifth End Kingsley near Alton in the County of Hants C. of Southampton Esquire, and Robert Barrett of Wadhams Colley, Oxford, Esquire of the first part Sir Henry Brougham Lock, K. C. B., Edw^d. Barrett the Commissioner of Her Majesty's Woods Forests and Land Revenues in Esq^y & another charge of the hereditaments and premises demised by the within written Indenture of the second part and The Queen's Most Excellent Majesty of the third part Whereas the hereditaments and The Queen's premises demised by the within written Indenture of Lease which is Most Excellent dated the twenty third day of May One thousand eight hundred and seventy and is made between The Queen's Majesty of the first part The Honorable James Kenneth Howard of the second part and Robert Byler Barrett (since deceased) of the third part are now vested in the said Edward Barrett and Robert Barrett for all the residue of the term of years thereby granted and they have requested the said Sir Henry Brougham Lock as such Commissioner as aforesaid to accept on May 1870) behalf of Her Majesty a Surrender as from the fifth day of April of land and One thousand eight hundred and eighty three of the same premises which the said Sir Henry Brougham Lock with the consent of the Commissioners of Her Majesty's Treasury signified by their Warrant dated the twenty eighth day of April One thousand eight hundred and eighty three has agreed to do Now this Indenture witnesseth that in pursuance of the premises They the said Edward Barrett and Robert Barrett with the consent of the said Sir Henry Brougham Lock testified by his executing these Presents Do and each of them Doth surrender to The Queen's Majesty All that Cottage or tenement and land in the Parish of Binsted in the County of Southampton And all the right of Shooting and sporting over the two pieces of land called Goose Green and Hobkwood Plantations situate within the bounds of the late Forest of Alice Holt in the said County and all other (if any) the rights and premises granted and demised by the within written Indenture To the intent and purpose that the term of years created by the within written Indenture and all the estate rights and interest now subsisting under or by virtue of the same Indenture may be merged and extinguished And the said Edward Barrett and Robert Barrett do hereby jointly and each of them doth hereby separately covenant with The Queen's Majesty her heirs and successors that they the said Edward Barrett and Robert Barrett or one of them now have or hath in themselves

Surrender of Lease (dated 23rd May 1870) of land and sporting.

Lease ent^d Book 13 page 70.

Rental

or himself good right and full power to surrender the said premises in manner aforesaid 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 first and second parts have hereunto set their hands and seals the day and year first above written.

Edw: Barrett (S)

Robert Barrett (S)

Henry B Loch (S)

Signed sealed and delivered by the above named Edward Barrett in the presence of

Richard Mason

of Faruham, Surrey

Solicitor

Signed sealed and delivered by the above named Robert Barrett in the presence of

Richard Mason

of Faruham, Surrey

Solicitor

Signed sealed and delivered by the above named Sir Henry Brougham Loch in the presence of - J Russell Furray, 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 Enrolments and an entry thereof made or filed by me.

H. G. Hewlett

Keeper of the Records

27th July 1883.

Date July

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or himself good right and full power to surrender the said premises in manner aforesaid 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 first and second parts have hereunto set their hands and seals the day and year first above written.

Edw: Barrett (S)

Robert Barrett (S)

Henry B Loch (S)

Signed sealed and delivered by the above named Edward Barrett in the presence of

Mason

Esq, Surrey

Solicitor

Signed sealed and delivered by the above named Robert Barrett in the presence of

the above named Robert

Mason

Esq, Surrey

Solicitor

Signed sealed and delivered by the above named Sir Henry Brougham Loch

Office of Woods & Forests

by the above named Sir

in the presence of - Russell Fowray,

Esq, Clerk of the Council

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 caused to be made by me.

H. G. Hewlett

Keeper of the Records

27th July 1883.

