

Dated 25th
February 1886

Dean Forest

George Culley
Esq a Comr of
Her Majesty's
Woods &c

— to —
The Great
Western (Forest
of Dean) Collieries
Compl'd Limited

Lease of a
piece of waste land
on Speech House
Hill with license
to use other land
in the Forest to be

Terms granted
10 years from
5th April 1885

Rent £4
per annum

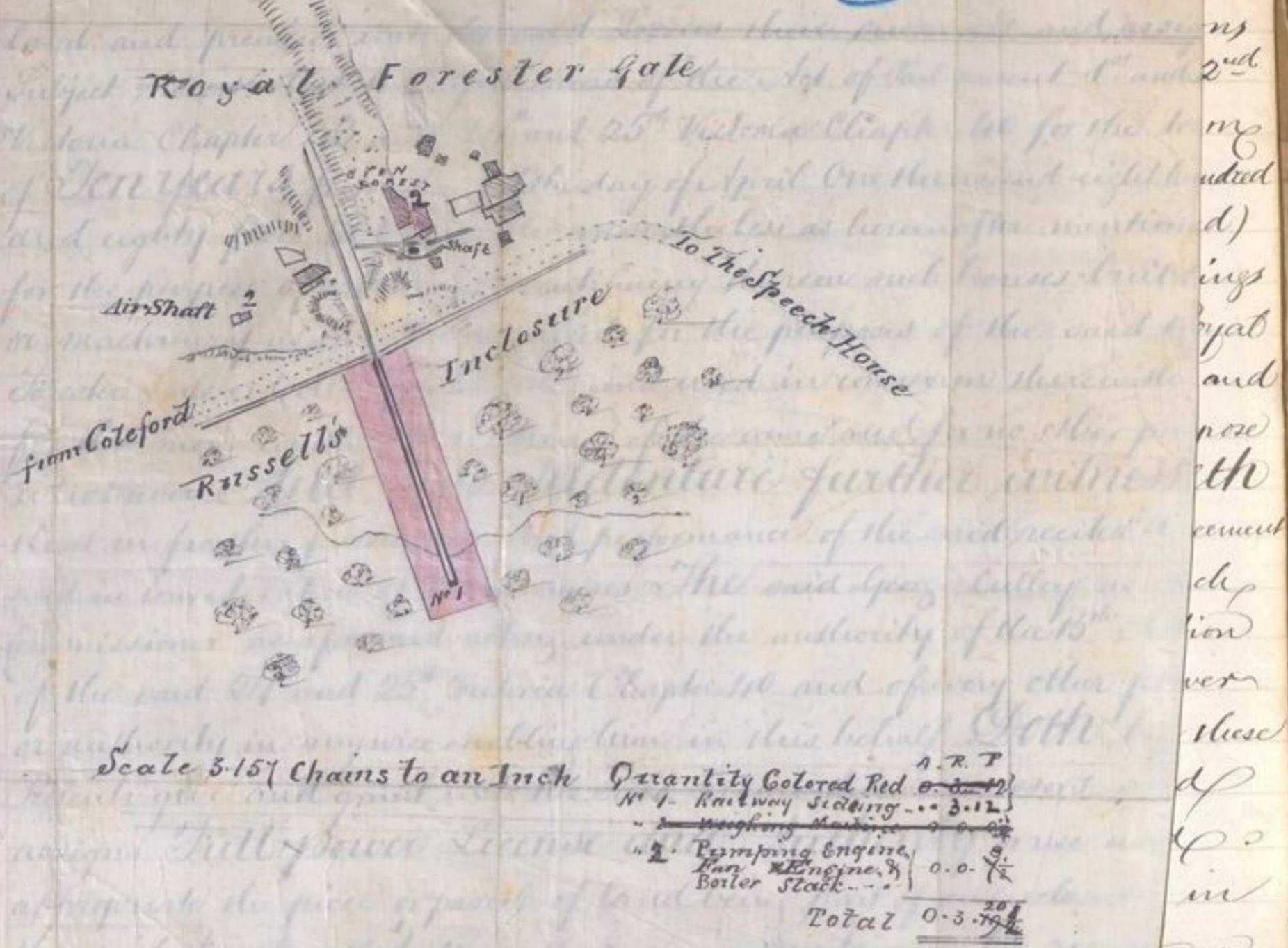
This Indenture

made the twenty fifth day
of February One thousand eight hundred and eighty six Between
The Queen's Most Excellent Majesty of the first part
George Culley Esquire the Commissioner of Her Majesty's
Woods, Forests and Land Revenues to whom the management and
direction of the Royal Forest of Dean with the duties and powers
appertaining thereto have been duly assigned under the Act
fourteenth and fifteenth Victoria Chapter 142 Section 5 of the
second part and The Great Western (Forest of Dean)
Collieries Company (Limited) hereinafter called the
Lessees of the third part Whereas the said Lessee are the
Registered Owners of a certain Gale or Colliery in the said Forest
called or known as The Royal Forester Colliery and
they lately applied to the said George Culley as such Commissioner
as aforesaid (in whom the powers given to the Commissioners for
the time being of Her Majesty's Woods, Forests Land Revenues Works
and Buildings by the Acts first and second Victoria Chapter 143
and twenty fourth and twenty fifth Victoria Chapter 140 are now
vested) to grant to them such Lease and license as are hereinafter
more particularly mentioned which the said George Culley as such
Commissioner as aforesaid hath agreed to grant for such respective
terms at such rent upon such conditions and subject to such covenants
for other purposes and restrictions as are hereinafter reserved and contained in NOW
this Indenture witnesseth that in consideration of the
said George Culley as such Commissioner as aforesaid
with The Royal by virtue of every power enabling him so to do DOTH by these
presently demise and lease unto the said Lessees their successors
and assigns ALL that piece or parcel of land situate lying
and being on the Speech House Hill in Speech House Walk in the
Forest of Dean and near to the Turnpike Road leading from Coleford to the Speech House containing by recent admeasurement
with the site of the buildings and machinery now standing or
being thereon eight and a half perches which said piece of land
is part of the unenclosed waste land of the said Forest and is
more particularly described on the plan drawn in the margin
hereof and thereon colored Red and numbered 2 except and
Reserving out of this demise all mines minerals stone and
substrata within or under the said land together with all
rights powers and authorities incident or belonging to the said
excepted premises To have and to hold the said piece of

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land and premises unto the said Lessee their successors and assigns
Subject nevertheless to the provisions of the Act of Parliament 1st and 2nd
Victoria Chapter 13 and 24th and 25th Victoria Chapter 40 for the term
of **Ten Years** from the fifth day of April One thousand eight hundred
and eighty five (determinable nevertheless as hereinafter mentioned)
for the purpose of erecting or continuing thereon such houses buildings
or machinery as may be required for the purposes of the said Royal
Forest Gale or Colliery to be held and used in connection therewith and
for the more convenient working of the same and for no other purpose
whatsoever **And this Indenture further witnesseth**
that in further pursuance and performance of the said recited Agreement
and in consideration of the premises The said George Culley as such
Commissioner as aforesaid acting under the authority of the 15th Section
of the said 24th and 25th Victoria Chapter 40 and of every other power
or authority in anywise enabling him in this behalf **Doth** by these
Powers give and grant unto the said Lessee their successors and
assigns **Full power License and Authority** to use and
appropriate the piece or parcel of land being part of an enclosure in
the said Forest called Russells Enclosure containing by recent
admeasurement three rods and twelve perches and colored pink
and numbered 1 on the said plan hereto for such easement or easements
or conveniences as may be required for the more convenient use working
and enjoyment or disposal of the produce of the said Gale or Colliery
as provided by the said 15th Section of the said 24th and 25th Victoria
Chapter 40 **To hold use exercise and enjoy** the said
power license and authority unto the said Lessee their successors and
assigns for the like term of Ten years from the said fifth day of
April One thousand eight hundred and eighty five (determinable
nevertheless as hereinafter mentioned) for the purposes aforesaid under
and subject to and in strict conformity with the provisions of the said
15th Section of the said last mentioned Act and for no other purpose
whatsoever **Yielding and Paying** for such Lease and license
as aforesaid yearly and every year during the said term unto the
Queen's Majesty heirs and successors the rent or sum of **Four**
pounds of lawful money of Great Britain to be paid half yearly
on the tenth day of October and the fifth day of April in every
year by equal payments without any deduction for land tax or
any other present or future taxes sever or other rates charges assessments
or impositions whatsoever the first of such payments to begin and be
made on the tenth day of October One thousand eight hundred and

