

Note - Small Profit Sale now vested in Alfred Charles Bright by assignment dated 6th Sept 1887
Vide pag 538 for ✓

This Indenture made the twenty sixth day of May
1885 One thousand eight hundred and eighty five Between George
Cutley Esquire the Commissioner of Her Majesty's Woods, Forests and
Land Revenues in charge of the Forest of Dean in the County of
Gloucester, and also the Gavellee of the said Forest of the one part
and Elizabeth Williams the Wife of Ernest Williams of
Leissenstein near Lucerne Switzerland and Alfred Charles
Bright of Hawkwell Tin Works near Cinderford in the County
of Gloucester Colliery Proprietor of the other part Merced the
said Elizabeth Williams and Alfred Charles Bright are the
registered Owners of or the persons entitled to the Gale of Coal in
the said Forest of Dean known as The Small Profit Colliery which
on the North or land side thereof abuts in part against a Gale of
Coal known as the New Bridge Engine Colliery of or to which Gale
the said Elizabeth Williams and Alfred Charles Bright are also
the Registered Owners or persons entitled And whereas by
the Award of Coal Mines of the Dean Forest Mining Commission
dated the eighth day of March One thousand eight hundred and
forty one a Barrier (amongst others) of Coal thirty yards in width
was directed to be left in the Small Profit Colliery against the
New Bridge Engine Colliery And whereas the said Elizabeth
Williams and Alfred Charles Bright are desirous of working and
getting the Coal in Coleford High Delf Seam in the New Bridge Engine
Colliery through and by means of the Pits and Workings in upon or
belonging to the Small Profit Colliery and to enable them to do so they
have applied to the said George Cutley as such Commissioner and
Gavellee as aforesaid for permission to remove so much of the said
Barrier directed to be left in the Small Profit Colliery against the
New Bridge Engine Colliery as lies in the Coleford High Delf Seam
between the points marked B and C on the plan annexed hereto
and is thereon coloured yellow and cross shaded with blue and
also for permission to carry and convey all or any of the Coal found
in the said Coleford High Delf Seam in the said New Bridge Engine
Colliery through the said Small Profit Colliery which permission the
said George Cutley has agreed to grant in the manner upon the
terms and subject to the conditions hereinafter appearing And
whereas a Notice has been published for three consecutive
weeks in the Dean Forest Guardian, the Gloucester Journal, and
the Dean Forest Mercury Newspapers circulating in the said Forest
of Dean of the intention to licence the removal of the before mentioned

Dated 26th May 1885
Dean Forest
Small Profit
and New
Bridge Engine
Collieries
Geo. Cutley
Esq^r
Commissioner
of the Forest
of Dean
Licence to
work part of
a Barrier in
the Small Profit
Colliery and to
carry coal from
the Coleford High
Delf Seam in
the New Bridge
Engine Colliery
through the
Small Profit
Colliery.

and gates thereon in
or damage to the
cultivate the said
dition and will also
etermination of the
air and condition to
of Her Majesty's
the said premises
to whom he or they
oners or his or their
and inspect the state
a or to place thereon
lawful for the said
tenancy at any one
or any subsequent
s previous notice in
proceed from the
said tenant or left
eed from the said
of Her Majesty's
TRACTED AND
such Commissioner
and the said tenant
1875" shall not
KENNETH HOWARD
ly and sufficiently
Revenue Records
by the Keeper of
d parties to these
their names the day

they

Byder

portion of the said Barrier directed to be left as aforesaid in the said
 Small Profit Colliery in pursuance of the provisions of the Act
 24 & 25 Victoria C. 110 Now this Indenture witnesseth
 that in pursuance of the said Agreement He the said George
 Fulley as such Commissioner and Gavellee as aforesaid in exercise
 of the powers and authorities for this purpose given to or vested
 in him by the said Act 24 and 25 Victoria C. 110 and of all
 other powers in anywise enabling him in this behalf Both by
 these Presents so far as he lawfully can or may Give and Grant
 to the said Elizabeth Williams and Alfred Charles Bright their
 heirs and assigns licence and authority (determinable nevertheless
 as hereinafter provided) for them or any of them to remove work and
 dispose of all the Coal which may be found in or much of the said
 Barrier of coal directed to be left as aforesaid in the Small Profit
 Colliery as lies in the Coleford High Delf Seam between the said
 points marked B and C on the said plan and is on such plan
 colored yellow and cross shaded with blue And also license and
 authority for them to carry and convey all or any of the Coal
 found gotten or raised in or from the said Coleford High Delf
 Seam in the New Bridge Engine Colliery (save and except such
 parts thereof as are hereinafter directed to be left as a Barrier)
 through the said Small Profit Colliery and any pit or pits or other
 works belonging thereto subject nevertheless as regards the workings
 in the said portion hereby licensed to be worked of the said
 Barrier to such royalties payments conditions rules and regulations
 as the said Small Profit Colliery is or shall be subject to including
 the conditions rules and regulations hereby imposed and subject
 as regards the workings in the said New Bridge Engine Colliery
 to such royalties payments conditions rules and regulations as
 that Gale is or shall be subject to including the conditions rules
 and regulations hereby imposed and upon the terms of paying
 such further royalty as is hereinafter expressed And this
 Indenture also witnesseth that in further pursuance
 of the said Agreement He the said George Fulley as such Commis^r
 and Gavellee as aforesaid in exercise of all Statutory and other
 powers hereunto enabling him Both hereby declare that the
 License hereby granted is and shall be at all times under and
 subject to the royalties conditions rules and regulations hereinafter
 following and they the said Elizabeth Williams and Alfred
 Charles Bright hereby for themselves their heirs executors admors

and assigns Covenant with The Queen's Majesty her heirs and successors
 That the person or persons for the time being in possession or receipt of
 the proceeds of the New Bridge Engine Colliery shall and will at all times
 leave unworked a Barrier of Coal of the width of thirty yards in the
 Coleford High Celf Seam of Coal comprised in such Gate or Colliery against
 the old workings therein between the part not hereby licensed to be worked
 of the Barrier in the same Seam directed to be left in the Small Profit
 Colliery against the New Bridge Engine Colliery and the Barrier in the same
 Seam directed to be left against the land workings in the New Bridge Engine
 Colliery as shown by the blue colour between the points marked C and D
 on the said plan **AND** shall and will well and truly pay or cause to
 be paid unto The Queen's Majesty her heirs and successors at all times
 in addition to the rents royalties or tonnage duties now payable or hereafter
 to become payable to Her Majesty her heirs or successors for or in respect of
 the coal gotten or raised from the said New Bridge Engine Colliery a
 wayleave royalty or tonnage duty of one penny per ton on all coal which
 shall have been or shall hereafter be gotten or raised from the said
 Coleford High Celf Seam in the said New Bridge Engine Colliery and
 have been or be carried and conveyed through the said Small Profit
 Colliery or any Pit or Pits or other works belonging thereto such wayleave
 royalty to be paid on the several days and times on which the royalties
 or tonnage duties now payable in respect of the coal gotten from the
 said New Bridge Engine Colliery are payable **AND** further that
 the person or persons for the time being in possession or receipt of the
 proceeds of the said New Bridge Engine Colliery will at all times keep
 fair and legible Books of Account with true regular and exact
 entries of the weight and quantity of all coal gotten or raised from the
 said Coleford High Celf Seam in the said New Bridge Engine Colliery
 and carried and conveyed through the said Small Profit Colliery or
 any pit or pits or other works belonging thereto **AND** shall and will
 whenever required so to do render to the said George Culley as such Exm^r
 and Gavellee as aforesaid or to the Deputy Gavellee or Receiver of Crown
 Rents for the time being of the said Forest a true and correct copy of such
 account **AND** also that the person or persons for the time being in
 possession or receipt of the proceeds of the said New Bridge Engine Colliery
 will at all times keep at or upon the said New Bridge Engine Colliery
 or the said Small Profit Colliery or the works in connection with one of
 such Collieries true and correct plans measurements and sections of
 all the workings and cuttings in the said Coleford High Celf Seam in
 the said New Bridge Engine Colliery plotted to a scale of three chains to

