

Dated 28<sup>th</sup>  
Sept. 1885

New Forest

License

— by the —

Commissioner

of Her Majesty's

Woods, Forests

and Lands

Revenues author<sup>d</sup>

the within mentioned

persons to Fowl

and Fish in the

Forest during the

year 1885-86.

To all to whom these Presents shall come

I George Gulley a Commissioner of Her Majesty's Woods, Forests and Land Revenues Send Greeting Whereas the several persons

whose names are contained in the first second and third Schedules hereunder

written have applied to me as such Commissioner as aforesaid to grant to

them respectively my license under the powers of the fifth Section of the Crown

Lands Act 1866 to fowl and fish on and over such parts of the New Forest

in the County of Southampton as are hereinafter specified in consideration as

regards the persons whose names are contained in the first and second

Schedules hereto of the payment by them to the Crown of the several sums set

opposite to their respective names and which sums have been duly paid

And whereas I have as such Commissioner as aforesaid with the

approval of the Commissioners of Her Majesty's Treasury determined to accede to

such applications subject to the conditions and provisions hereinafter contained

Now therefore Know ye that in consideration of the premises and

with the approval of the Commissioners of Her Majesty's Treasury I the said

George Gulley as such Commissioner as aforesaid Do hereby in pursuance

of the powers of the 5<sup>th</sup> Section of the Crown Lands Act 1866 grant to each of

the several persons mentioned in the first second and third Schedules

hereunder written my license to fowl and fish on and over such parts of

the New Forest in the County of Southampton as are hereinafter specified

and subject to the conditions and provisions hereinafter contained And

further Know ye that the parts of the New Forest to which the license

is to extend and the conditions and provisions subject to which the same

is granted are as follows, that is to say:

- First. This License as regards Fowling to have effect on and from the first day of October One thousand eight hundred and eighty five up to and including the first day of February One thousand eight hundred and eighty six and no longer and as regards Fishing to have effect from the first day of October One thousand eight hundred and eighty five up to the thirtieth day of September One thousand eight hundred and eighty six.
- Second. This License is to extend to such parts of the New Forest the soil and frithold whereof are for the time being vested in the Crown excepting therefrom all inclosed Woods and Lands that is to say All Woods and Lands which are the property of Her Majesty free from all rights of Common and also excepting all inclosures for the time being made pursuant to or under the authority of the Acts ninth and tenth William 3<sup>rd</sup> Chapter 36 14<sup>th</sup> George 3<sup>rd</sup> Chapter 72, and 14<sup>th</sup> and 15<sup>th</sup> Victoria Chapter 76 or any of such Acts or any Commission thereunder.
- Third. This License will not authorize the taking or killing of any Red or



- Fourth. *Fallow Deer, Black Cock, Grey Hen or Hen Pheasant.*  
 Each of the persons whose names are included in the second  
 Schedule hereunder written may occasionally when exercising the  
 privileges conferred by this License be accompanied by a friend who  
 shall on each such occasion have the same and no larger or other  
 right to fowl and fish as the Licensee, subject to the condition that  
 such friend is a bona fide guest temporarily resident in the house  
 of the Licensee and does not reside within ten miles of any part  
 of the New Forest.
- Fifth. Each Licensee whether he is accompanied by a friend under  
 the fourth article or not shall be attended by one beater only and not  
 more than two dogs when exercising the privileges granted by the  
 License and in the event of two or more Licensees forming one  
 party they shall not be attended by more than four dogs and shall  
 not be attended by more beaters than there are Licensees present.  
 No party shall however consist of more than four guns and four  
 beaters.
- Sixth. No Licensee shall exercise the privilege of fowling or more  
 than four days in any one week or before 10 o'clock a.m. or  
 after sunset or shall sell or make a profit by Game or Rabbits.
- Seventh. No Licensee shall employ as Beater any person who shall  
 have been convicted before the Magistrates or the Court of Verderers  
 of poaching or other offences against the Forest Laws.
- Eighth. If any person named in either of the Schedules hereunder,  
 written or the Friend of any person named in the second  
 Schedule who may be exercising the privileges conferred by the  
 fourth Article shall at any time commit any breach of the  
 conditions or provisions <sup>herein</sup> contained shall fowl or fish on any land  
 belonging to Her Majesty in the New Forest to which this License  
 does not extend then and in every such case such breach or  
 act shall operate as an immediate and absolute forfeiture of the  
 License hereby granted to the person by whom such breach or other  
 act is committed or in case of the breach or other act being committed  
 by a friend exercising the privileges conferred by the fourth Article then  
 the same breach or act shall operate as an immediate and absolute  
 forfeiture of the License to the person named in the second Schedule  
 hereto by whom any such friend as aforesaid shall have been  
 accompanied. In the event of any forfeiture taking place no part  
 of the consideration paid by any Licensee is to be returned to him.  
 Nevertheless, the Commissioner of Her Majesty's Woods Forests and



Land Revenues for the time being in charge of the New Forest is to have power to waive any forfeiture in case on sufficient cause being shown he may think fit to do so. —

Ninth It is to be distinctly understood by the Licensees that this License will absolutely expire on the first February One thousand eight hundred and eighty six as regards Shooting and thirtieth September One thousand eight hundred and eighty six as regards Fishing and that no right of or claim to a renewal is to be considered as given or implied. If any Licensee desires to obtain a License for a subsequent season such application will when made be dealt with on its merits and as the Commissioner of Woods may in his discretion think proper AND I the said George Bulley do hereby direct that this deed shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Inrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Inrolments. In witness whereof the said George Bulley hath hereunto set his hand and seal the twenty eighth day of September One thousand eight hundred and eighty five.

The First Schedule

Names	Addresses	£
Aitchison, Capt. R.A.	Strubbs Hill Lyndhurst	20
Beard R.R. Esquire	Thickthorn, Newtworth	20
Bowden-Smith N. Esquire	Brockenhurst	20
Bryan, W.E. Esquire	Haskells, Lyndhurst	20
Cumberbatch, Lt. Esquire	Newtree Cottage, Lyndhurst	20
Dallas, Charles Esquire	Wardour Lodge, Sunningdale	20
Defrespigny, R.A. Esquire	Round Hill, Lyndhurst	20
Dunbar, G. Esquire	Haskells, Lyndhurst	20
Duplessis, G. Esquire	Newtown Park, Lynnington	20
Duplessis, J. Esquire	"	20
Eyre, F.A.D. Esquire	The Lawn, Mundeford, Christchurch	20
Fowler, Major	Hieb Cottage, Dannerham, Salisbury	20
Hamilton, Captain	South Testwood, Totton, Southampton	20
Henderson, N.R. Esquire	The Grove, Hythe, Southampton	20
Herbert, Honorable A.	Brockel, Welwyn, Herts	20
Howard, J.N. Esquire	Bushetts Lane, Totton Southampton	20
Lacey, C.J. Esquire	Crow Hill, Ringwood	20
Meyrick, G.A. Esquire	Lady Cross, Brockenhurst, Hants	20



Names	Addresses	£
Mead-Waldo, E. G. Esquire	Rope Hill, Lymington	20
Murray, Captain - R.N.	Ringwood, Hants	20
Pearce, J. A. Esquire	Chacombe Abbey, Basing	20
Peto-Morton, N. Esquire	Littlecroft, Lyndhurst	20
Raine, A. O. Esquire	1 Royal Terrace, Weston-super-Mare	20
Smith, A. Bowden, Esquire	Weston Patrick Rectory, Odilham	20
Smyth, Colonel	Guards Club, P. W.	20
Wingrove, A. F. Esquire	Langley, Totton, Southampton	20
Wigram, E. R. Esquire	Burley, Ringwood	20

## The Second Schedule

Names	Address	£
Atwood, G. Esquire	Durmast House, Ringwood	30
Blaker, W. C. Esquire	Lyndhurst	30
Andon, F. B. Esquire	Brockenhurst, Hants	30
Lascelles, Hon <sup>ble</sup> G. W.	Ducous House, Lyndhurst	—
Maitland, Captain	Bartley Manor, Totton, Southampton	30
Pearce, Robert Esquire	Loperwood, Totton, Southampton	30
Shakerley, Colonel	Dorchester, Dorset	30
Thursby, Colonel	Holnhurst, Christchurch	30

## The Third Schedule

Names	Addresses
Dart, J. A. Esquire	Beech House, Ringwood
Esdaile, W. C. D. Esquire	Burley Manor, Ringwood
Eyre, G. B. Briscoe Esquire	Warrens, Braundlaw, Lyndhurst
Paulet, Sir H. Baronet	Teshwood, Southampton
Roy, W. G. Esquire	Byams, Marchwood, Southampton
Scott, Lord Henry	Beaulieu, Southampton
Sclater-Booth, Right Hon <sup>ble</sup> M.P.	The Priory, Odilham

Geo: (St.) Cutley

Signed sealed and delivered by the within named George Cutley  
in the presence ofCharles A. Nash  
Hinxton Grange  
Laudonnet

I certify that a duplicate of this Card has been  
deposited in the Office of Land Revenue Records and  
Instruments and an entry thereof made or filed by me  
3<sup>rd</sup> September 1885  
H. G. Muntz  
Keeper of the Records



Letter of Administration of the Will  
 personal estate of Rosa Angelina Mapp  
 28 April 1892. W.D.B. 1. p. 8.