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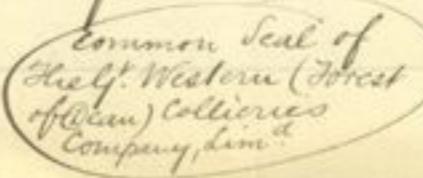
and numbered 1 on the said plan hereto for such easement or easements or conveniences as may be required for the more convenient use working and enjoyment or disposal of the produce of the said Gale or Folly as provided by the said 15th Section of the said 24th and 25th Victoria Chapter 10 To hold use exercise and enjoy the said power license and authority unto the said Lessee their successors and assigns for the like term of Ten years from the said fifth day of April One thousand eight hundred and eighty five (determinable nevertheless as hereinafter mentioned) for the purposes aforesaid under and subject to and in strict conformity with the provisions of the said 15th Section of the said last mentioned Act and for no other purpose whatsoever Yielding and Paying for such Lease and License as aforesaid yearly and every year during the said term unto the Queen's Majesty her heirs and successors the rent or sum of Four pounds of lawful money of Great Britain to be paid half yearly on the tenth day of October and the fifth day of April in every year by equal payments without any deduction for land tax or any other present or future rates sever or other rates charges assessments or impositions whatsoever the first of such payments to begin and be made on the tenth day of October One thousand eight hundred and

eighty five And the said Lessees do hereby for themselves
their successors and assigns covenant with Her Queen's
Majesty her heirs and successors that they the said Lessees their
successors or assigns will during the continuall of the said
respective terms of ten years and ten years pay unto the
Queen's Majesty her heirs and successors the said yearly rent of
Four pounds on the days hereinbefore appointed for payment thereof
without any deduction or abatement whatsoever And also
will pay the Land tax and all other taxes severall and other rates
charges assessments and impositions whatsoever which now are
or at any time during the said respective terms may be taxed
assessed or imposed upon the said premises or any part thereof
And also that they the said Lessees their successors or assigns
will forthwith well and sufficiently enclose and fence in the
said lands hereby denised or granted to the satisfaction of the
said George Culley or other the Commissioner or other Officer or
Officers for the time being exercising the powers now exercised
by the said George Culley and will during the continuall of
the said respective terms at their own costs keep the same so
well and sufficiently enclosed and fenced in as aforesaid And
shall and will at all times during the continuall of the said
respective terms maintain and keep the said premises in good
and proper repair order and condition and with all necessary
and requisite draines waters watercourses and amendments whatsoever
and will make good all damage or injury which at any time
or times during the continuall of the said terms may happen
or be occasioned to the lands her property or possessions of Her
Majesty or of any adjoining Owner or Owners by reason of the
use or occupation of the said lands and premises for the purposes
aforesaid And that it shall be lawful for the said George
Culley or other the Commissioner or other Officer or Officers aforesaid
or the Deputy Surveyor or Deputy Gaveller for the time being of
the said Forest with or by their Workmen Servants or Agents from
time to time and at all times during the continuall of the
respective terms for which this Lease and License are hereby
respectively granted to enter into and upon the said premises
for the purpose of viewing and examining the state and
condition thereof And the said Lessees do hereby for
themselves their successors and assigns further covenant with
the Queen's Majesty her heirs and successors that they the said

Lessees their successors or assigns or any other person or persons will
 not at any time during the continuance of the said respective terms
 without the consent in writing of the said George Culley as such
 Commissioner as aforesaid or other the Commissioners or other Officer
 or Officers aforesaid for that purpose first had and obtained erect
 build or set up or permit or suffer to be erected built or set up upon the
 said pieces or parcels of land hereby demised or granted or intended
 to be or any part of the same any house building or machinery
 whatsoever other than and except such as may be required for the
 purposes of the said Gale or Colliery nor use or occupy or permit or suffer
 the said land hereby intended to be demised or the said land over
 which the said License hereby intended to be granted extends or any
 part thereof to be used or occupied otherwise than for the purposes of
 and in connexion with the said Gale or Colliery and for the more
 convenient working of the same and in strict conformity with (so far
 as the same may be applicable thereto) the rules orders and regulations
 of the Dean Forest Mining Commissioners made for the working of
 Gales Pits Levels and Works of Coal and Coal Mines in the said Forest
 of Dean and Hundred of Saint Briavels and will not commit or suffer
 to be committed any waste spoil damage or injury to the said
 lands and premises or any part thereof or to the enclosures lands trees
 property or possessions of Her Majesty or of any adjoining Owner or
 Owners nor do or suffer to be done any act or thing whatsoever which
 may be or become a nuisance annoyance or disturbance to the Queen's
 Majesty her heirs or successors or to the Owners or Occupiers of any
 contiguous premises And also that they the said Lessees their successors
 or assigns will at the end or other sooner determination of the said respective
 terms peaceably and quietly leave surrender and yield up unto the Queen's
 Majesty her heirs and successors or to the said George Culley as such
 Commissioner as aforesaid or other the Commissioners or other Officer or
 Officers aforesaid on behalf of Her Majesty or to whom he or they shall
 direct or appoint to receive the same the said lands and premises in
 good and proper repair order and condition And also will at their own
 costs within three calendar months from the respective dates thereof cause
 all Assignments which may at anytime hereafter be made of these
 presents or of the premises hereby granted and all probates of Wills and
 Letters of Administration affecting the premises to be within one calendar
 month from the date thereof enrolled in the Office of Land Revenue
 Records and Involments and Minutes or Occupies thereof respectively to
 be entered in the Office of the said Commissioners of Her Majesty's

Woods, Forests and Land Revenues Provided always And
 these Presents are granted upon this express condition that the
 said respective terms of Ten years and Ten years shall absolutely
 cease and determine when the said Royal Forester Gale or
 Colliery shall be relinquished or given up or cease to be worked
 pursuant to the rules orders and regulations of the Dean Forest
 Mining Commissioners made for working Gales Pitt Levels and
 Works of Coal or Coal Mines within the said Forest and Hundred
 or the Grant of the said Gale or Work shall be otherwise determined
Provided lastly And these Presents are upon this express
 condition that if the said rent of Four pounds yearly reserved
 or any part of the same shall be unpaid for Thirty days next
 after either of the days of payment on which the same ought to
 be paid or if the said Lessees their Successors and assigns do not
 in all things observe perform and keep all and singular the
 covenants provisoies conditions and restrictions herein contained
 and on their parts to be performed and kept according to the
 true intent and meaning of these presents then and from
 thenceforth and in any of such cases the respective terms and the
 Lease and license hereby respectively granted shall cease and
 determine and it shall be lawful for Her Majesty her heirs and
 successors or the said George Culley as such Commissioner as
 aforesaid or other the Commissioner or other Officer or Officers aforesaid on behalf of Her Majesty her heirs and successors into and
 upon the said premises or any part of the same in the name of
 the whole to reenter and the same thenceforth to have again
 retain repossess and enjoy as in her or their former Estate and
 the said Lessees their successors and assigns and all other
 occupiers thereof thenceout and from thence to expel put out or
 remove this present Indenture or anything herein contained to the
 contrary thereof notwithstanding 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 party to these presents of the second part hath hereunto set
 his hand and seal and the said Company has hereunto affixed
 its common seal the day and year first above written.

Geo (St.) Culley



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

George Bennett
Office of Woods, B^C
2 Mitchell Place

The common Seal of the Great Western (Forest of Dean) Collieries
Company, Limited, was hereunto affixed in the presence of

Joseph J. Merton

Chairman
Great Western (Forest of Dean) Colliery Coy L^{td}
Chair. Secy Director of do

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

H.G. Hewlett
Keeper of the Records

27th February 1886.

(x)

Dean ForestDated 22nd March 1886

I Robert Phillips Surveyor for the time being
of Bridges and other public works appointed by the
Justices for the County of Gloucester Do hereby Certify
Certificate of that, in pursuance of an Agreement made the twenty
County Surveyor second day of November One thousand eight hundred and
and a half Speech eight forty four between George Colley Esquire, the Commissioner
House Road to of Her Majesty's Woods Forests and Land Revenues, to whom
Turnpike Road the management and direction of the Forest of Dean has been
near Newtoney assigned of the one part and the Guardians of the Poor of
Colliery.

