

41st Surrendered by Deed dated 12th August 1890
Vise Deed Book 18 Page 418

This Indenture made the twentieth day of
September 1886 ^{September One thousand eight hundred and eighty six} Between
The Queen's Most Excellent Majesty of the first part
Dean Forest George Culley Esquire the Commissioner of Her Majesty's
Woods in charge of the Royal Forest of Dean in the County of
Gloucester and Gaveller of the said Forest of Dean second part
George Culley Esquire the Commissioner in
charge of Dean Forest
and George Barnard of Plumpton Hill near Mitcheldean in
the said County of Gloucester, Contractor, of the third part Witnesseth
that in consideration of the yearly rent tonnage duty or royalty
hereinafter reserved and of the covenants and conditions hereinafter
contained The said George Culley as such Commissioner as aforesaid
in exercise of the powers of the Acts 1 and 2 Victoria Cap: 43
14 & 15 Victoria Cap: 42, and 24 and 25 Victoria Cap: 110 and
of all other powers enabling him in this behalf Doth on
behalf of Her Majesty grant full power license and authority
License to the said George Barnard his executors administrators and
assigns at his own expense during the term hereby granted to dig
and get clay and sand (subject as hereinafter provided) from
within two pieces and out of All that tract of Clay or Sand which shall or
of open Forest land may be found within or under. First, All that piece or parcel
at Plumpton Hill of land part of the open or waste lands of Her Majesty's Forest of
and Edge Hill in Dean in the said County situate and being at or near Plumpton
Hill in the said Forest which said piece or parcel of land
contains 0. 2. 20ⁿ or thereabouts and is delineated and colored
red and is N^o 1 on the plan annexed hereto And secondly,
All that tract of benchard clay or sand which shall or may
be found under all that piece or parcel of land part of the open
waste lands of the said Forest of Dean on the East of the Pit of
the Fairplay Mine or Colliery in the said Forest and South
of the Edge Hill Mine or Colliery in the said Forest which said
piece or parcel of land contains 4. 3. 7ⁿ or thereabouts and is
delineated and colored red and is N^o 2 on the said plan which
said pieces or parcels of land firstly and secondly hereinbefore
described are hereinafter referred to as "the said lands" Provided
always and these Presents are granted upon this express
condition that the said George Barnard his executors admors and
assigns shall not at any time during the subsistence of the said
lease or license work or dig for clay or sand within a less distance
of the surface of the piece of land secondly hereinbefore described
and N^o 2 on the said plan than twenty five feet nor work