Date July Court South Pri Loch a found Majest 1: - Eduw Barre LL of pre contain a 23. 1. the Bar Binste of the over the and the contain a 4th. 1. withu Forest of Holt. Term con 5th Apr Term of yeate Term exp 5th Apr Rest per Ann ellmore

or himself good right and full power to surrender the said premises in manner aforesaid And the said Sir Henry Brougham Lockhart 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 first and second parts have hereunto set their hands and seals the day and year first above written.

Edw. Barrett (S)

Robert Barrett (S)

Henry B. Lockhart (S)

Signed sealed and delivered by the above named Edward Barrett in the presence of

Richard Mason

of Tarrham, Surrey

Solicitor

Signed sealed and delivered by the above named Robert Barrett in the presence of

Richard Mason

of Tarrham, Surrey

Solicitor

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

Russell Fowray, Esq. of the Office of Woods and Forests

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 by me.

H. G. Hewlett, Keeper of the Records

27th July 1883.



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For Memorandum correcting acreage of Millers Piece see margin of page 531.

This Indenture

Dated 4th July 1883

made the fourth day of July One thousand eight hundred and eighty three Between The Queen's most Excellent Majesty of the first part Sir Henry Brougham Lock, K.C.B., the Commissioner of Her Majesty's Woods Forests and said Revenues in charge of the premises intended to be hereby demised of the second part and

Sir H.B. Edward Barrett

of Frith End Kingsley near Alton in the County of Hants Esquire hereinafter called "the Lessee" of the third part Witnesseth that in consideration of the rent and covenants

to

Lock as such Commissioner as aforesaid in exercise of the powers of the Acts 10 George the 4th Chapter 50 and 11th & 15th Victoria Chapter 112 and of all other powers and authorities enabling him so to do and with the consent of the Commissioners of Her Majesty's Treasury signified by their Warrant dated the twenty eighth day of April

Edward Barrett Esq.

One thousand eight hundred and eighty three Both on behalf of Her Majesty demise and lease to the Lessee First All that

lease

piece of land called Millers Piece formerly supposed to contain twenty one acres one rood and thirty six perches but now found to contain Twenty one acres one rood and seven perches or thereabouts

the Parish of

and also All that cottage and tenement used as a cooper's Pinsted, and cottage with the garden and field thereto adjoining and containing of the shooting together One acre three roods and thirty five perches or thereabouts over the same situate within and being part of a piece of land called Abbot Wood

and other land

enclosure hereinafter described All of which premises are situate in the Parish of Binsted in the County of Southampton and are delineated and colored yellow on the plan attached hereto and

Secondly

The right of shooting and sporting over the pieces of Forest of Alice land hereinafore described and also over the Plantations near thereto known as Goose Green and Abbot Wood Plantations situate within the boundaries of the late Forest of Alice Holt and containing

Term commences

together four hundred and forty nine acres one rood and twenty nine perches or thereabouts which last mentioned land and premises

Term of years

are delineated and colored red on the said plan Subject nevertheless to the same rights for the occupiers (if any) for the time being of the said Plantations to kill and take ground game upon the premises

Term expires

in their respective occupations as is conferred upon every occupier of land by the Ground Game Act 1850 and except and reserving to

Rent £90 per annum

Her Majesty her heirs and successors a right of way and passage for her and them and for her and their lessees tenants agents and

Memorandum

that in the within servants with or without horses cattle carts and carriages along
 within lease the and over the road shown by the dotted lines on the said Plan
 piece of land across the Southern end of the piece of land called Millers Piece
 firstly therein and except and reserving to Her Majesty her heirs and successors
 described and all timber and other trees tallars pollards spires and saplings
 called Miller's (whether on stools or otherwise) and all mineral substances and
 piece is in or on the strata whatsoever on or in the land hereby demised with liberty
 stated to contain for the Lessor and his grantees and Agents or any of them with or
 21^a 1^o 7th the without horses cattle carts ^{and carriages} from time to time to enter
 correct quantity on such land and to mark fell cut search for work make merchantable
 of that piece of and carry away the same respectively and for such purposes to make
 land being and erect all requisite conveniences on the demised premises To
 23^a 1^o 7th hold the premises unto the Lessee from the fifth day of April One

