

Dated 27th

October 1884

Ocean Forest

M^r. William Gavelle

Milletts Secy.

— to —

The Queen's

Most Excellent

Majesty

Surrender

of part of Quarry

N^o. 558.

This Indenture

made the twenty seventh day of October One thousand eight hundred and eighty four Between William Milletts of Vinoy Hill near Blakeney in the County of Gloucester of the first part George Cutley Esquire a Commissioner of Her Majesty's Woods Forests and Land Revenues and Her Majesty's M^r. William Gavelle of and for the Forest of Ocean 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 twenty eighth day of July One thousand eight hundred and eighty four and is made between The Queen's Majesty of the first part The Honourable James Kenneth Howard of the second part and William Davis the elder of the third part are now vested in the said William Milletts for all the residue of the term of years thereby granted and he has requested the said George Cutley 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 Cutley has agreed to do as hereinafter appears Now this Indenture witnesseth that in pursuance of the premises He the said William Milletts as Beneficial Owner and with the consent of the said George Cutley testified by his executing these Presents Doth Surrender to the Queen's Majesty All that the aforesaid ^{of the said Quarry N^o. 558} twenty yards or one length ^{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 Milletts 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

any way prejudiced 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 the said premises and which rent the said William Willets 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 Sulley 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 Willets (KT)
Geo: Sulley (KT)

Signed sealed and delivered by the above named William Willets in the presence of
John Jones
Caulby Lodge - Forest Keeper

Signed sealed and delivered by the above named George Sulley in the presence of
J Russell Lowrey
Office of Woods, &
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

1884/1900/151

any way prejudiced 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 the said premises and which rent the said William Willets 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 the first and second parts have hereunto set their hands and seals this first day of October 1884

William Willets (S)
Geo: Cutley (S)

John Jones
Aubrey Lodge - Forest Keeper

Witnessed sealed and delivered by the above named George Cutley in the presence of
J Russell Surveyor
Office of Woods, &
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

1884/10/29

Dated 21st of October 1884 **This Indenture** made the twenty fourth day
 of October One thousand eight hundred and eighty four Between
 Charles Hayter of Lyndhurst in the County of Southampton
 Co^y. of Southampton Builder of the first part George Cutley Esquire a Commissioner
 of Her Majesty's Woods Forests and Land Revenues of the second part
 Mr. Charles Hayter and The Queen's Most Excellent Majesty of the
 third part Whereas by an Indenture dated the twenty ninth
 day of September One thousand eight hundred and eighty four
 and made between Elizabeth Moncrieffe of the one part and the
 The Queen's Most Excellent Majesty of the other part certain Land and
 premises situate at Lyndhurst aforesaid and therein particularly
 described were granted and conveyed by the said Elizabeth
 Moncrieffe to the said Charles Hayter in fee simple **And**
 whereas by an Indenture dated the twenty third day of
 October One thousand eight hundred and eighty four and made
 as to production of between the said Elizabeth Moncrieffe of the first part the said
 a certain Deed George Cutley of the second part and The Queen's Majesty of the
 relating to Land third part a strip or parcel of land of about the width of twenty
 at Lyndhurst acquired five feet situate at Lyndhurst aforesaid and abutting on the
 from Miss E. South upon the Land and premises comprised in the before
 Moncrieffe. recited Indenture and which strip or parcel of Land was in the
 Indenture now in recital more particularly described was with
 other premises granted and conveyed by the said Elizabeth Moncrieffe
 unto Her Majesty her heirs and successors in right of Her Crown
And whereas a certain Indenture dated the twenty sixth
 day of January One thousand eight hundred and eighty three
 and made between William Henry Head of the first part Henry
 Scammell of the second part and the said Elizabeth Moncrieffe of
 the third part relates as well to the Title to the strip of Land
 so as aforesaid conveyed to Her Majesty as to the Land and premises
 conveyed to the said Charles Hayter and the same has been
 delivered by the said Elizabeth Moncrieffe to the said Charles
 Hayter who has agreed to give such acknowledgment and
 undertaking in relation thereto as are hereinafter contained **Now**
this Indenture witnesseth that in pursuance of the said
 Agreement the said Charles Hayter hereby acknowledges the right
 of The Queen's Majesty her heirs successors and assigns to
 production and delivery of copies of the said Indenture of the
 twenty sixth day of January One thousand eight hundred
 and eighty three 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 Indenture 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 Culley 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.

Charles Hayter (St)

Geo Culley (St)

Signed sealed and delivered by the within named Charles Hayter in the presence of
 George S. Coxwell
 Solr.
 Lyndhurst

Signed sealed and delivered by the within named George Culley in the presence of
 J Russell Sowray
 Office of Woods &
 Mithell 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

13th Nov^r. 1884

(St)

12/11/2009/54

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Polly

Dated 1st September 1884 **This Indenture** made the first day of September One thousand eight hundred and eighty four Between Peter Sheridan Mac Dougall of Ross in the County Forest of Dean of Hereford Esquire John Roberts of Lea Bailey Brickworks in the County of Gloucester Brickmaker Richard Searle Hundred of of the Castle Brewery Newport in the County of Monmouth Brewer St. Briavels and Goodrich Langham of Coleford in the County of Gloucester Esquire of the first part George Gulley Esquire a Commissioner of Her Majesty's Woods Forests and Land Revenues and Her Majesty's Owners of the Gavelor of and for the Forest of Dean in the County of Gloucester Gale of Coal called of the second part and The Queen's Most Excellent Majesty of the third part Whereas the said parties hereto the Prosper (on Harrow Hill) of the first part are the registered Owners of the Gale of Coal now known as the Prosper (on Harrow Hill) 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 whereas the holders of the said Gale have desisted from working the same for a space exceeding five years at one time in violation of the ninth rule specified in the second Schedule to the said Award And the said Gale has become liable to be forfeited to The Queen's Majesty And whereas it has been agreed between the said parties hereto of the first part and the said George Gulley as such Commissioner and Gavelor as aforesaid that in consideration of the forbearance until the thirty first day of December One thousand eight hundred and eighty eight of the execution of the right of re-entry 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 parties hereto of the first part Do by these presents according to their respective Estates and Interests in the said Gale release surrender and renounce unto The Queen's Most Excellent Majesty her heirs and successors All right and liberty of them the said parties hereto of the first part their heirs and assigns and all persons holding through or under them of making up the Shortworkings accumulated up to and including the thirty first day of December One thousand eight hundred and eighty three in respect of the said Gale and which amount to the sum of ninety seven pounds fifteen shillings and eight pence Provided always and the said parties hereto of the first

_____ to _____
 The Registered
 Owners of the
 Gale of Coal called
 the Prosper (on
 Harrow Hill)

 The Queen's
 Most Excellent
 Majesty

 Release
 of _____
 Shortworkings

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part do for themselves their heirs and assigns Covenant and agree with and to The Queen's Most Excellent Majesty her heirs and successors in manner following that is to say

1. That the said 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 resumed the working 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 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 thirty first day of December One thousand eight hundred and eighty eight 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 resumed the working thereof before that date the particular right of reentry or agreed to be postponed as hereinbefore mentioned shall not be exercised. And the said George Culley 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 first and second parts have hereunto set their hands and seals the day and year first above written.

(sic)

P. S. MacDo (St) Jugalb Richard (St) Searle
 John (St) Roberts Goodrich (St) Langhams Geo. (St) Culley

Signed sealed and delivered by the within named Peter Sheridan

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MacDougall in the presence of
J. E. Godfrey Bowen
The Worcester Bank
Ross
Bankers Clerk

Signed sealed and delivered by the within named John
Roberts in the presence of
William Jenkins
Sea Bailey
Postman

Signed sealed and delivered by the within named Richard
Searle in the presence of
A. H. Herring
Castle Brewery Newport, Mon:
Brewer

Signed sealed and delivered by the within named Godrich
Langham in the presence of
Alfred J King
High Nash House, Coleford Glos:
Gentleman

Signed sealed and delivered by the within named George
Culley in the presence of
J. N. Wadd
15 Peverney Road
St. Leonards on Sea
Surgeon

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.