an inch and fully dialled up. And that the person or persons
 for the time being in possession or receipt of the proceeds of the
 said Small Profit Colliery will at all times keep at or upon such
 Colliery or the works in connection therewith similar plans &
 measurements and sections similarly plotted and dialled up of
 all the workings and cuttings in the said Small Profit Colliery
 including the portion of the Barrier therein which is hereby permitted
 to be worked. And that such persons respectively will at all times
 when required so to do produce and shew the Books of Accounts,
 plans, measurements and sections so to be kept by them respectively
 as aforesaid to the Deputy Gavellee and Her Majesty's said Receiver
 respectively and permit or suffer them or either of them to take any
 Extracts from or copies of the same respectively and shall and will
 give any explanation that may be required in relation to the
 same respectively. Provided always. And it is hereby declared
 and agreed by and between the parties hereto and these presents &
 are upon this express condition that no Coal shall at any time without
 the further license in writing of the Gavellee for the time being of
 the said Forest in that behalf first obtained be carried or conveyed
 through the said Small Profit Colliery except Coal gotten from that
 Colliery (including the portion of the said Barrier therein which is
 hereby licensed to be worked) and Coal gotten from the said Cleford
 High Celf Seam in the said New Bridge Engine Colliery nor through
 the said New Bridge Engine Colliery except Coal gotten from that
 Colliery. And it is hereby declared that the several provisions
 conditions and clauses herebefore contained and to be observed and
 performed by the person or persons for the time being in possession
 or receipt of the proceeds of the said New Bridge Engine Colliery
 shall be deemed to be conditions rules and regulations of the said
 New Bridge Engine Colliery and that the several provisions conditions
 and clauses herein contained and to be observed and performed
 by the person or persons for the time being in possession or receipt of
 the proceeds of the said Small Profit Colliery shall be deemed to be
 conditions rules and regulations of the said Small Profit Colliery.
 And further that this license may be revoked or put an end
 to by the Gavellee for the time being of the said Forest on the
 thirtieth day of June or the thirty first day of December in any
 year upon giving to the said Elizabeth Williams and Alfred
 Charles Bright their heirs or assigns or either or any of them or
 leaving for them or either or any of them at their or either or any

of their last known or usual places or place of residence or business in England or on any part of either of the before mentioned Isles or Colonies six Calendar months previous notice in writing of his intention to determine the same. And the said George Fulley 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 have hereunto set their hands and seals the day and year first above written.

Geo Fulley

Elizabeth Williams
Alfred Charles Bright

Signed sealed and delivered by the within named George Fulley in the presence of - J Russell Sowray, Office of Woods P., Mitchell Place

Signed sealed and delivered by the within named Elizabeth Williams in the presence of - Alfred Williams, Neversham, & Milnthorpe, Gentleman

Signed sealed and delivered by the within named Alfred Charles Bright in the presence of

John Meek Bright
Narrow Hill, Mitchelldean
Manager of Tinplate Works.

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

3rd June 1885

(20)

New Forest Sir,

20th April 1885

Cricket ground at Woodgreen.

Walter Witt
Undertaking to pay an annual acknowledgment of 5/- and maintain the ground.

In conformity with your letter of the instant I hereby agree to pay the Crown an acknowledgment of 5/- on the 1st May in every year during which the permission continues for permission during pleasure to level drain and keep in repair as a Cricket Ground the piece of Crown land at Woodgreen as specified in your letter.

The ground to be kept in a state satisfactory to the Deputy Surveyor of the New Forest and to remain subject to all rights of Common and other rights which may exist over it.

20 April 1885

I am, Sir,

Your obedient Servant
Walter Witt

George Sulley Esq
Commissioner of Woods, &c

(3)

Manor of Staunton 1242
Coleford Market

Office of Woods, &c, S.W.
1st August 1884

W. J. Locke (Market Co) Sir,
Suggesting arrangement

1st August 1884.

I am directed by Mr. Sulley to acknowledge the receipt of your letter of the 28th ult^o further relative to the Market held at Coleford on the third Tuesday in each month - and to inform you that he thinks the rights of the Crown in respect of its Land Revenue will be sufficiently protected if the Coleford Market Hall Company will pay annually a sum (say £1 per annum) as an acknowledgment for the use of the Crown's waste land round the site of the old church upon which Tuesday Market is held.

It must be distinctly understood however that the payment to this Department will not authorize the Market Hall Company to enforce the payment of tolls or dues at the Tuesday Market should payment be disputed - as the payment of tolls or dues can only be rendered compulsory under a Royal Grant or an Act of Parliament.

Mr. Sulley trusts that this arrangement will be acceptable to the Market Hall Company.

I am, Sir,

Your obedient Servant
J Russell Lowray

W. J. Locke Esq^r
Secretary
Coleford Market Hall Co^y Limited
The Gorse
Coleford (Gloucestershire)

(3)

Manor of 15311

The Gorse, Coleford
Oct. 8th 1884

Manor of
Hauntone
Essex Market
W. J. Locke
that his Directors
consent to the
payment of
£1 a year. (1884)

Sir,

In further reply to your favour of 24th ult. I am directed to inform you that my Directors consent to the payment of £1 (one pound) a year.

I am, Sir,
Your obedient Servant
W. J. Locke

George Sulley Esq.
P. P. P.

8th Oct. 1884

New Forest 8111.

Office of Woods, P, SW
19th June 1885

Sites for Cricket
ground.
Colbury Cricket Club
Rev. R. Bickerdyke
Permission to use
land as Cricket
ground.

Sir,

New Forest

Adverting to the official letter to you of the 1st instant and to your reply of the 8th inst. I am informed by Mr. Lascelles that you wish the site of the proposed Cricket ground to be that shown on the enclosed tracing, and I therefore hereby give you permission on behalf of the Colbury Cricket Club, to level, drain, and keep in repair as a Cricket ground the piece of land shown by green colour on the tracing attached hereto.

An acknowledgment of 5/- will have to be paid on the 1st May of each year during which this permission continues.

This permission will continue during pleasure only and the ground will remain subject to all rights of Common and other rights which now exist over it.

I am, Sir,
Your obedient Servant
Geo. Culley

The Rev. R. Bickerdyke
(x)

with 301/45

Street St. Marks



Nov of 1531

Market

Locke

to the year

George (full name)

1885

The Gorse, Coleford
Oct. 8th 1884

In further reply to your favour of 24th ult. I am directed to
Directors consent to the payment of £1 (One pound) a

I am, Sir,
Your obedient Servant
W. J. Locke

Office of Woods, P, SW
19th June 1885

New Forest

Colbury Cricket Club
Rev. R. Bickerdyke
Permission to use
land as cricket
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the site of the proposed Cricket ground to be that shown on the enclosed
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piece of land shown by green colour on the tracing attached hereto.

19 June 1885

An acknowledgment of 5/- will have to be paid on the 1st May of each
year during which this permission continues.

102

Sheet 64. 15, Elving Parish

I am, Sir,
Your obedient Servant
Geo. Cullley



Copy plan accompanying
Mr. Cullley's letter to the Rev.
R. Bickerdyke of the
19 June 1885.

25 Such Ordnance

L & S.W.R.

Lyndhurst R^o Station

over

New Forest
 Cricket ground at
 Woodgreen.
 Walter Witt
 Undertaking to pay
 an annual acknowledgment
 of 5/- and maintain
 the ground.

Sir,
 20th April 1885.
 In conformity with your letter of the 17th inst. I have the pleasure to level drain and keep in repair a piece of Crown land at Woodgreen as specified in your letter of the 17th inst. and to remain subject to all rights of the New Forest and to remain subject to all rights of other rights which may exist over it.



20 April 1885.

I am, Sir,
 George Fulley Esq
 Commissioner of Woods, &c

Your obedient servant
 Walter Witt

copy of Plan attached to
 no enclosure list of

Manor of Staunton
 Coleford Market
 W. J. Locke (Market Co)
 Suggesting arrangement

1242
 Sir,
 Office of Woods, &c, S.W.
 1st August 1884

1st August 1884.

I am directed by Mr. Fulley to acknowledge the receipt of your letter of the 28th ult^o further relative to the Market held at Coleford on the third Tuesday in each month - and to inform you that he thinks the rights of the Crown in respect of its Land Revenue will be sufficiently protected if the Coleford Market Hall Company will pay annually a sum (say £1 per annum) as an acknowledgment for the Crown's waste land around the site of the old town where Tuesday Market is held.