Assignment of a moiety 260  
 to Mrs E. Wanklyn  
 15 Sept 1892. W.D.B. 1. p. 8.

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**THIS INDEMTURE** made the twenty ninth day of  
 September One thousand eight hundred and eighty five Between  
 The Queen's Most Excellent Majesty of the first part George  
 Dean Forest Culler the Commissioner of Her Majesty's Woods Forests and  
 Land Revenues in charge of the Forest of Dean in the County of Gloucester  
 of the second part and Philip Endell Wanklyn and Rosa  
 Angelina Mapp wife of Thomas Mapp Representative of James  
 Grindell deceased, both of Park Hill near Coleford in the County of  
 Gloucester Brick and Tile Manufacturers hereinafter called "the Lessees" of  
 the third part Witnesseth that in consideration of the rent and royalty  
 hereinafter reserved and of the covenants by the Lessees hereinafter contained  
 He said George Culler as such Commissioner as aforesaid by virtue and  
 in exercise of the powers in him vested in and by certain Acts of Parliament  
 passed in a Session held in the first and second years of the reign of Her  
 present Majesty Chapter 113 and in another Session held in the fourteenth and  
 fifteenth years of the reign of Her present Majesty Chapter 112 and in another  
 Session held in the twenty fourth and twenty fifth years of the reign of  
 Her present Majesty Chapter 110 or some or one of them and of all other powers  
 in him vested or in anywise enabling him so to do Doth by these Presents

Clay  
 waste  
 Park  
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for and on behalf of The Queen's Majesty grant and demise unto the Lessees  
 All the clay and sand within and under all that piece or parcel of  
 land part or late part of the unenclosed wasteland of Her Majesty's  
 Forest of Dean in the County of Gloucester situate lying and being at  
 Clearwell Meend in Park End or York Walk in the said Forest and  
 containing by admeasurement Three acres two roods and eighteen perches  
 bounded on the west by the Road leading from Ellwood to Tuffon on the  
 East by the Road or way leading from the Titterell to the Hed Works and  
 on the North in part by a road or way dividing the said piece of land  
 from Milk Wall Enclosure in the other part North by an encroachment  
 belonging to Stephen Addams numbered 354 on the plan of Encroachments  
 in Park End Walk and in the remaining part north and on the south  
 by Open Waste of the Forest which said piece or parcel of land is with the  
 allotments and boundaries thereof more particularly delineated and described  
 on the plan thereof drawn in the margin of these presents and thereon  
 colored red with full power to dig and get and carry away the said  
 Clay and Sand Together also with full power and authority for the  
 Lessees at their own expense during the term hereby granted to make  
 and maintain subject in all respects to the approval of the Deputy  
 Surveyor for the time being of the said Forest a covered drain through  
 the piece or parcel of land colored blue on the said plan for the purpose



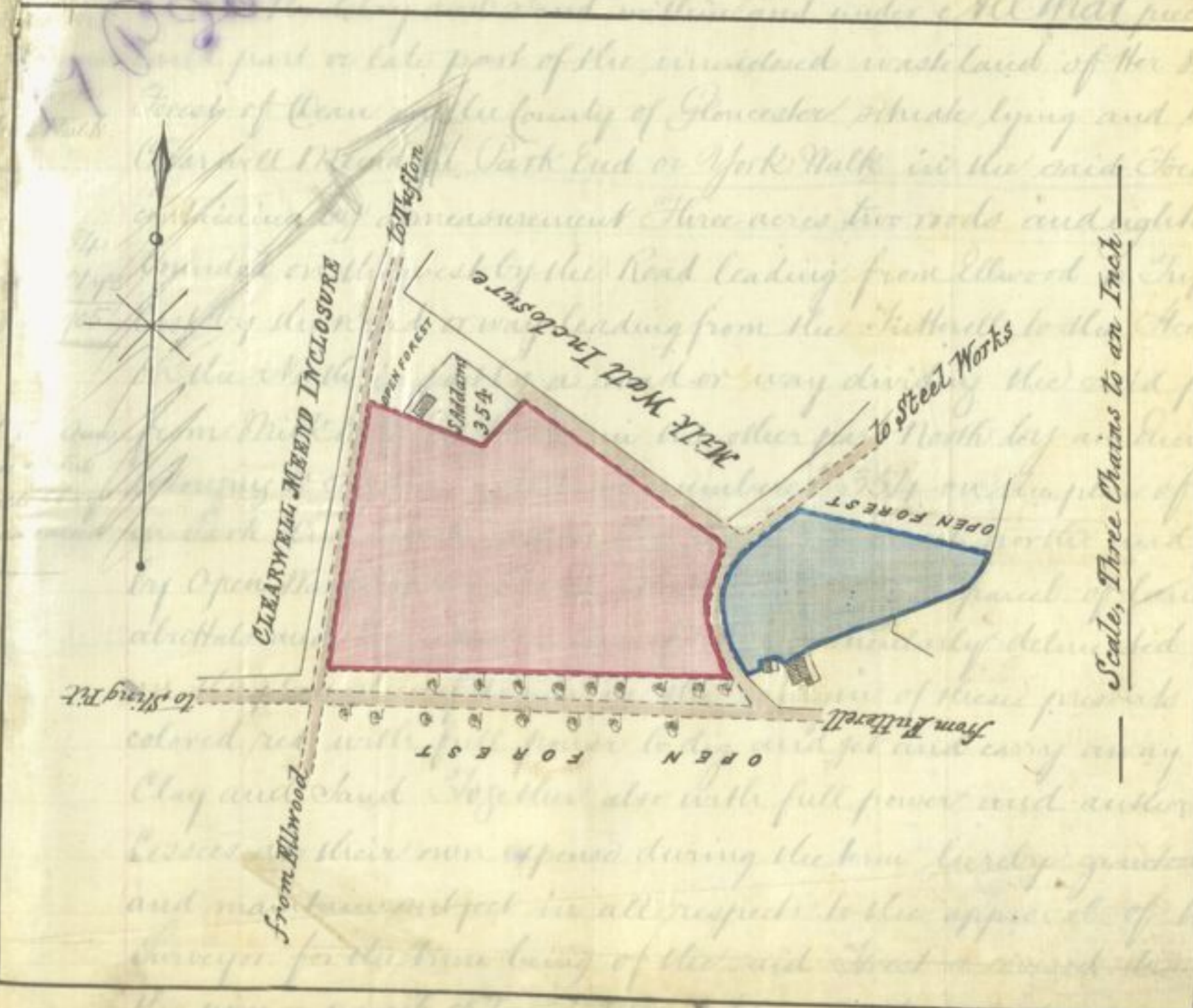
Letters of Administration of the Will  
 of Rosa Angelina Mapp  
 28 April 1892. W.D.B. 1. p. 8.

Sched Assignment of a moiety 260  
 to Mr E. Wanklyn  
 15 Sept 1892. W.D.B. 1. p. 8.