Henry B. Lock
 thousand eight hundred and eighty three for the term of Fifteen
 years Paying unto The Queen's Majesty her heirs and
 successors the clear yearly rent of Ninety pounds by equal
 Inrolled in the quarterly payments on the fifth day of July the tenth day of
 Office of Land Revenue Records October the fifth day of January and the fifth day of April in
 and Inrolments every year (except that the rent for the last quarter of a year of
 the 8th day of the tenancy shall be paid in advance on the fifth day of July
 September 1883 preceding the end thereof) the first payment being due on the
 H. G. Hewlett fifth day of July One thousand eight hundred and eighty three
 Keeper of the and also Paying in manner aforesaid during the last
 Records. five years of the tenancy a further yearly rent of Ten pounds
 for every acre (and in proportion for a less quantity) of land hereby
 demised which during that period shall without the previous license
 in writing of the Lessor be managed or cultivated contrary to the
 Covenants hereinafter contained such additional rent (which is
 reserved as a liquidated or fixed rent agreed to be paid in the case
 aforesaid and not by way of penalty) to be paid quarterly on the days
 aforesaid the first payment thereof to be made on such of the said
 days as shall next happen after the same shall have been incurred
 All which rents hereinbefore reserved are to be paid into the hands
 of Her Majesty's Receiver for the time being of the rents and profits
 of the premises clear of all deductions except Landlords Property Tax
 and the Lessee hereby Covenants with The Queen's Majesty her
 heirs and successors in manner following that is to say

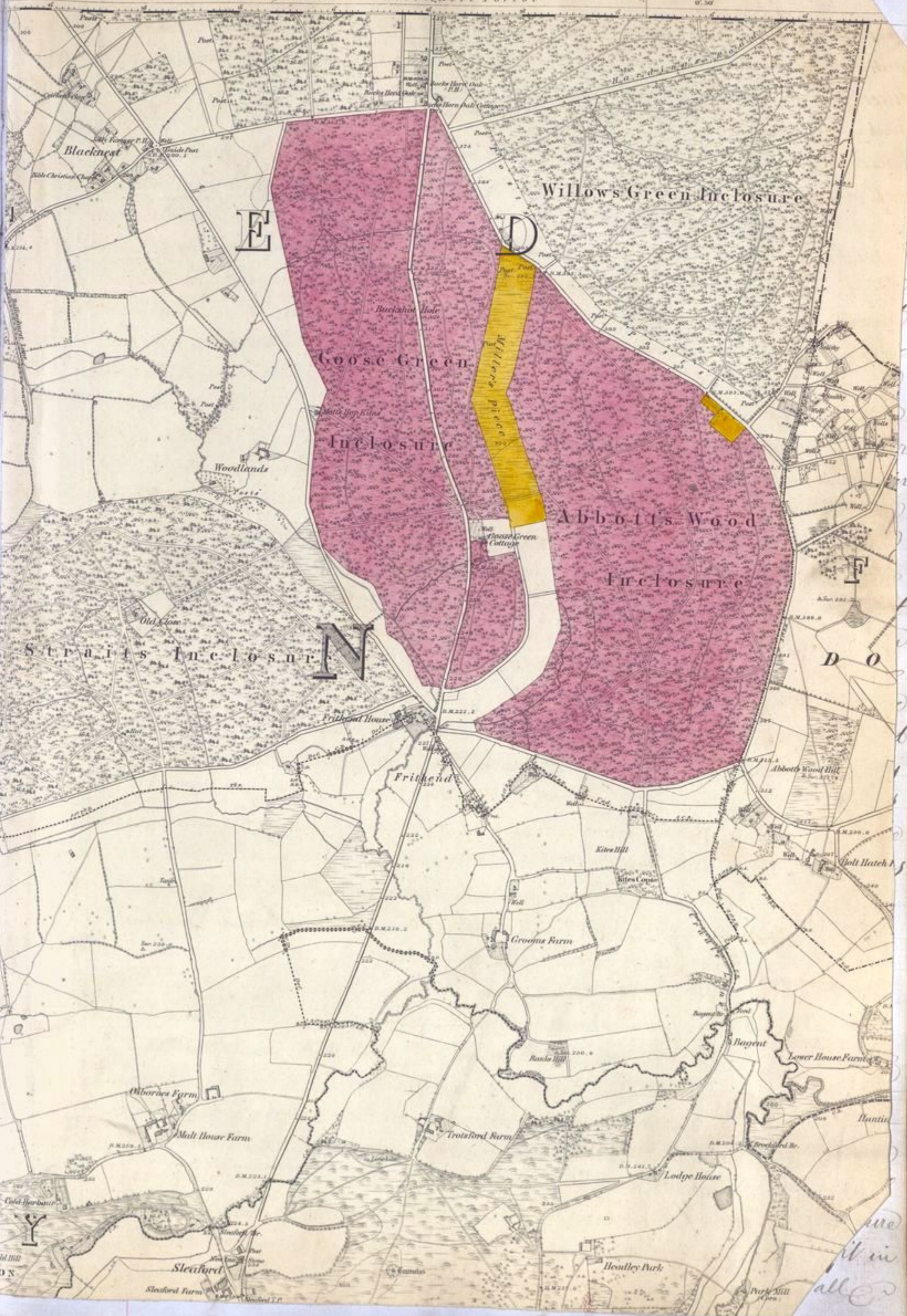
1. To pay to The Queen's Majesty her heirs and successors the rents
 hereby reserved at the times and in manner aforesaid.
2. To pay the Land tax tithe rent charge drainage & sewer rates and