It must be distinctly understood that the payment to this Department will not authorize the Market Hall Company to enforce the payment of tolls & dues at the Tuesday Market should payment be disputed - as the payment of tolls & dues can only be rendered compulsory under a Royal grant or an Act of Parliament.

Mr. Fulley trusts that this arrangement will be acceptable to the Market Hall Company.

I am, Sir,
 Your obedient servant
 J. Russell Lowrey

W. J. Locke Esq
 Secretary
 Coleford Market
 The Green

copy plan enclosed
 to be taken
 R. Fulley Esq
 10th June 1884
 to be taken
 Coleford (Gloucestershire)

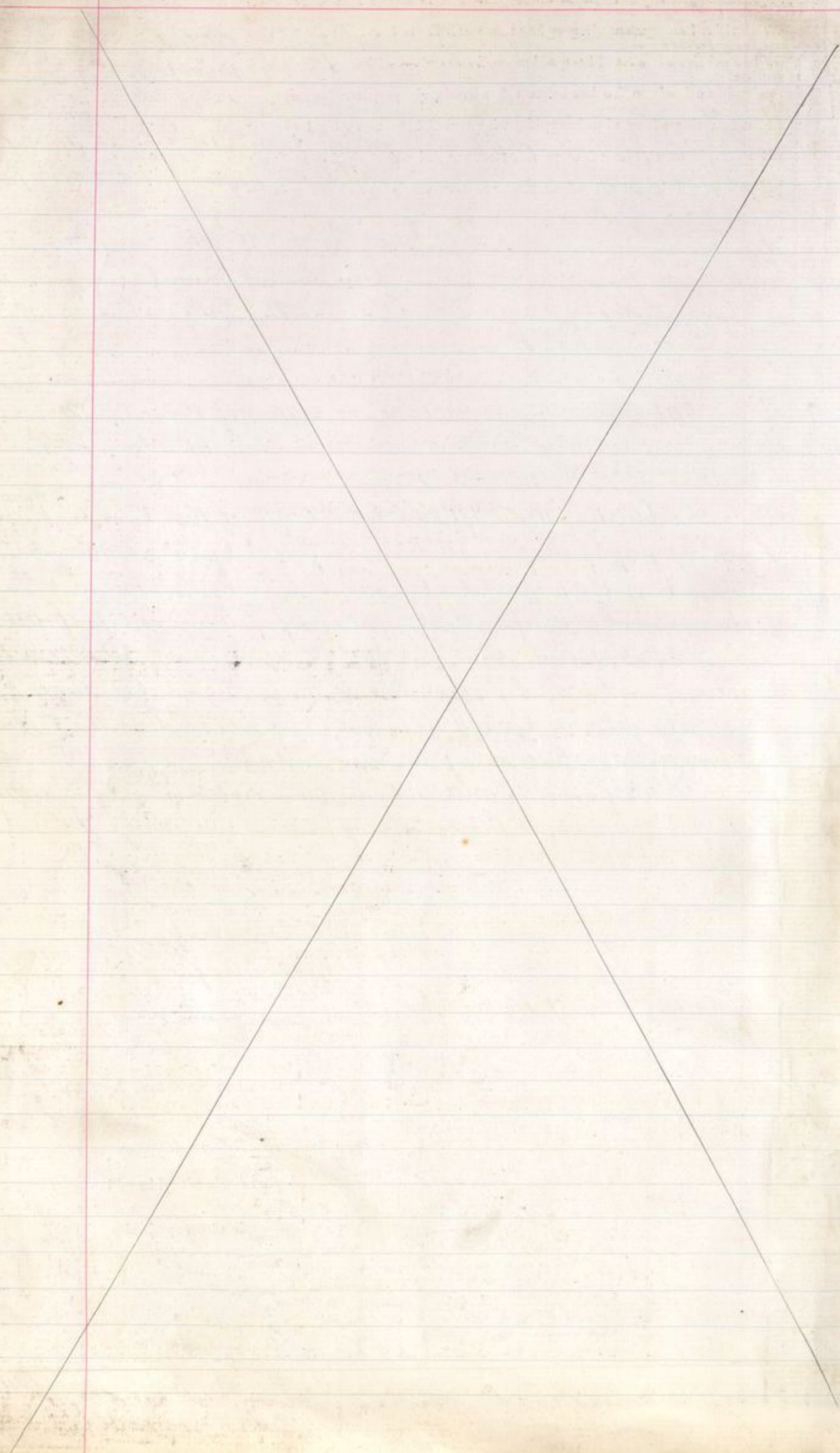
Manor of
 Staunton
 Coleford Market
 W. J. Locke
 That his
 present to
 payment
 £1 a year.
 8th Oct. 18
 New Forest
 Plan for
 ground.
 Colbury Cricket
 Rev. R. Bicker
 Permission to
 land as
 ground.
 19 June 18

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Dated 3rd July 1885

Articles of Agreement made the third

day of July One thousand eight hundred and eighty five

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

Between THE QUEEN'S MOST EXCELLENT MAJESTY of the first part
~~George Colliery, Esq^r~~
~~THE HONORABLE JAMES KENNETH HOWARD~~ a Commissioner of Her

Majesty's Woods Forests and Land Revenues of the second part and *Solomon Jones of Parkhill House, Whitcroft, in the Forest of Dean and County of Gloucester, Colliery Manager*

hereinafter called "the said Tenant" of the third part

Mr. Solomon Jones.

THE said ~~James Kenneth Howard~~ *George Colliery* 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 *Mesnage or dwellinghouse called or known as York Lodge with the garden, barns, stables and outbuildings thereto belonging together with three several pieces of arable and meadow or pasture land all of which said premises are shown on the twenty five inch Ordnance Survey of the Township of West Dean being therein numbered 657, 658, 659 and 861 with the appurtenances situate at* and contain ten acres and thirty eight perches or thereabouts

AGREEMENT for Letting
York Lodge and Lands.

on a Yearly Tenancy from the
5th April 1885

Rent £ *33-0-0* per Annum.

_____ lately in the occupation of *William Thomas*

together with the fixtures therein TO HOLD the same hereditaments to the said tenant *his executors administrators and assigns* from the *fifth* day of *April 1885* as tenant from year to year (the tenancy being however determinable as after mentioned) at the yearly rent of *Thirty three pounds* to be paid to the *Crown Receiver in Dean Forest* free from all taxes rates and deductions whatsoever except Landlord's property-tax) by equal Quarterly payments on the *fifth* day of *July* the *fifth* day of *October* the *fifth* day of *January* and the *fifth* day of *April* in every year the first Quarterly payment to be due on the *fifth* day of *July 1885* AND the said tenant hereby agrees that he will pay to the Queen's Majesty the said yearly rent of *Thirty three 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 preceding the expiration of the said tenancy and the day on which the same shall

Perme

Engine Colliery and comprising Newlers Slade Deep Engine, Protection

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Deep*

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) N. G. Stoddart
Keeper of the Records.

6th July 1885.

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~~ ^{six} 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 sufficient 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 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 and year first above written.

George Cutley }
Signed by the above-named }
~~James Kenneth Howard~~ }
in the presence of }
(Sd) Russell Inray }
Office of Woods }
Whitchhall Place

Solomon Jones }
Signed by the above named }
in the presence of }
(Sd) Marmaduke Laver }
Whitmead Park.