# This Indenture

Dated 29<sup>th</sup> Sept<sup>r</sup> 1885 made the twenty ninth day of September One thousand eight hundred and eighty five Between  
 The Queen's Most Excellent Majesty of the first part George  
 Dean Forest Gulleys Esquire the Commissioner of Her Majesty's Woods Forests and  
 Land Revenues in charge of the Forest of Dean in the County of Gloucester  
 of the second part and Philip Endell Wanklyn and Rosa  
 Angelina Mapp wife of Thomas Mapp Representative of James  
 Grindell deceased, both of Park Hill near Coleford in the County of  
 Gloucester Brick and Tile Manufacturers hereinafter called "the Lessees" of  
 the third part Witnesseth that in consideration of the rent and royalty  
 hereinafter reserved and of the covenants by the Lessees hereinafter contained  
 The said George Gulleys as such Commissioner as aforesaid by virtue and  
 in exercise of the powers in him vested in and by certain Acts of Parliament  
 passed in a Session held in the first and second years of the reign of Her  
 present Majesty Chapter 43 and in another Session held in the fourteenth and  
 fifteenth years of the reign of Her present Majesty Chapter 42 and in another  
 Session held in the twenty fourth and twenty fifth years of the reign of  
 Her present Majesty Chapter 40 or some or one of them and of all other powers

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Gulleys



of draining water from the said hereinbefore described premises colored as aforesaid To hold use and enjoy the premises hereby granted unto the Lessees from the twenty fourth day of June One thousand eight hundred and eighty four for the term of Twenty one years Paying therefor during the said term unto The Queen's Majesty her heirs and successors the clear yearly rent of One pound the said rent to be paid half yearly on the twenty fourth day of June and the twenty fifth day of December in every year by equal payments clear of all deduction the first payment of which rent became due on the twenty fifth day of December One thousand eight hundred and eighty four and the payment whereof for the last half year of the said term shall be made in advance on the twenty fifth day of December One thousand nine hundred and four **AND** also Paying unto The Queen's Majesty her heirs and successors over and above the said yearly rent hereinbefore reserved a Royalty at the rate of Four pence for each and every Statute ton of Clay and Sand which shall during the term hereby granted be dug or gotten off from or out of the said piece or parcel of land such Royalty to be paid half yearly on the said twenty fifth day of December and twenty fourth day of June in every year clear of all deductions **AND** the Lessees do and each of them doth hereby covenant with The Queen's Majesty that they the lessees or one of them will at all times during the said term hereby granted pay unto The Queen's Majesty her heirs and successors the said rent and royalty hereinbefore respectively reserved upon the respective days and times and in the manner and proportion hereinbefore mentioned and appointed for payment thereof respectively free and clear of all deduction whatsoever **AND** that if default shall be made for twenty one days in payment of the aforesaid rent and royalty or any part thereof then and in every such case the lessor may distrain all or any machinery engines implements utensils horses carts carriages or other live or dead stock and all the clay and Sand and other things of every sort or description which shall be remaining at upon in or about the aforesaid pieces of land or any part thereof and all other the goods chattels and effects of the lessees or any of them wheresoever the same may be found and the same to impound sell and dispose of for and towards the satisfaction and payment of all such rent and royalty of which such default shall be made in payment as aforesaid and also of all costs and charges



incident to or which may be occasioned by such distress or distresses  
 in the like and as full and ample a manner and form as any rent  
 whatsoever can or may be recovered by Law *And also* that they  
 the Lessees or one of them shall and will during the said term pay  
 and discharge the Land tax (if any) and all other taxes assessments  
 and outgoings of what nature or kind soever now or hereafter to be assessed  
 or imposed upon or in respect of the premises hereby demised and every  
 part thereof *And also* will during the continuance of the said term  
 fairly and effectually work and carry on all and every the pits and works  
 for the time being open or to be opened in and upon the said piece or  
 parcel of land hereinbefore described for the purpose of getting Clay  
 and Sand off or from the same to the satisfaction of the Lessor and  
 shall not in any manner use the said piece or parcel of land except  
 for the purpose of digging or getting such Clay or Sand off and from the  
 same as aforesaid *And also* shall and will keep fair and legible  
 Books of Account with true regular and exact entries of the quantity of  
 all clay and sand which shall be dug or gotten from and out of the  
 said piece or parcel of land hereinbefore described *And* shall and will  
 at all times when required produce and shew such Books of Account  
 to the Lessor or his Agent or to Her Majesty's Receiver for the time being  
 of the rents and profits of the demised premises and permit and  
 suffer him and them to take any extracts therefrom copies thereof and  
 shall give any explanation which may be required in relation thereto  
*And also* shall and will within twenty days next after the twenty fourth  
 day of June in every year during the said term hereby granted and  
 also at such other time or times during the said term as the Lessor  
 shall by Notice in writing under his hand require the same *And*  
 also within twenty days next after the expiration of the said term  
 deliver into the Office of the said Commissioners of Her Majesty's Woods  
 Forests and Land Revenues or to Her Majesty's said Receiver a true and  
 exact account in writing of all clay and sand which during the  
 preceding year and during such time as shall be required by such  
 Notice as aforesaid shall have been dug or gotten off from or out of the  
 said piece or parcel of land hereinbefore described or any part thereof  
 such account being from time to time first verified by a Declaration in  
 writing under the hands of the Lessees or of their Chief or only Agent  
 for the time being *And also* that it shall and may be lawful to and  
 for the <sup>Lessor and for</sup> Deputy Surveyor or Deputy Gaveler for the time being of the  
 said Forest with or by their Workmen Agents or Servants from time  
 to time and at all times during the said term to enter into and upon



the said piece or parcel of land herebefore described or any part thereof for the purpose of examining the state and condition thereof and if any error default or defect shall be found or appear in the working or conducting of all or any part of the said Works and premises or if any error fault or defect shall be found or appear in the construction or maintenance of the covered drain through the piece or parcel of land colored blue on the plan as aforesaid then that the Lessees shall and will on receiving notice to that effect repair correct and amend any such error fault or defect within the space of two calendar months next after the date of such notice And also that they the Lessees shall not nor will at any time or times during the said term hereby granted erect build or set up upon the said piece or parcel of land herebefore described or any part thereof any manufactory or other erection or building whatsoever And shall not nor will commit any unnecessary damage spoil or waste in or upon the said piece or parcel of land and premises or any part thereof in the exercise of the powers herebefore contained and shall not nor will in the exercise of the powers hereby granted do or permit or suffer to be done any damage spoil or injury to any of the Inclosures wood timber or other trees lands property or possessions of Her Majesty within the said Forest of Dean And shall and will at the end or other sooner determination of the said term hereby granted fill up in a proper and substantial manner and to the satisfaction of the Lessor or the Agent of the Lessor all such pits as may have been made in digging and getting clay and Sand off from and out of the said piece or parcel of land and shall and will level and restore such piece or parcel of land as far as practicable to the state and condition in which it was at the commencement of the previous tenancy of the property by the said James Grindell and Philip Ludell Manklyn under an Indenture dated the twenty eighth August One thousand eight hundred and sixty five and made between The Queen's Most Excellent Majesty of the first part The Honorable James Kenneth Howard of the second part and the said James Grindell and Philip Ludell Manklyn of the third part And also that they the Lessees shall not nor will at any time or times assign or underlet or otherwise part with the possession of the premises hereby demised or any part thereof for the whole or any part of the term hereby granted without the consent in writing of the Lessor for that purpose first had and obtained And also will cause and procure every Assignment which with the consent and approbation aforesaid shall at any time hereafter be made of these



Presents or of the premises hereinbefore described or any part thereof  
 And also all probates of Wills and Letters of Administration affecting the  
 term hereby granted to be within two calendar months from the respective  
 dates thereof enrolled in the Office of Land Revenue Records and Inrolments  
 and Minutes or docketed thereof respectively to be entered in the Office of  
 the Commissioners for the time being of Her Majesty's Woods Forests and  
 Land Revenues Provided lastly that if any Rent or Royalty hereby  
 reserved shall be in arrear for thirty days or if the Lessees shall not  
 well and effectually observe perform and keep all and every the Covenants  
 hereinbefore contained Then and in any of the said cases it shall and  
 maybe lawful for the Lessor to recuter into and upon all and singular  
 the said piece or parcel of land and premises hereinbefore described or  
 any part thereof in the name of the whole and thenceforth to repossess and  
 enjoy the same Together with all engines tools machinery and other working  
 gear and other matters and things then being thereon or gotten off from  
 and out of the said land as fully and effectually to all intents and purposes  
 as if these Presents had never been made and thereupon all interests  
 rights and powers of the Lessees under these Presents shall absolutely cease  
 And it is hereby agreed and declared that the term "Lessor"  
 herein means The Queen's Majesty her heirs successors and assigns or  
 so long as the reversion of the demised premises is vested in the Crown  
 the Commissioner or Commissioners or other the person or persons for the  
 time being entitled by law to the management and direction thereof and  
 that all rights and obligations of the Lessees 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 Fulley  
 as such Commissioner as aforesaid doth hereby direct that this deed shall  
 be deemed to be fully and sufficiently enrolled by the deposit of a  
 duplicate thereof in the Office of Land Revenue Records and Inrolments  
 and the filing or making an entry of such deposit by the Keeper of the  
 said Records and Inrolments In witness whereof the said parties to  
 these Presents of the second and third parts have hereunto set their hands  
 and seals the day and year first above written.

