

Amid
Lancaster

Dated 6th of September One thousand eight hundred and eighty four Between
 The Queen's Most Excellent Majesty of the first part
 Forest of Dean George Fulley Esquire the Commissioner of Her Majesty's Woods,
 Forests and Land Revenues in charge of the Forest of Dean in
 George Fulley Esq. the County of Gloucester of the second part and James Gollop
 a son of Her Majesty's Woods of the third part.

and
 M^r. James Gollop.
 Whereas the said James Gollop is one of the registered Owners of a certain Gale or Colliery in the said Forest of Dean called or known as the Wallsend Colliery And whereas the said James Gollop as such registered Owner as aforesaid has applied to the said George Fulley as such Commissioner as aforesaid to let him the piece of land hereinafter more particularly described for the purposes hereinafter mentioned Now these Presents witness and the said George Fulley as such Commissioner as aforesaid and exercise of all powers in anywise enabling him to do and on behalf of Her Majesty hereby agrees to let to the said James Gollop who hereby agrees to take as tenant to Her Majesty All those two pieces of land situate adjoining the Severn and Wye Railway (being one on either side of such Railway) and near the Moseley Green Enclosure in the said Forest of Dean 1883 to be held and containing together about one acre and which said pieces of land are part of the unenclosed wasteland of the said Forest and Gale or Colliery are delineated and colored red on the plan in the margin hereof with liberty to form thereon an enclosure or depot for the deposit of coal To hold the same premises unto the said James Gollop on a yearly tenancy from the twenty ninth day of September One thousand eight hundred and eighty three but so nevertheless that the same shall be held in trust for himself and others the owner or owners for the time being of the said Gale or Colliery known as the Wallsend Gale and in connection with such Gale or Colliery Paying therefor unto Her Majesty her heirs and successors the clear yearly rent of Two pounds by equal half yearly payments on the twenty fifth day of March and the twenty ninth day of September in every year the first of such payments having become due on the twenty fifth day of March One thousand eight hundred and eighty four And the said James Gollop hereby agrees with The Queen's Majesty her heirs and successors that the said James Gollop will pay to

Rent £2
 per Annum

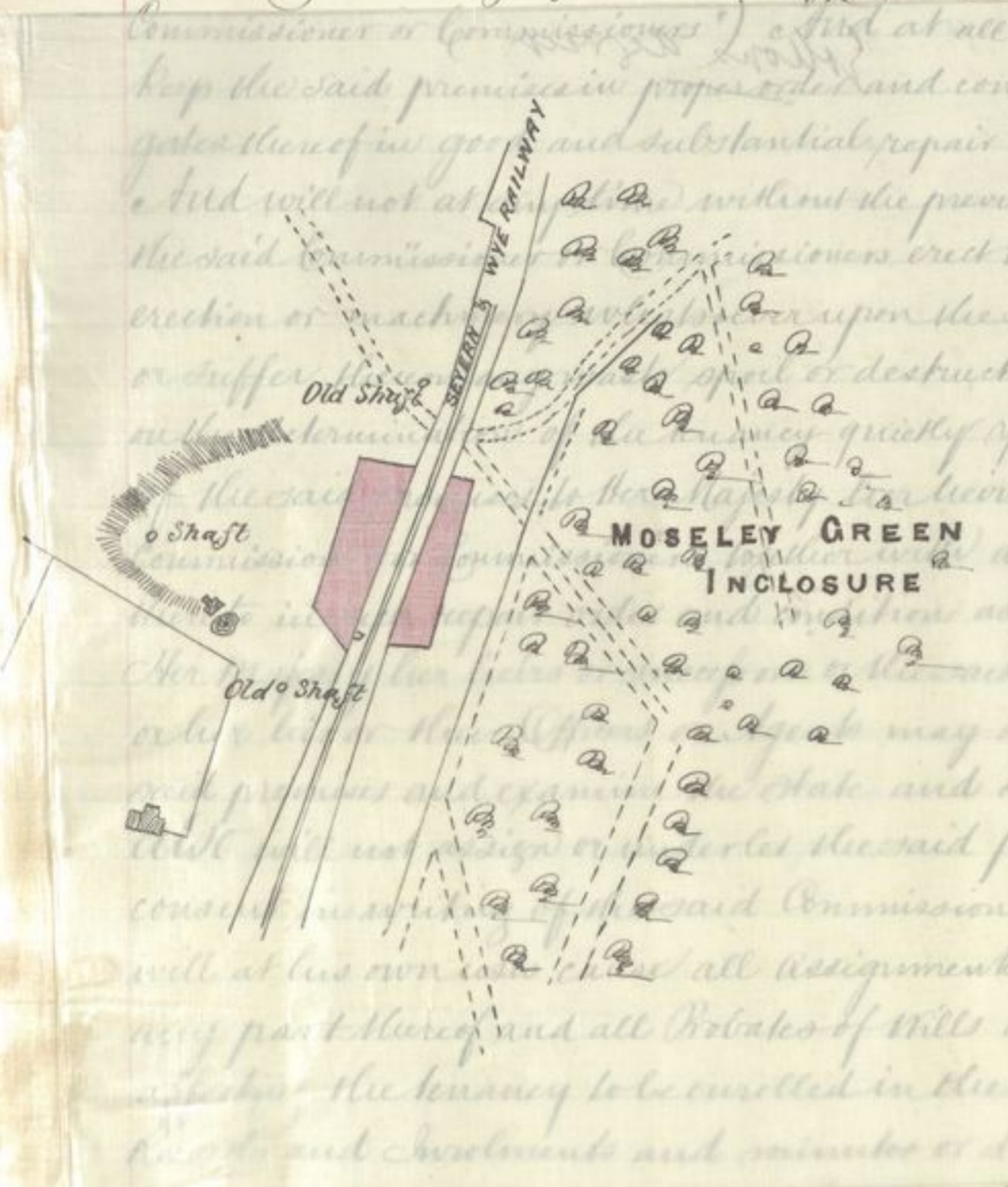
Her Majesty her heirs and successors the rent hereby reserved at
 the times and in manner aforesaid without deduction and will also
 pay all taxes rates charges and assessments whatsoever now or at any time
 during the tenancy payable in respect of the said premises And will
 also forthwith enclose and fence in the said pieces of land to the
 satisfaction of the said George Culley or other the Commissioner or
 Commissioners of Her Majesty's Woods Forests and Land Revenues for the
 time being in charge of the Forest of Dean (hereinafter called "the said
 Commissioner or Commissioners") And at all times during the tenancy
 keep the said premises in proper order and condition and the fences and
 gates thereof in good and substantial repair to the satisfaction aforesaid
 And will not at any time without the previous consent in writing of
 the said Commissioner or Commissioners erect or set up any building or
 erection or machinery whatsoever upon the said premises nor commit
 or suffer thereon any waste spoil or destruction whatsoever And will
 on the determination of the tenancy quietly yield and give up possession
 of the said premises to Her Majesty her heirs or successors or the said
 Commissioner or Commissioners together with all improvements and additions
 thereto in such repair order and condition as aforesaid And also that
 Her Majesty her heirs or successors or the said Commissioner or Commiss^{rs}
 or her his or their Officers or Agents may at any time enter upon the
 said premises and examine the state and condition thereof And
 also will not assign or underlet the said premises without the previous
 consent in writing of the said Commissioner or Commissioners and
 will at his own costs cause all Assignments of the said premises or
 any part thereof and all Probates of Wills and Letters of Administration
 affecting the tenancy to be enrolled in the Office of Land Revenue
 Records and Inrolments and minutes or doquets thereof to be entered
 in the Office of the said Commissioner or Commissioners within three
 calendar months from the date thereof respectively Provided
 always that the tenancy hereby created shall absolutely cease and
 become determined immediately upon the grant of the said Wallscud
 Gate or Colliery becoming in any manner determined Provided also
 that if any rent hereby reserved shall be in arrear for twenty one days
 or if there shall be a breach of any of the agreements on the part
 of the said James Gollop herein contained it shall be lawful for
 Her Majesty her heirs or successors or the said Commissioner or Commiss^{rs}
 on her or their behalf into and upon the said premises to reenter and
 the same to have again repossess and enjoy as if these presents had
 never been entered into Provided lastly that the tenancy hereby