(Signed) Geo. Cutley

(Signed) Solomon Jones

✓

Dated 4th August 1885

This Indenture made the fourth day of August One thousand eight hundred and eighty five Between **John Trotter Thomas** of Winnalls Hill near Coleford Dean Forest in the County of Gloucester, Colliery Proprietor, and **Arnold Thomas** of Newnham in the said County, Esquire, the surviving Messrs **John Devises** in trust of **John Trotter** late of Newnham deceased, and **Trotter Thomas**, **Benedicta Trotter** of Newnham aforesaid Widow and others Executors of the said **John Trotter** deceased, the said **John Trotter Thomas**, **Nathan Athelton** of Blundesden Hall near Highworth in the County of Oxford Esquire **James William Crowdy** of Highworth aforesaid, Gentleman, and **William Slater Crowdy** and **Henry Crowdy Crowdy** of the same place Gentlemen, the said **Arnold Thomas** and **Sydney John Thomas** of Winnalls Hill aforesaid Colliery Proprietors and **James Wintle** of Newnham aforesaid Gentleman of the first part **The Queen's Most Excellent Majesty** of the second part and **George Culley** Esquire the Commissioner of a Sale or of Her Majesty's Woods Forests and Land Revenues having the Colliery called or known as **Byslade Colliery** and **Howlers Slade Deep Engine Colliery** and comprising **Howlers Slade Deep Engine Protection Level, Byslade Level and Byslade Upper Level** And whereas the said parties hereto of the first part have requested the said **George Culley** as such Commissioner and Gaveller as aforesaid to accept and take a Surrender of the same which he hath agreed to do as hereinafter appears Now this Indenture witnesseth that in pursuance of the said Agreement and in consideration of the premises They the said several persons parties hereto of the first part at the request and by the direction of the said **George Culley** as such Commissioner and Gaveller as aforesaid Do and each and every of them Doth hereby surrender and give up unto the Queen's Majesty her heirs and successors All that the said before mentioned Gale or Colliery Gales or Collieries Pike or Levels called or known as **Byslade Colliery** and **Howlers Slade Deep Engine Colliery** and comprising **Howlers Slade Deep Engine, Protection**

Level Brislade Level and Brislade Upperlevel And all pits shafts levels ways easements privileges rights and appurtenances whatsoever to the same belonging or in anywise appertaining > To have and to hold the said Gate or Colliery Gates or Collieries Pits or Levels and all and singular the rights members privileges and appurtenances whatsoever to the same respectively belonging or appertaining or therewith held used occupied or enjoyed Unto and to the use of the Queens Majesty her heirs > and successors for ever 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 of an entry of such deposit by the Keeper of the said Records and Inrolments In witness whereof the said parties to these Presents of the first and third parts have hereunto set their > hands and seals the day and year first above written.

J. T. Thomas (st)

Arnold Thomas (st)

Benedicta Trotter (st)

Nathan Allerton (st)

James William Crowdy (st)

William Slater Crowdy (st)

H. C. Crowdy (st)

Sydney J. Thomas (st)

James Wintle (st)

Geo. Culley (st)

Signed sealed and delivered by the above named John Trotter Thomas in the presence of

Augusta Susan Teague

2 Ormond Terrace, Cheltenham

Signed sealed and delivered by the above named Arnold > Thomas in the presence of

Mary Ann Wittaker

Seven Bank Spinster

Newnham

Signed sealed and delivered by the above named Benedicta Trotter of Newnham in the presence of

Ellen Gertrude Trotter

Newnham, Gloucestershire

Spinster

Signed sealed and delivered by the above named Nathan Atherton
in the presence of

Fanny C. Atherton
10 Chichester Place, Brighton
Spinster

Signed sealed and delivered by the above named James William
Crowdy in the presence of

St. Shakespear St. Coll.
5th B. C.

Signed sealed and delivered by the above named William Slater
Crowdy in the presence of

Louisa Withers - Spinster
Fluorsford

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

Robert R. Elwell
Solicitor, Highworth, Wilts.

Signed sealed and delivered by the above named Sydney John
Thomas in the presence of

Frederick Brown
Accountant, Coleford

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

J. Russell Lowray
Office of Woods P
Mitchell Place

Signed sealed and delivered by the above named James Whittle
in the presence of - Mr. Morgan, Newnham, Clerk to Messrs James
Whittle Son, Solicitors, Newnham, Gloucestershire

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

6th August 1885

H. G. Hewlett
Keeper of the Records

(C)

Dean ForestDean Forest

Old Leather Pit
Colliery Gale

Framway
License granted
to Alfred James
Russell

Dated 15th day
of Sept^r 1885

(No. 1399/85)

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 Gavelor of the said Forest to grant to him the said
Alfred James Russell the licence or right to make and form
the Framway as aftermentioned, and to have the use and
enjoyment thereof as aftermentioned and George Sulley 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: 113 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 licence should be granted Now therefore
I the said Thomas Forster Brown as such Deputy Gavelor 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 persons or person for the
time being Registered Owners or Owner of the said Old Leather
Pit Colliery Gale a Licence to make and form a Framway 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 Wire Works, and extending across the open Forest
as shown by a red line upon the Plan drawn upon the third page
of this licence to the point marked H, 25 yards, or thereabouts
south of the Leather Deep Pit save and except therefrom the three
lines of way of the Great Western Framway between the points B. C.
and D. E. and F. G. 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 30th day of June 1885 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 1841 made by "The Dean Forest Mining Commissioners" acting under the said Act 1st and 2nd Victoria 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 Gaveler shall be conclusive evidence) then in either of the said cases, this License shall be absolutely void.

Dated this fifteenth day of September 1885

Deputy Gaveler

Witness to the signature
of Thomas Forster Brown

I hereby signify my approval and allowance of the within License.

Dated this 22nd day of Aug: 1885

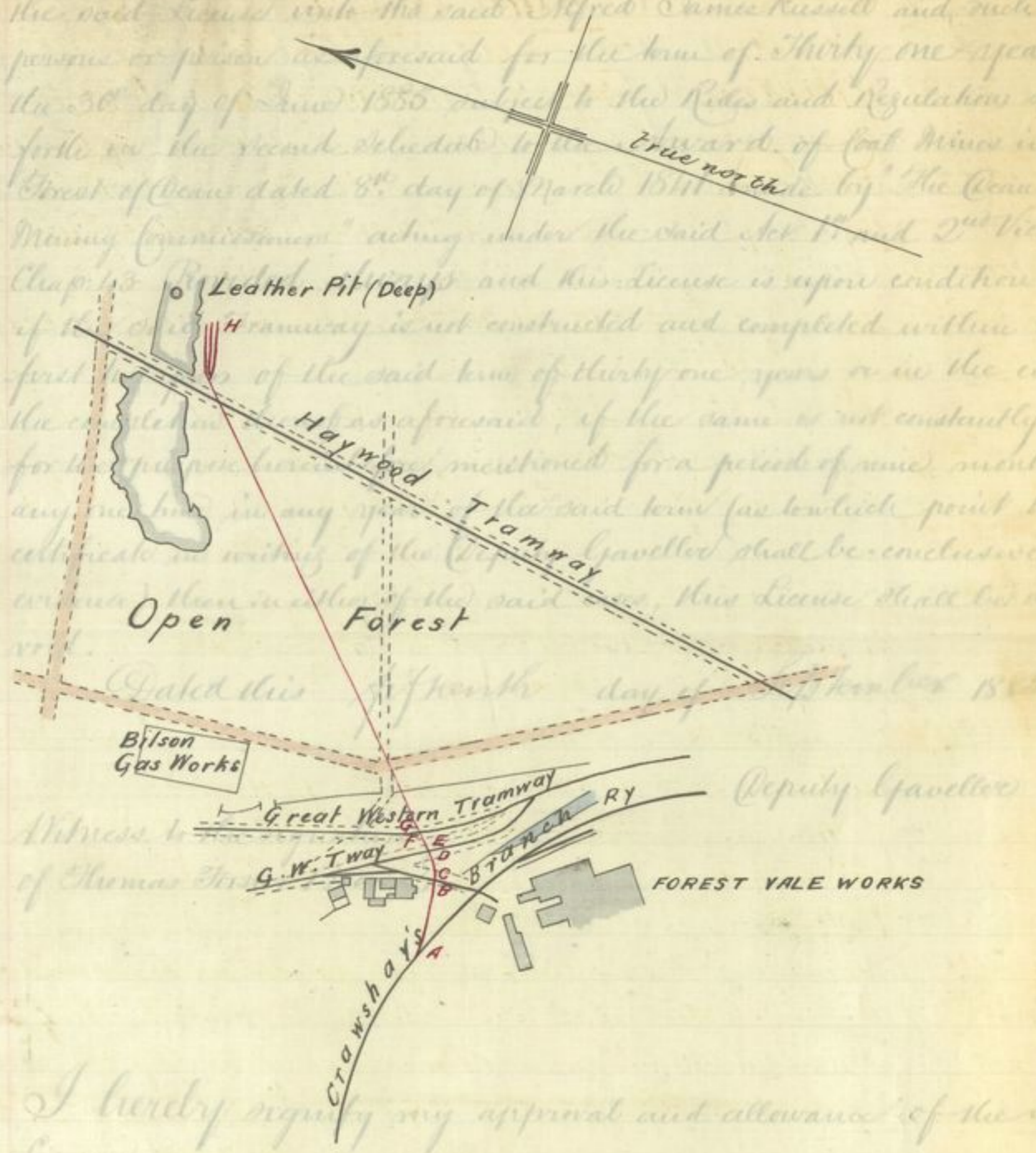
Geo. Selley

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

R

rest
d page
to
line
B.C.
on
id
for
hold

The said license into the said Alfred James Russell and such other persons or persons as he or she or they shall think fit for the term of Thirty one years from the 30th day of June 1855 subject to the Rules and Regulations set forth in the second Schedule to the Act of Coal Mines in the Forest of Dean dated 8th day of March 1851 by the Queen's Mining Commissioners acting under the said Act 1st and 2nd Victoria Chapter 33 and his license is upon condition that if the said tramway is not constructed and completed within the first year of the said term of thirty one years or in the event of the completion of the said term if the same is not constantly used for the purpose herein mentioned for a period of nine months at any one time in any year of the said term save to such point they shall be conclusively deemed to be abandoned and this license shall be absolutely void.