Geo (St) Fulley

P. E. (St) Wauklyn

R. A. (St) Mapp

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

Warrington W Smyth

5 Inverness Terrace

London W



Signed sealed and delivered by the within named Philip  
 Eddell Phillips in the presence of  
 Thomas Brace  
 Monmouth  
 City & Manager  
 Gas & Water Works.

Signed sealed and delivered by the within named Rosa  
 Angelina Mapp in the presence of  
 Robert A. Watts  
 Westfield House  
 Ross  
 Accountant

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

3<sup>rd</sup> October 1885

H. G. Hewlett  
 Keeper of the Records

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# This Indenture

Dated 2<sup>nd</sup> October 1885

made the second day of October One thousand eight hundred and eighty five Between The Queen's Most Excellent Majesty of the first part George Lulley Esquire as

Dean Forest

Commissioner of Her Majesty's Woods, Forests and Land Revenues and also Gaveller of Her Majesty's Forest of Dean in the County of Gloucester

George Lulley

of the second part and The Park End and New Fancy Collieries

Esq<sup>ts</sup> & Partners

Company, Limited, (hereinafter called "the Company") of the third part Whereas the Company are the registered Owners of two Gales or

of Her Majesty's

Collieries in the said Forest of Dean adjoining each other described in the first Schedule to the Dean Forest Mining Commissioners Award of Coal

Woods &c

Mines dated the eighth day of March One thousand eight hundred and forty one and commonly called or known as "The Park End Colliery"

to

and the "New Fancy Colliery" respectively And whereas by the Collieries Company said Award of Coal Mines a Barrier of Coal thirty yards in width

The Park End

was directed to be left in each vein round the whole of the tracts comprised in the Park End Colliery And whereas the Company

and New Fancy

are desirous of working a part of the Barrier directed to be left as with a part of the aforesaid in the Park End Colliery and of working that Colliery by

Collieries Company

means of Pits and workings in the New Fancy Colliery and also of the Park End & carrying parts of the Coal found and gotten in the last mentioned

Limited

New Fancy Collieries Colliery into the Park End Colliery and thence bringing such coal to land

License

to bring to land through Pits and workings in the New Fancy Colliery and the Company Coal from the have applied to the said George Lulley as such Commissioner and

Barrier between

Park End Colliery Gaveller as aforesaid to grant them such licence and permission as is through the New

the Park End &

hereinafter contained which he the said George Lulley has agreed to do upon the terms and conditions and subject to the covenants and provisions

New Fancy Collieries

hereinafter expressed and contained And whereas a notice has been published for three consecutive weeks in the Dean Forest Guardian,

to bring to land

the New Fancy Colliery and in the Gloucester Journal, and the Dean Forest Mercury Newspapers circulating in

Coal from the

the said Forest of Dean of the intention to license the removal of the before mentioned portion of the said Barrier directed to be left as

Park End Colliery

aforesaid in the said Park End Colliery in pursuance of the provisions of the Act 24 and 25 Victoria Chapter 40 Now this Indenture

through the New

witnesseth that in pursuance of the said Agreement and in consideration of the premises He the said George Lulley as such

Fancy Colliery &

Commissioner and Gaveller as aforesaid in exercise of the powers for this purpose given to or vested in him by the Act 24 and 25

to convey Coal from

Victoria Chapter 40 and of all other powers and authorities in anywise enabling him in this behalf and so far as he lawfully can or may Doth hereby give and grant unto the Company their

the said Forest of Dean

of the said Forest of Dean

the New Fancy

Colliery into or

Colliery into or

through the Park

through the Park

End Colliery

End Colliery

Witnesseth that in pursuance of the said Agreement and in consideration of the premises He the said George Lulley as such Commissioner and Gaveller as aforesaid in exercise of the powers for this purpose given to or vested in him by the Act 24 and 25 Victoria Chapter 40 and of all other powers and authorities in anywise enabling him in this behalf and so far as he lawfully can or may Doth hereby give and grant unto the Company their



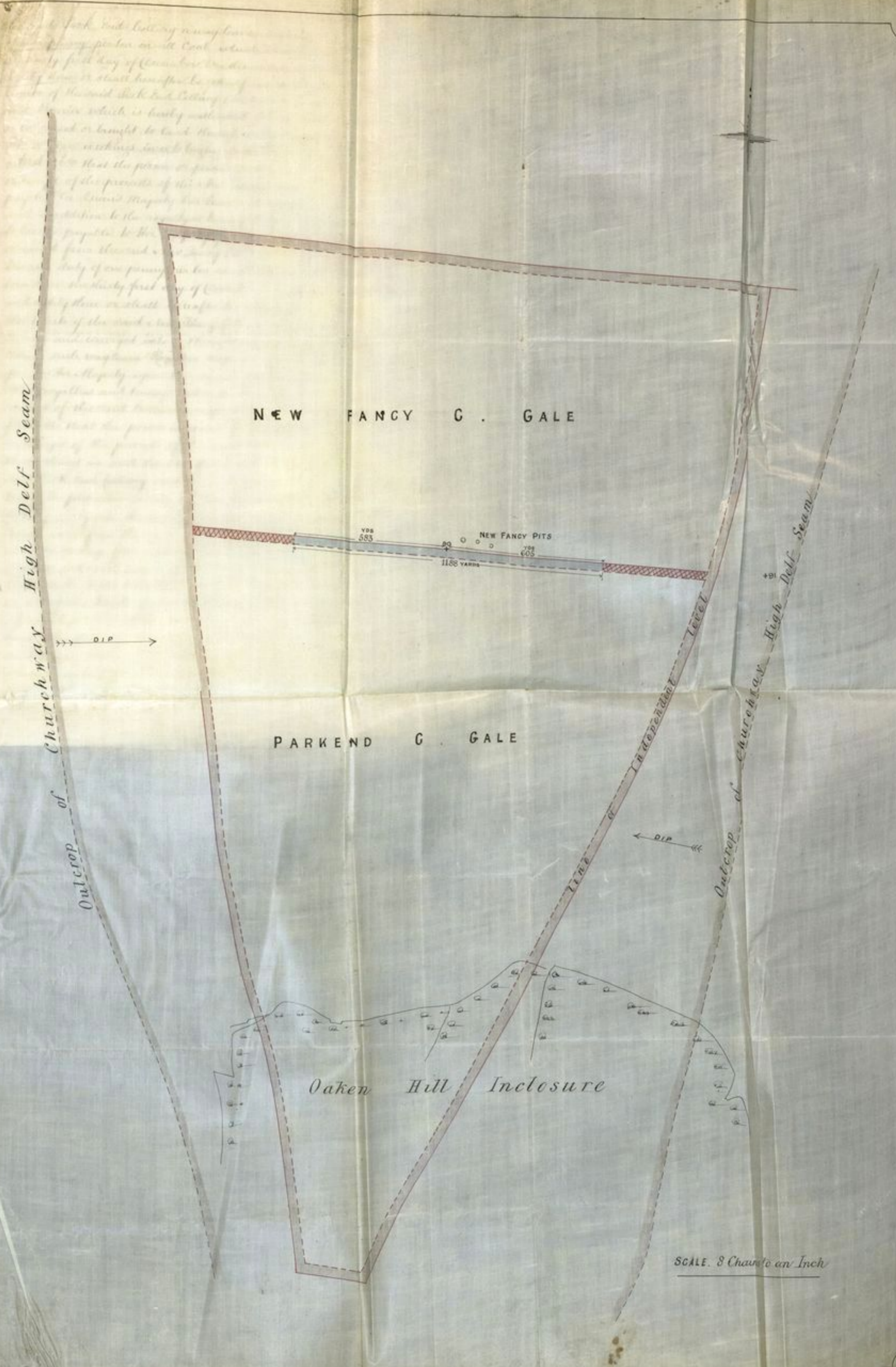
successors and assigns Licence and permission (determinable nevertheless as hereinafter provided) for them or any of them to remove work and dispose of all the Coal which may be found in so much of the said Barrier of Coal directed to be left as aforesaid in the Park End Colliery as lies between a point Six hundred and five yards distant in an Eastern direction from the Boundary Stone n<sup>o</sup>. 90 and a point Five hundred and eighty three yards distant in a Western direction from the same Boundary Stone and which portion of the said Barrier is colored Blue on the plan attached to these Presents And also licence and authority for them or any of them to carry and convey all or any of the Coal found gotten or raised in or from the said Park End Colliery (including the portion of the said Barrier which is hereinbefore authorized to be worked) through the said New Fancy Colliery and any pit or pits or other works belonging thereto And also license and authority for them or any of them to carry and convey all or any of the Coal found gotten or raised in or from the said New Fancy Colliery through the Park End Colliery and thence back into the New Fancy Colliery and through any pit or pits or other works belonging thereto Subject nevertheless as regards all Coal that shall be found in the portion which is hereinbefore authorized to be worked of the said barrier to such royalties payments conditions rules and regulations as the said Park End Colliery is or shall be subject to including the conditions rules and regulations hereby imposed and subject as regards the other workings hereby authorized to the rules regulations and covenants and on the terms and conditions hereinafter contained And this Indenture further witnesseth that in further pursuance of the said Agreement the said George Bentley as such Commissioner and Gaveler as aforesaid in exercise of all Statutory and other powers hereunto enabling him Doth hereby declare that the licence hereby granted is and shall be at all times under and subject to the royalties conditions rules and regulations hereinafter following And they the Company do hereby for themselves their successors and assigns covenant with the Queen's Majesty her heirs and successors that the persons or person for the time being in possession or receipt of the proceeds of the Park End Colliery shall and will pay to the Queen's Majesty her heirs and successors over and above and in addition to the royalty or tonnage duty now payable or hereafter to become payable to Her Majesty for or in respect of the Coal gotten or raised from