day
 between
 V
 S,
 W
 R
 E



self
 it
 n
 eshy
 to
 br
 first
 of
 her
 to

Her Majesty her heirs and successors the rent hereby reserved at the times and in manner aforesaid without deduction and will also pay all taxes rates charges and assessments whatsoever now or at any time during the tenancy payable in respect of the said premises And will also forthwith enclose and fence in the said pieces of land to the satisfaction of the said George Hulley or other the Commissioner or Commissioners of Her Majesty's Woods Forests and Land Revenues for the time being in charge of the Forest of Dean (hereinafter called "the said Commissioner or Commissioners")



at all times during the tenancy keep the said premises in proper order and condition and the fences and gates thereof in good and substantial repair to the satisfaction aforesaid and will not at any time without the previous consent in writing of the said Commissioner or Commissioners erect or set up any building or erection or machine or any other structure upon the said premises nor commit or suffer the same to be spoiled or destroyed whatsoever And will within the term of the said tenancy quietly yield and give up possession of the said premises to the said James Gollop his heirs or successors or the said Commissioner or Commissioners as aforesaid And also that the said Commissioner or Commissioners may at any time enter upon the said premises and examine the state and condition thereof And will at his own charge cause all assignments of the said premises or any part thereof and all Probates of Wills and Letters of Administration relating to the tenancy to be enrolled in the Office of Land Revenue and all Warrants and Inrolments and minutes or documents thereof to be entered in the Office of the said Commissioner or Commissioners within three calendar months from the date thereof respectively Provided always that the tenancy hereby created shall absolutely cease and become determined immediately upon the grant of the said Wallwood Colliery becoming in any manner determined Provided also that if any rent hereby reserved shall be in arrear for twenty one days or if there shall be a breach of any of the Agreements on the part of the said James Gollop herein contained it shall be lawful for Her Majesty her heirs or successors or the said Commissioner or Commissioners on her or their behalf into and upon the said premises to reenter and the same to have again repossess and enjoy as if these presents had never been entered into Provided lastly that the tenancy hereby

17th 1200/54

created maybe determined by the said Commissioners or Comptrol^r at any time on giving to the said James Gollop or leaving for him at the Office for the time being used in connection with the working of the said Wallsea Gale or Colliery or on the said premises six calendar months previous notice of his or their intention to determine the same or it may be determinable by the said James Gollop or other the registered Owners for the time being of the said Gale or Colliery at the end of any year of the tenancy upon giving to the said Commissioners or Commissioners or leaving at his or their Office for the time being in London six calendar months previous notice in writing of his or their intention to determine the same the said James Gollop paying the rent hereby reserved and performing and observing the Agreement on his part herein contained up to the day of the tenancy being so determined. And the said George Culley hereby directs 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.

Geo (Gt.) Culley

James Gollop (Gt.)

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

J. H. Wadd

15 Revensey Road

St. Leonards-on-Sea

Surgeon

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

J. W. Blanch

Parkend

Colliery Manager

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

11th Sept. 1884

Dated 27th Sept. 1884
New Forest

To all to whom these Presents shall come I George Culley a Commissioner of Her Majesty's Woods Forests and Land Revenues **Send Greeting Whereas** the several persons whose names are contained in the first, second and third Schedules hereunder written have applied to me as such Commissioner as aforesaid to grant to them respectively my License under the powers of the fifth Section of the Crown Lands Act 1864 to fowl and fish on and over such parts of the New Forest in the County of Southampton as are Commissioned hereinafter specified in consideration as regards the persons whose of Her Majesty's names are contained in the first and second Schedules hereto of the Woods, Forests payment by them to the Crown of the several sums set opposite to Land Revenues their respective names and which sums have been duly paid **And** authorizing the **WHEREAS** I have as such Commissioner as aforesaid with the within mentioned approval of the Commissioners of Her Majesty's Treasury determined to persons to fowl accede to such applications subject to the conditions and provisions and fish in the hereinafter contained **Now therefore know ye** that in consideration of the premises and with the approval of the Commissioners of Her Majesty's Treasury I the said George Culley as such Commissioner as aforesaid do hereby in pursuance of the powers of the fifth Section of the Crown Lands Act 1864 grant to each of the several persons mentioned in the first second and third Schedules hereunder written my License to fowl and fish on and over such parts of the New Forest in the County of Southampton as are hereinafter specified and subject to the conditions and provisions hereinafter contained **And** further **Know ye** that the parts of the New Forest 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,

First. This License as regards Fowling to have effect on and from the first day of October One thousand eight hundred and eighty four up to and including the first day of February One thousand eight hundred and eighty five and no longer and as regards fishing to have effect from the first day of October One thousand eight hundred and eighty four up to the thirtieth day of September One thousand eight hundred and eighty five.

Second. This License is to extend to such parts of the New Forest the soil and freehold whereof are for the time being vested in the Crown excepting therefrom all inclosed Woods and Lands that is to say All Woods and Lands which are the property of Her Majesty free from all rights of Common, and also excepting all enclosures for the time being made pursuant to or under the authority of the Acts relating and

1884/1200/54

tenth William 3rd Chapter 36, 48 George 3rd Chapter 72 and 8
14 and 15 Victoria Chapter 76 or any of such Acts or any Commission
thereunder.

Third. This License will not authorize the taking or killing of any red or
fallow deer, black cock, grey hen or hen pheasant.

Fourth. Each of the persons whose names are included in the second
Schedule hereunder written may occasionally when exercising the
privileges conferred by this License be accompanied by a friend who
shall on each such occasion have the same and no larger or other right
to fowl and fish as the Licensee subject to the condition that such
friend is a bona fide guest temporarily resident in the house of the
Licensee and does not reside within ten miles of any part of the
New Forest.

Fifth. Each Licensee whether he is accompanied by a friend under the
fourth Article or not shall be attended by one beater only and not more
than two dogs when exercising the privileges granted by the License
and in the event of two or more Licensees forming one party they shall
not be attended by more than four dogs and shall not be attended by
more beaters than there are Licensees present. No party shall however
consist of more than four guns and four beaters.

Sixth. No Licensee shall exercise the privilege of fowling on more than
four days in any one week or before 10 o'clock a.m. or after sunset,
or shall sell or make a profit by game or rabbits.

Seventh. No Licensee shall employ as beater any person who shall have
been convicted before the Magistrates or the Court of Verderers of poaching
or other offences against the forest laws.

Eighth. If any person named in either of the Schedules hereunder written
or the friend of any person named in the second Schedule who may
be exercising the privileges conferred by the fourth Article shall
at any time commit any breach of the conditions or provisions herein
contained or shall fowl or fish on any land belonging to Her Majesty
in the New Forest to which this License does not extend then and
in every such case such breach or act shall operate as an immediate
and absolute forfeiture of the License ^{herely granted} to the person by whom such
breach or other act is committed or in case of the breach or other act being
committed by a friend exercising the privileges conferred by the fourth
Article then the same breach or act shall operate as an immediate and
absolute forfeiture of the License to the person ^{whom} such breach or
other act is committed or in case of the breach or other act being committed
by a friend exercising the privileges conferred by the fourth Article

show that some breach or not shall appear as soon as immediate and absolute forfeiture of the License to the person named in the second Schedule hereto by whom any such friend as aforesaid shall have been accompanied. In the event of any forfeiture taking place no part of the consideration paid by any Licensee is to be returned to him. Nevertheless, the Commissioner of Her Majesty's Woods, Forests and Land Revenues for the time being in charge of the New Forest is to have power to waive any forfeiture in case or sufficient cause being shown he may think fit to do so.