all other taxes rates and outgoings whatsoever now or at any time hereafter payable in respect of the demised premises (except said Lord's property tax) together with a proportionate part thereof up to the end of the tenancy.

B. To keep and at the end of the tenancy to leave in good and substantial repair order and condition all buildings (with the fixtures therein) walls gates stiles mounds banks bridges hedges ditches water courses sluices sewers and drains now being or that may hereafter be on the land hereby demised and as to such parts of the buildings and fences as have been or are usually painted or tarred properly painted & tarred and to keep and at the end of the tenancy to leave the demised land clean and in good heart and condition and cultivated and managed in a husbandlike manner and in accordance with the best system and due course of husbandry practised in the said County of Southampton so far as it may not be inconsistent with any of the special provisions hereinafter contained Provided that the Lessor or his Agents may at all times enter upon the premises first hereinbefore described and examine the same and take a plan thereof and if any want of repair shall be found or any ditches water courses sluices sewers or drains shall be found not properly cleared out or if the land shall be found not in good condition and properly cultivated and the Lessee shall not within three calendar months next after a notice in writing of any such matters shall have been given to or left on the demised premises for him to repair and amend the same according to the covenants herein contained the Lessor may (but without prejudice to any other remedy of Her Majesty her heirs or successors) cause the same or any of them to be done and charge the Lessee with all expense incurred which may be recovered by distress or otherwise as well hereby reserved and in arrear.