11th September 1884

H. G. Hewlett
Keeper of the Records

Dated 26th
Sept: 1884

Forest of Dean
— and —
Hundred of
St Briavels

The Register
Owner of the
Gales of Coal
called "Old
Forester Colliery"
"Young Forester
Colliery" and
"Heart of Oak
Colliery"

The Queen's
Most Excellent
Majesty

Release
— of —
Shortworkings

This Indenture made the twenty sixth day of September One thousand eight hundred and eighty four **Between** Richard Jones of the New Inn Hotel Parkent in the County of Gloucester of the first part **George Cutley** Esquire a Commissioner of Her Majesty's Woods Forests and Land Revenues and Her Majesty's Gavellet of and for the Forest of Dean in the County of Gloucester of the second part and **The Queen's Most Excellent Majesty** of the third part **Whereas** the said Richard Jones is the registered Owner of the Gales of Coal called respectively "Old Forester Colliery" granted to Thomas Jenkins, Thomas Phipps, and James Davis on the seventh day of February One thousand eight hundred and forty three "Young Forester Colliery" granted to Philip Morse on the twenty seventh day of June One thousand eight hundred and forty three and "Heart of Oak Colliery" granted to Thomas Phipps Junior on the seventeenth day of December One thousand eight hundred and forty four **And whereas** the holders of the said Gales have not bona fide commenced opening the same in violation of the Fourth Rule specified in the Second Schedule to the Dean Forest Mining & Commissioners Award of Coal Mines dated the eighth day of March One thousand eight hundred and forty one and of the Award of the 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 Gales have respectively become liable to be forfeited to the Queen's Majesty And whereas** it has been agreed between the said Richard Jones and the said George Cutley as such Commissioner and Gavellet as aforesaid that in consideration of the forbearance until the eleventh day of June One thousand eight hundred and eighty six of the execution of the rights of reentry so accrued as aforesaid to Her Majesty such release and surrender of Shortworkings and such covenants and grants shall be executed as are hereinafter contained **Now this Indenture witnesseth** that the said Richard Jones 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 him the said Richard Jones his heirs and assigns And all persons holding through or under him of making up the Shortworkings accumulated up to and including the thirty first day of December One thousand eight hundred and eighty three in respect of the said Gales and which amount in respect of the Old Forester Colliery to the sum of Ten pounds in respect of the Young**

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Forester Colliery to the sum of Ten pounds and in respect of the
Heart of Oak Colliery to the sum of Four pounds Provided &
always and the said Richard Jones 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 or any of them before the registered Owners of
the said Gales respectively shall have bona fide commenced the
opening thereof.
2. That all powers of taking suing for or recovering and all
obligations and covenants for payment of galeage rents dead or
certain rents and royalty or tonnage duty shall be in force and
shall apply with preference to the galeage rents dead or certain rents
royalties or tonnage duties hereafter to become due in respect of
the said Gales respectively 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 Gales
respectively other than the particular rights of reentry agreed to
be postponed as hereinbefore mentioned.

And it is hereby declared that it is the intention of
these presents that if the Registered Owners shall on the eleventh
day of June One thousand eight hundred and eighty six have
continued in the occupation of the said Gales respectively paying
the proper rents and royalties to the Crown without deduction on
account of the Shortworkings intended to be hereby released or any
part thereof and duly observing the conditions under which they hold
and shall have bona fide commenced the opening thereof respectively
before that date the particular rights of reentry so agreed to be
postponed as hereinbefore mentioned shall not be exercised And
the said George Fuller 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 heretofore of the first and second parts have

Hereunto set their hands and seals the day and year first above written.

Richard (H) Jones

Geo (H) Fuller

Signed sealed and delivered by the within named Richard Jones in the presence of

Amos Smith

Coalway Lane end

Coleford

Innkeeper

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

George Bolton

Mount Pleasant

Darlington

Local Government Board Clerk

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

2nd October 1884

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The Agreement

Dated 22nd November 1881, made the twenty second day of November One thousand eight hundred and eighty four Between George Culley Esquire the Commissioner of Her Majesty's Forest of Dean Woods Forests and Land Revenues to whom the management of the Forest of Dean in the County of Gloucester is now assigned of the one part and The Guardians of the Poor of the Monmouth Union in the Counties of Monmouth, Gloucester and Hereford Her Majesty's Woods, &c. acting as the Rural Sanitary Authority for that Union and hereinafter called "The Guardians" of the other part Made by the Act of Parliament 44 and 45 Victoria Chapter LXXXVII entitled "The East and West Dean (Highways) Act 1883" the Guardians as the Rural Sanitary Authority of the said Union are invested with all the powers rights duties capacities liabilities and obligations of an Urban Sanitary Authority under the provisions of Sections 144, 145 and 149 of the Public Health Act 1875 within the Township of West Dean in the said County of Gloucester and by virtue of such provisions the Guardians are now the Highway Authority having jurisdiction over the Township aforesaid And whereas by the said recited Act the said George Culley as such Commissioner as aforesaid and the Guardians as such Sanitary and Highway Authority as aforesaid are empowered to make and carry into effect agreements concerning the execution and expenses of the repair and maintenance of any highways or roads made or to be made within the said Township other than roads which had already or should at any time after the passing of the said Act cease to be Turnpike Roads with power to make provision in any such Agreement that any such highway or road should be put into repair or made wholly or in part by the said George Culley as such Commissioner as aforesaid and should after a date to be fixed by the Agreement become repairable by the inhabitants of the said Township and be maintained as a Highway accordingly with any other terms conditions and provisions that may be agreed upon between the said George Culley as such Commissioner and the Guardians as such Authority as aforesaid Now these Presents witness and the said George Culley as such Commissioner as aforesaid and the Guardians as such Authority as aforesaid mutually agree as follows videlicet,

- 1 The said George Culley shall forthwith make and complete in a proper and substantial manner a new road as indicated by yellow color on the plan attached hereto across Moseley Green within



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The said Forest from the ^{turnpike} road from Parkend to Blakeney at a point marked A on the said plan above the Railway Bridge over such road to the turnpike road from Parkend to Yorkley at a point marked B on the said plan near the Bridge carrying such Turnpike Road over the Old Tramway below Brick Pit such Road to be formed of a width of fifteen feet at least and to be metalled over the entire surface to a depth of seven inches.

2. The said George Culley shall also forthwith cause the several roads or portions of roads described in the Schedule hereunder written to be put into a good and substantial state of repair.

3. When and so soon as the County Surveyor or Chief Constable for the said County of Gloucester or (in the event of such Surveyor and Chief Constable declining or neglecting to inspect the said Roads or portions of roads or any of them upon being requested so to do by the said George Culley or other the Commissioner or Commissioners of Her Majesty's Woods, Forests and Land Revenues to whom the management of the said Forest of Dean shall for the time being be assigned and who are hereinafter referred to as "the said Commissioner or Commissioners") some independent Surveyor, nominated and appointed for such purpose by the said Commissioner or Commissioners shall certify in writing that the said new road and the said roads or portions of roads described in the said Schedule hereto or any or either of them have been made and completed or repaired (as the case may be) as aforesaid to his satisfaction such roads or road or portions or portion of roads or road shall as from the date of such Certificate be and become Highways or a Highway repairable by the inhabitants of the said Township of West Dean and be for ever maintained as Highways or a Highway accordingly. And all fees payable for any such Certificate to the County Surveyor or Chief Constable or such other Surveyor as aforesaid shall be paid by the said Commissioner or Commissioners and every such Certificate as aforesaid shall either be filed by the Clerk of the Peace for the said County of Gloucester with the Records of the County or be enrolled in the Office of Land Revenue Records and Inrolments.

In witness whereof the said George Culley has hereunto set his hand and seal and the Guardians have caused their Common Seal to be hereunto affixed the day and year first above written

The Schedule above referred to

1. The road from the Speckle House to the Turnpike Road at the point marked D on the said plan below the New Fancy Pit and

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The said Forest from the ^{turnpike} road from Parkend to Blakeney at a point marked A on the said plan above the Railway Bridge over such road to the turnpike road from Parkend to Yorkley at a point marked B on the said plan near the Bridge carrying such



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The "Schedule" above referred to

1. The road from the Spicke House to the Turnpike Road at the point marked D on the said plan below the New Fancy Pit and