The said Park End Colliery away leave royalty or tonnage duty  
 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 three or shall hereafter be gotten from within or out of the  
 limits of the said Park End Colliery (including the portion of the  
 said Barrier which is hereby authorised to be worked) and have been  
 or be raised or brought to land through or by means of any Pit or  
 Pits or other workings in or belonging to the said New Fancy Colliery  
 And also that the person or persons for the time being in possession  
 or receipt of the proceeds of the New Fancy Colliery shall and will  
 pay to The Queen's Majesty her heirs and successors over and above  
 and in addition to the royalty or tonnage duty now payable or hereafter  
 to become payable to Her Majesty for or in respect of the Coal gotten  
 or raised from the said New Fancy Colliery a wayleave royalty or  
 tonnage duty 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 three or shall hereafter be gotten from within or out of  
 the limits of the said New Fancy Colliery and have been or be  
 carried and conveyed into or through any part of the Park End  
 Colliery such wayleave Royalties respectively to be paid and accounted  
 for to Her Majesty upon the several days and times on which the  
 other royalties and tonnage duties for the time being payable in  
 respect of the said Collieries respectively shall be payable And  
 further that the persons or person for the time being in possession  
 or receipt of the proceeds of the said Park End Colliery as regards  
 the workings in and the Coal found gotten or raised in or from the  
 said Park End Colliery and that the persons or person for the time  
 being in possession or receipt of the proceeds of the said New Fancy  
 Colliery as regards the workings in and the Coal found gotten or  
 raised in or from the said New Fancy Colliery shall and will  
 at all times keep fair and legible Books of Account with true &  
 regular and exact entries of the weight and quantity of all the  
 Coal which shall have been or shall hereafter be gotten from within  
 or out of the limits of the said Park End Colliery (including the  
 aforesaid portion of the said Barrier) and raised or brought to  
 land through or by means of any Pit or Pits or other workings in  
 or belonging to the said New Fancy Colliery and of all Coal which  
 shall have been or shall hereafter be found gotten or raised in  
 or from the said New Fancy Colliery and have been or be carried  
 or conveyed into or through any part of the said Park End Colliery

268  
 New Fancy  
 268





NEW FANCY C . GALE

PARKEND C . GALE

Oaken Hill Inclosure

SCALE. 8 Chains to an Inch

Outcrop of Churchway High Delf Seam

Outcrop of Churchway High Delf Seam

DIP

DIP

YDS 585

NEW FANCY PITS

1180 YARDS

YDS 605

YDS 605

Independent Level

Independent Level

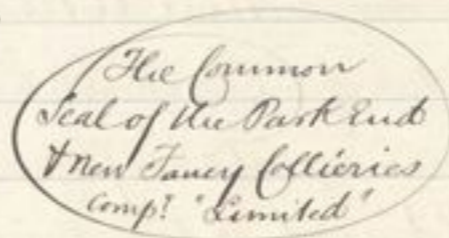


And will from time to time and at all times whenever  
 required so to do render to the said George Sully as such  
 Commissioner as aforesaid or to the Gaveller or Deputy Gaveller  
 or to Her Majesty's Receiver for the time being of the said Forest  
 true and correct copies of such Accounts And will keep at or  
 upon the works in connection with one of the said Collieries  
 true and correct plans measurements and sections of all the  
 workings and cuttings in each of the said Collieries plotted  
 to a scale of three chains to an inch and fully dialled up And  
 will at all times when required so to do produce and shew  
 such Books of Account plans measurements and sections to the  
 Deputy Gaveller or to Her Majesty's Receiver for the time being  
 of the said Forest and permit or suffer them or either of them  
 to take any extracts the reform or copies thereof respectively  
 And will whenever required so to do give or render any  
 explanation that may be required in relation to the same  
 respectively Provided always And it is hereby expressly  
 declared and agreed by and between the said parties  
 hereto and these presents are upon this express condition that  
 nothing herein contained or heretofore done shall in any way  
 authorize the working of any portion of the Barrier or as aforesaid  
 directed to be left in the said Park End Colliery except the  
 portion hereby specifically authorized to be worked And that  
 no coal gotten from any other Colliery or Gate except the Park End  
 Colliery and the New Fancy Colliery shall at any time be  
 carried or conveyed into or through the said Park End Colliery  
 and that no coal except that gotten from the two before mentioned  
 Collieries or one of them shall be carried or conveyed through  
 the said New Fancy Colliery or any Pit or Pits or other workings  
 in or belonging to the said New Fancy Colliery without in  
 every case first obtaining the further license in writing of the  
 Gaveller for the time being of the said Forest in that behalf  
 And it is hereby expressly declared and agreed that  
 the several provisions conditions and clauses hereinbefore contained  
 and to be observed and performed by the persons or person  
 for the time being in possession or receipt of the proceeds of  
 the Park End Colliery shall be deemed to be conditions rules  
 and regulations of the said Park End Colliery that the several  
 provisions conditions and clauses hereinbefore contained and  
 to be observed and performed by the persons or person for the



time being in possession or receipt of the proceeds of the New Fancy Colliery shall be deemed to be conditions rules and regulations of the said New Fancy Colliery and further that the license or permission hereby granted may be revoked or put an end to by the Gavelled or Deputy Gavelled for the time being of the said District at any time 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 registered or last known Office or usual or last known places or place of abode or business or on either of the two before mentioned Gales or Collieries one month's previous notice in writing of his intention to determine the same And the said George Loutley 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 **Witness** whereof the said George Loutley has 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 (G) Loutley



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

J. R. Marshall

Coltonton Park

Northumberland

The Common Seal of the within named Park End and New Fancy Collieries Company Limited was affixed hereto by Order of the Board in the presence of

J. A. Deakin

Frank S. Hockaday

Frank S. Hockaday - Secretary

Directors of the Park End and New Fancy Collieries Company Limited

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

7<sup>th</sup> October 1885

*Handwritten note in red ink:*  
 New Fancy Colliery  
 Sep 21/85



Dated 28<sup>th</sup> August 1885 **This Indenture** made the twenty eighth day of August One thousand eight hundred and eighty five Between Thomas William Garrod of the City of Hereford Esquire Forest of Dean and Hundred of St. Briavels The Registered Owners of the Gale of Coal called the "Dark Hill Endeavour Colliery" 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 Endeavour Colliery Gale of Coal called the "Dark Hill Endeavour Colliery" described in the first Schedule to the Queen's Most Excellent Majesty's 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 Cullery as such Commissioner and Gaveller as aforesaid that in consideration of the forbearance until the thirtieth day of June One thousand eight hundred and eighty seven of the execution of the right of recentry or 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 seventy two pounds eleven shillings and eight pence 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

Release  
 of  
 Shortworkings



1. That the said right of reentry or 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 rents 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 thirtieth day of June One thousand eight hundred and eighty seven 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 so agreed to be postponed as hereinbefore mentioned shall not be exercised AND the said George Cullley 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 Instruments and the filing or making an entry of such deposit by the Keeper of the said Records and Instruments

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.