H. At all times during the tenancy to keep all buildings for the time being on the first described premises insured against loss or damage by fire in the joint names of Her Majesty her heirs and Successors and the Lessee in some Insurance Office or Offices approved of in writing by the Lessor in a sum equal to three fourths parts at the least of the actual value thereof respectively and to show whenever required so to do to Her Majesty's said Receiver the Policy of Insurance and the receipt for the premium in respect thereof for the current year and in default of such Insurance being so effected or of the production of the Policy or receipt as aforesaid the Lessor may insure the said buildings in such name or names as he may think fit in the amount hereinbefore mentioned or in any less amount and all

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- moneys paid for such purpose shall be recoverable as rent hereby reserved and in arrears and all moneys payable under any Insurance shall be received by the Lessor and applied in rebuilding or reinstating the buildings in respect of which the same shall be paid.
5. To bring back spread and bestow in a husbandlike manner on the first described premises within six months after any sale of hay or straw the produce of such premises two full waggon loads of good dung or other manure equivalent thereto for every load of hay or straw so sold.
6. To preserve all the trees tallars pollards spires and saplings for the time being growing on the first described premises from bite of cattle or other injury and not to erect any additional building nor to alter the existing buildings without the consent in writing of the Lessor and not to commit or suffer any wilful or voluntary waste spoil or destruction in or upon the said first described premises or any part thereof.
7. To use his best endeavours to prevent any person or persons from inclosing any waste land lying contiguous to or in front of the premises first and secondly hereinbefore described or any part thereof and to give notice to the Lessor of any attempt to inclose any such land within one month next after such attempt shall have been made.
8. Not to cultivate any part of the demised land with hemp flax or teasles wood or other unusual or exhausting crops without the consent in writing of the Lessor and not during the last five years of the tenancy to cultivate any part of such land with two crops in succession of any white straw crops (including wheat ~~oats~~ oats barley and rye) without a fallow or green crop properly sowed and cleaned intervening between such two white straw crops every such green or intervening crop to be eaten and consumed on the premises and not to cultivate any part of the land demised with more than one crop of potatoes during the last five years of the tenancy.
9. From time to time to kill and destroy and at all times effectually to keep down the hares and rabbits in or upon the lands and premises secondly hereinbefore described so as to prevent the number of them from increasing or impeding the good management of such lands or any other adjoining lands or inspiring the crops trees shrubs and fences on such lands respectively and in case the Lessee shall neglect or omit to kill and destroy the hares and rabbits within seven days after being required so to do by notice in writing signed by

or on behalf of the Lessor given to or left as aforesaid for the Lessee it shall be lawful for the Lessor at his discretion to appoint any person or persons to take such steps as he shall think fit for killing and reducing the said hares and rabbits to such numbers as shall in the Lessor's opinion be consistent with the good management of the said lands respectively and all costs and charges so incurred and all damage occasioned by such neglect or omission shall on account thereof in writing being delivered to or left as aforesaid for the Lessee be paid by him.

10. NOT to commit or suffer any damage or injury to be done to the lands secondly hereinbefore described or to the trees fences or crops thereon and in case of any such damage or injury being done to make full compensation and recompence to Her Majesty her heirs and successors and to the tenants or occupiers (if any) of such lands for all such damage or injury.
11. To leave at the end of the tenancy a fair and reasonable stock of game on the said lands secondly hereinbefore described.
12. NOT to assign or underlet the demised premises or any part thereof or part with the possession of these presents without the previous consent in writing of the Lessor and to procure every Assignment of the demised premises or any part thereof and all Proxies of Wills and Letters of Administration affecting these presents or the tenancy hereby created to be within six calendar months from the date thereof respectively enrolled in the Office of Land Revenue Records and Inrolments and a Minute or docket thereof entered in the Office of the Commissioners of Her Majesty's Woods Forests and Land Revenues.
13. Provided always and these Presents are upon this express Condition that if any rent hereby reserved shall be in arrear for forty days or if there shall be a breach of any of the covenants and conditions on the Lessee's part herein contained or if the Lessee shall become bankrupt or either voluntarily or involuntarily do or suffer anything in consequence whereof his interest in the premises hereby demised shall without such consent as aforesaid become vested in any other person except by bequest or by representation as Executor or Administrator then and in any of the said cases the Lessor may re-enter and retain possession of the premises first hereinbefore described and upon such re-entry the right of Sporting hereby demised shall immediately cease and determine and in case of any such re-entry there shall be payable by the Lessee to Her Majesty her heirs and successors

in addition to any rent then due a proportionate part of the accruing rent for the then current quarter of a year up to the date on which such receipt shall have been made.