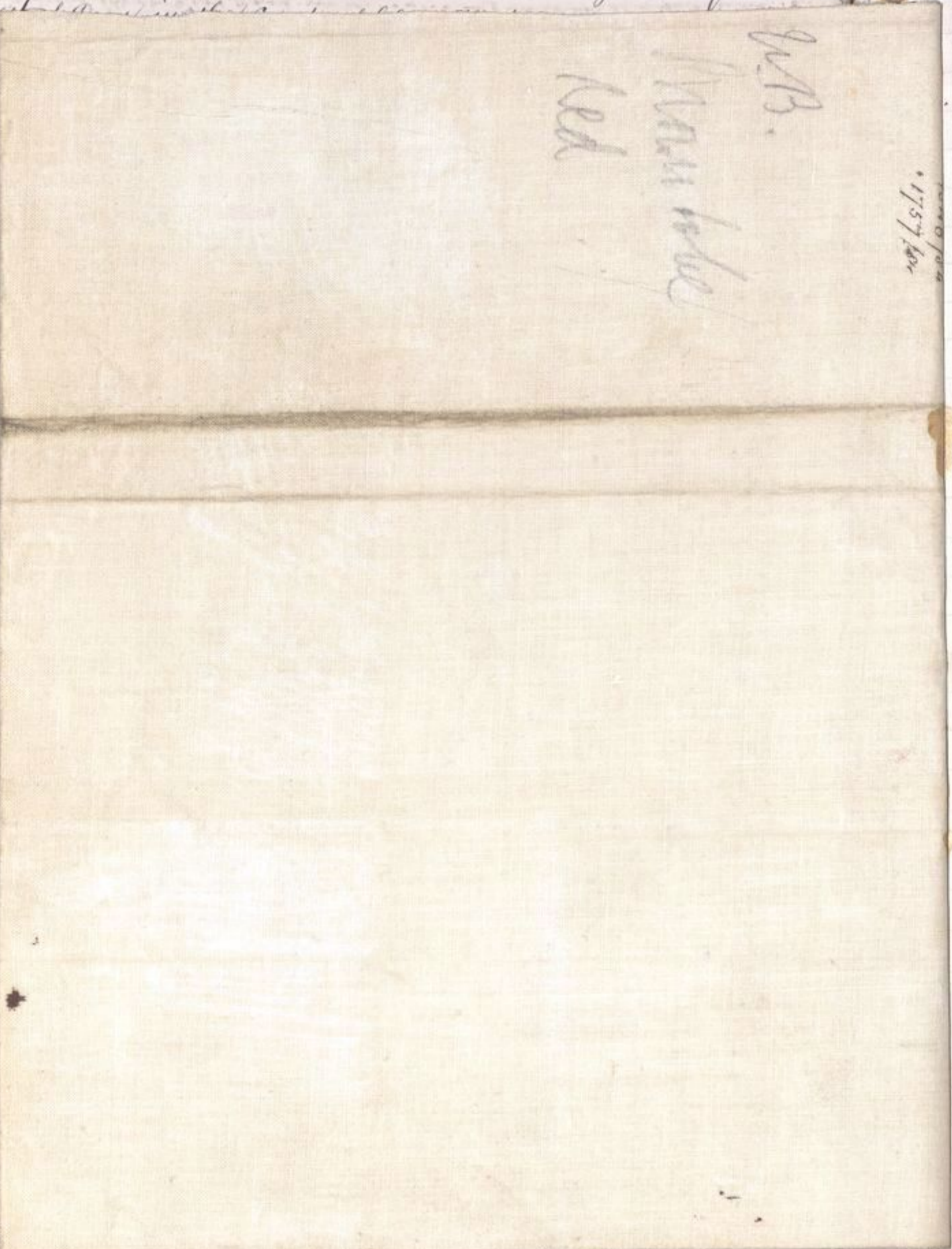
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1/12/1909/14

Dated 22nd day of November 1884
The Agreement made the twenty second
November 1884 day of November One thousand eight hundred and eighty four
Between George Cutley Esquire the Commissioner of Her Majesty's
Forest of Dean Woods Forests and Land Revenues to whom the management of the

George Cutley Esq one
a Commissioner of the
Her Majesty's Woods, & act
and
The Guardians of the
of the Foot of the
Monmouth
Union

Agreement of
as to roads within
the Township of
West Dean.



W.B.
M. B. B. B.
Red

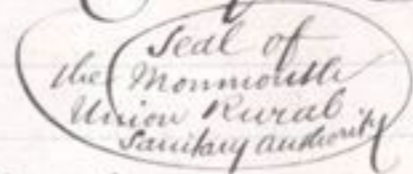
1757/100

Authority as aforesaid mutually agree as follows videlicet,
1 The said George Cutley shall forthwith make and complete
in a proper and substantial manner a new road as indicated by
yellow color on the plan attached hereto across Moseley Green within

indicated by the red line on the said plan between those places.

2. The road from Yorkley by Whitecroft to Breaus Hayes commencing at points marked F_1^1 and F_1^2 on the said plan and terminating at a point marked F on such plan and indicated by the red line on the said plan between those points.
3. The road from the point marked G on the said plan above Whitecroft Mill to the point marked H on the said plan at Parkhill Mine Level and indicated by the red line on the said plan between those points.
4. The road from the point marked I on the said plan above Parkhill Lutter Pit to a point marked K on the said plan on the Turnpike Road at Stockley and indicated by the red line on the said plan between such points.
5. The road commencing at a point marked L on the said plan at Pastors Hill and thence to Breau School and by Oakwood Mill to Ham pit near Lambsey way terminating there at a point marked M on the said plan and shown by the red line thereon between those points.
6. The road from the point marked N on the said plan at Lambsey way and thence by Milkwall Station to Coalway terminating there at the point marked O on the said plan and indicated by red line thereon between those points.
7. The road from the point marked P on the said plan at Mile End and thence by Five Acres to the Forest Boundary above Coal pit Hill terminating there at the point marked Q on the said plan and indicated by the red line thereon between those points.

Geo Culley (S.)



Signed sealed and delivered by the above named George Culley in the presence of - J Russell Sowray, Officer of Woods &c, Whitwell Place.

The Common Seal of the Monmouth Rural Sanitary Authority was hereunto affixed at a Meeting held on the 22nd day of November 1884 by James Davis, Chairman - in the presence of J.R. Oakley, 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

4th December 1884

H.G. Hewlett
Keeper of the Records

Deed

This Indenture

Dated 29th November 1884

made the twenty ninth day of November One thousand eight hundred and eighty four Between The

Dean Forest

Queen's Most Excellent Majesty of the first part George Gulley Esquire the Commissioner of Her Majesty's Woods Forests and Land Revenues to whom the management and direction of the Royal Forest of Dean with

George Gulley

the duties and powers appertaining thereto have been duly assigned under the Act fourteenth and fifteenth Victoria Chapter 42 Section 5 of

of Her Majesty's

the second part and Richard Jones of Parkend near Lydney in the County of Gloucester hereinafter called "the Lessee" of the third part

Woods,

Whereas the Lessee is the Registered Owner of a certain Gale or Colliery in the said Forest of Dean called or known as the Little Brittain Colliery

to

and as such Registered Owner lately applied to the said George Gulley as such Commissioner as aforesaid (in whom the powers given to the

M^r Richard Jones

Commissioners for the time being of Her Majesty's Woods Forests Land Revenues Works and Buildings by the Act first and second Victoria Chapter

LEASE of

43 are now vested) to grant to him a lease of the piece or parcel of land several pieces now or formerly part of the unenclosed waste land of the said Forest

of land at or

hereinafter more particularly described for the purposes hereinafter mentioned near Caken Hill

in Parkend or

York Walk in the Forest of Dean to be held demise and lease unto the Lessee his executors administrators and assigns

in connection

with the Little Brittain Gale or Colliery. Now this Indenture witnesseth that in consideration of the

rent hereinafter reserved

and of the covenants by the Lessee hereinafter contained The said George Gulley as such Commissioner as aforesaid by

virtue of every power enabling him so to do

Doth by these presents demise and lease unto the Lessee his executors administrators and assigns

All those

three several pieces or parcels of land now or formerly parts of the unenclosed waste land of Her Majesty's Forest of Dean in the

County of Gloucester

situate lying and being at or near Caken Hill in Parkend or York Walk in the Township of West Dean in the County

of Gloucester

containing together by admeasurement one rood and fifteen and one half perches which said pieces of land are with the boundaries

and abutments thereof

more particularly described on the plan drawn in the margin hereof and are thereon colored red and blue respectively 1.