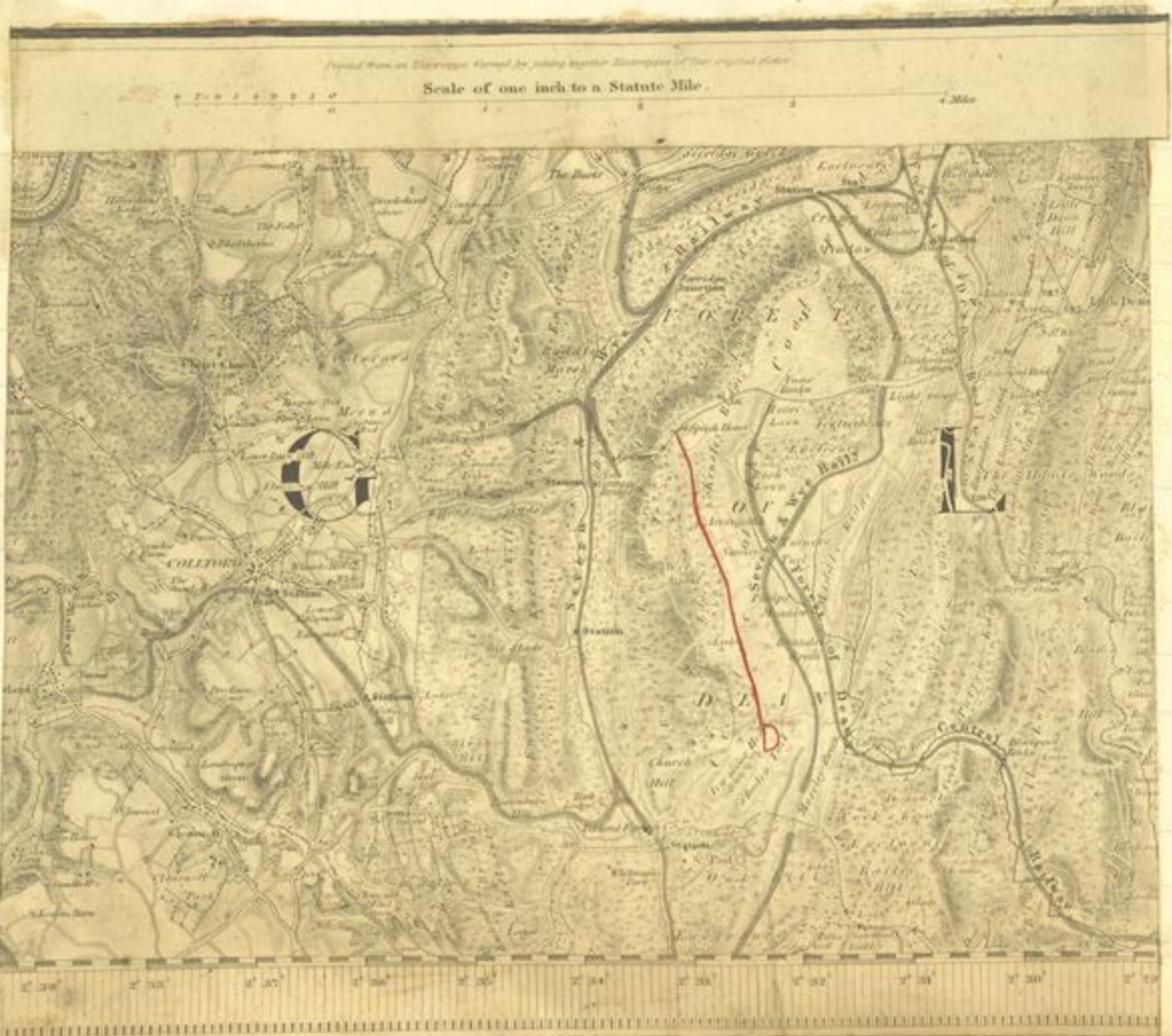
application of the said George Colley, I have inspected the
road or portion of road situate within the Township —
of West Dean hereinafter mentioned, namely, The road from
Speech House to the Turnpike Road at the point marked
D on the plan herewith annexed below the Fancy Pit and
shown by red colour thereon, and that the said road has
been repaired in accordance with the before mentioned
Agreement, and to my satisfaction.

Dated this 22nd day of March 1886

(sig)

Robert Phillips
County Surveyor

(Charged for
March 22nd/86)



Dated 22nd

March 1886

Dean Forest

George Culley

Esquire as

commissioner

of Her Majesty's

Woods, &c

— to —

W^r George

Smith

Lease

two small

pieces of waste

land at or near

to Parkend or

York Walk in

for such term and under and subject to such rent

covenants, conditions & restrictions

as are herein after reserved and contained

Now this Indenture

the Forest of

witnesseth that in consideration of the premises The said

Dean, and

George Culley as such Commissioner as aforesaid by virtue of every

License to

power enabling him so to do (DOTH) by these Presents demise and

lay down pipes lease unto the said George Smith his executors administrators and

to be held in assigns All those two small pieces or parcels of land part of

connection with the unenclosed waste land of Her Majesty's Forest of Dean in the

Quarry N^o 127 County of Gloucester situate lying and being at Knockley Tump near

in the said to Parkend Turnpike Gate in Parkend or York Walk in the said Forest

Forest — containing by recent admeasurement twenty one and three quarter perches

and three and one quarter perches respectively which said pieces of

commencing

29th Sept^r 1884

Term granted

Years 21

Expires 29th Sept^r 1905

Rent £1 per

Annury

W^r's Indenture

made the twenty second day of March One thousand eight hundred and eighty six Between

The Queen's Most Excellent Majesty of the first part George Culley Esquire the Commissioner of Her Majesty's Woods Forests

and Land Revenues to whom the management and direction of the Royal Forest of Dean with the duties and powers appertaining

thereto have been duly assigned under the Act 14th and 15th Victoria Chapter 42 Section 5 of the second part and George Smith of

Bream near Lydney in the said County of Gloucester Quarry Owner of the third part Whereas the said George Smith is the registered Owner of (among other Stone Quarries in the Forest of Dean)

a certain Stone Quarry situate at Knockley Tump in the said Forest Known as or distinguished by the N^o 127 in the Award of the

Dean Forest Mining Commissioners relating to Quarries dated the twenty fourth day of July One thousand eight hundred and forty one and as such registered Owner lately applied to the said George

Culley as such Commissioner as aforesaid to grant him such Lease of

land with such License as is hereinafter mentioned for the more

convenient use working enjoyment and disposal of the produce of

land at or near his said Quarries which application the said George Culley hath

agreed to grant for such term and under and subject to such rent

as are herein after reserved and contained Now this Indenture

the Forest of witnesseth that in consideration of the premises The said

Dean, and George Culley as such Commissioner as aforesaid by virtue of every

License to power enabling him so to do (DOTH) by these Presents demise and

lay down pipes lease unto the said George Smith his executors administrators and

to be held in assigns All those two small pieces or parcels of land part of

connection with the unenclosed waste land of Her Majesty's Forest of Dean in the

Quarry N^o 127 County of Gloucester situate lying and being at Knockley Tump near

in the said to Parkend Turnpike Gate in Parkend or York Walk in the said Forest

Forest — containing by recent admeasurement twenty one and three quarter perches

and three and one quarter perches respectively which said pieces of

commencing

margin hereof and thereon coloured red and numbered 1 and 2

except and reserving out of this demise all mines minerals stone and

substrata within or under the said land together with all rights

powers and authorities incident or belonging to the said excepted

premises Together with full power license and authority to the

said George Smith his executors administrators and assigns to lay

down pipes from the point A to the point B shown on the aforesaid

plan for the purpose of conveying water from the brook at point A to his Quarry ground at point B for the supply of water to his engine or engines erected or to be erected on part of the said Land colored Red as aforesaid for the better working of his said quarry N^o. 12^y and other the quarries of him the said George Smith situate at Knockley Lump aforesaid and numbered respectively 116, 121, 1162, 1176 and 502 To have and to hold the said pieces of Land license and premises hereby granted unto the said George Smith his executors, administrators and assigns subject nevertheless to the provisions of the Act of Parliament 1st and 2^d Victoria Chapter 43 for the term of Twenty one years from the twenty ninth day of September One thousand eight hundred and eighty four (determinable nevertheless as hereinafter mentioned) for the more convenient working of the said Quarry N^o. 12^y and other the Quarries aforesaid of him the said George Smith and for the sale of the produce thereof with full power license and authority to erect on the said Lands or some part or parts thereof a Steam Engine and a Stone Sawing or cutting Machine to be held and used in connection with the said Quarry N^o. 12^y as aforesaid and for the more convenient working of the same and such other Quarries as aforesaid and for no other purpose whatsoever R^{es}fielding and paying therefor yearly and every year during the said term unto the Queen's Majesty her heirs and successors the rent or sum of One pound of lawful money of Great Britain to be paid on the twenty ninth day of September in every year without any deduction for Land tax or for any other present or future taxes sever or other rates charges assessments or impositions whatsoever the first of such payments to begin and be made on the twenty ninth day of September One thousand eight hundred and eighty five And the said George Smith doth hereby for himself his heirs executors administrators and assigns covenant with the Queen's Majesty her heirs and successors that he the said George Smith his executors administrators or assigns will during the continuation of this demise pay unto the Queen's Majesty her heirs and successors the said yearly rent of One pound on the day hereinbefore appointed for payment thereof without any deduction or abatement whatsoever And also will pay the Land tax and all other taxes sever

and other rates charges assessments and impositions whatsoever which now are or at any time during the said term may be taxed apesed or imposed upon the said denised premises or any part thereof. **And also** that he the said George Smith his executors administrators or assigns will forthwith well and sufficiently enclose and fence in the said land hereby denised to the satisfaction of the said George Culley or other the Commissioner or other Officer or Officers for the time being exercising the powers now exercised by the said George Culley and will during the continuance of this demise at their own costs keep the same so well and sufficiently enclosed and fenced in as aforesaid. And shall and will at all times maintain and keep the said denised premises in good and proper repair order and condition and with all necessary and requisite drains sewers watercourses and amendments whatsoever and will make good all damage or injury which at any time or times during the continuance of this demise may happen or be occasioned to the lands trees property or possessions of Her Majesty or of any adjoining Owner or Owners by reason of the use or occupation of the said denised premises for the purposes aforesaid. And that it shall be lawful for the said George Culley or other the Commissioner or other Officer or Officers aforesaid or the Deputy Surveyor or Deputy Gaoler for the time being of the said Forest with or by their Workmen Servants or Agents from time to time and at all times during the continuance of this demise to enter into and upon the said denised premises for the purpose of viewing and examining the state and condition thereof. **And** the said George Smith both hereby for himself his heirs executors administrators and assigns further covenant with the Queen's Majesty her heirs and successors that he the said George Smith his executors administrators or assigns or any other person or persons will not at any time during the continuance of this demise without the consent in writing of the said George Culley as such Commissioner as aforesaid or other the Commissioner or other Officer or Officers aforesaid for that purpose first had and obtained erect build or set up or permit or suffer to be erected built or set up upon the said piece or parcel of land hereby denised or any part of the same any house building or machinery whatsoever other than and except such as are hereinbefore mentioned nor use or occupy or permit or suffer the said denised premises or any part thereof to be used or occupied otherwise than for the purposes of and in connection with the said Quarries and for