Ninth. It is to be distinctly understood by the Licensees that this License will absolutely expire on the first February One thousand eight hundred and eighty five as regards Shooting and thirtyrd September One thousand eight hundred and eighty five as regards Fishing and that no right of or claim to a renewal is to be considered as given or implied. If any Licensee desires to obtain a License for a subsequent season such application will when made be dealt with on its own merits and as the Commissioner of Woods may in his discretion think proper.

And I the said George Fulley 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 the said George Fulley have & hereunto set his hand and seal this twenty seventh day of September One thousand eight hundred and eighty four.

The First Schedule

Names	Addresses	£
Austen, J. A., Esquire	The Polygon, Southampton	20
Barnatynne, Niel, Esquire	Millhough Blantyre N.B.	20
Beard, R. R., Esquire	Hillfield Hall, Solihull	20
Blaker, M. C., Esquire	Forest Bank, Lyndhurst	20
Lumberbatch, L. H., Esquire	New Tree Cottage, Lyndhurst	20
De Crespigny, P. A., Esquire	Round Hill, Lyndhurst	20
Duplessis J., Esquire	Newtown Park, Lyminster	20
Eyre, J. H. Q., Esquire	The Lawn, Mundeford, Christchurch	20
Hamilton, Captain	South Testwood, Fotton, Southampton	20
Henderson, H. R., Esquire	The Grove, Hylle, Southampton	20
Herbert, Noble A. M.	Stohley Arnewood Farm, Lyminster	20
Kennedy, C. B. Esquire	Quinnast Hill, Ringwood	20
Lacey, C. L. Esquire	Frog Hill, Ringwood	20

Names	Addresses	£
Mills, J. Esquire	Bisterne, Ringwood	20
Murray, Captain	Ringwood, Hauts	20
Pearce, R. C. S. Esquire	Loperwood, Totton, Southampton	20
Pearce, P. H. Esquire	Do Do	20
Ricardo, F. Esquire	Pure Homage, Christchurch	20
Smyth, Colonel	Guards Club, S. W.	20
Turner, B. J. Esquire	Neat House, Christchurch	20
Wharton C. Bygrave Esq ^r	Houndsdown, Totton, Southampton	20
Wingrove, H. F. Esquire	Langley Totton, Southampton	20
Wigram R. J. Esquire	Burley, Ringwood	20

The Second Schedule

Names	Addresses	£
Bowden, Smith H Esquire	Brockenhurst	30
Duplessis, G. Esquire	Newtown Park Lyminster	30
Howard, J. H. Esquire	Busketts, Totton, Southampton	30
Lascelles, The Hon ^{ble} G. M	Ducous House, Lyndhurst	—
Meade-Waldo, E. G. Esquire	Rope Hill, Lyminster	30

The Third Schedule

Names	Addresses
Dart, J. H. Esquire	Beech House Ringwood (Verderor)
Esdaile W. G. D. Esquire	Burley Manor, Ringwood (Verderor)
Eyre, G. E. Busico Esquire	Warrens, Bramshill, Lyndhurst (Verderor)
Paulet, Sir Henry, Baronet	Testwood, Southampton (Verderor)
Roy, W. G. Esquire	Byrants, Marchwood, Southampton (Verderor)
Scott, Lord Henry	Beaulieu, Southampton (Verderor)
Selaker-Booth - Right Hon ^{ble} George, M. P.	The Priory, Odilham (Official Verderor)

George (St.) Lutley

Signed sealed and delivered by the within named George Lutley in the presence of - George Bolton, Mount Pleasant, Burlington Local Government Clerk. -

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. Newlett
Keeper of the Records

Charged to 3rd Sept 1884

24th Sept 1884

Dean ForestDean
ForestOld Leather
Pit
Colliery
Gale

Whereas Alfred James Russell of Forest Vale Wire Works Cinderford is the Registered Owner of the Old Leather Pit Colliery Gale and has requested Thomas Forster Brown, the Deputy Gaveller of the said Forest to grant to him the said Alfred James Russell the license or right to make and form the Tramway as aftermentioned and to have the use and enjoyment thereof as aftermentioned and George Culley Esquire the Commissioner of Her Majesty's Woods, Forests and Land Revenues to whom all the duties and powers which, under or pursuant to the Act 1st and 2nd Vict. Chap. 43 intituled "An Act for regulating the opening and working of Mines and Quarries in the Forest of Dean and Hundred of St. Briavels, in the County of Gloucester" or under or pursuant to any Award of the Commissioners appointed by such Act, or under or pursuant to any other Act relating to Mines, Minerals, and Substrata in the said Hundred of St. Briavels, may, for the time being, be performed or exercisable by the Commissioners of Her Majesty's Woods, Forests and Land Revenues or either of them, have been assigned by Order under the hands of the Lords Commissioners of Her Majesty's Treasury hath signified his consent by a writing under his hand that such License should be granted. Now therefore I the said Thomas Forster Brown as such Deputy Gaveller as aforesaid in pursuance of all powers vested in me in this behalf and with such consent as aforesaid Do grant unto the said Alfred James Russell and all other person or person for the time being registered Owners or Owner of the said Old Leather Pit Colliery Gale a License to make and form a Tramway of twelve feet in width across the open Forest commencing at a point marked A in Mess^{rs} Crawshaw's Branch Railway near to the Forest Vale Wireworks and extending across the open Forest as shown by a red line drawn upon the third page of this license to the point marked F 55 yards or thereabouts south west of the Leather Deep Pit save and except therefrom the two lines of way of the Great Western Tramway between the points B C and D E respectively for the purpose of carrying on the work or works opened or to be opened by virtue of the said Old Leather Pit Colliery Gale and to use and occupy the same for the purpose aforesaid but for no other purpose whatsoever. To hold the said License unto the said Alfred James Russell and such other persons or person as aforesaid for the term of Thirty one years from the 29th day of September 1884 subject to the Rules and Regulations set forth in the second Schedule to the Award of Coal Mines in the Forest of Dean dated 8th day of March 1844 made by "The Dean Forest

1884/1200/111

Dean Forest

Dean Forest

Old Leather Pit
Colliery
Gale

Framway
License

Dated 27th
day of Oct^r 1884

Whereas Alfred James Russell of Forest Vale Wire Works Cinderford is the Registered Owner of the Old Leather Pit Colliery Gale and has requested Thomas Foster Brown, the Deputy Gaveller of the said Forest to grant to him the said Alfred James Russell the license or right to make and form the Framway as aftermentioned and to have the use and enjoyment thereof as aftermentioned and George Cutley Esquire the Commissioner of Her Majesty's Woods, Forests and Land Revenues to whom all the duties and powers relating, under or pursuant to the Act 1st and 2nd Vict. Chap. 113 intituled "An Act for regulating the opening and working of Mines and Quarries in the Forest of Dean and Hundred of St. Briavels, the County of Gloucester" or under or pursuant to any Award of the Commissioners appointed by such Act or under or pursuant to any other Act relating to Mines, Minerals, and Substrata in the said Hundred of St. Briavels, may, for the time being, be performed or exercisable by the Commissioners of Her Majesty's Woods, Forests and Land Revenues or either of them, have been assigned by Order under the hands of the Lords Commissioners of Her Majesty's Treasury, hath signified his consent by a writing under his hand that such license should be granted. Now therefore the said Thomas Foster Brown as such Deputy Gaveller as aforesaid in pursuance of all powers vested in me in this behalf and do grant unto the said Alfred James Russell and all other person or persons for the time being registered or Owner of the said Old Leather Pit Colliery Gale a License to have a Framway of twelve feet in width across the opening of the said Colliery Gale at a point marked A in Mess^r Crawshaw's Branch near to the said Forest Vale Wireworks and extending across the opening of the said Colliery Gale upon the third page of this license or thereabouts south west of the Leather Pit Colliery Gale between the points B and D E respectively for the purpose of conveying the coal or works to be opened or to be opened by virtue of this license to the said Forest Vale Wireworks for no other purpose whatsoever. To hold unto the said Alfred James Russell for the term of Thirty one years from the 29th day of September 1884 subject to the Rules and Regulations set forth in the Decree Relating to the Award of Coal Mines in the Forest of Dean dated 8th day of March 1881 made by the said Forest

PLAN.