2. 3. except and reserving out of this

demise All mines minerals stone and substrata within or under the said land together with all

rights powers and authorities incident or appertaining to the said

excepted premises Together with liberty or privilege for the Lessee his executors administrators and assigns to make or form or maintain

and use a holly road of the width of five feet from the point A

to the point B as coloured Blue on the said Plan To have and to hold the said pieces of land liberties privileges and premises hereby

granted unto the Lessee his executors administrators and assigns

together with the said holly road unto the Lessee his executors administrators and assigns

together with the said holly road

unto the Lessee his executors administrators and assigns

together with the said holly road

unto the Lessee his executors administrators and assigns

together with the said holly road

unto the Lessee his executors administrators and assigns

together with the said holly road

unto the Lessee his executors administrators and assigns

together with the said holly road

unto the Lessee his executors administrators and assigns

together with the said holly road

unto the Lessee his executors administrators and assigns

Commencing 24 June 1884
Term granted 31 Years
Expires 24 June 1915

Rent £2 per Annum

1884/1915

Subject nevertheless to the provisions of the Act of Parliament
 first and second Victoria Chapter 43 for the term of **Thirty**
ONE YEARS from the twenty fourth day of June One thousand
 eight hundred and eighty four (determinable nevertheless as
 hereinafter mentioned) for the purpose of erecting or maintaining
 thereon or on some parts thereof an Engine House Smiths Shop
 Office and Pond and a loading Bank siding and such other
 buildings or conveniences as may be required for the purposes of
 the said Little Britton Gale or Colliery to be held and used in
 connection therewith and for the more convenient working of the
 same and for no other purpose whatsoever **yielding and**
paying therefor yearly and every year during the said term
 unto Her Queen's Majesty her heirs and successors the rent or
 sum of **Two pounds** of lawful money of Great Britain to
 be paid half yearly on the twenty fifth day of December and
 the twenty fourth day of June in every year by Equal payments
 without any deduction for land tax or any other present or
 future taxes sewer or other rates charges assessments or impositions
 whatsoever the first of such payments to begin and be made on
 the twenty fifth day of December One thousand eight hundred
 and eighty four **And** the Lessee doth hereby for himself his
 heirs executors administrators and assigns covenant with the Queen's
 Majesty her heirs and successors that he the Lessee his executors
 administrators or assigns will during the continuance of this demise
 pay unto Her Queen's Majesty her heirs and successors the said
 yearly rent of Two pounds on the days hereinbefore appointed for
 payment thereof without any deduction or abatement whatsoever
And also will pay the land tax, and all other taxes sewer and
 other rates charges assessments and impositions whatsoever which
 now are or at any time during the said term may be taxed assessed
 or imposed upon the said demised premises or any part thereof
And also that he the Lessee his executors administrators or
 assigns will forthwith well and sufficiently inclose and fence in
 the said land hereby demised to the satisfaction of the said
 George Fulley or other the Commissioner or other Officer or Officers
 for the time being exercising the powers now exercised by the said
 George Fulley and will during the continuance of this demise at his
 own costs keep the same so well and sufficiently inclosed and
 fenced in as aforesaid **And** shall and will at all times maintain
 and keep the said demised premises in good and proper repair order

and condition and with all necessary and requisite drains sewers & watercourses and amendments whatsoever and will make good all damage or injury which at any time or times during the continuance of this demise may happen or be occasioned to the Lands trees property or possessions of Her Majesty or of any adjoining Owner or Owners by reason of the use or occupation of the said demised premises for the purposes aforesaid. And that it shall be lawful for the said George Culley or other the Commissioner or other Officer or Officers aforesaid or the Deputy Surveyor or Deputy Gavelor for the time being of the said Forest with or by their workmen servants or Agents from time to time and at all times during the continuance of this demise to enter into and upon the said demised premises for the purpose of viewing and examining the state and condition thereof. And further that he the Lessee his executors administrators or assigns or any other person or persons will not at any time during the continuance of this demise without the consent in writing of the said George Culley as such Commissioner as aforesaid or other the Commissioner or other Officer or Officers aforesaid for that purpose first had and obtained erect build or set up or permit or suffer to be erected built or set up upon the said piece or parcel of land hereby demised or any part of the same any house building or machinery whatsoever other than and except such as are hereby expressly sanctioned or authorized to be made erected set up or maintained or that may be necessary for the more convenient working of the said Gale or Colliery nor use or occupy nor permit or suffer the said demised premises or any part thereof to be used or occupied otherwise than for the purposes of and in connection with the said Gale or Colliery and for the more convenient working of the same and in strict conformity with (so far as the same may be applicable thereto) the rules orders and regulations of the Dean Forest Mining Commissioners made for the working of Gales pits levels and works of Coal or Coal Mines in the said Forest of Dean and Hundred of St Briavel and will not commit or suffer to be committed any waste spoil damage or injury to the said demised premises or any part thereof or to the inclosures lands trees property or possessions of Her Majesty or of any adjoining Owner or Owners nor do or suffer to be done any act or thing whatsoever which may be or become a nuisance annoyance or disturbance to Her Majesty her heirs or successors or to the Owners or Occupiers of any contiguous premises. And also that he the Lessee his executors administrators or assigns with at the end or other sooner determination of the said term peaceably and quietly leave Surrender and yield up unto the Ducous

and condition and with all necessary and requisite drains sewers & watercourses and amendments whatsoever and will make good all damage or injury which at any time or times during the continuance of this demise may happen or be occasioned to the Lands trees property or possessions of Her Majesty or of any adjoining Owner or Owners by reason of the use or occupation of the said demised premises for the purposes

of said and that it shall be lawful for the said George Cutley or other the Commissioner or other Officer or Officers aforesaid or the Deputy Surveyor or Deputy Gavelor for the time being of the said Forest with or by their workmen servants or Agents from time to time and at all times during the continuance of this demise to enter into and upon the said demised premises for the purpose of viewing and examining the state and condition thereof

And further that he the Lessee his executors administrators or assigns or any other person or persons will not at any time during the continuance of this demise without the consent in writing of the said George Cutley as such Commissioner as aforesaid or other the Commissioner or other Officer or Officers aforesaid

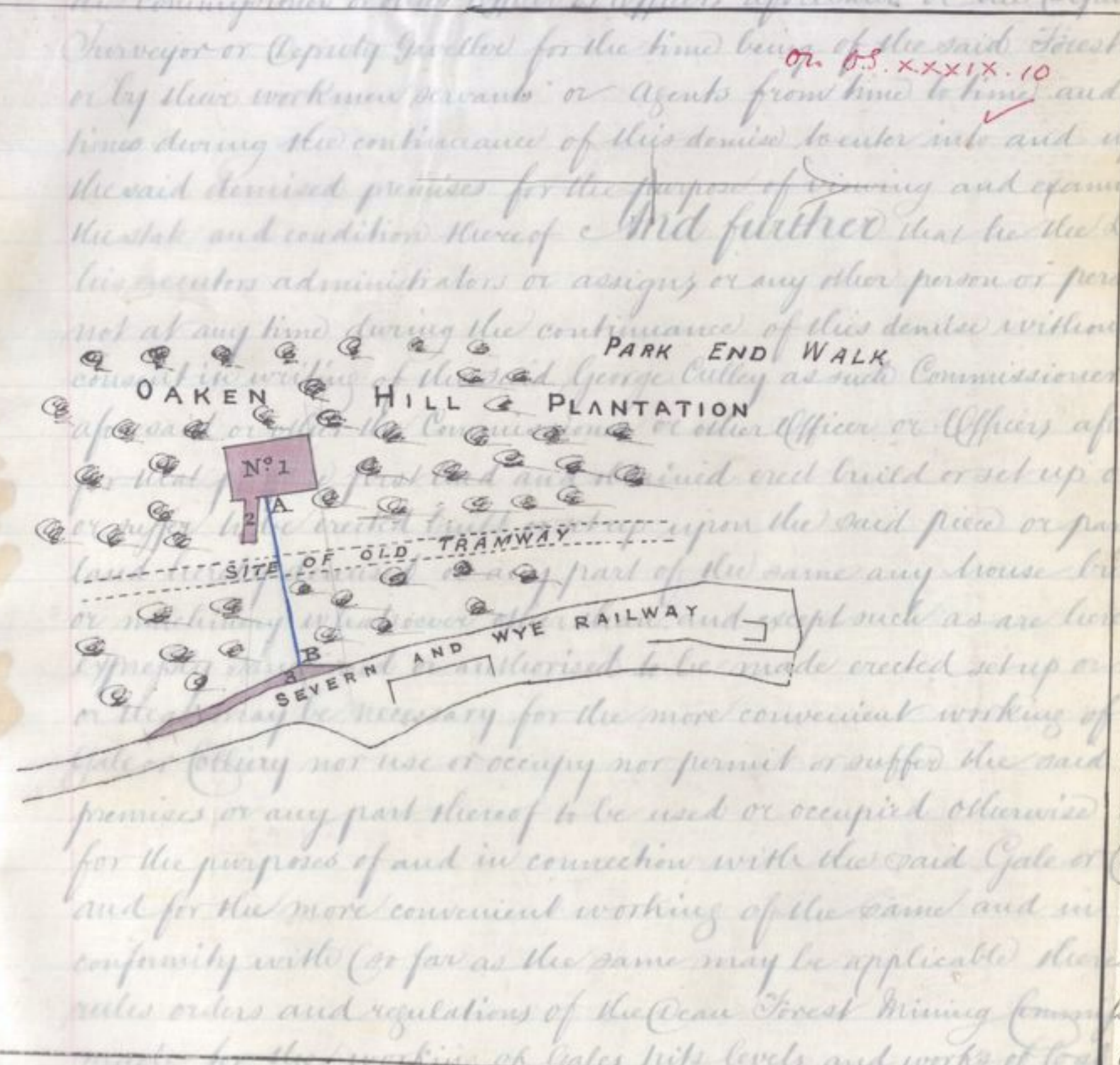
erect build or set up or permit or suffer to be erected built or set up upon the said piece or parcel of land any part of the same any house building or any other building or any other structure or any other thing or any other thing whatsoever