and other rates charges assessments and impositions whatsoever
which now are or at any time during the said term may be laid
assessed or imposed upon the said demised premises or any part
thereof. And also that he the said George Smith his executors
administrators or assigns will forthwith well and sufficiently
enclose and fence in the said land hereby demised to the satisfaction

of the said George Colley or either the Commissioner or other Officer
or Officers for the time being exercising the powers now exercised
by the said George Colley and will during the continuance of his

o.s. XXXIX. 9
at their own costs keep the same so well and sufficiently
repaired and fenced in as aforesaid. And shall and will at all
times maintain and keep the said demised premises in good and
perpetual repair. To Parkend.
To Parkend Gate
(I.P.)
watercourses and drainments whatsoever
and will cause good all damage or injury which at any time or
times during the continuance of this demise may happen or be
caused by the lands being property or possessions of Her Majesty or
of any Queen or Owners by reason of the use or occupation
of the said premises for the purposes aforesaid. And that
it shall be lawful for the said George Allen or other the Commissioner
or Officers aforesaid or the Deputy Surveyor or Deputy
Surveyor or by their
agents or Agents from time to time
during the continuance of this demise to enter into
the said premises for the purpose of viewing
the state and condition thereof. And the said
George Smith or
Orchard Colored Rec't N^o 1 - - - 0. 0 21 $\frac{3}{4}$
Orchard Colored Rec't N^o 2 - - - 0. 0 3 $\frac{1}{4}$
further agreement will be made
Total 0.. 0 .25

assign or any other person or persons will not at any time during
the continuance of this demise without the consent in writing of
the said George Fulley as such Commissioner as aforesaid or other
the Commissioner or other Officer or Officers aforesaid for that purpose
first had and obtained erect build or set up or permit or suffer to
be erected built or set up upon the said piece or parcel of land
hereby demised or any part of the same any house building or
machinery whatsoever other than and except such as are hereinbefore
mentioned nor use or occupy or permit or suffer the said demised
premises or any part thereof to be used or occupied otherwise than for
the purposes of and in connection with the said Quarries and for

the more convenient working of the same and in strict conformity with (so far as the same may be applicable thereto) the rules orders and regulations of the Dean Forest Mining Commissioners made for the working of Stone Quarries in the said Forest of Dean and will not commit or suffer to be committed any waste spoil damage or injury to the said denised premises or any part thereof or to the enclosures lands trees property or possessions of Her Majesty or of any adjoining Owner or Owners nor do or suffer to be done any act or thing whatever which may be or become a nuisance annoyance or disturbance to the Queen's Majesty her heirs or successors or to the Owners or occupiers of any contiguous premises. And also that lie the said George Smith his executors administrators or assigns will at the end or other sooner determination of the said term peaceably and quietly leave surrender and yield up unto the Queen's Majesty her heirs and successors or to the said George Culley as such Commissioner as aforesaid or other the Commissioner or other Officer or Officers aforesaid on behalf of Her Majesty or to whom lie or they shall direct or appoint to receive the same the said denised premises in good and proper repair order and condition. And also will at his and their own costs within three calendar months from the respective dates thereof cause all Assignments which may at any time hereafter be made of these presents or of the premises hereby denised and all Probates of Wills and Letters of Administration affecting the premises to be within six calendar months from the date whereof enrolled in the Office of Land Revenue Records and Involments and Minutes or Deeds thereof respectively to be entered in the Office of the said Commissioners of Her Majesty's Woods Forests and Land Revenues Provided always and these presents are granted upon this express condition* that if the said rent of One pound yearly granted shall absolutely cease and determine when the said Quarry is^{1st Dec} as aforesaid shall be relinquished or given up a cease to be worked pursuant to the rules orders and regulations made for and singular the covenants provisions conditions and restrictions working Quarries within the said Forest Rented lastly and these presents are upon this express condition

*that the said term hereby granted shall absolutely cease and determine when the said Quarry is^{1st Dec} as aforesaid shall be relinquished or given up a cease to be worked pursuant to the rules orders and regulations made for and singular the covenants provisions conditions and restrictions working Quarries within the said Forest Rented lastly and these presents are upon this express condition that if the said rent of One pound yearly reserved or any part of the same shall be unpaid for thirty days next after either of the days of payment on which the same ought to be paid or if the said George Smith his executors administrators and assigns do not in all things observe perform and keep all herein contained and on his and their parts to be performed and kept according to the true intent and meaning of these presents then and from thenceforth and in any of such cases it shall be lawful for Her Majesty her heirs and successors or the

said George Culley as such Commissioner as of fore said or other the
 Commissioner or other Officer or Officers aforesaid on behalf of Her
 Majesty her heirs and successors into and upon the said demised
 premises or any part of the same in the name of the whole to recover
 and the same thenceforth to have again retain re-posseſſ and enjoy
 as in her or their former Estate and the said George Smith his executors
 administrators and assigns and all other Occupiers thereof thenceout
 and from thence to expel put out or remove the present Inhabitant or
 anything herein contained to the contrary thereof notwithstanding
 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 second and third parts have hereunto
 set their hands and seals the day and year first above written.

Geo C. Culley George T. Smith

Signed sealed and delivered by the within named George
 Culley in the presence of *I. Russell Lowry*

Office of Wood, &
 Mitcham Place

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

Marmaduke Laver
Wittemead Park

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.

23rd March 1886

H.G. Hewlett
Keeper of the Records

347

New Forest 293
Lyndhurst Burial
Board

Permission to
make road.

Burial Board

Permission to
make road to
Cemetery

8th March 1886

Gentlemen,

Mr. Lascelles, the Deputy Surveyor of the New Forest has informed me that you desire to have permission to make and maintain a road to the Lyndhurst Cemetery as shown upon the enclosed tracing by a green line.

I have to inform you that I am willing to give you permission to make and maintain a road of the width of 9 feet as shown by green color on the enclosed plan - subject to your paying an acknowledgment of 5/- to the Crown on the 1st March in every year so long as this license or permission continues.

This license or permission will be during the pleasure of the Crown only and if you desire to avail yourselves of it you will be good enough to write a letter to me accepting this offer

The Lyndhurst

Burial Board

Lyndhurst - Hants

Office of Woods, &c., P.W.

8th March 1886

I am, Gentlemen

Your obedt Servt

Geo: Culley

New Forest

Lyndhurst Burial
Board

Permission to
make road.

G. S. Coxwell

Clerk to Burial Board

That this Board

accept with thanks

offer of license to

make & maintain

road (293)

5th April 1886

Lyndhurst Burial Board

Lyndhurst - 5th April 1886

Sir,

In reply to yours of the 8th ultimo I am directed by my Board to say that they accept with thanks the offer of a license to make and maintain the road referred to in your letter.

I am Sir,

Your obedt Servt

George S. Coxwell

Clerk

George Culley Esq
Office of Woods

New Forest

Lyndhurst Burial

Board

Permission to

make road.

Burial Board

293

Jde 7th 1886

Office of Woods, &c., S.W.

8th March 1886

Gentlemen,

W. Lascelles, the Deputy Surveyor of the New

Forest has informed me that you desire to have permission

to make and maintain a road from Lyndhurst

to the Lyndhurst Cemetery

along the inland bank by a green line.

New Forest

I have to inform you that I am willing to give you

the permission to make and maintain a road of this width

of 9 feet as shown by green color on the enclosed plan.

I have also judged to your proposal an acknowledgement of £5 to the

Lyndhurst Burial Board every year so long as this license is given you.

I am very anxious to give you this permission and if you will be so kind as to sign and affix your name to the enclosed acknowledgment of £5 to the Lyndhurst Burial Board.

I am, Gentlemen, Your obedt Servt

Geo. Cowell

Lyndhurst 5th April 1886

I am very anxious to give you this permission and if you will be so kind as to sign and affix your name to the enclosed acknowledgment of £5 to the Lyndhurst Burial Board.