Dated this 1st month day of September 1855
 Witness to the said license
 of Thomas Fox
 Deputy Gavellee

I hereby signify my approval and allowance of the within license.

Dated this 22nd day of Aug 1855
 Scale - 3.157 Chains to one Inch
 Geo. Colley
 The Commissioner of H.M. Works &c
 in charge of the Forest of Dean.

Sched waste land conveyances

This Indenture

Dated 18th August 1885.

Dean Forest.

George Cullley Esq^r a Commiss^r of Her Majesty's Woods

of the 1st part

10

The Gloucestershire Banking Compt^y Limited.

Conveyance of 8 1/2 perches of land at Lydbrook in Worcester Walk

and Confirmatory Conveyance of premises at Lydbrook

Purchase Money £4.5.0

made the 18th day of August 1885
 Between The Queens Most Excellent Majesty
 of the 1st part George Cullley Esquire the Commissioner of
 Her Majesty's Woods Forests and Land Revenues in charge of the
 Forest and Land Revenues in charge of the Forest of Dean in the
 County of Gloucester of the 2nd part Richard Thomas of
 Lydbrook in the County of Gloucester Gentleman of the 3rd part
 and The Gloucestershire Banking Company
 Limited (hereinafter called the Company) of the 4th part
 Whereas by a Deed of Exchange dated the 12th day of December
 1873 and made between the then Commissioner of Her Majesty's Woods
 Forests Land Revenues Works and Buildings and John Harris certain
 pieces or parcels of land heredit and premises including the land
 first hereinafter described were granted and conveyed to John Harris
 subject to a reservation similar to that hereinafter contained in
 exchange for other lands and hereditaments And whereas
 by an Indenture of Conveyance dated the 4th day of September 1873
 and made between James Harris Samuel Bowly Thomas Marling
 Frederick Charles Jewsbury Henry Harris and Rowland Harris of the
 one part and Richard Thomas of Lydbrook in the County of Gloucester
 Gentleman of the other part the said piece of land first hereinafter
 described and on which a messuage or dwellinghouse with stables
 and outbuildings had then been erected was with other premises
 conveyed unto the use of the said Richard Thomas in fee simple
 but by an Indenture dated the 4th day of September 1873 made
 between the said Richard Thomas and the said Samuel Bowly
 Thomas Marling and Frederick Charles Jewsbury (the Trustees of
 the Gloucestershire Banking Company Limited) the same piece of
 land and premises became and are now vested in the Company by
 way of mortgage and subject to redemption by the said Richard
 Thomas as therein mentioned And whereas the said before recited
 Deed of Exchange dated the 12th day of December 1873 has been lost or
 mislaid and the said Richard Thomas has requested the said George
 Cullley as such Commissioner as aforesaid to grant a Confirmatory
 Conveyance of the said piece of land and premises first hereinafter
 described in manner hereinafter appearing which the said George
 Cullley has agreed to do subject as hereinafter appearing And
 whereas the said George Cullley as such Commissioner as aforesaid
 has also agreed with the said Richard Thomas for the sale to him
 of the hereditaments and premises 2ndly hereinafter described subject as

conveyed (subject nevertheless to all the rights powers and privileges of all present and future holders or grantees of any gales leases or licenses of or concerning any mines or minerals according to the laws customs and regulations of the Forest of Dean) unto the Company their successors and assigns subject nevertheless to the same or the like provision for redemption as is contained in the before mentioned Indenture of Mortgage dated the 14th day of September 1873 so that in payment of the principal and interest monies intended to be thereby secured the Company their successors or assigns shall at the request and cost of the said Richard Thomas his heirs or assigns reconvey the said land and premises hereby conveyed to him or them in the manner provided in the said Indenture of Mortgage. And the said George Bulley doth hereby direct that this Deed shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Inrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Inrolments. In witness whereof the said parties to these presents of the 2nd and 3rd parts have hereunto set their hands and seals and the Company have caused their Common Seal to be hereunto affixed the day and year first above written.

Geo: (Sd) Bulley
Richard (Sd) Thomas

Seal
of the
Gloucestershire Banking
Company.

Signed Sealed & Delivered by the within named George Bulley in the presence of J. C. Thwick

Breckenbrough - Thirsk - J.P.

Signed Sealed & Delivered by the within named Richard Thomas in the presence of

John Gimblett

(sic) Bookkeeper, Lydbrook, Glor.

The Seal of the Gloucestershire Banking Company, Limited was affixed hereto in the presence of

J. Reynolds Director.
Pastorelli Secretary
to the Company

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.

24th August 1885

(Sd) H. G. Hewlett
Keeper of the Records.

West Common
Langley-
Southampton
+ August 1885

Sir

I hereby agree to pay to the Crown 2/6 during January of each year in acknowledgment of permission being granted to me to keep open a trench or drain conducting water from a pond on Crown Land to my house upon the following conditions by which I agree to be bound.

- (1) That the water in the pond be maintained at its present level and only the overflow allowed to run on to my land.
- (2) That no alteration of the present drain shall be made without permission.
- (3) That the permission shall be only during pleasure and that upon the breach of any one of these conditions the trench shall be filled up and the water directed to its natural channel.

I have the honor to be

Sir

Your obedient Servant
(s) Andrew Whitefield

George Bentley, Esq
f. e. f. e. f. e.

973. 973.
New Forest
Rifle Ranges
to
Col. Vandaleur,
Terms for
permission
12 July 1885

Sir,

New Forest

Office of Woods &c
13th July 1885

Mr. Lascelles the Deputy Surveyor has informed me that you wish for permission to make a Rifle Range at Beaulieu and to use and maintain three other Rifle Ranges and that you are willing to pay to the Crown an annual acknowledgment of 2/6 for the privilege.

I have therefore to inform you that I am willing to give you permission to form and maintain a Rifle Range and Butts at Beaulieu upon the site shown on the enclosed tracing and to use and maintain the Rifle Range, Butts, Flagstaff and Markers Huts near Lyndhurst as shown on Sheet 72.2 of the 25 in. Ordnance Survey of Lyndhurst Parish; the Rifle Range, Target, Butt and Flag Staff at Five Thorns Hill shown on Sheet 80.1 of the same Survey of Brockenhurst Parish and the Rifle Range

17/2/85

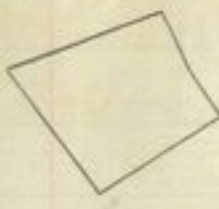
New Forest (Ex Par Det^a)
 Sheet 81.7, on sheet
 81.2.

West Common

Langley

Southampton

August 1885



I have agreed to pay to the Crown £10 during January of each year in acknowledgment of permission being granted to me to keep open a trench or drain conducting water from a pond on lower land to my house upon the following conditions by which I agree to be bound.

- (1) That the water in the Pond be maintained at its present level and only the overflow allowed to run on to my land.
- (2) That no alteration of the present drain shall be made without permission.
- (3) That the permission shall be only during pleasure and that upon the breach of any one of these conditions the Pond shall be filled up and the water directed to its natural course.