except such as are hereby authorized to be made erected set up or maintained for the more convenient working of the said mine or mines or any part thereof or for the more convenient working of the said mine or mines or any part thereof

and for the more convenient working of the same and in strict conformity with (or far as the same may be applicable thereto) the rules orders and regulations of the Queen Forest Mining Commissioners made for the working of Gales pits levels and works of coal or coal mines in the said Forest of Dean and Hundred of St. Bruns and will not permit or suffer to be committed any wash spoil damage or injury to the said demised premises or any part thereof or to the inclosures

lands trees property or possessions of Her Majesty or of any adjoining Owner or Owners nor do or suffer to be done any act or thing whatsoever which may be or become a nuisance annoyance or disturbance to Her Majesty her heirs or successors or to the Owners or Occupiers of any contiguous premises

And also that he the Lessee his executors administrators or assigns with at the end or other sooner determination of the said term peaceably and quietly leave surrender and yield up unto the Queen



181200/14

Majesty her heirs and successors or to the said George Fulley as such
 Commissioner as aforesaid or other the Commissioner or other Officer
 or Officers aforesaid on behalf of Her Majesty or to whom he or they
 shall direct or appoint to receive the same the said demised
 premises in good and proper repair order and condition and
 also will at his own costs within three calendar months from the
 respective dates thereof cause all assignments which may at any
 time hereafter be made of these presents or of the premises hereby
 demised and all probates of Wills and Letters of Administration
 affecting the premises to be within six calendar months from the
 date thereof enrolled in the Office of Land Revenue Records and
 Inrolments and a Minute or docket thereof respectively to be entered
 in the Office of the said Commissioners of Her Majesty's Woods,
 Forests and Land Revenues Provided always And these
 presents are granted upon this express condition that the
 said term hereby granted shall absolutely cease and determine when
 the said Little Brittan Gale or Colliery shall be relinquished or
 given up or cease to be worked pursuant to the rules orders and
 regulations of the Ocean Forest Mining Commissioners made for working
 Gales Pits levels and works of Soals or Coal Mines within the said
 Forest and thundred or the grant of the said Gale or Work shall be
 otherwise determined Provided lastly and these presents are
 upon this express condition that if the said Rent of Two pounds
 hereby reserved or any part of the same shall be unpaid for
 thirty days next after either of the days of payment on which the
 same ought to be paid or if the Lessee his executors admors and assigns
 do not in all things observe perform and keep all and singular the
 covenants provisions conditions and restrictions herein contained and
 on their parts to be performed and kept according to the true intent
 and meaning of these presents then and from thenceforth and in
 any of such cases it shall be lawful for Her Majesty her heirs
 and successors or the said George Fulley as such Commissioner as
 aforesaid or other the Commissioner or other Officer or Officers aforesaid
 on behalf of Her Majesty her heirs and successors into and upon the
 said demised premises or any part of the same in the name of
 the whole to reenter and the same thenceforth to have again retain
 repossess and enjoy as in her or their former State and the Lessee
 his executors administrators and assigns and all other occupiers
 thereof thereout and from thence to expel put out or amove this
 present Indenture or anything herein contained to the contrary

whereof notwithstanding and the said George Sulley 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.

George (G.) Sulley

Richard (R.) Jones

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

J Russell Lowray
Office of Woods &
Whitehall Place

Signed sealed and delivered by the within named Richard Jones in the presence of

Marmaduke Laver
Rich Lodge nr. Coleford
Clerk to Sir James Campbell Bart.

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

4th December 1884

(22)

1884/1200/511

Dated 14th November 1884 **This Indenture** made the fourteenth day of November One thousand eight hundred and eighty four Between **Osman Barrett** of Albany House, Solihull, in the County of Warwick, Esquire, and **James John Grenfell Borlase** late of Mitcheldean in the County of Gloucester but now of Brighton in the County of Sussex Gentleman of the first part **George Selley** Esquire a Commissioner of Her Majesty's Woods Forests and Land Revenues and Her Majesty's Gaveller of and for the Forest of Dean in the County of Gloucester of the second part and **The Queen's Most Excellent Majesty** of the third part **Whereas** the said parties hereto of the first part are the registered owners of the Gale of Coal called **The Victory** 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 whereas** the holders of the said Gale have desisted from working the same for a space exceeding five years at one time in violation of the ninth rule specified in the Second Schedule to the said Award of Coal Mines **And the said Gale** has become liable to be forfeited to **The Queen's Majesty** **And whereas** it has been agreed between the said parties hereto of the first part and the said **George Selley** as such Commissioner and Gaveller as aforesaid that in consideration of the forbearance until the thirty first day of December One thousand eight hundred and eighty six of the execution of the right of recutting so accrued as aforesaid to Her Majesty such release and surrender of Shortworkings and such covenants and grants shall be executed as are hereinafter contained **Now this Indenture witnesseth** that the said parties hereto of the first part **DO** by these presents for themselves their heirs and assigns release surrender and renounce unto **The Queen's Most Excellent Majesty** her heirs and successors **All** right and liberty of them the said parties hereto of the first part their heirs and assigns **And** all persons holding through or under them of making up the Shortworkings accumulated up to and including the thirty first day of December One thousand eight hundred and eighty three in respect of the said Gale and which amount to the sum of **Twenty four pounds** **Provided always** and the said parties hereto of the first part do for themselves their heirs and assigns covenant and agree with and to **The Queen's Most Excellent Majesty** her heirs and successors in manner following that is to say:

- 1. That the said right of recutry 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 resumed the working 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 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 recutry or other rights or powers of Her Majesty her heirs and successors in respect of the said Gale other than the particular right of recutry 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 thirty first day of December One thousand eight hundred and eighty six have continued in the occupation of the said Gale paying the proper rents and royalties to the Crown without deduction or 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 resumed the working thereof before that date the particular right of recutry so agreed to be postponed as hereinbefore mentioned shall not be exercised And the said George Sulley 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 first and second parts respectively have hereunto set their hands and seals the day and year first above written.

Osman *(S)* Barrett
 Jas Jly *(S)* Borlase
 Geo *(S)* Sulley

Signed sealed and delivered by the within named Osman Barrett in the presence of - Edwin E. Yearsley, Solicitor, Mitcheldean

Signed sealed and delivered by the within named James Jolny Grenfell Borlase in the presence of - Jas. J. Borlase, 75 Park Road West, Brighton

Signed sealed and delivered by the within named George Sulley in the presence of - J. Russell Fowray, Office 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

19th November 1884

Abcharged
 Dec 21 1884

Jan 12 1885

Dated 23rd Dec^r 1884

Articles of Agreement made the 23rd

day of December One thousand eight hundred and eighty four

~~The Hon^{ble} J. K. HOWARD~~
George Cully Esq^r
a Commissioner of Her Majesty's
Woods, &c.,

Between THE QUEEN'S MOST EXCELLENT MAJESTY of the first part
~~THE HONORABLE JAMES KENNETH HOWARD~~ a Commissioner of Her
Majesty's Woods Forests and Land Revenues of the second part and

James
Bradley of Serridge Green in the Forest of Dean
in the County of Gloucester, Collier

and

hereinafter called "the said Tenant" of the third part

Mr James
Bradley

George Cully

THE said ~~James Kenneth Howard~~ as such Commissioner as aforesaid on
behalf of Her Majesty hereby agrees to let to the said tenant who hereby agrees with
Her Majesty to take and rent as tenant to Her Majesty ALL THAT Cottage

AGREEMENT for Letting
Cottage and Garden
and Blacksmiths Shop
at Serridge Green in
Dean Forest

and Garden situate at Serridge Green aforesaid
containing fourteen perches and coloured Red
and Red 1 on the plan attached hereto And
also all that Blacksmiths Shop and Premises
at Serridge aforesaid containing two and a half
perches and coloured Pink, numbered 2 on the said plan.

on a Yearly Tenancy from the
1st January 1884

with the appurtenances ~~situate at~~ which said premises were formerly

Rent £ 5.0.0 per Annum.