Thos. W. Garrold (S)	Harriet Elizabeth (S) Biggs
Wm. Hallard (S)	Geo. (S) Cullery
Thos. Smith (S) Biggs	

Signed sealed and delivered by the within named Thomas William Garrold in the presence of

Alfred Matthews  
Solicitor

Hereford

Signed sealed and delivered by the within named William Hallard



273.

in the presence of  
W. J. Hallard  
Solicitor

Hereford

Signed sealed and delivered by the within named Thomas  
Smith Biggs in the presence of

Alf<sup>d</sup>. N. Matthews  
Solicitor

Hereford

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

Alf<sup>d</sup>. N. Matthews  
Solicitor

Hereford

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

Alex<sup>r</sup>. 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,

A. G. Hewlett

Keeper of the Records

4<sup>th</sup> Sept<sup>r</sup> 1885

27



# This Indenture

Dated 29<sup>th</sup> Sept. 1885

made the twenty ninth day of September One thousand eight hundred and eighty five Between The Parkend and New Fancy Collieries Company (Limited) hereinafter called the said Company and Susan Broadley of the City of Bath Widow of the first part George Hulley Esquire a Commissioner of Her Majesty's Woods Forests and Land Revenues and Her Majesty's Gaveller of the Forest of Dean of the second part and The Queen's Most Excellent Majesty of the third part WHEREAS the said parties hereto

The Owners of the first part are the Registered Owners or Mortgagees of certain Gales or Collieries called The Independent Level Colliery, The Handfast and Royal Engine Colliery, and The Catch Lane Colliery respectively 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 Gales have desisted from working the two first mentioned Gales for a space exceeding five years at one time in violation of the 9<sup>th</sup> Rule specified in the Second Schedule of the said Award and have not bona fide commenced opening the last named Gale in violation of the 14<sup>th</sup> Rule specified in the said Second Schedule and of the Award of the Forest of Dean Mining Commissioners of One thousand eight hundred and seventy one dated the eleventh day of June

One thousand eight hundred and seventy two and the said Gales have respectively become liable to be forfeited to the Queen's Majesty AND WHEREAS it has been agreed between the parties hereto of the first part and the said George Hulley as such Commissioner and Gaveller as

Release of the right of reentry so accrued as aforesaid to Her Majesty such release and Surrender of the said Gales and such Covenant and Grant shall be executed by the said parties hereto of the first part as are hereinafter contained

AND WHEREAS the accumulated stostworkings which the Owners by virtue of Rule 14 in the Second Schedule annexed to the said Dean Forest Mining Commissioners Award of Coal Mines in One thousand eight hundred and forty one as explained by the said Award of the Forest of Dean Mining Commissioners of One thousand eight hundred and seventy one have the liberty of making up in any succeeding year or years so long as they continue in the occupation of the said Gales respectively paying the proper Rents and royalties to the Crown and duly observing the conditions under which they hold amounting as regards the Independent Level Colliery on the thirty first day of December One thousand eight hundred and eighty four to the sum of ninety six pounds as regards the Handfast



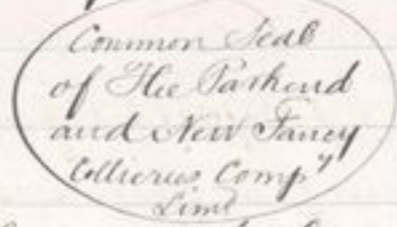
and Royal Engine Colliery on the same date to the sum of Eighty pounds and as regards the Catch Lane Colliery on the same date to the sum of Sixty four pounds. Now this Indenture witnesseth that the said parties hereto of the first part Do by these Presents for themselves their heirs successors and assigns 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 successors and assigns and all persons holding through or under them of making up the accumulated Shortworkings of the said Independent Level Colliery, the Standfast and Royal Engine Colliery and the said Catch Lane Colliery prior to the thirtieth day of December One thousand eight hundred and eighty four. Provided always And the said parties hereto of the first part do hereby for themselves and their heirs successors and assigns covenant and grant with and to The Queen's Most Excellent Majesty her heirs and successors in manner following that is to say:

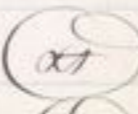
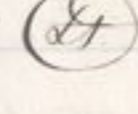
- 1 That the said rights of reentry so respectively accrued to Her Majesty her heirs and successors shall not be deemed to be waived by these Presents or by the receipt of rent or by the registration of any transfer of the said Gales or any of them before the Owners of the said Gales respectively shall as regards the said Independent Level Colliery and the Standfast and Royal Engine Colliery have resumed the working thereof respectively or as regards the Catch Lane Colliery have bonâ fide commenced the opening thereof.
- 2 That all powers of taking suing for or recovering and all obligations and covenants for payment of galeage rent dead or certain rent and royalty or tonnage duty shall be in force and shall apply with reference to the galeage rents dead or certain rents and 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 right or power of reentry or other right or power of Her Majesty her heirs and successors other than the particular rights of reentry agreed to be postponed as herein before mentioned.

And it is hereby declared that it is the intention of these presents that if the Owners of the said Independent Colliery and the Standfast and Royal Engine Colliery and of the Catch Lane Colliery respectively shall on the thirtieth day of June One thousand eight hundred and ninety have respectively continued in the occupation of the said



respective Gales paying the proper rents and royalties to the Crown without any deduction on account of the Shortworkings intended to be hereby released or any part thereof and duly observing the conditions under which they respectively hold and shall as regards the said Independent Level Colliery and the Skandfast Royal Engine Colliery have resumed the working thereof and as regards the said Catch Cap Colliery have bona fide commenced the opening thereof the particular rights of recentry or agreed to be postponed as heretofore mentioned shall respectively 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 Company have caused their Common Seal to be herewith affixed and the said Susan Broadley and George Culley have herewith set their hands and seals the day and year first above written



Susan  Broadley  
Geo:  Culley

The Common Seal of the within named Parkend and New Tincey Collieries Company Limited was affixed hereto by Order of the Board in the presence of  
 F. H. Oakin } Directors of the Parkend and New Tincey  
 Frank S. Hockaday } Collieries Company, Limited  
 Frank S. Hockaday - Secretary

Signed sealed and delivered by the within named Susan Broadley in the presence of  
 Henry Bysthway  
 Solicitor  
 Party proof

Signed sealed and delivered by the within named George Culley in the presence of  
 James Robinson  
 Coachman  
 Fowberry Tower - Belford  
 Northumberland

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.  
 9<sup>th</sup> October 1885  
 H. G. Hewlett  
 Keeper of the Records



Dated 12<sup>th</sup> October 1885 County of Hunts George Sully Esq<sup>r</sup> aforesaid of Her Majesty's Woods, &c. to Major Downman

**The Agreement** made the twelfth day of October 1885 Between The Queen's Most Excellent Majesty of the first part, the within named George Sully Esquire of the second part and the within named John Thomas Downman therein and hereinafter described as "the Tenant" of the third part. The said George Sully by virtue of the within mentioned powers vested in him agrees to let to the Tenant who agrees to take and rent as tenant to Her Majesty &c. that the exclusive right of sporting fowling and shooting upon and over all that enclosure or parcel of land belonging to Her Majesty containing ninety acres and two roods or thereabouts situate in the New Forest in the County of Hunts and known as Brick Kiln Enclosure which said land is delineated and colored green on the said plan in the margin of these presents Upon a yearly tenancy from the first day of September One thousand eight hundred and eighty five determinable nevertheless in the manner letting the right of provided by the within written Agreement as regards the term thereby Sporting over Bricks created at the clear yearly rent of Five pounds payable at the times Kiln Enclosure in and in manner within mentioned the first payment thereof to be made on the first day of March One thousand eight hundred and a yearly tenancy eighty six and the payment of the rent for the last half year to be from 1<sup>st</sup> Sept. 1885 made in advance on the first day of March next preceding the end of such tenancy and subject to similar covenants conditions and provisions as are contained and reserved by the within written Agreement or far in all respects as they may be applicable hereto And the said George Sully doth hereby direct that this deed shall be deemed to be fully and sufficiently inrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Inrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Inrolments In witness whereof the said parties hereto of the second and third parts have hereunto set their hands and seals the day and year first above written.