SCALE: 3.157 CHAINS TO ONE INCH



1884/10/27

Mining Commissioners" acting under the said Act 1st and 2nd
 Vict: Chap: 113 Provided always and this License is upon
 condition that if the said Tramway is not constructed and completed
 within the first two years of the said term of Thirty one years or
 in the event of the completion thereof as aforesaid, if the same is
 not constantly used for the purpose hereinbefore mentioned for a
 period of nine months at any one time in any year of the said
 term (as to which point the Certificate in writing of the Deputy
 Gavellet, shall be conclusive evidence) then in either of the said cases
 this License shall be absolutely void.

Dated this twenty seventh day of October 1884

Deputy Gavellet

Witness to the signature
 of Thomas Forster Brown }

I hereby signify my approval and allowance of the
 within License

Dated this twenty fourth day of October 1884

(Signed) Geo: Lullay

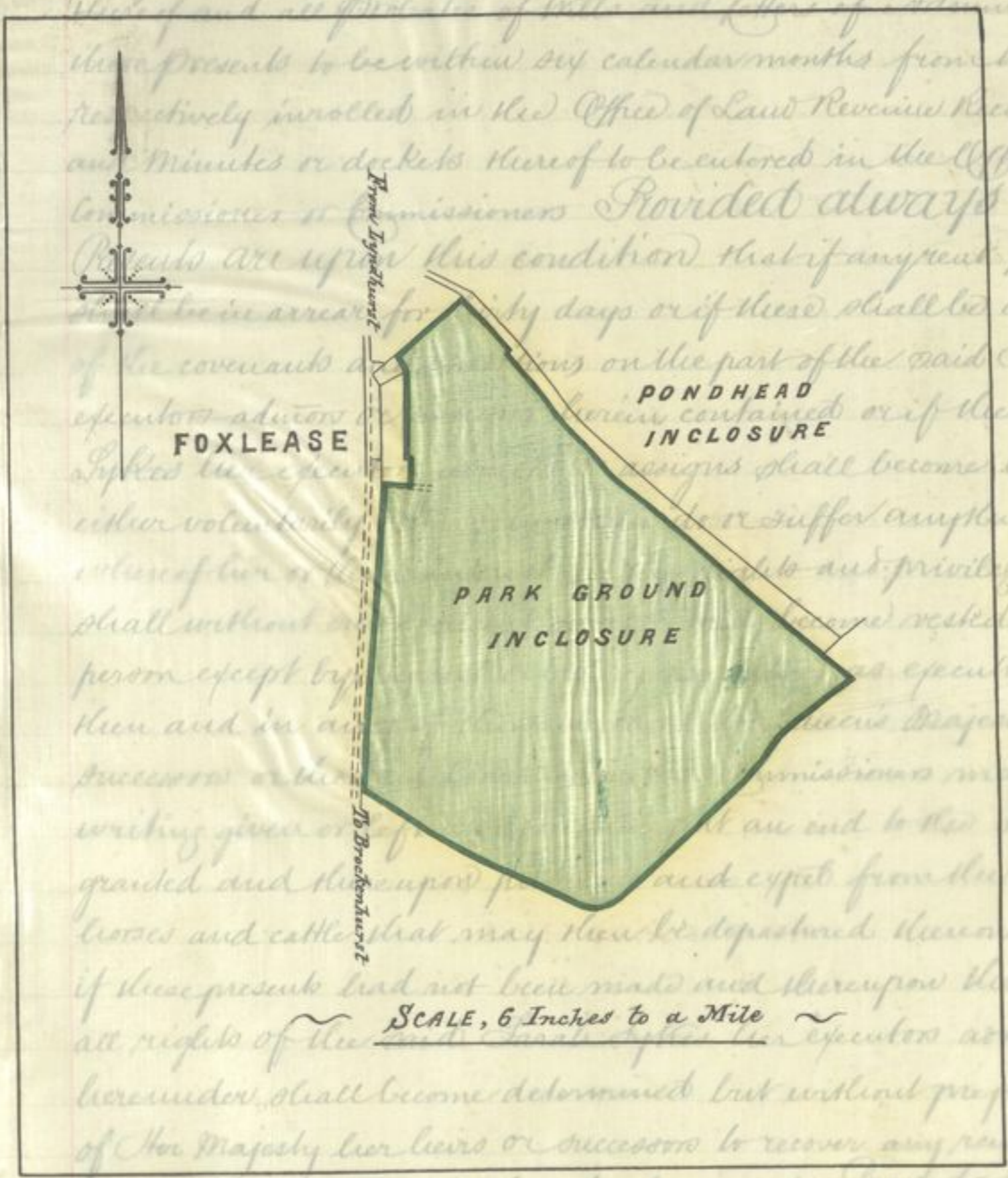
The Commissioner of H M Woods &
 in charge of the Forest of Dean

EW

further that if any rent payable hereunder shall be in arrear
 for twenty one days it shall be lawful for the Queen's Majesty
 her heirs or successors or for the Commissioner or Commissioners of
 Her Majesty's Woods Forests and Land Revenues for the time being
 in charge of the New Forest (hereinafter called "the said Commiss^r
 or Commissioners") to distrain any Cattle and other live and dead
 stock and effects of the said Sarah Sykes her executors administrators
 or assigns upon the said land and all other goods chattels and effects
 of the said Sarah Sykes her executors admors or assigns wherever
 the same may be found and to sell and dispose of the same towards
 satisfaction and payment of the said rent and of all costs and
 charges incident to or occasioned by such distress and sale And
 also that the said Sarah Sykes her executors administrators
 or assigns will during the continuance of this License pay all
 rates taxes and outgoings whatsoever now or at any time hereafter
 payable in respect of the License and permission hereby granted
 (except the Landlords Property tax in respect of the rent payable
 under these Presents) together with a proportionate part thereof
 up to the day of the determination of this License And also
 will not at any time do or suffer to be done in the exercise of the
 License and permission hereby granted any waste spoil or destruction
 upon the said land or any part thereof or any damage or injury
 to the hedges or trees thereon or the fences thereof And also will
 from time to time as often as any damage or injury shall be done
 or caused by the said Sarah Sykes her executors administrators
 or assigns or her or their Agents or Servants or by any horses or
 Cattle depastured by her or them to the trees growing on the said
 land or to the hedges or fences of the said land and immediately
 after the happening thereof and particularly within one month
 next after a Notice in writing from the Queen's Majesty her heirs or
 successors or the said Commissioner or Commissioners requiring her or
 them so to do shall have been given to her or them or left for her or
 them on the said land or at her or their or one of their last known
 place or places of residence make full compensation to Her Majesty
 her heirs and successors for all damage and injury so done or caused
 to the trees growing on the said land and substantially reinstate
 repair and make good to the satisfaction in all things of the
 Queen's Majesty her heirs and successors or of the said Commissioner
 or Commissioners all injury and damage so done or caused to the
 hedges and fences of the said land and in case of difference as to