14. Provided also that at the end of the tenancy the Lessee shall not be entitled to any payment allowance compensation or right of any nature or kind recover and whether founded on the custom of the District in which the premises hereby demised are situate or otherwise.

15. And it is agreed that the Agricultural Holdings (England) Act 1875 shall not apply to this Contract of Tenancy nor to any other which may arise at the end of the tenancy hereby created.

16. And it is further agreed that the term "Lessor" herein means Her Majesty her heirs successors and assigns or so long as the reversion of the demised premises is vested in the Crown the Comptroller or Commissioners or other the person or persons for the time being entitled by law to the management and direction thereof and 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 Lock 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 hereto of the second and third parts have hereunto set their hands and seals the day and year first above written.

Henry B (St.) Lock Edw (St.) Barrett

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

Signed sealed and delivered by the within named Edward Barrett in the presence of - Richard Mason of Torquham, Surrey, Solicitor.

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.

7th July 1883.

H.G. Newlett
Keeper of the Records

Dated 2 August
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This Indenture

Dated 27th August 1883

made the twenty seventh day of August one thousand eight hundred and eighty three Between Samuel Whitehall Mulloney of No 11 Aldemay Chambers Union Court Old Broad Street in the City of London and of Coventry in the County of Warwick Gentlemen of the first part Sir Henry Brougham Loch K.C.B. a Commissioner of Her Majesty's Woods Forests and Land Revenues and Her Majesty's Yaveller of and for the Forest of Dean in the County of Gloucester

The Registered Owner of the Gales of Coal called the Wellington Colliery and the Brunswick Colliery No 2

of the second part and Her Queen's Most Excellent Majesty of the third part. WHEREAS the said Samuel Whitehall Mulloney is the registered Owner of the Gales of Coal called respectively "Wellington Colliery" granted to James Dobbs on the thirtieth day of October one thousand eight hundred and fifty six and "Brunswick Colliery No 2" granted to John Doward on the eighth day of July one thousand eight hundred and forty five and whereas the holders for the time being of the said Gale called the Wellington Colliery desisted from working the same in violation of the ninth 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 the holders for the time being of the said Gale called the Brunswick Colliery No 2 have not bona fide commenced opening the same in violation of the fourth Rule specified in the said second Schedule to the said Award of Coal Mines and of the Award of the Forest of Dean Mining Commissioners of one thousand eight hundred and twenty one dated the eleventh day of June one thousand eight hundred and seventy two and the said Gales have respectively become liable to be forfeited to the Queen's Majesty and whereas it has been agreed between the said Samuel Whitehall Mulloney and the said Sir Henry Brougham Loch as such Commissioner and Yaveller as aforesaid that in consideration of the forbearance until the thirtieth day of June one thousand eight hundred and eighty five of the execution of the rights of reentry so accrued as aforesaid to Her Majesty such release and surrender of short workings and such covenants and grants shall be executed as are hereinafter contained Now this Indenture Witnesseth that the said Samuel Whitehall Mulloney DOth by these presents for himself his heirs and assigns release surrender and renounce unto the Queen's Most Excellent Majesty her heirs and successors All right and liberty of