*(Indorsed on agree<sup>t</sup> dated 28<sup>th</sup> October 1884 - vide p: 157 ante) -*

Geo Sully (St)  
J T Downman (St)

Signed sealed and delivered by the above named George Sully in the presence of  
Joseph F. Smythe  
Gunmaker  
Darlington



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

Charles B Downman  
Beechen - Lyndhurst  
Gent;

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

By the 16<sup>th</sup> October 1885

of October  
Queen's  
George  
Thomas  
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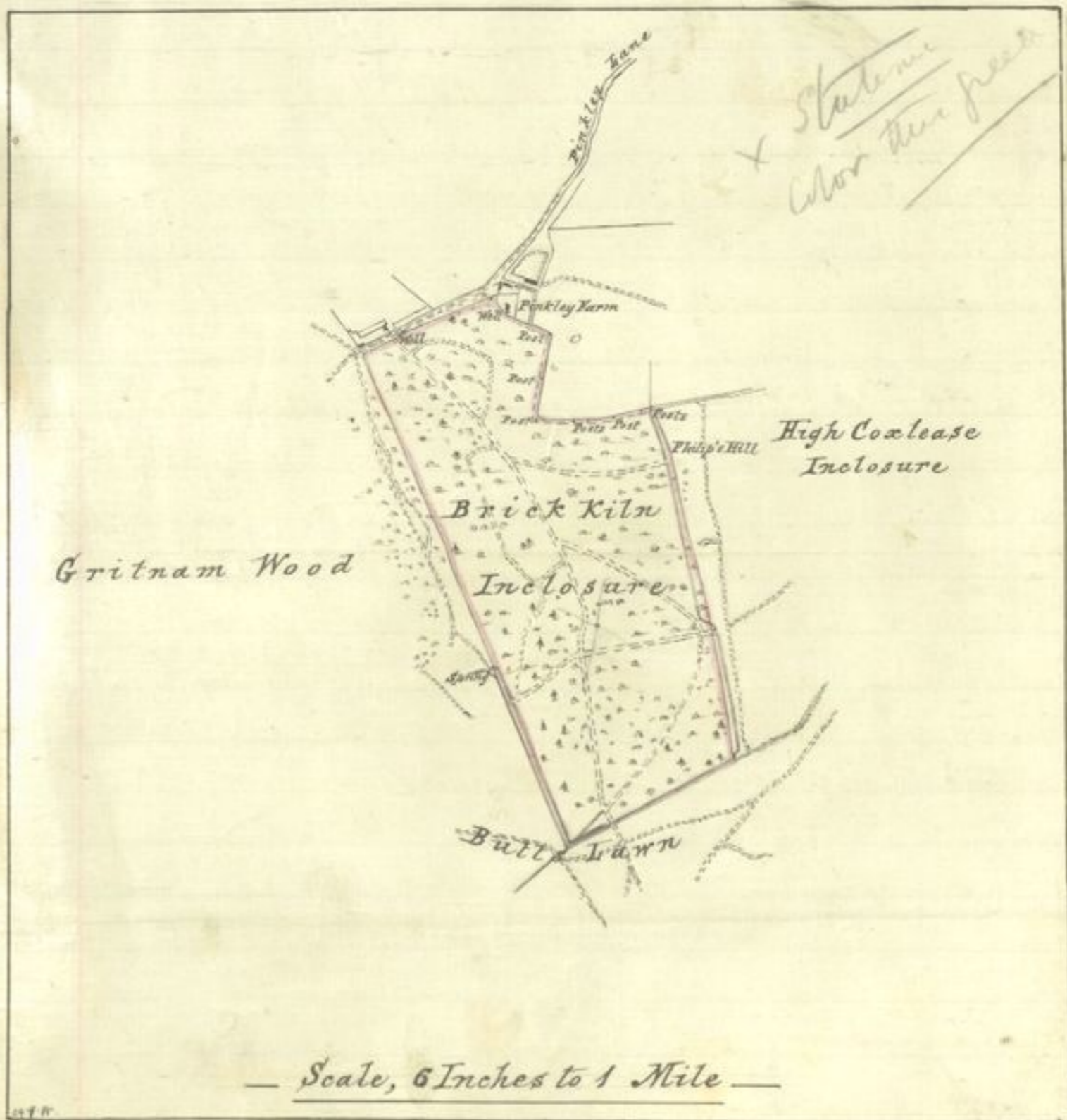


Signed sealed and delivered by the above named John Thomas  
 Downman in the presence of  
 Charles B Downman  
 Becheu - Lyndhurst  
 Gent;

I Certify that a duplicate of this Deed has been deposited in the  
 Office of Land Revenue Recgrds and Inrolments and an entry thereof made  
 or filed by me

H. G. Hewlett  
 Keeper of the Records

16<sup>th</sup> October 1885





Dated 13<sup>th</sup> of October 1886  
 This Indenture made the thirteenth day of October One thousand eight hundred and eighty five Between  
 The Queen's Most Excellent Majesty of the first part George  
 Co. of Gloucester Colley Esquire the Commissioner of Her Majesty's Woods, Forests  
 and Land Revenues in charge of the lands and premises hereinafter  
 George Colley Esq described acting under the powers of the Acts tenth George the  
 a Commissioner of fourth Chapter 50 and fourteenth and fifteenth Victoria Chapter 42  
 Her Majesty's Woods of the second part and The Severn and Wye and Severn &  
 Bridge Railway Company hereinafter called "the Company"  
 of the third part Whereas The Queen's Majesty is seized in  
 right of Her Crown of the freehold and inheritance in the lands  
 The Severn and Wye and hereditaments in the respective Townships of West Dean &  
 Wye and Severn and East Dean in the County of Gloucester shown upon the several  
 Bridge Railway plans attached hereto And whereas the Company have  
 Company laid down certain pipes or lines of pipes under the said lands  
 and hereditaments before referred to or under part thereof in the several  
 directions and situations indicated by a red line in the plans numbered  
 License to use 1 and 2 hereto for the conveyance of water from certain Ponds and  
 and maintain Watercourses to the Company's Works and have also used the several  
 Watercourses and watercourses shown on the said plans hereto for the purposes aforesaid  
 pipes and are furthermore desirous of laying down a line of pipes from  
 Boys Grave Well to Coleford Junction in the manner indicated by a  
 Rent £4 per annum red dotted line on the plan N<sup>o</sup> 3 attached hereto in lieu of and in  
 substitution for the existing line of watercourse shown on the said  
 plan by the blue dotted line for the conveyance of water as aforesaid  
 and also a line of pipes from Brookhall Ditches to a junction on the  
 last mentioned line of pipes between the points marked Y and Z  
 as also indicated by a red dotted line on the plan N<sup>o</sup> 3 and of  
 maintaining and using the watercourses and the pipes or lines of  
 pipes so laid down as aforesaid the said George Colley has at their  
 request agreed to grant such license for those purposes as are hereinafter  
 contained Now this Indenture witnesseth that in consideration  
 of the yearly rent hereinafter reserved and of the covenants and provisions  
 hereinafter contained He the said George Colley as such Commissioner as  
 aforesaid (Both on behalf of Her Majesty grant to the Company and  
 their successors Licence to lay down the pipe or lines of pipes from  
 Boys Grave Well to Coleford Junction and from Brookhall Ditches as  
 indicated by the red dotted lines on the plan N<sup>o</sup> 3 such Works to be  
 carried out under the direction and to the satisfaction of the Commissioner  
 of Woods or their Agent or Surveyor for the time being and also to