the amount of compensation to be paid the amount shall be settled
 by the Deputy Surveyor for the time being of the New Forest And
 also will not assign or underlet the rights and privileges hereby
 granted or any part thereof without the previous consent in writing
 of the Queen's Majesty her heirs or successors or of the said Commissioner
 or Commissioners and will at her and their own costs procure every
 Assignment of the rights and privileges hereby granted or any part
 thereof and all Probates of Wills and Letters of Administration affecting
 these presents to be within six calendar months from the dates thereof
 respectively enrolled in the Office of Land Revenue Records and Inrolments
 and Minutes or docketts thereof to be entered in the Office of the said
 Commissioner or Commissioners Provided always And these
 Presents are upon this condition that if any rent payable hereunder
 shall be in arrear for thirty days or if there shall be a breach of any
 of the covenants and conditions on the part of the said Sarah Sykes her
 executors admors or assigns herein contained or if the said Sarah
 Sykes her executors admors or assigns shall become bankrupt or shall
 either voluntarily or involuntarily do or suffer anything in consequence
 whereof her or their interest in the rights and privileges hereby granted
 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 Queen's Majesty her heirs or
 successors or the said Commissioner or Commissioners may by notice in
 writing given or left as aforesaid put an end to the license hereby
 granted and thereupon put out and expel from the said land all
 horses and cattle that may then be depastured thereon in all respects as
 if these presents had not been made and thereupon these presents and
 all rights of the said Sarah Sykes her executors admors or assigns
 hereunder shall become determined but without prejudice to the rights
 of Her Majesty her heirs or successors to recover any rent then due or in
 respect of any preceding breach of covenant Provided also that this
 License may be determined on any of the quarter days hereinafore
 mentioned for payment of rent in any year either by the Queen's Majesty
 her heirs or successors or the said Commissioner or Commissioners upon
 giving to the said Sarah Sykes her executors administrators or assigns
 or leaving for her or them on the said land or at her or their or one of
 their last known place or places of residence three months previous notice
 in writing of her his or their intention to determine the same or by the said
 Sarah Sykes her executors administrators or assigns upon giving to the
 Queen's Majesty her heirs or successors or leaving at the Office in London

The amount of compensation to be paid the amount shall be settled by the Deputy Surveyor for the time being of the New Forest And also will not assign or underlet the rights and privileges hereby granted or any part thereof without the previous consent in writing of the Queen's Majesty her heirs or successors or of the said Commissioner or Commissioners and it is her and their own ends procure every Assignment of the rights and privileges hereby granted or any part thereof and all profits of mills and tithes of the said Forest affecting these presents to be within six calendar months from the dates thereof respectively enrolled in the Office of Land Revenue Records and Inrolments and Minutes or dockets thereof to be entered in the Office of the said Commissioners or Commissioners Provided always that these presents are upon this condition that if any rent payable hereunder shall be in arrears for any days or if there shall be a breach of any of the covenants and conditions on the part of the said Sarah Sykes her executors administrators or assigns shall become bankrupt or shall either voluntarily or by legal process be sequestered or suffer anything in consequence of any of the above premises then the rights and privileges hereby granted shall without any further notice be at an end to the said Sarah Sykes her executors administrators or assigns and the said Sarah Sykes her executors administrators or assigns shall be liable to pay the said rent and to answer the said covenants and conditions as if these presents had not been made and thereupon these presents and all rights of the said Sarah Sykes her executors administrators or assigns hereunder shall become determined but without prejudice to the rights of Her Majesty her heirs or successors to recover any rent then due or in respect of any preceding breach of covenant Provided also that this license may be determined on any of the quarter days herebefore mentioned for payment of rent in any year either by the Queen's Majesty her heirs or successors or the said Commissioner or Commissioners upon giving to the said Sarah Sykes her executors administrators or assigns or leaving for her or them on the said land or at her or their or one of their last known place or places of residence three months previous notice in writing of her his or their intention to determine the same or by the said Sarah Sykes her executors administrators or assigns upon giving to the Queen's Majesty her heirs or successors or leaving at the Office in London



1720/17

of the said Commissioners or Commissioners the like notice and
paying the rent hereby made payable and performing and observing
the covenants on her and their part herein contained up to the day
of the license being so determined AND the said George Colley
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.

Geo (Lt.) Colley

Sarah Pykes (Lt.)

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

J Russell Lowray
Office of Woods &
Mickhall Place

Signed sealed and delivered by the within named Sarah
Pykes in the presence of

Arthur G. Grace
Clerk, Dep^y Surveyor
Queens House, Lyndhurst

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

M.H.

H. G. Hewlett
Keeper of the Records

17th October 1884

1885 - 12th Oct. - Agreement for ^{Sporting} over Brick Kiln Enclosure } 157
See page 277 post }

Dated 28th October 1884 **The Agreement** made the twenty eighth day of October One thousand eight hundred and eighty four Between **The Queen's Most Excellent Majesty** of the first part **George Culley Esquire** the Commissioner of Her Majesty's Woods, Forests and Land Revenues in charge of the New Forest in the County of Southampton of the second part and **John Thomas Downman** of Beechen Linnhurst in the County of Hants, Commissary in Her Majesty's Army and hereinafter called the Tenant of the third part The said George Culley as such Commissioner as aforesaid in exercise of all powers and authorities enabling him so to do hereby on behalf of Her Majesty agrees to let to the Tenant who agrees to take and rent as tenant to Her Majesty

All that the exclusive right of sporting fowling and shooting upon **and over All that** Enclosure or parcel of land belonging to Her Majesty containing One hundred and fifty six acres three roods and twenty five perches or thereabouts situate within the New Forest in the County of Hants and known as **Park Ground Enclosure** which said land is delineated and colored green on the plan in the margin of these presents for letting the **MSM** a yearly tenancy from the first day of September One thousand eight hundred and eighty four determinable nevertheless as hereinafter over **Park Ground** mentioned at the clear yearly rent of Eight pounds to be paid by **Enclosure** in the equal half yearly payments on the first day of March and the first day of September in every year into the hands of Her Majesty's Receiver for the New Forest on a yearly tenancy the time being of the rents and profits of the said premises free from from the 1st all deduction whatsoever except in respect of Landlords Property Tax the first payment thereof to be made on the first day of March One thousand eight hundred and eighty five and the payment of the rent for the last half year of the tenancy to be made in advance on the first day of March next preceding the end thereof **And** the Tenant hereby covenants and agrees with Her 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 rent hereby reserved upon the days and in the manner aforesaid.
2. To pay all taxes rates and assessments whatsoever now or hereafter charged or imposed in respect of the rights hereby agreed to be let either under any existing or future Act of Parliament together with a proportionate part of such rates and taxes up to the end of the tenancy except the Landlords property tax.
3. Not at any time to do or suffer to be done any waste spoil or destruction upon the said land or any injury or damage to the hedges or trees thereon or the fences thereof.

4. To leave at the end of the tenancy a fair and reasonable stock of game upon the said land.
5. To kill and destroy and effectually keep down from time to time during the tenancy the hares and rabbits in and upon the said land hereinbefore described so as to prevent the number of them from increasing or impeding the good management of the said land or injuring the crops trees shrubs and fences thereon and in case the tenant shall neglect or omit so to do or if at any time the number of hares and Rabbits shall appear to the Lessor to render it expedient for him so to do the Lessor may at his discretion after giving to the Tenant or leaving for him at his usual or last known place of residence in England Seven days notice in writing for that purpose 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 number as shall in the opinion of the Lessor be consistent with good management of the said land and all the costs and expenses incurred thereby together with the amount of all damage occasioned by such neglect or omission shall on an account thereof in writing being delivered to or left for the tenant as aforesaid be borne and paid by him.
6. Not to commit or suffer during the tenancy any damage or injury to be done to any lands trees fences or crops of Her Majesty or of Her tenants in the exercise of the rights hereby agreed to be let and in case of any damage or injury being done to the said lands trees fences or crops to make full compensation and recompense to Her Majesty Her heirs and successors for all such damage or injury as aforesaid the amount of which compensation and recompense shall in case of difference be settled and determined by the Deputy Surveyor of the said Forest.
7. Not to assign or underlet the said rights and privileges hereby agreed to be let or any part thereof or part with the possession of these presents without the previous license and consent in writing of the Lessor and at his costs and charges to procure every assignment which may with such license as aforesaid be made of these presents or of the premises hereby agreed to be let or any part thereof and all Prohibitions of Mills and Letters of Administration affecting this Agreement to be within six calendar months from the dates thereof respectively enrolled in the Office of Land Revenue Records and Inrolments and a Minute or docket thereof entered in the Office of the said Court or Comptrolners Provided And these Presents are upon