lately in the

occupation of the Owners of the Strip and At it Colliery

together with the fixtures therein TO HOLD the same hereditaments to the said
tenant his executors administrators and assigns as
from the first day of January 1884 as tenant

from year to year (the tenancy being however determinable as after mentioned) at
the yearly rent of Five pounds to be paid to the Crown

Receiver for Dean Forest free from all taxes rates and deductions whatsoever
except Landlord's property-tax) by equal Quarterly payments on the first
day of April the first day of July

the first day of October and the first day of
January in every year the first ^{four} Quarterly payments to be ^{made} on the
first day of January 1885 AND the said

tenant hereby agrees that he will pay to the Queen's Majesty the said yearly rent
of Five pounds on the days and in the manner aforesaid And will also
pay the land tax sewer rates tithes or tithe rent charge and all other rates taxes and
assessments whatsoever (except the Landlord's property tax) now or hereafter to be
imposed in respect of the said premises Together with a proportionate part thereof
for the period which shall elapse between the Quarterly day of payment next pre-
ceding the expiration of the said tenancy and the day on which the same shall

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Dated 23rd Dec^r 1884

Articles of Agreement made the 23rd

day of December One thousand eight hundred and eighty four

The Hon^{ble} J. K. HOWARD
George Coullley Esq^r
a Commissioner of Her Majesty's
Woods, &c.,

Between THE QUEEN'S MOST EXCELLENT MAJESTY of the first part
~~THE HONORABLE JAMES KENNETH HOWARD~~ ^{George Coullley Esquire} a Commissioner of Her

Majesty's Woods Forests and Land Revenues of the second part and James
Bradley of Serridge Green in the Forest of Dean
in the County of Gloucester, Collier

Mr James
Bradley

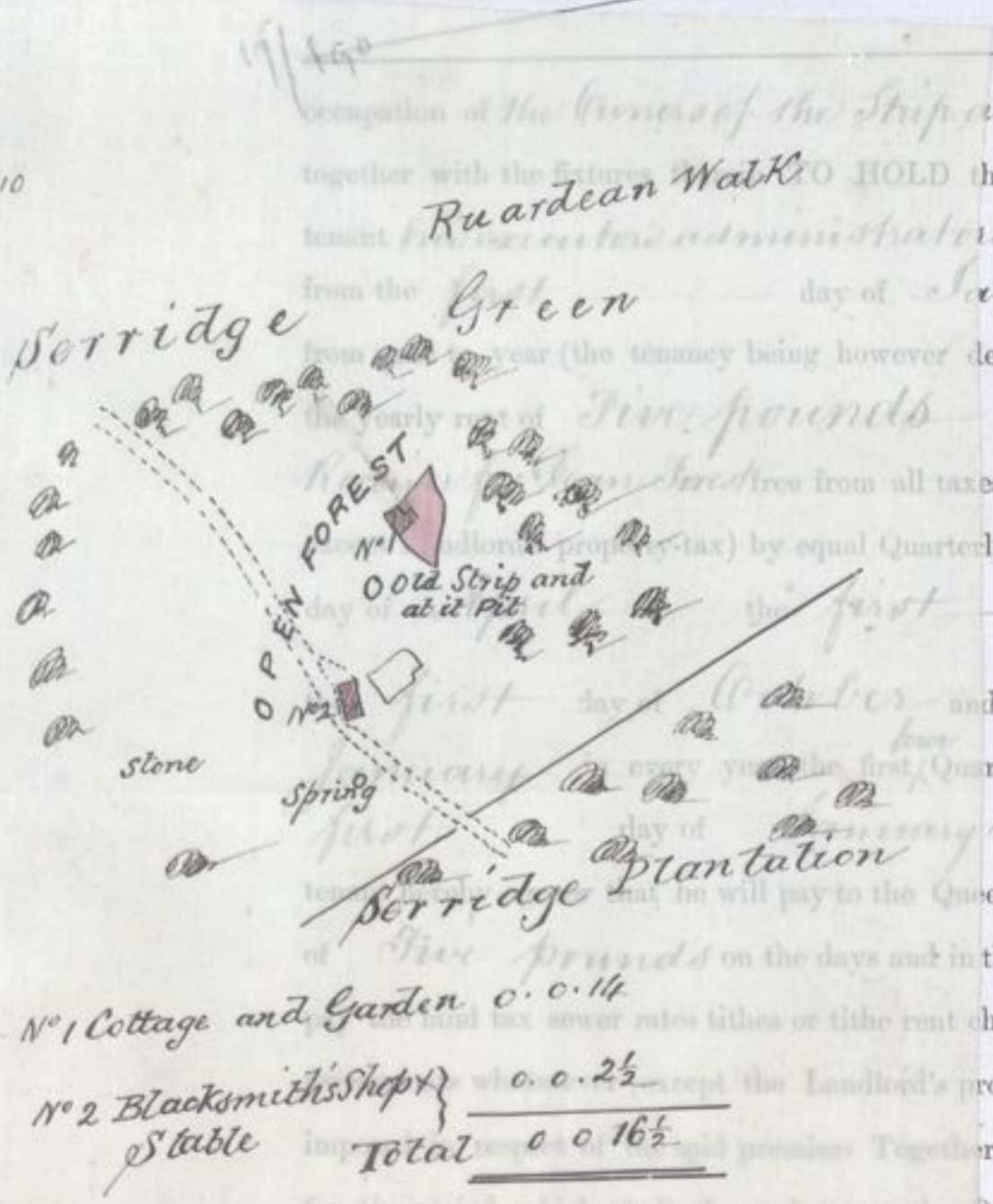
hereinafter called "the said Tenant" of the third part

THE said ~~James Kenneth Howard~~ ^{George Coullley} as such Commissioner as aforesaid on
behalf of Her Majesty hereby agrees to let to the said tenant who hereby agrees with
Her Majesty to take and rent as tenant to Her Majesty ALL THAT Cottage
and Garden situate at Serridge Green aforesaid
containing fourteen perches and coloured Red
and No 1 on the plan attached hereto And
also all that Blacksmith's Shop and Premises
at Serridge aforesaid containing two and a half
perches and coloured Pink, numbered 2 on the said plan
with the appurtenances ~~situate at~~ which said premises were formerly

AGREEMENT for Letting
Cottage and Garden
and Blacksmith's Shop
at Serridge Green in
Dean Forest
on a Yearly Tenancy from the
1st January 1884

Rent £ 5.0.0 per Annum.

XXXI - 10



No 1 Cottage and Garden	0.0.14
No 2 Blacksmith's Shop	0.0.2 1/2
Stable	0.0.16 1/2
Total	0.0.16 1/2

late^{ly} in the
occupation of the ~~Widow of the~~ ^{Ruardean Water} Shop and at it Colliery
together with the fixtures ^{to} HOLD the same hereditaments to the said
tenant ~~for~~ ^{as} ~~from~~ ^{from} the ~~1st day of~~ ^{1st day of} January 1884 as tenant
from year to year (the tenancy being however determinable as after mentioned) at
the yearly rent of ~~Five pounds~~ ^{Five pounds} to be paid to the Crown
free from all taxes rates and deductions whatsoever
(except the Landlord's property tax) by equal Quarterly payments on the ~~1st~~ ^{1st}
day of July
and the ~~1st~~ ^{1st} day of ~~July~~ ^{made}
Quarterly payments to be ~~made~~ ^{made} on the
1st day of ~~July~~ ^{July} 1885 AND the said
tenant shall pay to the Queen's Majesty the said yearly rent
of ~~Five pounds~~ ^{Five pounds} on the days and in the manner aforesaid And will also
pay the Land tax sewer rates tithes or tithe rent charge and all other rates taxes and
duties (except the Landlord's property tax) now or hereafter to be
imposed on the said premises Together with a proportionate part thereof
for the period which shall elapse between the Quarterly day of payment next pre-
ceding the expiration of the said tenancy and the day on which the same shall

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I certify that a duplicate of this Agreement has been deposited in the Office of Land

Revenue Records and Inrolments and an entry thereof made or filed by me.

(Signed) H.G. Hewlett

Keeper of the Records.