I am, Gentlemen, Your obedt Servt

Geo. Cowell

Lyndhurst 5th April 1886

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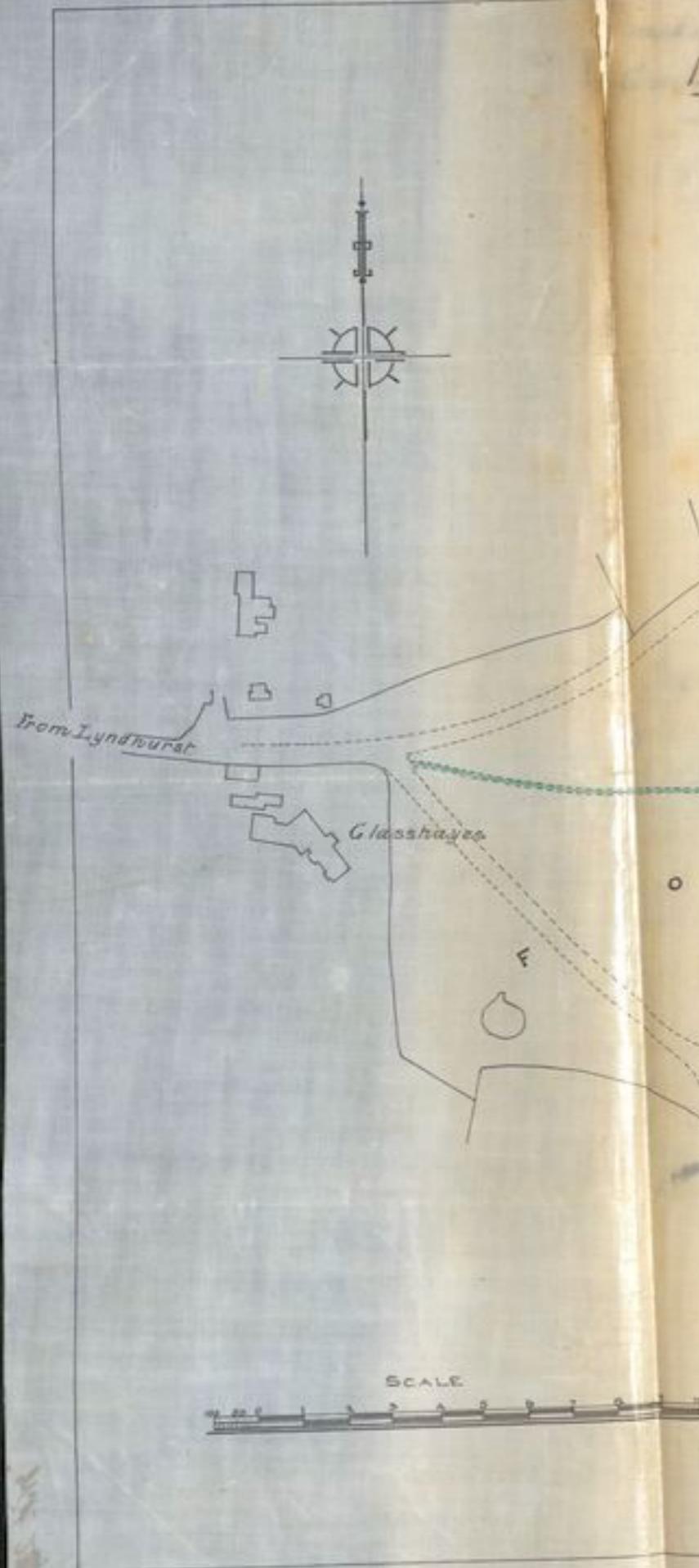
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Geo. Cowell

Lyndhurst 5th April 1886



4^o, P.W.
March 1886

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Dated 10th This Indenture made the tenth day of April
April 1886 One thousand eight hundred and eighty six Between George

Culley Esquire, the Commissioner of Her Majesty's Woods Forests and
Dean Forest Land Revenues in charge of the Forest of Dean in the County of Gloucester,
Bilson Colliery and also the Gaveller of the said Forest of the first part and The
— and — Lydney and Crump Meadow Collieries Company,

Churchway Limited, a company registered under the Companies Acts 1862 and 1867
Colliery and hereinafter called the Company of the second part Whereas the
Company are the registered Owners of the Gales or Collieries in the said
George Culley Forest called or known as the Bilson Colliery and the Churchway Colliery
Esquire, the which Gales or Collieries in the Churchway Hig Delf Seam of Coal
Commissioner in adjin each other but by the Award of Coal Mines dated the eighth day
charge, and of March One thousand eight hundred and forty one and made by the
Gaveller of the Dean Forest Mining Commissioners a barrier of Coal of the width of
Forest of Dean twenty yards is directed to be left in such seam of Coal in the Bilson
Colliery against the land boundary of that Gale which land boundary is

— to — in part the deep boundary of the said Churchway Colliery and of the Victoria
Lydney and Regulator Collieries which last mentioned Colliery has lately been
Humpmaded forfeited and is at present ungaled And whereas the said Bilson
Collieries Comp^r Colliery is in the Rocky vein bounded in the land in part by the said
Regulator Colliery and by the said Award of Coal Mines a barrier of

Coal of the width of twenty yards is directed to be left in such vein in
Licensee the Bilson Colliery against the land boundary of that Gale And

whereas the Company have applied to the said George Culley as such
Barriers in the Commissioner and Gaveller as aforesaid for permission to work the coal
Churchway Hig which may be found in the portions hereinafter described of the said
Delf and Rocky Barriers of Coal so directed to be left in the said Bilson Colliery and
seams in the for permission to carry and convey to land through any pit or pits
Bilson Gale, belonging to the Bilson Colliery Coal gotten from the Churchway Hig
and to work the Delf Seam in the Churchway Colliery which permission the said George
Churchway Hig Culley has agreed to grant subject to the covenants conditions and
Delf seam of the stipulations hereinafter contained And whereas a Notice has

Churchway being published for three consecutive weeks in the Dean Forest Guardian
through the the Dean Forest Mercury and Gloucester Journal Newspapers circulating
Bilson Colliery in the said Forest of Dean of the intention to license the removal of

the portions of the said Barriers which are the subject of this License
in pursuance of the Act of the 24th and 25th Victoria C 10 and no
person has claimed to be affected thereby Now this Indenture
witnesseth that the said George Culley as such Commissioner and
Gaveller as aforesaid in exercise of the powers or authorities for this

purpose given to or vested in him by the said Act of the
 21st and 25th Victoria Chapter 110 and of all other powers in
 anywise enabling him in his behalf DOTH by these presents
 give and grant to the Company their successors and assigns
 his license and authority (determinable nevertheless as hereinafter
 provided) First - to remove work and dispose of the Coal which
 may be found in so much and such parts of the said barrier
 of coal in the Churchway High Delf Seam of coal directed to be
 left against the land boundary of the said Bilson Colliery as is
 or are colored pink on the plan No^o 1 annexed to these Presents
 between a line drawn from the Churchway Deep Pit to the
 Churchway Land pit and the line C. D. on the said Plan No^o 1
other than such as may be situate within or under any part of
 the land and premises colored yellow on the said Plan and to carry
 and convey to land all or any part of the coal which may be
 found in the Churchway High Delf Seam of the Churchway Colliery
 through the Bilson Colliery and any pit or pits belonging thereto
 And Secondly to remove work and dispose of the coal which
 may be found in so much and such parts of the said barrier of
 coal in the Rocky Seam of coal directed to be left against the land
 boundary of the said Bilson Colliery as is or are colored pink on the
 Plan No^o 2 annexed to these Presents extending from the line of
 boundary stones No^o 38 and 39 to the line E. F. on the said
 plan No^o 2 subject nevertheless as regards the coal found in
 the portions of the Barrier in the said Churchway High Delf
 Seam of coal hereinbefore licensed to be worked to the like royalties
 payments conditions rules and regulations as the remainder of
 the coal in the Churchway High Delf Seam in the said Bilson
 Colliery is or shall for the time being be subject to and subject
 as regards the coal found in the portion of the Barrier in the
 Rocky Seam hereinbefore licensed to be worked to the like royalties
 payments conditions rules and regulations as the remainder of
 coal in the Rocky Seam in the Bilson Colliery is or shall for the
 time being be subject to and subject as regards the wayleave
 licenses hereby granted to the conditions rules and regulations
 hereinafter contained And this Indenture also
 witnesseth that the said George Sutley as such Commissioner
 and Surveyor as aforesaid in exercise of all Statutory and other
 powers herewith enabling him DOTH hereby declare that the
 license hereby granted is and shall be at all times under and

subject to the royalties conditions rules and regulations herein after
following AND the company for themselves their successors and assigns
do hereby covenant and agree with The Queen's Majesty her heirs and successors
that the persons for the time being in possession or receipt of the proceeds of the
Bilson Colliery and the Churchway Colliery respectively shall not nor will at
any time hereafter work any part or parts of the Coal now remaining within
or under the piece of land or premises colored yellow on the said plan without
first obtaining the consent in writing of the Gaveller or Deputy Gaveller for
the time being of the said Forest And that the persons for the time being in
possession or receipt of the proceeds of the said Churchway Colliery shall
forthwith commence and thereafter continuously proceed to work and get all
the Coal now remaining in the Churchway High Self Seam of the said
Churchway Colliery through the Bilson Colliery and shall and will well and
truly pay to the Queen's Majesty her heirs and successors in addition to
the rents royalties and tonnage dues now payable or hereafter to become
payable in respect of the Coal gotten from such seam of Coal in the Churchway
Colliery a wayleave or additional royalty or tonnage duty of one penny per ton
on all coal which shall have been since the first day of January One
thousand eight hundred and eighty four or shall hereafter be gotten from
the Churchway High Self Seam in the Churchway Gale and to be carried and
conveyed through the Bilson Colliery or any pit or pits belonging thereto such
wayleave royalty to be paid and accounted for on the several days and times
on which the royalties or tonnage dues now payable or which may hereafter
become payable in respect of the said Churchway Colliery are or shall be payable
And further that the persons for the time being in possession or receipt
of the proceeds of the said Bilson Gale or Colliery and the said Churchway
Gale or Colliery respectively or some or one of them shall and will keep fair
and legible books of account containing true regular and exact entries of the
weight measure and quantity of coal which shall from time to time be gotten
and raised from or out of the portions of the said Barriers hereby licensed
to be worked and of all coal which shall from time to time be gotten and
raised from or out of the Churchway High Self Seam in the Churchway
Colliery and be carried and conveyed through the Bilson Colliery or any pit
or pits belonging thereto and shall and will half yearly or whenever required
so to do render to the said Gaveller or Deputy Gaveller for the time being or
the Receiver of Crown rents for the time being of the said Forest of Dean
true and correct copies of such accounts and will at all times hereafter
keep at or upon the said Churchway Gale or Colliery true and correct plans
measurements and sections of all workings and explorations in such Gale
or Colliery and at or upon the Bilson Gale or Colliery true and correct plans