this express condition nevertheless that if any rent hereby reserved shall be in arrear for twenty one days or if there shall be a breach of any of the covenants and agreements by the Tenant or conditions herein contained or in case the tenant shall either voluntarily or involuntarily do or suffer to be done any act matter or thing whereby or in consequence whereof this present Agreement or the Estate or interest of the tenant in the premises hereby agreed to be let shall become vested in any person or persons whomsoever except by bequest or by representation as executor or administrator without such license as aforesaid then and in any of the said cases it shall be lawful for the Lessor by notice in writing given to or left in manner aforesaid for the tenant to determine and put an end to the tenancy hereby created but without prejudice to any right of action which may then have accrued to the Queen's Majesty her heirs or successors for arrears of rent or breach of any covenant Provided also that the tenancy hereby created may be determined at the end of any year thereof either by the Lessor upon giving to the Tenant six calendar months previous notice in writing of his intention so to do or by the Tenant upon giving to the Lessor the like notice and paying the rent hereby reserved and performing and observing the severall covenants and agreements on his part therein contained up to the day of the said tenancy being determined and any such notice proceeding from the Lessor may be given to the Tenant or left for him in manner before mentioned and any such notice proceeding from the Tenant may be left at the Office of the Lessor And it is hereby agreed and declared that the term "Lessor" herein means The Queen's Majesty her heirs successors and assigns or so long as the land hereinbefore described is vested in the Crown the Commissioner 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 Tenant 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 George Lutley 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 writted.

Geo (L) Lutley

J. J. Downman

Signed

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

J Russell Lowray
Office of Woods, &
Mitchell Place

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

H L Peet
Wimborne
Gent:

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

Hw.

1st November 1881

H G. Hewlett
Keeper of the Records

Purchase Done

This Indenture

Dated 23rd
October 1884

C^y of Southampton

Miss Elizabeth
Moncrieffe

The Queen's
Most Excellent
Majesty

Conveyance
of land at
Lyndhurst in
the New Forest

Purchase of
money
£1100.

made the twenty third day of
 October in the year of Our Lord One thousand eight hundred and
 eighty four Between Elizabeth Moncrieffe of Lyndhurst in
 the County of Southampton Spinster of the first part George
 Cutley Esquire one of the Commissioners of Her Majesty's Woods,
 Forests and Land Revenues of the second part and The Queen's
 Most Excellent Majesty of the third part Whereas
 the said Elizabeth Moncrieffe is seized for an estate of inheritance
 in fee simple in possession of the piece of land and hereditaments
 first hereinafter described and intended to be hereby assured the same
 with other premises having been by a Deed Poll dated the twelfth day
 of April One thousand eight hundred and forty eight under the
 hands and seals of the then Commissioners of Her Majesty's Woods Forests
 Land Revenues Works and Buildings and of Joseph Short therein
 described granted and conveyed to the use of the said Joseph Short his
 heirs and assigns and by an Indenture bearing date the twenty ninth
 day of September One thousand eight hundred and seventy seven and
 made between the said Joseph Short of the one part and the said Elizabeth
 Moncrieffe of the other part appointed and conveyed by the said Joseph
 Short unto and to the use of the said Elizabeth Moncrieffe her heirs
 and assigns And whereas George Kinn late of Lyndhurst
 aforesaid being seized for an estate of inheritance in fee simple of the
 piece of land secondly hereinafter described and intended to be hereby
 assured by his Will dated the tenth day of October One thousand eight
 hundred and sixty six devised the same with other premises unto his
 wife Catherine Kinn for her life and after her decease unto and to the
 use of his Daughter Emily Catherine Gater her heirs and assigns for
 ever And whereas the said Testator died on the twenty sixth
 day of July One thousand eight hundred and sixty seven and his said
 Will was proved on the twenty third day of September One thousand
 eight hundred and sixty seven in the District Registry at Winchester of
 Her Majesty's High Court of Justice by the said Catherine Kinn and
 George Richard Kinn and Charles Richard Norton three of the Executors
 therein named And whereas by an Indenture dated the
 fifteenth day of July One thousand eight hundred and seventy six
 and made between the said Catherine Kinn of the first part John
 Gater and the said Emily Catherine Gater his wife of the second part
 and the said Charles Richard Norton and Arthur Joshua Kinn of
 the third part and which Indenture was duly acknowledged by the
 said Emily Catherine Gater the said piece of land secondly hereinafter

1884/10/23

described was with other premises granted and appointed unto and to the use of the said Charles Richard Norton and Arthur Joshua Nunn their heirs and assigns Upon trust that they or the survivor of them should (subject during the lives or life of the said Catherine Nunn and Emily Catherine Gater or such of them as should for the time being be living to their or her written consent) sell the same premises and invest the monies arising by any sale as therein mentioned **And whereas** the said Catherine Nunn died on the twenty fourth day of December One thousand eight hundred and eighty and was buried at Lyndhurst aforesaid and the consent in writing of the said Emily Catherine Gater to the sale effected by the Indenture next hereinafter recited was duly given **And whereas** by an Indenture dated the ninth day of October One thousand eight hundred and eighty two and made between the said Charles Richard Norton and Arthur Joshua Nunn of the one part and Henry Scammell of the other part the said piece of land secondly hereinafter described was with other premises granted and conveyed unto and to the use of the said Henry Scammell his heirs and assigns for ever **And whereas** by an Indenture dated the tenth day of October One thousand eight hundred and eighty two and made between the said Henry Scammell of the one part and William Head of the other part the said piece of land secondly hereinafter described was with other premises granted unto and to the use of the said William Head his heirs and assigns by way of security for the repayment of a sum of Seven hundred pounds and interest as therein mentioned **And whereas** by an Indenture dated the twenty sixth day of January One thousand eight hundred and eighty three and made between the said William Head of the first part the said Henry Scammell of the second part and the said Elizabeth Moncrieffe of the third part the said piece of land secondly hereinafter described was with other premises conveyed unto and to the use of the said Elizabeth Moncrieffe her heirs and assigns in fee simple discharged from all monies secured by and from all claims under the last before recited Indenture **And whereas** by an Indenture dated the twenty ninth day of September One thousand eight hundred and eighty four and made between the said Elizabeth Moncrieffe of the first part Charles Hayter of the second part and George James Scammell of the third part the piece of land situate on the north side of and immediately adjoining the piece of land secondly hereinafter described was conveyed to the said George James Scammell in fee

163

simple) And the said George James Scammell thereby covenanted with the said Elizabeth Moncrieffe that he the said George James Scammell would within three months from the date thereof erect and for ever maintain a good and sufficient wood pale fence not less than six feet high or a nine inch brick wall of the same height on the side of the land thereby conveyed therein particularly distinguished and which is in fact the side against the north boundary of the land secondly hereinafter described and also that he would not at any time hereafter dig any gravel or earth of any kind on the premises thereby conveyed except for the purpose of levelling or for the construction of any portion of any buildings which might at any time be erected thereon nor carry on or permit to be carried on upon such premises any offensive trade manufacture or business whatsoever nor erect any offensive building thereon and further that he the said George James Scammell when building on the land thereby conveyed would not build beyond the building line marked on the plan therein referred to and which line is also marked on the plan annexed to these presents And whereas by an indenture also dated the twenty ninth day of September One thousand eight hundred and eighty four and made between the said Elizabeth Moncrieffe of the one part and the said Charles Hayter of the other part the land situate on the south side of and immediately adjoining the piece of land secondly hereinafter described was conveyed to the said Charles Hayter in fee simple And the said Charles Hayter thereby covenanted with the said Elizabeth Moncrieffe that he the said Charles Hayter would within three months from the date thereof erect and for ever maintain a good and sufficient wood pale fence not less than six feet high or a nine inch brick wall of the same height on the side of the land thereby conveyed therein particularly distinguished and which is in fact the side against the south boundary of the land secondly hereinafter described and also that he would not at any time hereafter dig any gravel or earth of any kind on the premises thereby conveyed except for the purpose of levelling or for the construction of any portion of any buildings which might at any time be erected thereon nor carry on or permit to be carried on upon the premises thereby conveyed any offensive trade manufacture or business whatsoever nor erect any offensive building thereon and further that he the said Charles Hayter when building on the land thereby conveyed would not build beyond the building line marked on the plan therein referred to and which line is also marked on the plan annexed to these presents And whereas the said George Fuller