to the Queen's Most Excellent Majesty

Release of Shortworkings

to the Queen's Most Excellent Majesty

Release of Shortworkings

him the said Samuel Whitthall Mulloney his heirs and assigns and all persons holding through or under him or them of making up the short-workings accumulated up to and including the thirty first day of (December) One thousand eight hundred and eighty two in respect of the said Gales and which amount in the case of the Wellington Colliery to the sum of One hundred and twenty pounds and in the case of the Brunswick Colliery No 2 to the sum of Twelve pounds. Provided always and the said Samuel Whitthall Mulloney doth for himself his 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 transfers of the said Gales respectively before the registered Owner or Owners of the said Gales respectively shall have as regards the Wellington Colliery bona fide resumed the working thereof and as regards the Brunswick Colliery No 2 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 frustrate any rights or powers of reentry or other rights or powers of Her Majesty her heirs and successors in respect of the said Gales or other of them 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 Owner or Owners of the respective Gales shall on the thirtieth day of June One thousand eight hundred and eighty five have continued in the occupation thereof paying the proper rents and royalties to the Crown without deduction on account of the short-workings intended to be hereby released or any part thereof and duly observing the conditions

under which he or they hold and shall have as regards the Wellington Colliery. *bona fide* resumed the working thereof and as regards the Brunswick Colliery No 2 *bona fide* commenced the opening thereof before that date 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.

J. W. Mulloney (S), Henry B. Loch (S)

Signed Sealed and Delivered by the within named Samuel Whithall Mulloney in the presence of

Frederick Hellard

Officer of Woods, 1 Whitehall Place.

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

Albert Alexander

Messenger - Office of Woods.

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.

H. G. Hewlett

Keeper of the Records.

14th September 1883.

Dated 7th
Sept. 1883.

Dean Forest

Bilson Colliery
& Crumpmeadow
Colliery.

Sir Henry
Brougham Loch
K.C.B. the Comm^r
of Her Majesty's
Woods &c. in charge
of the Forest.

The Bilson &
Crumpmeadow
Collieries Comp^{ys}
Limited.

License to
remove part of the
Barrier in the
Lowrey Seam of the
Crumpmeadow Colliery
Gale against the
Bilson Colliery Gale
to work the coal
in either of such
Gales through the
other of such Gales.

V. Bay License

This Indenture made the 7th day of September 1883 Between Sir Henry Brougham Loch K.C.B. 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 1st part and The Bilson and Crumpmeadow Collieries Company Limited (hereinafter called the said Company) of the 2nd part Whereas the said Bilson and Crumpmeadow Collieries Company are the Registered Owners of the Gales or Collieries in the said Forest of Dean called or known as The Bilson Colliery and The Crumpmeadow Colliery which Gales or Collieries in the Lowrey Vein of Coal adjoin each other but by the Award of Coal Mines dated the 8th day of March 1841 and made by the Dean Forest Mining Commissioners a Barrier of Coal of the width of 30 yards is directed to be left in the Crumpmeadow Colliery against the Deep Workings of the said Bilson Colliery. And whereas the said Company have applied to the said Sir Henry Brougham Loch as such Commissioner and Gaveller as aforesaid for permission to work the portion hereinafter described of the said Barrier of Coal directed to be left in the said Crumpmeadow Colliery and for permission to carry and convey to land through any pit or pits belonging to either the Crumpmeadow or the Bilson Colliery Coal gotten from the other Colliery which several permissions the said Sir Henry Brougham Loch has agreed to grant subject to the covenants conditions and stipulations hereinafter contained And whereas a Notice has been published for 3 consecutive weeks in the Dean Forest Mercury Gloucester Journal and Dean Forest Guardian Newspapers of the intention to remove the removal of the portion of the said Barrier which is the subject of this License in pursuance of the Act of the 24th and 25th Victoria Chapter 40 and no person has claimed to be affected thereby Now this Indenture witnesseth that He the said Sir Henry Brougham Loch 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 Chapter 40 and of all other powers in anywise enabling him in this behalf DOth by these presents give and grant to the said Company and their Successors and Assigns his License and Authority (determinable nevertheless as hereinafter provided) to remove work and dispose of so much of the said Barrier of Coal directed to be left against the deep workings of the said Bilson Colliery in the Lowrey Vein of the said Crumpmeadow Colliery as is situate between the points marked A and B on the Plan annexed to these presents and is therein colored Red