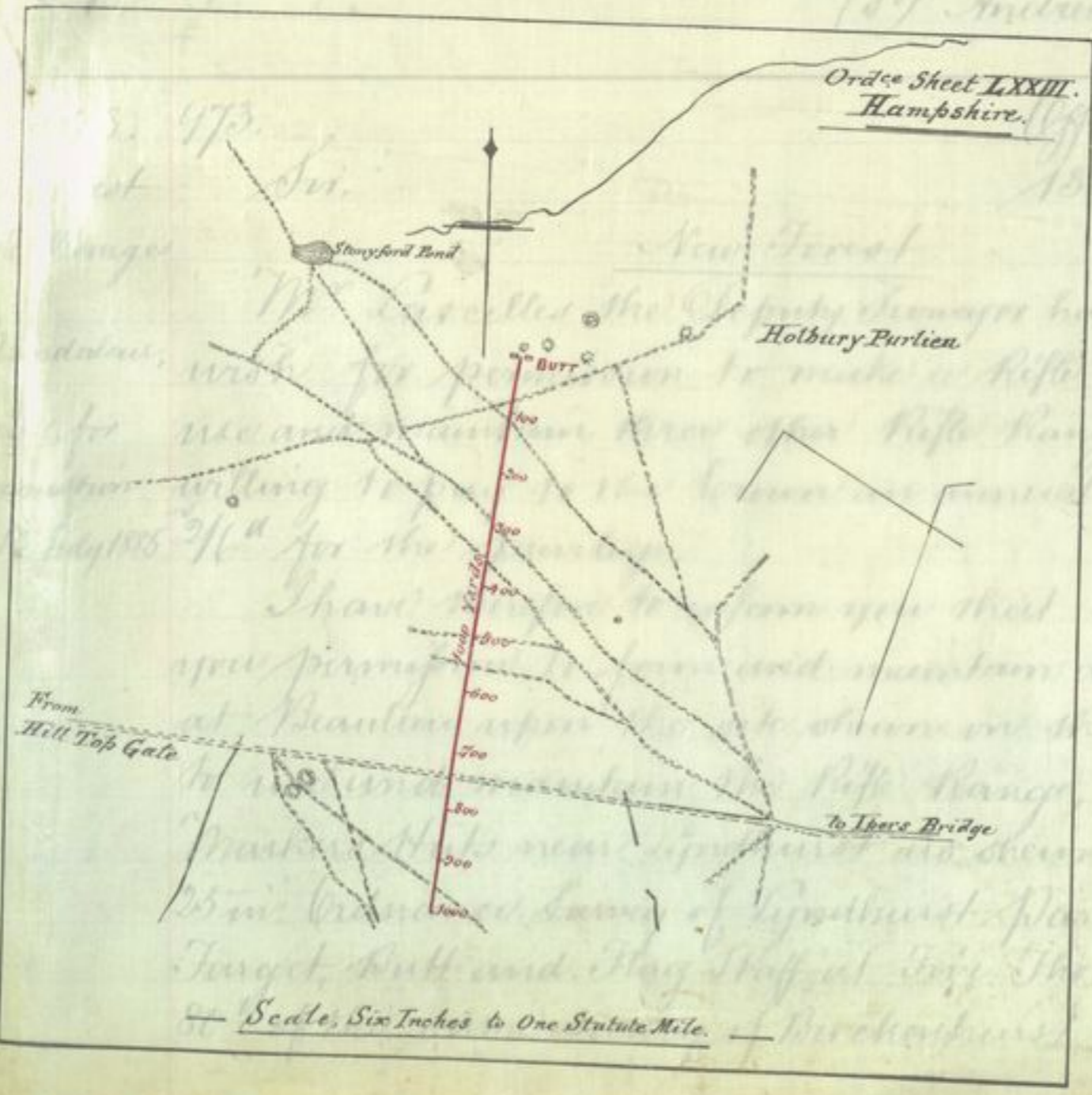
25 Inch Scale.

I have the honor to be

Sir

Wm. Johnston Esq

(87) Antone Whitefield



Office of Woods & Forests
 15th July 1885

The Ordnance Survey has informed me that you are willing to give me a Rifle Range at Beaulieu and to make a Rifle Range and Butts at Beaulieu upon the enclosed tracing and I am willing to give you a Rifle Range and Butts, Flagstaff and Sheet 72.2 of the New Forest. The Rifle Range, Flagstaff and Butts are still shown on Sheet 72.2 of the New Forest. I have the honor to be Sir

Scale, Six Inches to One Statute Mile.

Range

Range and Butt at Stodgemore Bottom shown on Sheet 71¹² of the same Survey (New Forest Ex: Par: and Ringwood Parish).

This permission is to be exercised during the pleasure of this Department only and is conditional on your undertaking to pay an annual acknowledgment for each range of 2¹/₆^d upon the 1st day of July in each year during the continuance of this permission.

You will be good enough to acknowledge the receipt of this letter and signify your acceptance of this offer.

I am &c

Geo. Cullley

♀

1259
New Forest

Little Eastleigh House
W. Southampton
Aug: 21st 185.

Rifle Ranges, Dear Sir,
Lt Col:

New Forest.

J. C. Vandeleur Referring to No 973 I beg to accept the offer contained in accepting terms letter dated 13th ult^o regarding payment of 2¹/₆^d per annum cont^o in off^o letter for each of the three Rifle Ranges now in use & the same of 13th ult^o sum for the new one now authorized on Beaulieu Heath and 21 Aug^l '85 about to be constructed

(973)

I am

Sir

Yr obedient servant
J. C. Vandeleur

Lt Col:

George Bennett, Esq^r

Comd^g of 4th Hants Rifle Volunteers.

1085

1085

Office of Woods &c
25 July 1885

Dear Forest Sir,
Coke Burning

to Alfred Russell
Terms for
permission to
burn coke

26 July '85

With reference to your letter of the 29th ult^o I am directed by Mr Cullley to state that he is willing to grant you permission to burn coke on the 2 pieces of land shown by green color on the enclosed plan subject to your paying an acknowledgment of 5^d for each piece (W^t together) on the 1st of July in each year during the continuance of the permission; the first payment to be made within a fortnight to the Crown Receiver at Coleford.

The permission will be strictly during the pleasure of the Commission^r and you will have to make good any damage

Dated 26th **This Indenture** made the twenty sixth
 August 1885 day of August One thousand eight hundred and eighty five
 Dean Forest Between George Gulleys Esquire a Commissioner of Her
 Majesty's Woods, Forests and Land Revenues and Gaveler of Her
 Majesty's Forest of Dean in the County of Gloucester of the one
 part and The Trafalgar Colliery Company, Limited
 a Company registered under the Joint Stock Companies Act 1862
 to 1880 and hereinafter called the Company of the other part Whereas
 the Company are the registered Owners of certain Gales or Collieries
 adjoining each other in the Clureclway High Delf Vein of Coal in
 the Forest of Dean aforesaid and in all other veins above the said
 Clureclway High Delf Vein commonly called or known by the names
 of Trafalgar Colliery Rose in hand Colliery and Speculation Colliery
 And whereas in and by the Grant of the Trafalgar Colliery
 it was provided that on (inter alia) the West side of the Colliery
 (that is to say against the Rose in hand Colliery) a Barrier of Coal
 twenty yards in width should be left And whereas in and
 by the Grant of the Rose in hand Colliery it was provided that (inter
 alia) against the line of deep workings of the Speculation Colliery
 and against the line of boundary stones numbered 54 and 125
 (that is to say) against the Trafalgar Colliery) a barrier of coal twenty
 yards in width should be left And whereas in and by the
 Award of Coal Mines of the Dean Forest Mining Commissioners dated
 the eighth day of March One thousand eight hundred and forty
 one by which the Speculation Colliery was awarded or granted it
 was provided that (inter alia) at each end of the Colliery a barrier of
 Coal twenty yards in width should be left And whereas by
 an Indenture dated the third day of May One thousand eight
 hundred and sixty seven and made between The Honorable James
 Kenneth Howard then a Commissioner of Her Majesty's Woods Forests
 and Land Revenues and the Gaveler of the said Forest of Dean of the
 first part The Queen's Majesty of the second part and Cornelius
 Brain of the third part the said James Kenneth Howard licensed the
 working of the Barriers so as aforesaid directed to be left on the west
 side of the Trafalgar Colliery and against the line of boundary stones
 numbered 54 and 125 in the Rose in hand Colliery Subject to
 certain conditions rules and regulations therein specified comprising
 a condition that certain barriers therein particularly described
 should be left in the positions indicated on the plan attached thereto
 and which barriers included a barrier of not less than forty yards