24th Decr 1884

expire AND also will keep the said premises and any fences and gates thereon in good repair and condition and will not do or suffer any waste or damage to the said premises and will at all times well and properly manage and cultivate the said land and keep and leave the same clean and in good heart and condition and will also keep the windows properly glazed and mended and will on the determination of the tenancy hereby created deliver up the said premises in good repair and condition to the Queen's Majesty her heirs or successors or to the said ~~James Kenneth Howard~~ ^{George Cutley} or other the Commissioner or Commissioners for the time being of Her Majesty's Woods Forests and Land Revenues having the management of the said premises (hereinafter called the said Commissioner or Commissioners) or to whom he or they may appoint AND will permit the said Commissioner or Commissioners or his or their Agent at any time or times during the said tenancy to enter into and inspect the state and condition of the said premises and to execute any works thereon or to place thereon any notice AND IT IS HEREBY AGREED that it shall be lawful for the said Commissioner or Commissioners or the said tenant to determine this tenancy at any one of the Quarterly days hereinbefore mentioned either in the first or any subsequent year thereof by giving to the other of them three calendar months previous notice in writing of his or their intention so to do and if such notice shall proceed from the said Commissioner or Commissioners the same may be given to the said tenant or left for *him* upon the said premises and if such notice shall proceed from the said tenant the same shall be left at the Office of the Commissioners of Her Majesty's Woods Forests and Land Revenues ~~AND IT IS HEREBY CONTRACTED AND AGREED between and by the said ~~James Kenneth Howard~~ ^{George Cutley} as such Commissioner as aforesaid for and on behalf of the Queen's Majesty on the one part and the said tenant on the other part that "The Agricultural Holdings (England) Act 1875" shall not apply to this present Contract of Tenancy AND the said ~~James Kenneth Howard~~ ^{George Cutley} doth hereby direct that this Agreement shall be deemed to be fully and sufficiently inrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Inrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Inrolments IN WITNESS whereof the said parties to these presents of the second and third parts have hereunto subscribed their names the day and year first above written.~~

slw

George Cutley }
 Signed by the above-named }
~~James Kenneth Howard~~ }
 in the presence of }
 (S) J Russell Bourne }
 Office of Woods }
 Whitehall Place.

James Bradley }
 Signed by the above named }
 in the presence of }
 (S) Geo. Edw. Francis }
 Crown Receiver }
 Kewford.

(Signed) Geo. Cutley

(Signed) James Bradley

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Dean Forest 1806,
Coke Burning

Office of Woods, P. J. W
20th November 1884

J. Chivers & Co Gentlemen, Dean Forest

Terms for permission to burn coke on the piece of land shown by red colour on the enclosed plan subject to your paying an acknowledgment of five shillings on the 1st of January in each year during the continuance of the permission. The first payment to be made on the 1st January 1885.

The permission will be strictly during the pleasure of the Commissioner and you will have to make good any damage occasioned to the Crown property by reason of such coke burning.

You will be good enough to state within a fortnight whether you accept these terms.

Mess^{rs} J. Chivers & Co

I am, Gentlemen

Hawkwell Works

Your obed^t. Servant

Ciuderford

J Russell Lowray

Dean Forest 1873

Coke burning George Gully Esq
J. Chivers & Co
Mitchell Place - London

Hawkwell Colliery
Ciuderford Nov: 22/84

Accepts conditions

in official Dear Sir,

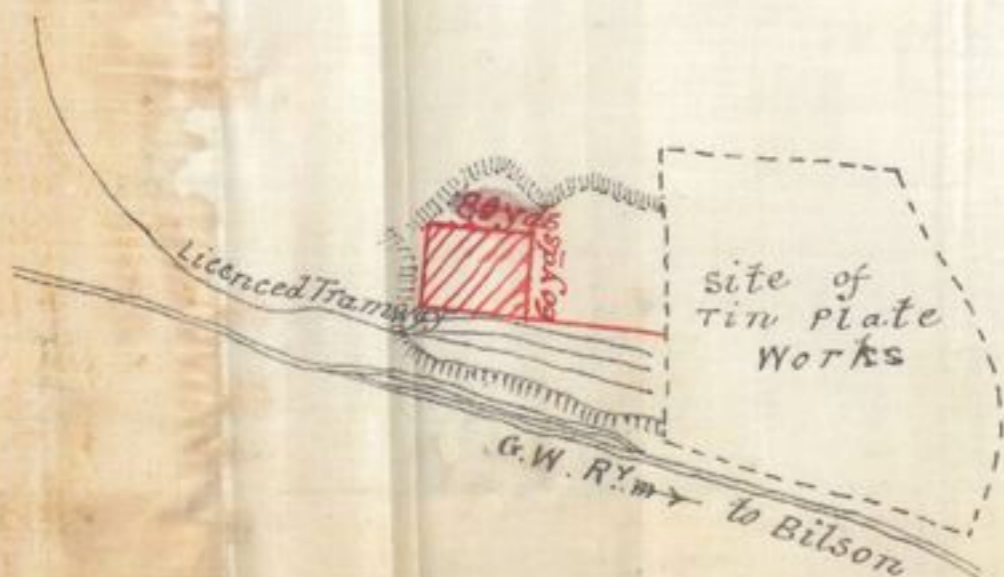
letter of 20th We are favored with your letter N^o 1806 dated 20th instant respecting permission to burn coke on the piece of land as per plan, and we now beg to state that we accept the conditions therein stated.

22nd Nov: 1884

Your obed^t. Servants

J Chivers & Co

Plan of ground marked in red required by J. Chivers & Co
for Coke Burning



Scale 208.33 ft to one Inch.

193

File F 4160

Plan deposited with Drawing Clerk *Page 28 Plan 56*
Assigned to A.D. Lyon 10th October 1890 *Vide L.R. 18 p. 436*
By a B. Re Miller 26 Feb 1900 - Budget 18 p. 7.

Dated 31st December 1884 **This Indenture** made the thirty first day of December One thousand eight hundred and eighty four **Between**

Co^l of Southampton **George Cutley** Esquire the Commissioner of Her Majesty's Woods **and** New Forest **Forests and Land Revenues** in charge of the premises intended to be hereby demised of the second part **and** **Seymour Augustus**

George Cutley Wood of Charlton Musgrove Mincanton in the County of Somerset Esq^r a Commissioner hereinafter called 'the Lessee' of the third part **Witnesseth** that in consideration of the rent and covenants hereinafter reserved and contained **He** the said George Cutley as such Commissioner

to **Seymour Augustus Wood Esq^r** as aforesaid in exercise of the powers of the Acts 10 George the fourth Chapter 50 and 11 & 15 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 third day of September One thousand eight hundred and eighty four **Doth** on behalf of

LLMO of Burley **Her Majesty** demise and lease to the Lessee **First** **All that** Lodge and Lands **Messuage** known as Burley Lodge with the Cottage Buildings and containing ^{10¹/₂ 2¹/₂ 1/2} **land** held therewith containing together One hundred and sixty and the right of **one** acres three roods and thirty nine perches or thereabouts situate **Sporting** over other **in** the New Forest in the Township of Burley in the County of **Lands** containing Southampton and more particularly described in the first part of the Schedule hereunder written and delineated and coloured **265 1 57** red on the Plan annexed hereto **And** Secondly **The** right of

Commencing **Shooting and Sporting** over **All those** other pieces of land 10th October 1884 containing together Two hundred and sixty five acres one rood and one perch or thereabouts situate in the New Forest aforesaid Term of years - 31 and more particularly described in the second part of the said Expires 10 Oct^r 1915 Schedule and delineated and coloured **Blue** on the said Plan

Rent L 150 per **Subject** nevertheless to the same right for the Occupiers for the Annium. time being of such last mentioned lands to kill and take ground game upon the premises in their respective occupations as is conferred upon every occupier of land by the Ground Game Act 1880 except **and** Reserving unto Her Majesty her heirs and successors **All** Timber and other trees tallars spires and saplings and all mines mineral substances and substrata (Except such materials as may be required for repairing roads on the first described premises)

1912 **To hold** the premises unto the Lessee from the tenth day of 1908 **October** One thousand eight hundred and eighty four for the term of **Thirty one years** **Paying** unto Her Majesty