PLAN N°1

Churchway High Delf Seam



Regulator Colliery Gate
(part regaled - contigual)

C D

SCALE 3 CHAINS TO ONE INCH

PLAN N°2

Rockey Seam

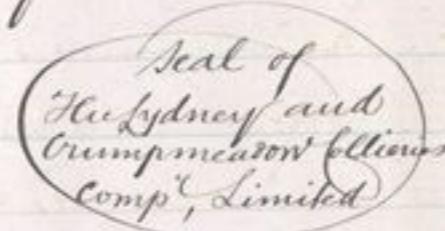
SCALE 3 CHAINS TO AN INCH



measurements and sections of all workings and explorations in the
 portions of the said Barrier hereby licensed to be worked aforesaid
 plans measurements and sections to be plotted to a scale of three chains
 to an inch and kept fully dialled up every three months and will
 at all times when required or to do produce and shew such books of
 account plans measurements and sections to the Deputy Gaveller or
 to Her Majesty's Receiver for the time being of the said Forest and
 permit and suffer them or either of them to examine the same and
 take any extracts from or copies of the same or any of them. And
 also will give any explanation that may be required in relation
 to the same or any of them. Provided always And it is hereby
 declared and agreed and these Presents are upon this express condition
 that no Coal shall at any time without further licence in writing of
 the Gaveller of the said Forest in that behalf be carried or conveyed
^{through the said Bilston Gale or Colliery}
 Except Coal gotten from such Gale or from the High Delf Seam in the
 Churchway Colliery and except Coal so carried and conveyed under the
 authority of some license already or that may hereafter be granted
 by the Gaveller or Deputy Gaveller of the said Forest. And it is
 further hereby declared and agreed that no coal shall at
 any time without further license in writing of the Gaveller of the said
 Forest in that behalf be carried or conveyed through the said Churchway
 Gale or colliery except coal gotten from such Gale or colliery other than
 Coal in the High Delf Seam as aforesaid and except Coal so carried and
 and conveyed under the authority of some license already or that
 may hereafter be granted by the Gaveller or the Deputy Gaveller of
 the said Forest. 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 Bilston Gale or Colliery
 (including the portions of the said Barriers hereby licensed to be
 worked) shall be deemed to be conditions rules and regulations of
 that Gale or Colliery and so far as they in any manner relate to the
 working of or leaving unworked any Coal in the Churchway Gale or
 Colliery shall be deemed to be conditions rules and regulations of
 that Gale or Colliery. And further that this license may be
 revoked or put an end to by the Gaveller 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 and assigns or any of them or leaving for them or
 any of them at their or any of their last known or usual

registered Office or place of business in England or on any part of either of the said Colies or Collieries three Calendar months previous Notice in writing of his intention to determine the same. 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 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 George Culley has hereunto set his hand and seal and the said Company have caused their Common Seal to be hereunto affixed the day and year first above written.

Geo St. Culley



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

I Russell Sowray

Office of Works, 1st

Mitchell place

The common seal of the within named Lydney and Crummeadow Collieries Company Limited was hereunto affixed in the presence of

Thomas Pugsley } Directors

J. Goldsworthy } Directors

M. Hayes - Secretary

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

N. G. Hewlett
Keeper of the Records

16th April 1886

By

Dated 6th May 1886

Articles of Agreement made the sixth,

day of May One thousand eight hundred and eighty six

GEORGE CULLEY, Esquire, Between THE QUEEN'S MOST EXCELLENT MAJESTY of the first part

a Commissioner of Her Majesty's GEORGE CULLEY Esquire a Commissioner of Her Majesty's Woods Forests and

Woods, &c., Land Revenues of the second part and

*Joseph Baghurst of
Blaize Bailey in the Forest of Dean, Miner,*

and

(hereinafter called "the said Tenant" of the third part

Mr. Joseph Baghurst.

THE said GEORGE CULLEY 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 piece of land

situate at Blaize Bailey, in Littledean Walk, in
the said Forest of Dean and containing 0.755
or whereabouts which said piece of land is
indicated by Fink color on the having annexed
hereto and is
with the appurtenances situate at

AGREEMENT for Letting
Land at Blaize
Bailey

on a Yearly Tenancy from the
25th December 1885

Rent £ 1. 10. 0 per Annum.

lately in the
occupation of the said Joseph Baghurst
together with the fixtures therein TO HOLD the same hereditaments to the said
tenant

from the Twenty fifth day of December 1885 as tenant
from year to year (the tenancy being however determinable as after mentioned) at
the yearly rent of One pound ten shillings 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 Twenty fifth
day of March the Twenty fourth day of June
the Twenty ninth day of September and the Twenty fifth day
of December in every year the first Quarterly payment to be due on the
Twenty fifth day of March 1886 AND the said
tenant hereby agrees that he will pay to the Queen's Majesty the said yearly rent
of £1. 10. 0 on the days and in the manner aforesaid And will also
pay the land tax sewers 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 expire

Dated 6th May 1886

Articles of Agreement made the sixth

day of May One thousand eight hundred and eighty six

GEORGE CULLEY, ESQUIRE,
a Commissioner of Her Majesty's
Woods, &c.,

Between THE QUEEN'S MOST EXCELLENT MAJESTY of the first part

GEORGE CULLEY ESQUIRE a Commissioner of Her Majesty's Woods Forests and

Land Revenues of the second part and Joseph Baghurst of

Blaize Bailey in the Forest of Dean, Miner,

and

hereinafter called "the said Tenant" of the third part

Mr. Joseph Baghurst.

THE said GEORGE CULLEY 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 piece of land

situate at Blaize Bailey, in Littledean Walk, in
the said Forest of Dean and containing 0.1.55
or thereabouts which said piece of land is
indicated by pink color on the plan annexed
hereto and is
with the appurtenances situate at

AGREEMENT for Letting

Land at Blaize
Bailey

on a Yearly Tenancy from the
25th December 1885

Rent £ 1. 10-0 per Annum.

O.S. XXXI. 16



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 GEORGE CULLEY or other the Commissioner or Commissioners for the time being of Her Majesty's Woods Forests and Land Revenues having the management of the said premises (hereinafter called the said Commissioner or Commissioners) or to whom he or they may appoint AND will permit the said Commissioner or Commissioners or his or their Agent at any time or times during the said tenancy to enter into and inspect the state and condition of the said premises and to execute any works thereon or to place thereon any notice AND IT IS HEREBY AGREED that it shall be lawful for the said Commissioner or Commissioners or the said tenant to determine this tenancy at any one of the Quarterly days hereinbefore mentioned either in the first or any subsequent year thereof by giving to the other of them three calendar months' previous notice in writing of his or their intention so to do and if such notice shall proceed from the said Commissioner or Commissioners the same may be given to the said tenant or left for him upon the said premises and if such notice shall proceed from the said tenant the same shall be left at the Office of the Commissioners of Her Majesty's Woods Forests and Land Revenues AND the said GEORGE CULLEY doth hereby direct that this Agreement shall be deemed to be fully and sufficiently inrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Inrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Inrolments IN WITNESS whereof the said parties to these presents of the second and third parts have hereunto subscribed their names the day and year first above written.

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) *J. G. Culley*
Keeper of the Records.

8th May 1886

Signed by the above-named
GEORGE CULLEY in the
presence of

J. Russell Lowry
Office of Woods &
Whitchall Place

Signed by the above-named
Joseph Baghurst
in the presence of

J. J. Smith
Danby Lodge
Forest Keeper

(Signed) *Geo. Culley*

The mark of

Joseph Baghurst

Dated 5th
May 1886. To The Clerk of the Peace
 for the County of Southampton

New Forest

I James Robinson, Surveyor for the time being
 Certificate of Bridges and other Public Works, appointed by the Justices of
 of County the County of Southampton Do hereby Certify that in pursuance
 Surveyor as of the provisions of the New Forest Highways Act 1883 (46 and 47
 to the Road Victoria Chapter 86) and on the application of George Bulley Esquire
 from Brockenhurst the Commissioner of Her Majesty's Woods, Forests and Land Revenues
 Upper Bridge to whom the management of the New Forest in the said County of
 Brockenhurst Southampton is now assigned, I have inspected the undermentioned
 Lower Bridge Highway in the Lyndhurst Highway District, namely, The Road
 in the Parish from Brockenhurst Upper Bridge to Brockenhurst Lower Bridge
 of Brockenhurst to Brockenhurst Lower Bridge in the Parish of Brockenhurst
 situate between the points H. H. on the plan attached to this
 Certificate as shown by the red line on the said plan between
 those points and that such Highway is in good repair.—

Dated this 5th day of May 1886.—

(P)

James Robinson, C.S.
 County Surveyor

Dated 5th. May 1886. To, The Clerk of the Peace
for the County of Southampton

354

New Forest I James Robinson, Surveyor for the time being
Certificate of Bridges and other Public Works, appointed by the Justices of
of County the County of Southampton Do hereby Certify that in pursuance
Surveyor as of the provisions of the New Forest Highways Act 1883 (46 and 47
to the Road Victoria Chapter 86) and on the application of George Culley Esquire
from Brockenhurst the Commissioner of Her Majesty's Woods, Forests and Land Revenues
Upper Bridge to whom the management of the New Forest in the said County of
Brockenhurst Southampton is now assigned, I have inspected the undermentioned
Lower Bridge Highway in the Lyndhurst Highway District, namely, The Road
in the Parish from Brockenhurst Upper Bridge to Brockenhurst Lower Bridge
of Brockenhurst to Brockenhurst Lower Bridge in the Parish of Brockenhurst
situate between the points H. H. on the plan attached to this
Certificate as shown by the red line on the said plan between



Schedd

Dated 14th
May 1886.