in exercise of the powers of an Act of Parliament of the tenth
 year of the reign of King George the Fourth Chapter 50 and of the
 Act of the fourteenth and fifteenth years of the reign of Her present
 Majesty Chapter 112 and with the authority of the Commissioners
 of Her Majesty's Treasury signified by their Warrant has contracted
 with the said Elizabeth Moncrieffe for the purchase on behalf of
 Her Majesty of the said pieces of land and hereditaments hereinafter
 described and intended to be hereby assured and the fee simple and
 inheritance thereof free from all incumbrances for the price of One
 thousand one hundred pounds Now this Indenture
 witnesseth that in pursuance of and for effectuating the said
 sale and in consideration of the sum of One thousand
 one hundred pounds or or before the execution of these
 presents paid by the said George Gulley on behalf of The Queen's
 Majesty to the said Elizabeth Moncrieffe of which sum of One thousand
 one hundred pounds the said Elizabeth Moncrieffe doth hereby acknowledge
 the receipt The said Elizabeth Moncrieffe as beneficial Owner
 Both by these presents grant convey bargain and sell unto The Queen's
 Majesty her heirs and successors First All that piece or
 parcel of land situate at Lyndhurst aforesaid containing three acres
 three roods and twenty five perches or thereabouts (being formerly
 part of a larger field or piece of land known as Oxforde or Oxforde
 Large Field) and bounded on the North West by premises in the
 occupation of General Burrows and by other premises belonging to
 Mr Henry Judd on the North East by premises belonging to Mr
 William Head on the north partly by the said premises belonging to
 the said William Head and by other premises belonging to Her Majesty
 and by other part of the said field known as Oxforde or Oxforde Large
 Field (but on part of which certain Cottages or buildings now stand)
 belonging to the said Elizabeth Moncrieffe on the east partly by the last
 mentioned portion of the said Field known as Oxforde or Oxforde Large
 Field partly by the piece of land secondly hereinafter described and
 partly by other premises abutting on the road known as Gosport Lane
 leading from Lyndhurst aforesaid to Brockenhurst and belonging as to
 part to the said Henry Scammell and as to other part to the said
 George James Scammell and Charles Hayter and on the south and
 south west by premises belonging to Mr Pitney Martin And secondly
 All that other strip or parcel of land of about the width of twenty
 five feet situate at Lyndhurst aforesaid and lying on the east side of
 the piece of land first hereinbefore described and between that piece of

land and Gosport Land aforesaid and bounded on the north by the said premises belonging to the said George James Scammell and on the south by the said premises belonging to the said Charles Hayter. All which said premises hereinbefore described and intended to be hereby assured are delineated on the plan annexed to these presents the first described premises being thereon colored red and the secondly described premises being thereon colored blue. **Together** with the right to take advantage of and enforce the covenants by the said George James Scammell and Charles Hayter respectively contained in the two several hereinbefore recited Indentures of the twenty ninth day of September One thousand eight hundred and eighty four in respect of the said land and premises hereinbefore described and intended to be hereby conveyed but without prejudice to the right of the said Elizabeth Moncrieff her heirs and assigns to take advantage of and enforce the same in respect of the neighbouring land or buildings now belonging to her the said Elizabeth Moncrieff. **To have and to hold** the said pieces of land and premises hereinbefore described and intended to be hereby granted and conveyed unto Her Majesty her heirs and successors in right of Her Crown. **And** the said Elizabeth Moncrieff hereby acknowledges the right of Her Majesty her heirs successors and assigns to production and delivery of copies of the documents specified in the Schedule hereunder written which are retained by her the said Elizabeth Moncrieff and hereby undertakes for the safe custody thereof and doth hereby covenant with Her Majesty that all the obligations and liabilities imposed by law in respect of the said documents shall be observed and performed not only at the request in writing of Her Majesty or of any person claiming through or under her but also at the request in writing of a Commissioner for the time being of Her Majesty's Woods Forests and Land Revenues or of the Law Officers of the Crown. **And** the said George Gullely doth hereby direct that this deed shall be deemed to be fully and sufficiently indented 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 first and second parts respectively have hereunto set their hands and seals the day and year first above written.

The Schedule above referred to

12 April 1848. The before mentioned Deed Robt of this date under the hands and seals of The Right Honorable George William Frederick Howard commonly called Viscount Morpeth, Alexander Milne Esquire and Charles Alexander Gore

the then Commissioners of Her Majesty's Woods Forests Land Revenues
Works and Buildings and of the said Joseph Short.

11th April 1848. Indenture between the said Joseph Short of the one part
and William Goodrich of the other part.

13th Nov^r 1850. Indenture (endorsed on the last mentioned Indenture) between
the said William Goodrich of the one part and the said Joseph
Short of the other part.

29th Sept. 1877. The before mentioned Indenture of this date.

Elizabeth Moncrieffe (St.)

Geo (St) Culley

Signed sealed and delivered by the within named Elizabeth
Moncrieffe in the presence of

Frederick Astell Lushington J.P.
Rosiere. Lyndhurst. Hants

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

J Russell Towrey
Office of Woods, &c
Mickleall Place

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

H. G. Hewlett
Keeper of the Records

30th October 1884

(S)

Dated 11th August 1884
Dean Forest
Mr. Christie
Surrender
of agreement
of letting
Lodge, dated
11th May 1881.

I the within named William Christie the younger do hereby at the request and by the direction of George Cullley Esquire a Commissioner of Her Majesty's Woods Forests and Land Revenues surrender and yield up unto The Queen's Majesty her heirs and successors as and from the twenty fifth day of June last All and singular the within described premises And I the said George Cullley do hereby direct that this Surrender shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and The Queen's Inrolments and the filing or making an entry of such deposit by the Most Excellent Keeper of the said Records and Inrolments In witness whereof we the said William Christie the younger and George Cullley have hereunto set our hands and seals this fourteenth day of August 1884

William Christie (st)
Geo: Cullley (st)

Signed sealed and delivered by the said William Christie the younger in the presence of - William Christie, Forest Keeper, Herbert Lodge

Signed sealed and delivered by the said George Cullley in the presence of - George Bennett, Office of Woods, 2 Whitehall place

I Certify that a duplicate of this Surrender 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

14th August 1884

Dated 11th August 1884
Dean Forest
Mr. Tho: Morgan
Surrender
of agreement
letting
Lodge dated
11 May 1881.

I the within named Thomas Morgan do hereby at the request and by the direction of George Cullley Esquire a Commissioner of Her Majesty's Woods Forests and Land Revenues surrender and yield up unto The Queen's Majesty her heirs and successors as and from the twenty fifth day of June last All and singular the within described premises And I the said George Cullley do hereby direct that this Surrender 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 we the said Thomas Morgan and George Cullley have hereunto set our hands and seals this fourteenth day of August 1884

Thomas Morgan (st)
Geo: Cullley (st)

Signed sealed and delivered by the said Thomas Morgan in the presence of - William Christie, Forest Keeper, Herbert Lodge.

Let to John Norton - see p: 137 ante

Signed

1884/12/00/54

Signed sealed and delivered by the said George Culley in the presence of - George Bennett, Office of Woods, 2 Whitehall Place

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

A. G. Hewlett

16th August 1884

Keeper of the Records

Dated 27th
October 1884

Dean Forest

M^r William
Bennett

to

The Queen's
Most Excellent
Majesty.