Land is subject to a lease for 31 years expiring 10 Oct 1888

Land is subject to a lease for 31 years expiring 10 Oct 1892

See 93

58
36

her heirs and successors the clear yearly rent of **One hundred and fifty pounds** by equal quarterly payments on the fifth day of January the fifth day of April the fifth day of July and the tenth day of October in every year (Except that the rent for the last quarter of a year of the term shall be paid in advance on the fifth day of July preceding the end thereof) the first payment being due on the fifth day of January One thousand eight hundred and eighty five. **And also** paying in manner aforesaid a further yearly ^{equal} rent of **Five pounds** per cent upon all monies and expenses laid out or incurred by Her Majesty her heirs or successors during the term hereby granted under the provision next hereinafter contained or otherwise in or incidental to building or other improvements on the premises but not including the sum of Two hundred pounds recently laid out or agreed to be laid out in executing certain repairs to the premises such rent to be payable quarterly on the days aforesaid and to commence from the date or respective dates of any monies being laid out or incurred. **And it is agreed** that in the event of the Lessee so requiring at any time within the first seven years of the tenancy such sums of money as may be requisite but not exceeding in the whole the sum of One thousand pounds shall be laid out by Her Majesty her heirs or successors in making additions and alterations to the said messuage and in draining the said land or in either of such ways as may be required by the Lessee and approved by the Lessor all such works being carried out and executed in such manner at such times and according to such plans and specifications as the Lessor may approve and also that as to the amount of moneys and expenses laid out or incurred as aforesaid and the dates when the same have been laid out or incurred the Certificate in writing of the Deputy Surveyor for the time being of the New Forest or of Her Majesty's Receiver for the time being of the rents and profits of the premises shall be conclusive evidence. **And paying** in manner aforesaid a further yearly rent of **Forty pounds** per acre (and in proportion for a less quantity) of meadow or pasture land broken up or used otherwise than as meadow or pasture land without the previous license in writing of the Lessor. **And during** the last three 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 such license as aforesaid be managed or cultivated contrary to the covenants hereinafter contained such last mentioned additional rents (which are reserved as liquidated or fixed rents agreed to be paid in the cases aforesaid

See 9 W. D.
23-9-84

1914/12/26

and not by way of penalty) to be paid quarterly upon the days aforesaid the first payment thereof respectively to be made on such of the said days as shall happen next after the rent or rents shall have been incurred. All which said rents hereinbefore reserved or such of them as may from time to time be payable are to be paid into the hands of Her Majesty's said Receiver free from all deduction whatsoever except in respect of 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 unto 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 drainage and sewer rates and all other taxes rates and outgoings whatsoever now or at any time hereafter payable in respect of the said premises (except the Landlord's Property tax) Together with a proportionate part thereof up to the end of the tenancy.
3. To keep and at the end of the tenancy to leave in good and substantial repair order and condition the messuage and all other buildings (including the fixtures in such messuage and buildings) walls gates stiles banks bridges drains outfalls culverts watercourses sluices sewers hedges ditches and fences now being or that may hereafter be on the first described premises and to paint and tar in every fourth year of the tenancy in a workmanlike manner and to the satisfaction of the Lessor all such parts of the outside wood and ironwork of the said messuage buildings gates and fences as have been or are usually painted and tarred and the inside parts thereof respectively in every eighth year of the tenancy. And to keep and leave the demised land clean and in good heart and condition and cultivated manured and managed in a good and husbandlike manner and in accordance with the special provisions herein after contained. Provided that the Lessor or his Agents may at all times enter upon the first described premises and examine the same and take a plan thereof and if any want of repair or painting shall be found or any ditches watercourses 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 said premises for him repair paint 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 rent hereby reserved and in arrear.

4. At all times during the tenancy to keep all the buildings for the time being on the said first described premises insured against loss or damage by fire in the joint names of the Queen's 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 fourth 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 & 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 or any of them in such name or names as he may think fit in the amounts hereinbefore mentioned or in any less amounts and all monies paid for such purpose shall be recoverable as rent hereby reserved & and in arrear & And all monies payable under any Insurance shall be received by the lessor and forthwith applied in rebuilding or reinstating the buildings in respect of which the same shall be paid

5 NOT to erect any additional building on the first described premises other than such as shall have been previously approved of in writing by the lessor and not to cut or injure any of the principal timbers or walls nor make any alteration in the plan or elevation nor alter or change any of the Architectural decorations of the Messuage and buildings for the time being on the first described premises nor make any addition thereto either in height or projection without the previous consent in writing of the lessor and not to use the said messuage and buildings otherwise than as a private or farm residence and cottages or buildings held therewith

6 To bestow on the first described premises all the dung and manure produced and brought thereon and to bring back on such premises within six months next after any hay or straw the produce of such premises shall have been sold or carried off therefrom one half of the market value of such hay and straw in good rotten dung bones linseed cake Cotton cake or other manure or feeding stuff approved of in writing by the lessor (all such cake and feeding stuff being properly consumed on the demised premises) and if required to produce to Her Majesty's said Receiver properly vouched accounts of all hay and straw sold or carried

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off and of all manure cake and feeding stuff brought back specifying therein the times of sale or carrying off and bringing back respectively and at the end of the tenancy to leave in the proper places upon the said first described premises all the dung and manure then being thereupon without requiring any compensation for the same and also all the hay and straw then being thereon such hay and straw to be paid for by the lessee at a valuation to be made as for consumption on the premises by two Valuers one to be appointed by the lessor and the other by the lessee or by an Umpire to be agreed upon by such two Valuers before entering upon the valuation.

7. To preserve all the trees, tallars, spires, and saplings on the demised land from bite of cattle or other injury 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.

8. Not to cultivate any part of the demised land with hemp, flax, tearles wood or other unusual or exhausting crops nor leave for seed a greater quantity of hemps, rape, mustard, rye grass or any such plants than may be necessary for seeding the demised premises from year to year without the previous consent in writing of the lessor.

9. Not during the last three years of the tenancy to cut for hay more than once in the year the meadow or pasture land hereby demised and after every second crop of hay to spread thereon not less than ten cartloads per acre of good dung or other manure equivalent thereto and at all times to keep cut and levelled the out hills on such land.

10. Not during the last three years of the tenancy to cultivate any part of the demised land with two crops in succession of any white straw crops (including wheat, oats, barley and rye) without a fallow or green crop properly hoed and cleaned intervening between such two white straw crops every such green 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 such last three years.

11. From time to time to kill and destroy and at all times effectually to keep down the hares and rabbits in and upon the lands and premises first and secondly hereinbefore described so as to prevent the number of them from increasing or impeding the good management of the lands secondly hereinbefore described or any other adjoining

lands or injuring 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 in writing by the Lessor or his Agent so to do the Lessor may at his discretion appoint any persons to take such steps as he think fit for killing and reducing the said hares and rabbits to such numbers as shall in the Lessors 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 an account thereof in writing being delivered to or left as aforesaid for the Lessee be paid by him.

12 Not to commit or suffer in the exercise of the rights hereby granted 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 to Her Majesty her heirs and successors and to the tenants or occupiers (if any) of such lands for all such damage or injury.

13 To leave at the end of the tenancy a fair and reasonable stock of game on the said land secondly hereinbefore described.

14 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 Probates 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 Cocket thereof entered in the Office of the Commissioners of Her Majesty's Woods Forests and Land Revenues.

15 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 reenter and retain possession of the premises first hereinbefore described and upon such reentry the right of sporting hereby demised shall immediately cease and determine and in case of any such reentry there shall be payable by the Lessee to Her Majesty her heirs and successors in addition to any rent

due a proportionate part of the accruing rent for the current quarter of a year up to the day on which such receipt shall have been made.

16. Provided also that nothing hereinbefore contained shall be prejudiced or affect the right of the Lessor to trim fell cut down work and carry away such of the trees bellars spires saplings and underwood upon the secondly described premises or any part thereof as he may consider expedient for the due and proper management of such premises.

17. And it is agreed that the term "Lessor" herein means the Queen's Majesty her heirs successors and assigns or so long as the reversion of the demised premises is vested in the Crown the Commissioners 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 George fully 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 second and third parts have hereunto set their hands and seals the day and year first above written.

The Schedule above referred to

N ^o on Plan	Cultivation	Quantity			Remarks
<u>Part 1.</u>					
127	Pasture	16	1	33	
128	Ditto	3	1	8	
129	Meadow	3	3	35	
130	Ditto	9	1	15	
131	Arable	5	1	37	
132	Ditto	5	1	19	
134	Meadow	5	1	10	
135	Ditto	1	3	25	
136	Ditto	.	.	15	This is now added to N: 127
137	Orchard	.	2	5	
138	Ditto	.	2	3	

N. or Plan	Cultivation	Quantity	Remarks
139	Meadow	. 3 .	
140	Garden	. . 39	
141	House &c	. . 26	
142	Pasture	27 1 2	
143	Meadow	11 2 9	
144	Arable	8 1 20	
145	Pasture	61 1 18	
		Total 161 3 39	
<u>Part 2</u>			
126	Plantation	258 3 19	
133	Ditto	6 1 22	
		Total 265 1 1	

Geo (Lt.) Gulley Seymour A (Lt.) Wood

Signed sealed and delivered by the within named George Gulley in the presence of
 J Russell Souray
 Office of Woods, &c
 Whitehall Place

Signed sealed and delivered by the within named Seymour Augustus Wood in the presence of
 Fred^k. Hellard
 Office of Woods, &c
 172 Whitehall Place
 S. W.

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

13th January 1885

H. J. Hewlett
 Keeper of the Records

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