Dean Forest

This Indenture made the fourth day of May One thousand eight hundred and eighty six - Between the Queen's Most Excellent Majesty of the first part George Culley Esquire the Commissioner of Her Majesty's Woods Forests and Land Revenues to whom the management and direction of the Royal George Culley Esq Forest of Dean with the duties and powers appertaining thereto have the same of Her been duly assigned under the Act 14th and 15th Victoria Chapter 112 Majestys Woods &c Section 5 of the second part and The Trafalgar Colliery in charge of Dean Company (Limited) of the third part.

Whereas the said company are the Registered Owners of a certain gale or colliery in the said Forest of Dean called or known as The Trafalgar Colliery and as such Registered Owners lately Colliery Company applied to the said George Culley as such Commissioner as aforesaid (Limited)

Class of certain the Act 1st and 2nd Victoria Chapter 113 are now vested) to grant to Lands, Buildings & there a renewal of the lease or leases and License which expired on the Premises situate near twenty fourth day of June One thousand eight hundred and eighty six Trafalgar Pits and five affecting the Lands and premises hereinafter more particularly at Tiverton Green in described which said George Culley as such Commissioner as aforesaid the Forest of Dean halle agreed to grant to the said Company for such term or terms as such together with license rent upon such conditions and subject to such covenants and restrictions to use certain other as are hereinafter reserved and contained Now this Indenture Pits in the Forest for witnesseth that in consideration of the premises The said George the better working of Culley as such Commissioner as aforesaid by virtue of every power enabling the Trafalgar Colliery him so to do Doth by these Presents demise and lease unto the said

company their successors and assigns All those several pieces or parcels Term 31 years of land and land covered with water late part of the unclosed waste from 21st of June land of Her Majesty's Forest of Dean in the County of Gloucester situate 1885.

Rent £27
per Annum

Note / The building marked A on plan with 1594199 file 907 has been demolished /

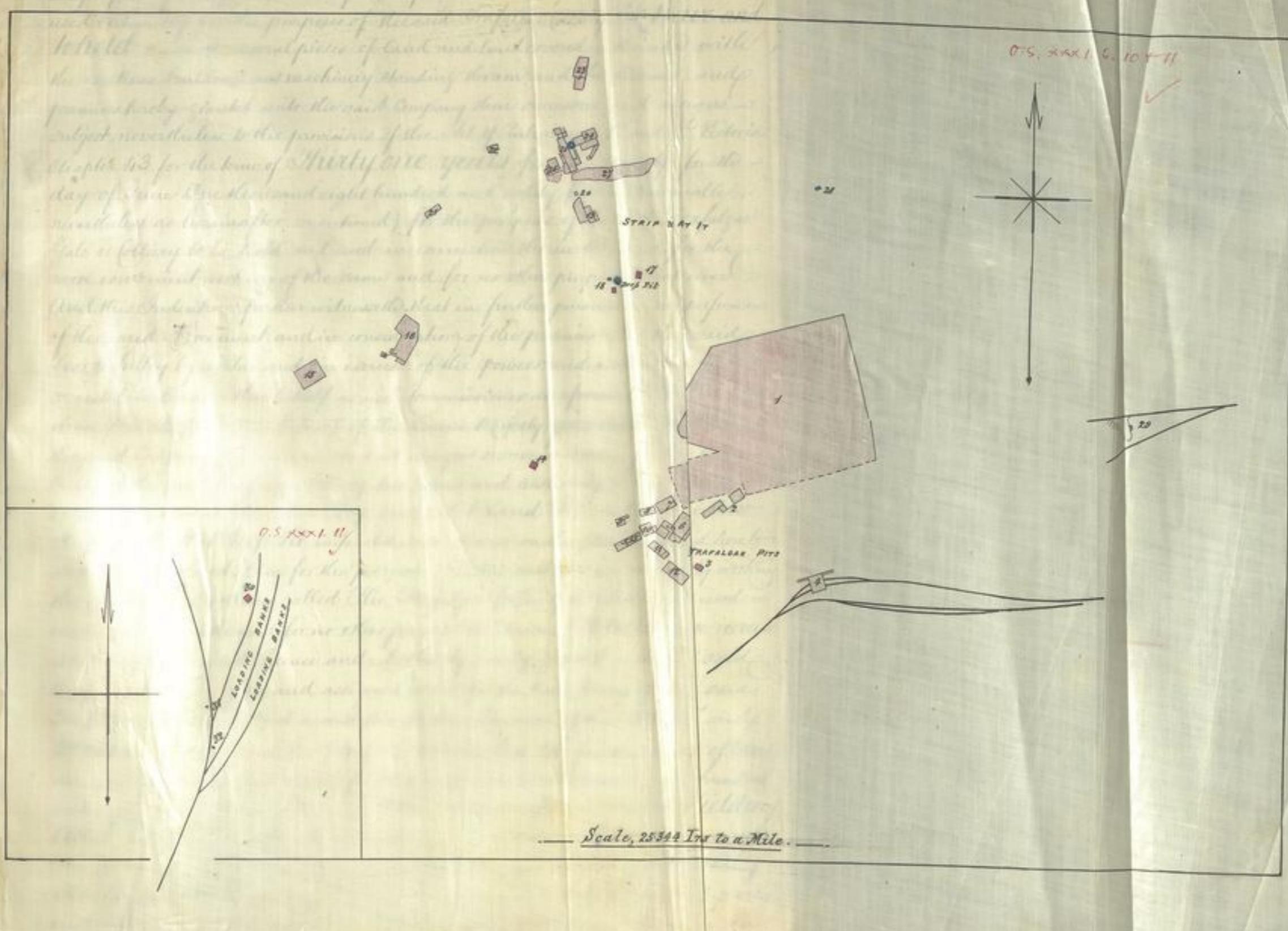
lying and being partly at Trafalgar Pits within the Speechhouse Walk and partly at Tiverton Green within Ruardean Walk in the said Forest and containing altogether with the sites of the several Erections Buildings and Machinery thereon five acres one rood and sixteen and three quarter perches which said pieces of land are set forth in the Schedule hereunder written and are more particularly described on the Plan annexed hereto and thereon colored red and blue except and preserving out of this demise all mines minerals stone and substrata within or under the said lands together with all rights powers and authorities incident or belonging to the said excepted premises together with full power license and authority into the

paid company their successors and assigns to use the said properties or parcels
of land colored blue and numbered respectively 28 and 29 on the said Plan for
the purpose of a Magazine or Store for Gunpowder or other explosive materials to be
used exclusively for the purposes of the said Trafalgar Colliery To have and
to hold the said several pieces of land and land covered with water with
the erections buildings and machinery standing thereon and the license and
premises hereby granted unto the said Company their successors and assigns
subject nevertheless to the provisions of the Act of Parliament 1st and 2nd Victoria
Chapter 13 for the term of Thirty one years from the twenty fourth
day of June One thousand eight hundred and eighty five (determinable
nevertheless as hereinafter mentioned) for the purposes of the said Trafalgar
Gale or Colliery to be held and used in connection therewith, and for the
more convenient working of the same and for no other purpose whatsoever
And this Indenture further witnesseth that in further pursuance and performance
of the said Agreement and in consideration of the premises He the said
George Colley by virtue and in exercise of the powers and authorities given to
or vested in him in this behalf as such Commissioner as aforesaid Doth by
these Presents for and on behalf of the Queen's Majesty give and grant unto
the said Company their successors and assigns owner or owners for the time
being of the said Trafalgar Colliery his license and authority to use certain pits
called or known as The New Strip and Atit Land Pit and The New
Strip and Atit Deep Pit indicated and shewn on the plan annexed hereto
and thereon colored Blue for the purpose of better and more conveniently working
the said Gale or Colliery called The Trafalgar Colliery to be held and used in
connection therewith and for no other purpose whatsoever To hold use exercise
and enjoy the said License and Authority hereby granted unto the said
Company their successors and assigns Owners for the time being of the said
Trafalgar Colliery subject nevertheless to the Provisions of the Acts 1st and
2nd Victoria Cap 13 and the 24 & 25 Victoria Cap 10 for the term of Thirty
one years from the said twenty fourth day of June One thousand eight hundred
and eighty five determinable nevertheless as hereinafter mentioned Yielding
and Paying therefor yearly and every year during the said term unto
The Queen's Majesty her heirs and successors the rent or sum of Twenty
Seven pounds of lawful money of Great Britain 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 without any deduction for land tax or any
other present or future taxes sever or other rates charges assessments or impositions
whatever the first of such payments to begin and be made on the twenty
fifth day of December One thousand eight hundred and eighty five And
the said company do hereby for themselves their successors and assigns

and leave their successors and assigns to the said hospitals or parcels
of land to be numbered respectively 10 and 11, and to be used for
the purpose of storing gunpowder and other materials calculated to
render the said property fit for the use of the said hospitals and
hospitals to be called the Hospital of the said Company.