Trafalgar, Rose in
 hand and Speculation
 Collieries

George Gulleys Esq
 the Commr of Her
 Majesty's Woods &c
 in charge, and the
 Gaveler of the Forest

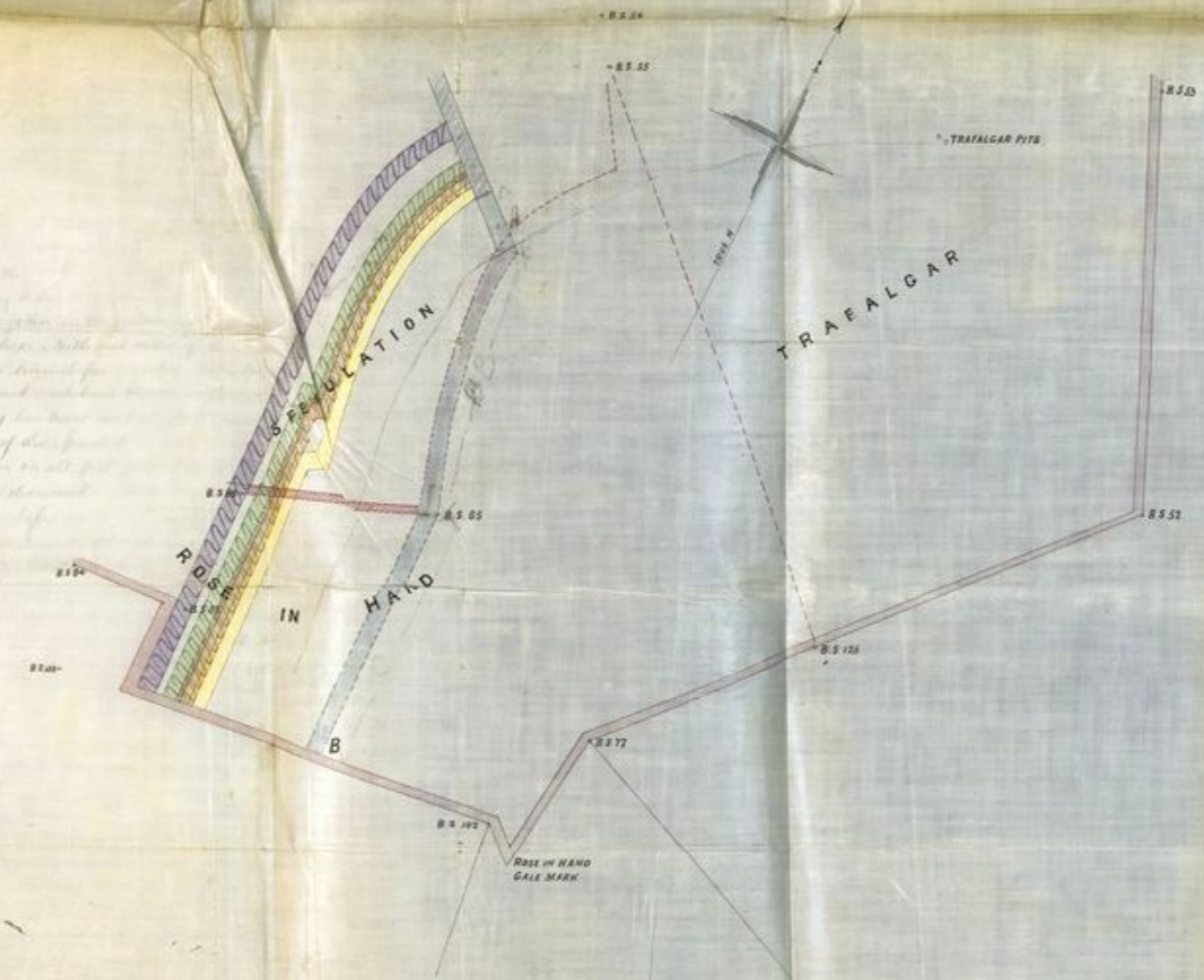
The Trafalgar
 Colliery Company,
 Limited

Release of Mayleaves
 Royalty payable under
 License to Messrs Brain
 of 25th May 1882
 and

License to work
 certain Barriers in the
 Speculation and Rose
 in hand Collieries &
 to work the same and
 other parts of those
 Collieries through the
 Trafalgar Colliery.

Handwritten notes in the left margin, including the date 1862 and various illegible entries.

Handwritten notes on the left page, including a list of names: "MURPHY", "ROSE IN HAND", "TRAFALGAR", "TRAFALGAR PITTS".



REFERENCE	
New Barrier as Highwell color is thus	
Rocky	
Starkey	
Lower 20 Fawcett inches	

SCALE 8 Chains to an Inch

in thickness in the position indicated by the blue color on the
 plan attached to these presents. **And whereas** by another Indenture
 dated the twenty third day of May One thousand eight hundred and
 eighty two and made between Sir Henry Brougham Loch K. B. then
 a Commissioner of Her Majesty's Woods Forests and Land Revenues and
 the Gaveller of the said Forest of Dean of the first part The Successors
 Majesty of the second part and Thomas Bennett Brain and William
 Blanch Brain of the third part the said Sir Henry Brougham Loch
 licensed the working and bringing to bank through the Rose in hand
 Colliery the coal which might be gotten in the portion of the Speculation
 Colliery which lies on the North or North East side of the aforesaid
 barrier directed to be left by the herebefore recited Indenture subject
 nevertheless to certain covenants and conditions therein contained including
 a covenant to pay to Her Majesty her heirs and successors in addition to
 the royalty payable in respect of the Speculation Gate a way leave
 royalty of One half penny per ton on all coal gotten from and after the
 thirty first day of December One thousand eight hundred and seventy
 nine from within or out of the before mentioned portion of the Speculation
 Colliery and which should have been or should be brought through
 the Rose in hand Colliery. **And whereas** the Company have applied
 to the said George Sully as such Commissioner and Gaveller as
 aforesaid for permission to work parts of the barrier colored blue on
 the said plan attached hereto and of the barrier directed to be left
 as aforesaid at the South end of the Speculation Colliery (and which
 barrier is shown in part by a red color cross hatched in red on the
 plan attached hereto) and to work the coal in a further part of the
 Speculation Colliery through the Rose in hand and Trafalgar Collieries
 and to work the coal in a part of the Rose in hand Colliery through
 the Trafalgar Colliery and a part of the Speculation Colliery and also to
 be relieved from paying any way leave rent under the herebefore
 recited Indenture of the twenty third day of May One thousand eight
 hundred and eighty two upon any coal worked and gotten in pursuance
 of the license thereby granted subsequent to the thirty first day of
 December One thousand eight hundred and eighty four and the said
 George Sully has agreed to comply with their application to the extent
 hereinafter appearing and subject to such new barriers as are hereinafter
 described being left and to the other conditions rules regulations and
 covenants hereinafter contained. **And whereas** the positions in
 which a new barrier is to be left in the several seams of Coal comprised
 in the grants of the said several Collieries known as the Churchway

High Delf Seam the Rocky Seam the Starkey Seam and the Lowrey Seam and the Twenty Inches Seam are shown upon the said plan attached hereto by the colors purple green brown and yellow respectively and each of such barriers is intended to be of the width of forty yards at the least and is intended to form a complete barrier by forming a junction at the South end with one of the barriers directed to be left in the grant of the Rose in Hand Colliery and at the North end with part of the barrier directed to be left by the beforementioned Indenture of the third day of May One thousand eight hundred and sixty seven. And whereas in pursuance of the provisions of the twenty fourth Section of the Act 24 and 25 Victoria Chapter 110 the said George Gullely has caused a notice to be published during three successive weeks in the Dean Forest Guardian The Dean Forest Mercury and the Gloucester Journal three newspapers circulating within the said Forest of Dean of his intention to grant this License so far as the same relates to the working of barriers or parts of barriers and no person has claimed to be a person who would be affected thereby. Now this Indenture witnesseth that the said George Gullely as such Commissioner as aforesaid in exercise of all powers in anywise enabling him so to do Doth by these presents on behalf of Her Majesty release the Company their Successors and assigns from the payment of the wryleave/royalty covenanted to be paid by the hereinbefore recited Indenture of the twenty third day of May One thousand eight hundred and eighty two and which but for these presents would have been payable upon the Coal which shall have been since the thirty first day of December One thousand eight hundred and eighty four or shall hereafter be gotten from the said Speculation Colliery in pursuance of the license and permission thereby given and be carried and conveyed through the Rose in Hand Colliery and also from all Actions claims and demands on account of the same or by reason of the non payment thereof. And this Indenture also witnesseth that the said George Gullely as such Gavellet as aforesaid in exercise of the powers for this purpose given to him by the said Act 24 and 25 Victoria Chapter 110 and of all other powers enabling him in this behalf and in so far as he lawfully can or may Doth hereby grant to the Company their successors and assigns license and authority (determinable nevertheless as hereinafter provided) for them or any of them to remove work and dispose of all the Coal which may be found in so much of