maintain and use for the purposes aforesaid but for no other purposes the  
several watercourses and pipes or lines of pipes so laid down by them as  
aforesaid in and under the before mentioned lands and premises belonging  
to Her Majesty in the position in which the same are now laid or about to be  
laid Together with power from time to time to enter upon the said lands  
and premises to repair the said Watercourses and to take up repair and  
relay the said pipes or lines of pipes as often as occasion may require  
Nevertheless making fair and reasonable compensation to Her Majesty her heirs  
successors and assigns for all loss injury or damage sustained by her or them  
by the exercise of any of the powers herein contained the amount of such  
compensation to be settled in case of difference by two Arbitrators or one  
Umpire to be appointed by the two Arbitrators before commencing the Arbitration  
one of such Arbitrators being appointed by the Company or their Successors &  
the other being appointed by the Queen's Majesty her heirs successors or assigns  
Paying for the rights and liberties hereby granted unto Her Majesty her  
heirs successors and assigns the clear yearly rent of Four pounds being  
one pound in respect of each of the four watercourses or lines of pipes used or  
laid down or to be used or laid down as aforesaid by equal half yearly payment  
on the fifth day of January and the fifth day of July in every year the  
first of such payments to be made on the fifth day of January one thousand  
eight hundred and eighty six And the Company do hereby for themselves and  
their successors covenant with the Queen's Majesty her heirs successors and  
assigns that they the Company and their successors will during the continuance  
of this License pay to the Queen's Majesty her heirs successors and assigns  
the said yearly rent of four pounds yearly reserved on the days and in manner  
hereinbefore appointed for the payment thereof without any deduction or  
abatement whatsoever And that the Company and their successors will  
immediately after any disturbance of the said Lands and hereditaments  
for repairing the said watercourses or repairing or relaying the said pipes  
or lines of pipes level and restore and make good the surface of the said  
lands and hereditaments to the satisfaction of the said George Gully or other  
the Commissioner or Commissioners of Woods for the time being in charge of the  
said lands and hereditaments And also will from time to time on demand  
pay to Her Majesty her heirs successors and assigns fair and reasonable  
compensation for all loss injury or damage sustained by her or them in  
consequence of the exercise of any of the powers herein contained the amount  
thereof being in case of difference settled in manner hereinbefore provided  
And the Company do hereby consent and agree that it shall be lawful  
for Her Majesty her heirs successors and assigns from time to time and at  
any time hereafter and without any further consent on the part of the



WLB 37 p 279

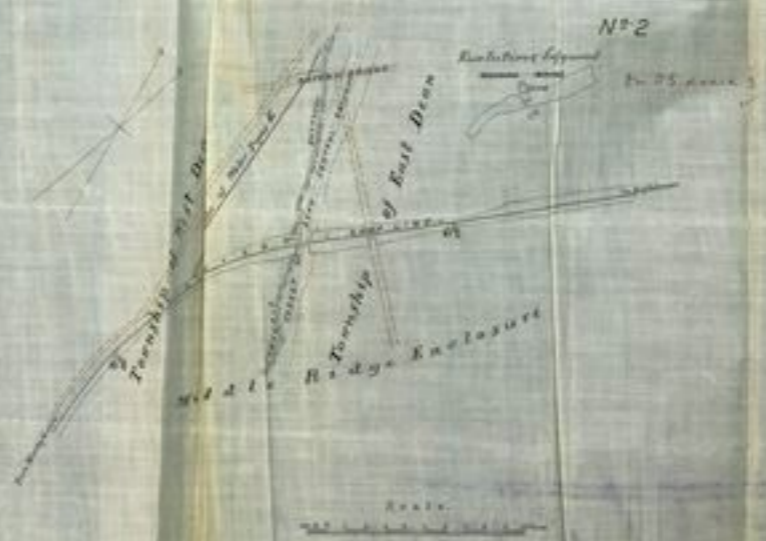
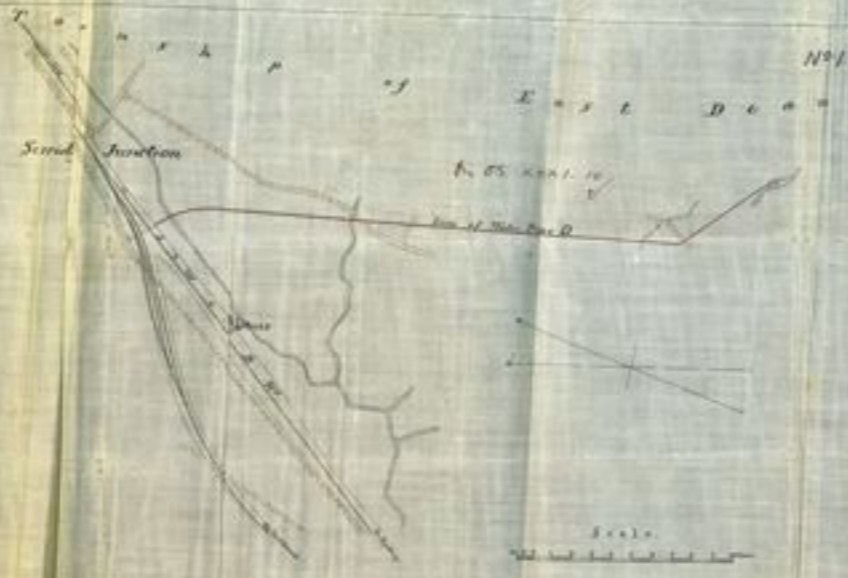
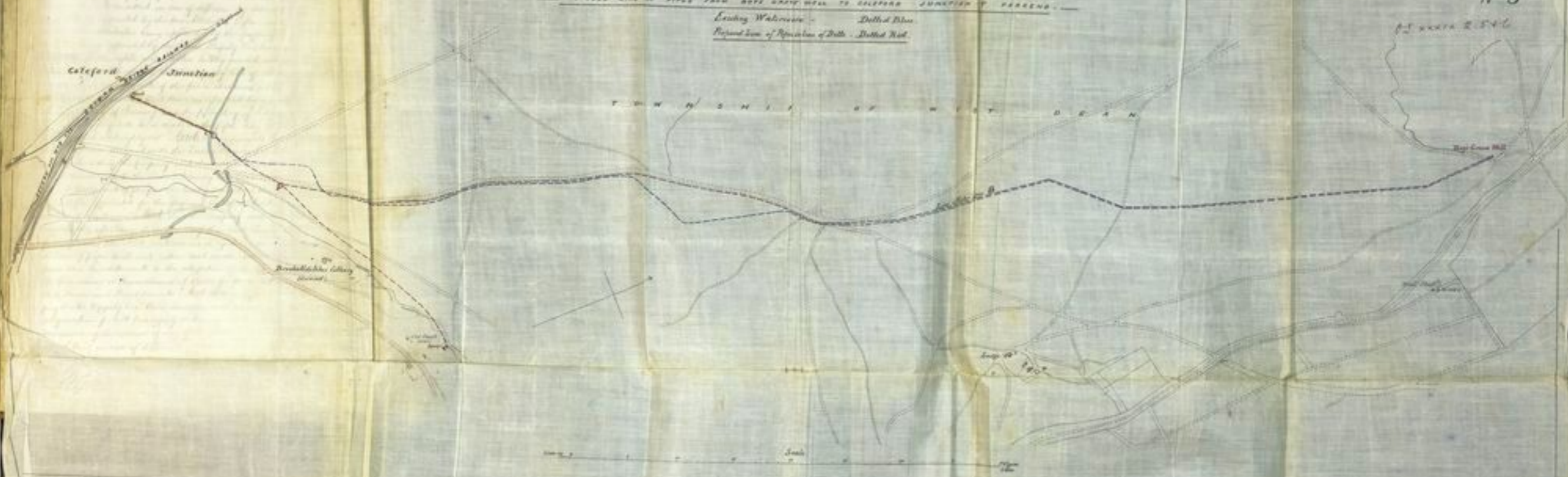
S. W. S. B. A.

PROPOSED LINE OF RAILS FROM BOY'S BRIDGE NEAR TO COLFORD JUNCTION TO PARKEND.

Leading Watercourse - Dotted Blue  
Proposed Line of Reproduction of Bells - Dotted Red

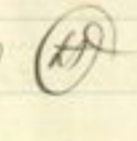
N<sup>o</sup> 3

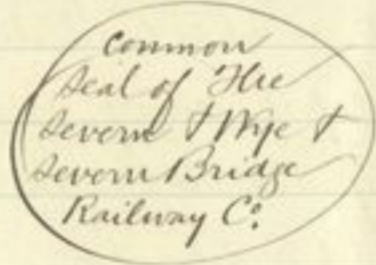
1/2 INCHES = 2.5 MILES





Company or their successors (but subject and without prejudice to any lease or leases of the said premises) to cultivate use and occupy the surface of the said lands and hereditaments in or under which the said pipes or lines of pipes have been laid or are about to be laid for such purposes and in all respects in such manner and to execute such works thereon or thereunder and to erect thereon such houses and other buildings as she or they shall think proper or expedient without being liable for any injury or damage that may happen to the said pipes or lines of pipes in so doing or to make any compensation to the Company or their successors. 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 George Fulley 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  Fulley



The Seal of the Severn and Wye and Severn Bridge Railway affixed 12<sup>th</sup> October 1885 in the presence of  
G. R. Richards - Secretary

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

J. Russell Sowray  
Office of Woods, P  
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

12<sup>th</sup> Oct. 1885

H. G. Hewlett  
Keeper of the Records