Testified to in the presence of the said Hospital Company
and by the said John Mackay, Notary Public, on the day and
year above written, and before me, at the city of Edinburgh,
the 13th day of December, in the year of our Lord One thousand
eight hundred and fifty three.

John Mackay Notary Public.



every year by equal payments without any deduction for kind tax or any
other present or future taxes sever or other rates charges assessments or impositions
whatever the first of such payments to begin and be made on the twenty
fifth day of December One thousand eight hundred and eighty five And
the said Company do hereby for themselves their successors and assigns

Covenant with His Queen's Majesty her heirs and successors that they
the said Company their successors or assigns will during the continuance
of this demise pay unto the Queen's Majesty her heirs and successors the
said yearly rent of Twenty seven pounds on the days hereinbefore appointed
for payment thereof without any deduction or abatement whatsoever
And also will pay the Land Tax and all other taxes sever and
other rates charges assessments and impositions whatsoever which now
are or at any time during the said term may be taxed aforesaid or
imposed upon the said demised premises or any part thereof And
also that they the said Company their successors or assigns will
forthwith well and sufficiently enclose and fence in the said lands
hereby demised to the satisfaction of the said George Bulley or other the
Commissioner or other Officer or Officers for the time being exercising the
powers now exercised by the said George Bulley and will during the
continuance of this demise at their own costs keep the same so well and
sufficiently enclosed and fenced in as aforesaid And shall and will
at all times maintain and keep the said demised premises in good and
proper repair order and condition and with all necessary and requisite drains
sewers watercourses and amendments whatsoever and will make good all
damage or injury which at any time or times during the continuance of
this demise may happen or be occasioned to the lands trees property or
possessions of Her Majesty or of any adjoining owner or owners by reason of
the use or occupation of the said demised premises for the purposes aforesaid
And that it shall be lawful for the said George Bulley or other the
Commissioner or other Officer or Officers aforesaid or the Deputy Surveyor or
Deputy Gaveller for the time being of the said Forest with or by their Workmen
Servants or Agents from time to time and at all times during the continuance
of this demise break into and upon the said demised premises for the
purpose of viewing and examining the state and condition thereof
And the said Company do hereby for themselves their successors
and assigns further covenant with the Queen's Majesty her heirs and
successors that they the said Company their successors or assigns
or any other person or persons will not at any time during the
continuance of this demise without the consent in writing of the
said George Bulley as such Commissioner as aforesaid or other the Commissioner
or other Officer or Officers aforesaid for that purpose first had and
obtained erect build or set up or permit or suffer to be erected built or
set up upon the said pieces or parcels of land hereby demised or any
part of the same any house building or machinery whatsoever other
than and except such as are now standing or being thereon nor use

or occupy or permit or suffer the said demised premises or any part thereof to be used or occupied otherwise than for the purposes of and in connexion with the said Gale or Colliery and for the more convenient working of the same and in strict conformity with so far as the same may be applicable thereto) the rules orders and regulations of the Dean Forest Mining Commissioners made for the working of Gales, Pits, levels and Works of coal or coal Mines in the said Forest of Dean and Hundred of St Briavels and will not commit or suffer to be committed any waste spoil damage or injury to the said demised premises or any part thereof or to the enclosed lands trees property or possessions of Her Majesty or of any adjoining Owner or Owners nor do or suffer to be done any act or thing whatsoever which may be or become a nuisance annoyance or disturbance to the Queen's Majesty her heirs or successors or to the Owners or Occupiers of any contiguous premises And also that they the said Company their successors or assigns will at the end or other sooner determination of the said term peaceably and quietly leave surrender and yield up unto the Queen's Majesty her heirs and successors or to the said George Gulley as such Commissioner as aforesaid or other the Commissioner or other Officer or Officers aforesaid on behalf of Her Majesty or to whom he or they shall direct or appoint to receive the same the said demised premises in good and proper repair order and condition And also will at their own costs within three calendar months from the respective dates thereof cause all assignments which may at any time hereafter be made of these presents or of the premises hereby demised, and all Probates of Wills and Letters of Administration affecting the premises to be within six calendar months from the date thereof enrolled in the Office of Land Revenue Records and Instruments and Minutes or Deeds thereof respectively to be entered in the Office of the said Commissioners of Her Majesty's Woods Forests and Land Revenues Provided always and it is hereby expressly declared and agreed that the said two pieces of land numbered respectively 28 and 29 on the said plan shall in so far as the same are applicable thereto be held under and subject to the provisions of the Explosive Substances Act 1875 and to all the regulations affecting gunpowder stores contained in any Schedule thereto and of all acts amending the said Act Provided always and these presents are granted upon this express condition that the said term hereby granted shall absolutely cease and determine when the said Trafalgar Gale or Colliery shall be relinquished or given up or cease to be worked pursuant to the rules orders and regulations of the Dean Forest Mining Commissioners made for working Gales Pits Levels and Works of coal or coal Mines within the said Forest and Hundred or the Grant of the said Gale or Work shall be otherwise determined Provided lastly

And these Presents are upon this express condition
 that if the said rent of Twenty seven pounds yearly reserved or
 any part of the same shall be unpaid for thirty days next after either
 of the days of payment on which the same ought to be paid or if the
 said Company their successors and assigns do not in all things observe
 perform and keep all and singular the covenants provisoes conditions
 and restrictions herein contained and on their parts to be performed &
 and kept according to the true intent and meaning of these presents
 then and from thenceforth and in any of such cases it shall be lawful
 for Her Majesty her heirs and successors or the said George Fulley as
 such Commissioner as aforesaid or other the Commissioner or other
 Officer or Officers aforesaid on behalf of Her Majesty her heirs and
 successors, and to determine and put an end to the Lease and license
 or Licenses hereby granted into and upon the said demised premises
 or any part of the same in the name of the whole to reenter and the
 same thenceforth to have again retain repossess and enjoy as in her or
 their former Estate, and the said Company their successors and assigns
 and all other Occupiers thereof thenceout and from thence to expel just
 out or amove this present Indenture or anything herein contained
 to the contrary thereof notwithstanding 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 Involments and the filing or making of
 an entry of such deposit by the Keeper of the said Records and Involments
 In witness whereof the said George Fulley hath hereunto set
 his hand and seal and the said Company have hereunto affixed
 their common Seal the day and year first above written.—

The Schedule before referred to.

No. on Plan	Description	Quantity			
			t	r	p
<u>Red</u>	N. 1 Manager's House, Offices, Storeroom, Wash &c	1 1 13			
	2 Manager's Office, Engine Shed, &c	" " 8			
	3 Cabin	" " 0 4			
	4 Screens	" " 6 4			
	5 Weighing Machines (Two)	" , 0 2			
	6 Engine House and Boiler Stack	" " 15 2			
	7 Electric Engine House	" , 1 2			
	8 Smith and Carpenter Shop	" " 2 4			

No. on Plan	Description	Quantity	A	rp	A	rp		
			A	rp	A	rp		
9	Carpenter Shop		.	1 $\frac{1}{4}$				
10	Smith and Carpenter Shop		.	3 $\frac{1}{4}$				
11	Brilers		"	3 $\frac{1}{2}$				
12	Blacksmith's Shop		.	5 $\frac{3}{4}$				
13	Reservoir		.	5 $\frac{1}{4}$				
14	Flue		.	1				
15	Garden		.	12				
16	House and Garden and Flue (Puzzle)		.	19 $\frac{1}{4}$				
17	Cabin		.	0 $\frac{1}{4}$				
18	Weighing Machine and Cabin (Two)		.	0 $\frac{1}{2}$				
19	Windung Engine		.	6 $\frac{1}{4}$				
20	Stack		.	0 $\frac{1}{4}$				
21	Sled		.	2 $\frac{1}{4}$				
22	Sled		.	1 $\frac{1}{4}$				
23	Weighing Machine Woodyard S.		.	10 $\frac{3}{4}$				
24	Pumping Engine & Smith's Shop		"	9				
25	Saw Mills and Dwelling House		.	12				
26	Dwelling House and Stable		.	6 $\frac{1}{4}$				
27	Pond		.	19 $\frac{1}{4}$				
30	Cabin at Bilson Landing		.	1				
31	Water Tank at d°		{	0 $\frac{1}{3}$				
32	Office at d°					5 1 12 $\frac{3}{4}$		
<u>Blue</u>								
<u>Land Licensed for Powder Store</u>								
28	Powder Magazine		.	0 $\frac{1}{4}$				
29	d°		.	3 $\frac{1}{4}$	"	4		
						5 1 16 $\frac{3}{4}$		

Geo. A. Fulley

J. Bennett Brain
W. S. Ogden

J. Brain Secy



Signed sealed and delivered by the within named George Fulley in the presence of
I Russell Powray, Office of Woods &c, Whitehall Place.
The common seal of the within named Trafalgar Colliery Company (limited) was
hereunto affixed in the presence of - J. Brain, Secretary

I certify that a duplicate of this deed
was deposited in the Office of Land Revenue
Records and Instruments, and an entry thereof
made or filed by me H. G. Hewett
Keeper of the Records