and to carry and convey to land all or any part of the Coal which may be found in either the said Bilston Colliery or the said Lumpsmeadow Colliery (including in the latter the portion of the ~~said~~ Barrier hereby licensed to be worked) through the other portion of such Collieries and any pit or pits belonging thereto Subject nevertheless as regards the portion of the Barrier hereinbefore licensed to the like royalties payments conditions rules and regulations as the remainder of the Coal in the said Lumpsmeadow Colliery is or shall be subject to and subject as regards the Wayleave Licenses hereby granted to the conditions rules and regulations hereinafter contained

And this Indenture also witnesseth that He the said Sir Henry Brougham both as such Commissioner and Gaveller as aforesaid in exercise of all Statutory and other powers hereunto enabling him Doth hereby declare that the License hereby granted is and shall be at all times under and subject to the royalties conditions rules and regulations hereinafter following. And the said Company for themselves their successors and assigns Do hereby covenant and agree with the Queens Majesty Her Heirs and Successors that the persons for the time being in possession or receipt of the proceeds of the Bilston Colliery and the Lumpsmeadow Colliery or some or one of them shall and will well and truly pay to the Queens Majesty Her Heirs and Successors on the 30th day of June and the 31st 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 gotten from such Collieries respectively (including in the Lumpsmeadow Colliery the portion of barrier hereby licensed to be worked) 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 either of such Collieries (including in the Lumpsmeadow Colliery the portion of Barrier hereby licensed to be worked) and be brought through the other of such Collieries or any pit or pits belonging thereto. And further that such persons or some or one of them shall and will 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 from or out of either of the said Collieries and be brought through the other of such Collieries 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 or the Receiver of Crown Rents for the time being of the said Forest of Dean true and correct copies of such accounts And will at all times hereafter keep at or upon one or both of the said Collieries true and correct plans measurements and sections of all the workings and explorations in such Gales or

Collieries respectively plotted to a scale of 3 chains to an inch and fully dialed up every 3 months And will at all times when required so to do produce and shew such Books of Account plans measurements and sections to the Deputy Gavellee 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 of the same or any of them And also will give any explanation that may be required in relation to the same or any of them **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 further license in writing of the Gavellee of the said Forest in that behalf be carried or conveyed through either of the said Gales or Collieries except coal gotten from one of such Gales or Collieries (including in the Lumps-meadow Colliery the portion of barrier hereby licensed to be worked) and except coal so carried and conveyed under the authority of some license already granted by the Gavellee or Deputy Gavellee of the said Forest And it is declared that the several provisions conditions and clauses herein before contained shall be deemed to be conditions rules and regulations of each of the said Gales or Collieries called the Bilson Colliery and the Lumps-meadow Colliery respectively And further that this license may be revoked or put an end to by the Gavellee for the time being of the said Forest on the 30th day of June or the 31st day of December in any year upon giving to the said Company their Successors or Assigns or any of them or leaving for them or any of them at their or any of their last known or usual registered office or place of business in England or on any part of either of the said Gales or Collieries 3 calendar months previous notice in writing of his intention so to do 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 Maps 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 Sir Henry Brougham Loch has hereunto set his hand and seal and the said Company have caused their Common Seal to be hereunto affixed the day and year first above written

Henry B (S) Loch (Seal of the Bilson Lumps-meadow Colliery's Company, Limited)

Signed Sealed & Delivered by the within named Sir Henry Brougham Loch in the presence of J. Russell Souray, Office of Woods &c, Whitehall Place
The Seal of the within named Company was hereunto affixed in the presence of John S. Peast, Secretary 2 Moorgate St. Buildings E.C.

I certify that a duplicate of this Deed has been deposited in the Office of Land Revenue Records and Maps and an entry thereof made
 Filed by me
 20th September 1883
 A. G. Stewart
 Keeper of the Records.

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