the said Barrier of Coal colored Blue on the said plan hereto in
 the Churchway High Celf Rockey Starkey Lowrey and Twenty Inches
 Seams of Coal as lies in each of those Seams to the South East of the
 Barrier hereinafter directed to be left in the same seam between the
 point marked B on the said plan attached hereto and the point
 in each of those seams where the new barrier will join the said
 barrier colored blue. And also to remove work and dispose of all
 the coal which maybe found in so much of the barrier cross hatched
 red on the said plan and directed to be left at the South end of the
 Speculation Gale as lies in each of the before mentioned seams of Coal
 between the said barrier colored blue and the new barrier in the
 same seam hereinafter directed to be left With liberty to carry and
 convey all or any of the Coal found gotten or raised in or from the
 portion of the Speculation Colliery which lies between the said barrier
 colored blue and the new barriers hereinafter directed to be left and
 in or from such portions of the Speculation Colliery which lies between
 the said barrier colored blue and the new barriers hereinafter directed
 to be left and in or from such portions of the barriers or parts of barriers
 hereinbefore licensed to be worked as form part of the Speculation
 Colliery through the Rose in hand and Trafalgar Collieries or either
 of them or any pit or pits belonging to such Collieries or either of them
 and also to carry and convey all or any of the Coal found gotten or
 raised in or from the portion of the Rose in hand Colliery which lies
 to the West or North west of the said barrier colored blue and
 between it and the new barriers hereinafter directed to be left and
 in or from the remaining portions of the barriers or parts of barriers
 hereinbefore licensed to be worked through the Trafalgar Colliery
 and that portion of the Speculation Colliery which lies on the East
 or South East side of the new barriers hereinafter directed to be left
 or either of them the said Colliery or portion of Colliery or any Pit or
 Pits belonging to such Colliery or portion of Colliery Subject nevertheless
 to the royalties payments conditions rules and regulations including
 the conditions rules and regulations hereby or by the before recited
 Indentures or either of them (except so far as the same are hereinbefore
 released) imposed to which the Colliery in or from which the
 Coal shall be found gotten or raised shall for the time being be
 subject and liable and upon the terms of paying such further
 royalty or wayleave as is hereinafter expressed And this Indenture
 also witnesseth that he the said George Luttley as such Commissioner
 and Gavellee as aforesaid in exercise of all Statutory and other

1st of the same
31 Dec 1884

powers herein enabling him Doth hereby declare that the License hereby granted is and shall be at all times under and subject to the rents conditions rules and regulations hereinafter following And the Company for themselves their successors and assigns Do hereby covenant with the Queen's Majesty her heirs and successors that the persons for the time being in possession or receipt of the proceeds of Speculation Colliery shall and will well and truly pay to Her Majesty her heirs and successors in addition to the rents royalties and tonnage duties now payable or hereafter to become payable in respect of coal gotten from that Colliery a wayleave rent of One penny per ton on all coal which shall have been since the thirty first day of December One thousand eight hundred and eighty four or shall hereafter be gotten from the portions of the Speculation Colliery which are hereinbefore licensed to be worked through the Rose in Hand and Trafalgar Collieries including the portions of the said barriers or parts of barriers hereby licensed to be worked which form part of the Speculation Colliery And that the persons for the time being in possession or receipts of the proceeds of the Rose in Hand Colliery shall and will well and truly pay to the Queen's Majesty her heirs and successors in addition to the rents royalties and tonnage duties now payable or hereafter to become payable in respect of coal gotten from that Colliery a wayleave rent of One halfpenny per ton on all coal which shall have been since the said thirty first day of December One thousand eight hundred and eighty four or shall hereafter be gotten from the portion of the Rose in Hand Colliery which is hereinbefore licensed to be worked through the Trafalgar Colliery and part of the Speculation Colliery including the remainder of the barriers or parts of barriers hereby licensed to be worked such wayleave rents respectively to be paid and accounted for on the several days and times on which the royalties or tonnage duties now payable or which may hereafter become payable in respect of the said Speculation Colliery and Rose in Hand Colliery respectively are or shall be payable And further that the persons for the time being in possession or receipt of the proceeds of the said Speculation Colliery and Rose in Hand Colliery respectively will keep fair and legible books of account containing true regular and exact entries of the weight measure and quantity of coal which shall from time to time be gotten and raised from the said two Collieries respectively (including in each the portions of the said barriers or parts of barriers hereby licensed to be worked which

* shall
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regul
or foll
or the
relat
for
any

form a part of such (colliery) and be carried and conveyed as
 hereinbefore authorized And shall and will half yearly or whenever
 required so to do render to the Gaveller or the Deputy Gaveller for the
 time being of the said Forest of Dean or to the Receiver of Crown Rents
 for the time being of the said Forest true and correct copies of such
 Accounts And will at all times hereafter keep at or upon the said
 Speculation Colliery and Rose in Hand Colliery respectively or at or upon
 the Office or Works for the time being of the Company for or in connection
 with such Collieries respectively true and correct plans measurements
 and sections of all workings and explorations in such Collieries respectively
 (including in each the portions of the barriers or parts of barriers hereby
 licensed to be worked which form a part thereof) plotted to a scale of
 three chains to an inch and kept fully dialled up every three months
 And will at all times whenever required so to do produce and show
 such books of Account plans measurements and sections to the said
 Gaveller Deputy Gaveller or Receiver and permit and suffer them
 respectively to examine the same and take any extract from or copies of
 the same or any of them And also will give any explanation
 that may be required in relation to the same or any of them And
 also will leave unworked in each and every of the before mentioned
 Seams of coal a barrier of the width of forty yards at the least in the
 positions following that is to say in the High Delf Seam in the position
 shown by purple color on the said plan in the Rockey Seam in the
 position shown by the green color on the said plan in the Starkey
 Seam in the position shown by brown color on the said plan and
 in the Lowrey and Twenty Inches Seams respectively in the position
 shown by yellow color on the said plan Provided always And
 it is hereby declared and agreed and this License is upon
 this express condition that no coal gotten from any part of the
 Trafalgar Colliery or from any part (other than the parts hereby
 expressly licensed to be so worked) of the Rose in Hand Colliery
 shall at any time hereafter without the further license in writing
 of the Gaveller of the said Forest in that behalf be carried or conveyed
 through any part of the said Speculation Colliery And it is hereby
 agreed and declared that the several provisions conditions and
 clauses hereinbefore contained so far as they in any manner relate
 to the working of or leaving unworked any coal in the Rose in
 Hand Colliery (including the remaining portions of the said barriers
 or parts of barriers hereby licensed to be worked) shall be deemed
 to be conditions rules and regulations of that Colliery and

shall be deemed to be conditions rules and regulations of that Colliery and so far as they in any manner relate to the working of or leaving unworked any coal in the

so far as they in any manner relate to the working of Coal in the Trafalgar Colliery shall be deemed to be conditions & rules and regulations of that Colliery. And further that this license may be revoked or put an end to by the Graveler for the time being of the said Forest on the thirtieth day of June or the thirty first day of December in any year upon giving to the Company their Successors or assigns or any of them or leaving for them or any of them at their or any of their last known or usual Registered Office or place of business in England or on part of either of the said three before mentioned Collieries three Calendar months previous notice in writing of his intention to determine the same. And the said George Gulley 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 George Gulley hath hereunto set his hand and seal and the Company have caused their Common Seal to be hereunto affixed the day and year first above written.

Geo: (Sd.) Gulley

James Smith
Albert Peter } Directors
F. W. J. Brain }
Secretary



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

Alex^r. Anderson, Witness
Clerk, General Register House
Edinburgh

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

14th Sept^r. 1885