Surrender
of part of the
Quarry No^o 253

This Indenture made the twenty seventh day of October One thousand eight hundred and eighty four Between the within named **William Bennett** of the first part **George Culley** Esquire 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 said County of Gloucester of the second part and **The Queen's Most Excellent Majesty** of the third part Whereas the Stone Quarry and premises demised by the before written Indenture of Lease which is dated the seventeenth day of May One thousand eight hundred and eighty two and is made between The Queen's Majesty of the first part Sir Henry Prougham Leck, K.C.B., of the second part and the said William Bennett of the third part are still vested in the said William Bennett for all the residue of the term of years thereby granted and he has requested the said George Culley as such Commissioner as aforesaid to accept on behalf of Her Majesty a Surrender as from the twenty ninth day of September One thousand eight hundred and eighty four of Twenty yards or one length on the Northern side of the said Quarry and to allow as from the same date an abatement of Two pounds per Annum in respect of such twenty yards or one length in the rent reserved by the before written Indenture which the said George Culley has agreed to do as hereinafter appears Now this Indenture witnesseth that in pursuance of the premises He the said William Bennett as Beneficial Owner and with the consent of the said George Culley testified by his executing these presents Doth surrender to the Queen's Majesty All that the aforesaid twenty yards or one length of the said Quarry No^o 253 demised by the before written Indenture and lying on the North side of such Quarry and which said twenty yards or one length is more particularly described and delineated on the plan in the margin hereof To the intent and purpose that the term of years created by the within written Indenture and all the estate and interest now subsisting under or

by virtue of the same Indenture may so far as regards the premises intended to be hereby surrendered be merged and extinguished and in further pursuance of the premises it is hereby agreed between the said George Cutley and the said William Bennett that an abatement of Two pounds per Annum shall be made from the twenty ninth day of September One thousand eight hundred and eighty four in respect of the premises intended to be hereby surrendered in the yearly rent of Four pounds reserved by the before written Indenture and that nothing herein contained shall in anyway prejudice or affect the covenants and conditions of the before written Indenture so far as regards the premises not intended to be hereby surrendered or the yearly rent of Two pounds to be payable as from the said twenty ninth day of September One thousand eight hundred and eighty four in respect of such premises and which rent the said William Bennett hereby for himself his heirs executors administrators and assigns covenants with Her Majesty Her heirs and successors to pay to Her Majesty her heirs and successors on the twenty ninth day of September in every year during the continuance of the term granted by the before written Indenture of Lease. And the said George Cutley 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 second parts have hereunto set their hands and seals the day and year first above written.

William Bennett (St)
Geo: Cutley (St)

Signed sealed and delivered by the above named William Bennett in the presence of - William Christie, Herbert Lodge, Forest Keeper

Signed sealed and delivered by the above named George Cutley in the presence of - Russell Sowray, Officer of Woods &c, Mistlehall 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.

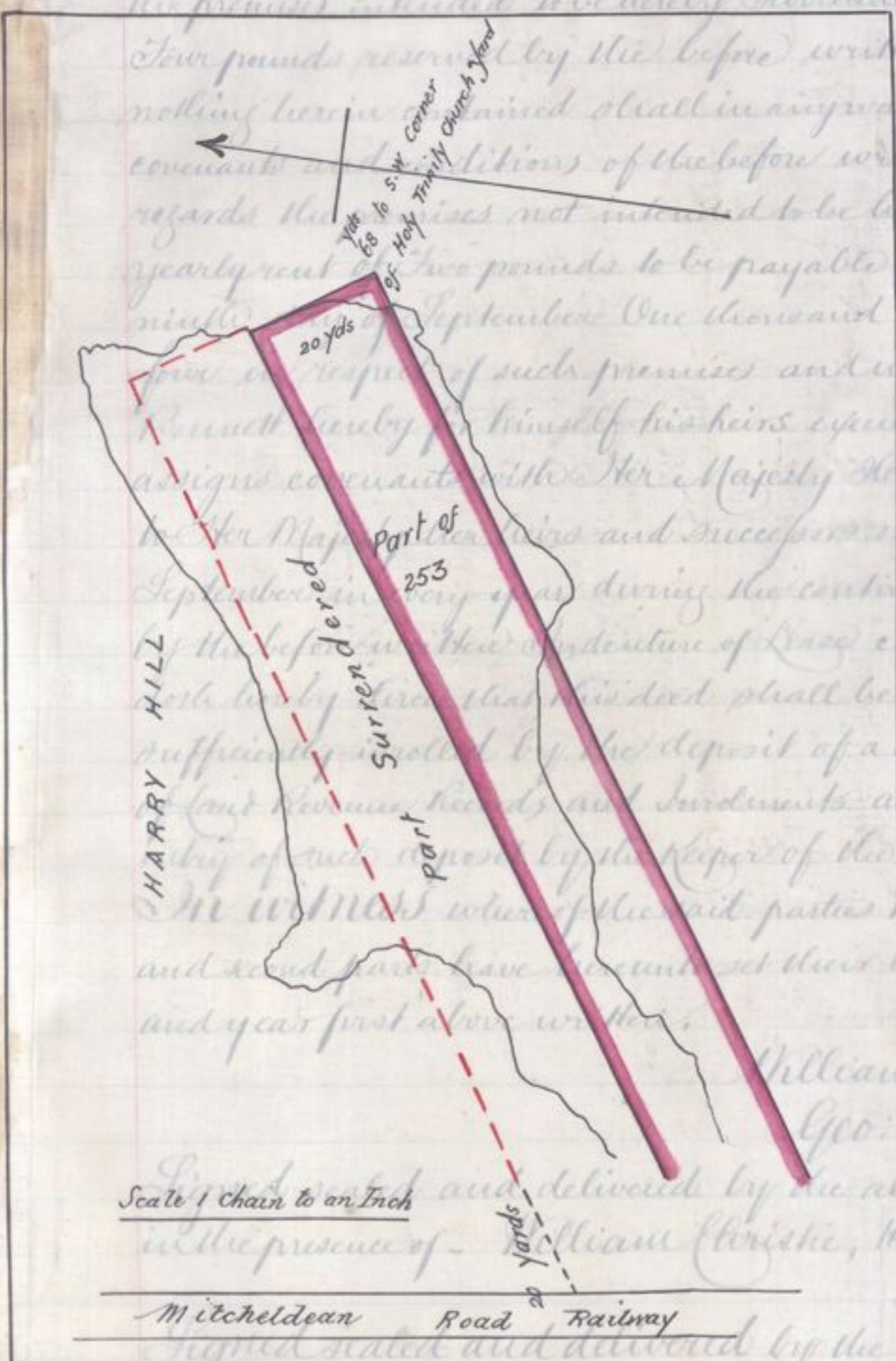
H. G. Hewlett
Keeper of the Records

29th October 1884



14/10/84

by virtue of the same Indenture may so far as regards the premises included to be hereby surrendered be merged and extinguished and in further pursuance of the premises it is hereby agreed between the said George Cutley and the said William Bennett that an abatement of Two pounds per Annum shall be made from the twenty ninth day of September One thousand eight hundred and eighty four in respect of the premises included to be hereby surrendered in the yearly rent of Four pounds reserved by the before written Indenture and that nothing herein contained shall in any way prejudice or affect the covenants and conditions of the before written Indenture so far as regards the premises not intended to be hereby surrendered or the yearly rent of Two pounds to be payable as from the said twenty ninth day of September One thousand eight hundred and eighty four in respect of such premises and which rent the said William Bennett hereby for himself his heirs executors administrators and assigns covenants with Her Majesty Her heirs and successors to pay to Her Majesty Her heirs and successors on the twenty ninth day of September in every year during the continuance of the term granted by the before written Indenture of Lease & Mill the said George Cutley shall be fully and sufficiently satisfied by the deposit of a duplicate thereof in the said Court of Records and the filing or making an entry of such duplicate by the Keeper of the said Records and Induments in witness whereof the said parties to these presents of the first and second part have hereunto set their hands and seals the day and year first above written.



William Bennett (S)
Geo. Cutley (S)

Signed, sealed and delivered by the above named William Bennett in the presence of - William Christie, Robert Lodge, Forest Keeper

Signed, sealed and delivered by the above named George Cutley in the presence of - Russell Torrens, Officer of Woods &c, Mitchell 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

29th October 1884

(20)