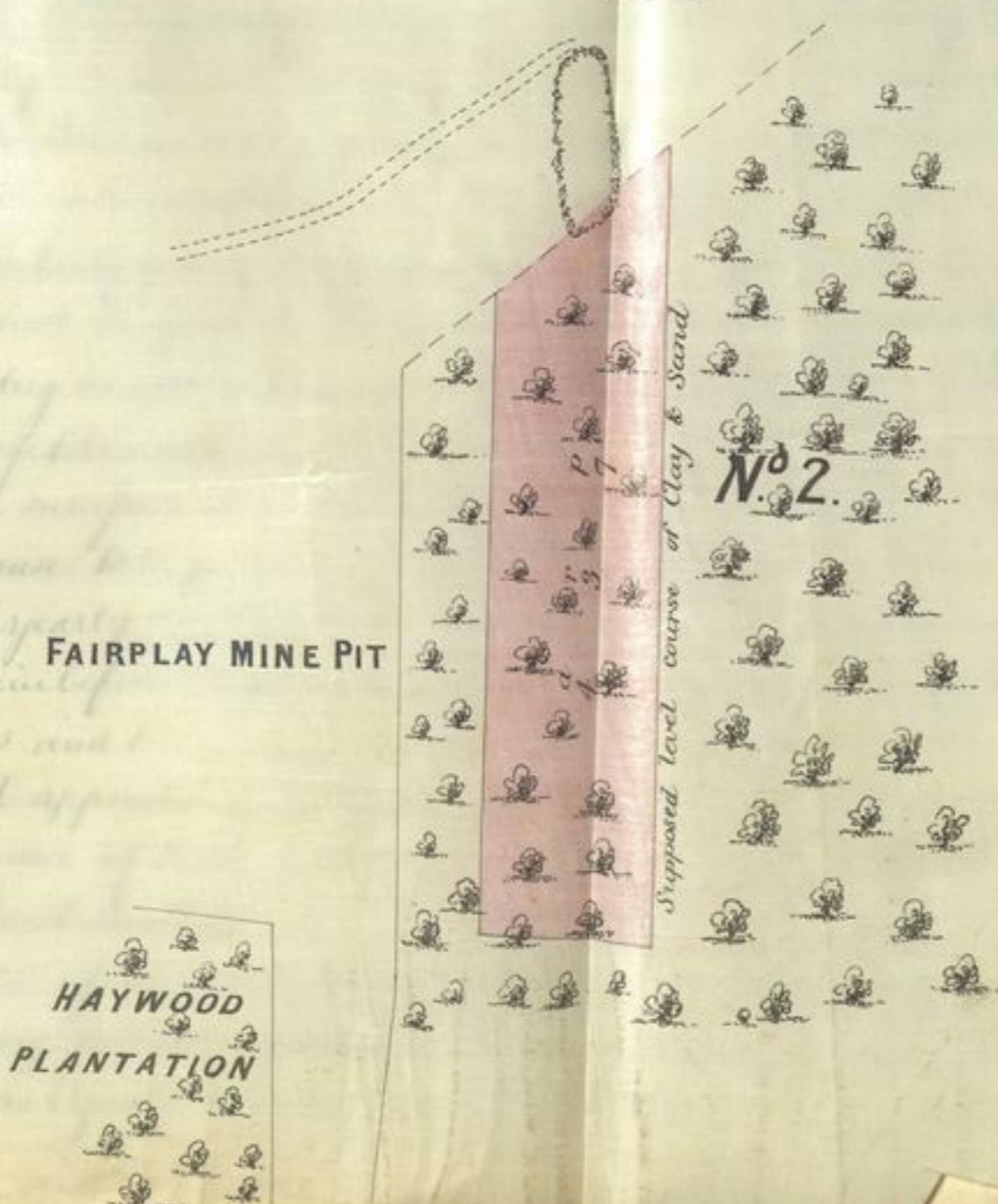
Term commences 29th September 1886
For years 21
Term expires 29 Sep: 1907

Rent £5 per annum
and 2^d per ton on
all clay and sand
raised

or dig to a greater depth below the surface of the said land than
 One hundred yards To hold use exercise and enjoy the said
 License power and authority hereby granted or intended so to be unto
 the said George Barnard his executors administrators and assigns from
 the twenty ninth day of September 1886 for the term of Twenty one
 years Paying therefor yearly and every year during the said
 term unto The Queen's Majesty her heirs and successors the clear yearly
 rent or sum of Five pounds the said rent to be paid half yearly
 on the twenty fifth day of March and the twenty ninth day of September
 in every year by equal half yearly payments free and clear of land
 tax and all other taxes and assessments whatsoever which now are or
 at any time hereafter during the said term shall be imposed upon
 or in respect of the said premises the first half yearly payment of the
 said rent to be made on the twenty fifth day of March One thousand
 eight hundred and eighty seven And also paying unto The
 Queen's Majesty her heirs and successors during the said term hereby
 granted over and above the said yearly rent hereinbefore reserved
 such tonnage duty or royalty sum or sums of money as shall be equal
 to two pence per ton for each and every ton of Clay and Sand which
 shall be dug or gotten from within or out of the said land by the said
 George Barnard his executors administrators or assigns or any of them
 such tonnage duty or royalty sum or sums of money to be paid half
 yearly on the 25th day of March and the twenty ninth day of
 September in every year free and clear of all manner of taxes and
 assessments whatsoever in manner following that is to say on each of
 such half yearly days of payment as aforesaid such a sum of money
 as shall be equal to two pence per ton of Clay and Sand which shall
 be dug or gotten during such preceding half year And the said
 George Barnard hereby covenants with The Queen's Majesty her heirs
 and successors that he will during the said term hereby granted pay
 or cause to be paid unto The Queen's Majesty her heirs and successors
 the yearly rent and tonnage duty or royalty sum or sums of money
 hereinbefore respectively reserved and made payable upon the respective
 days and times and in manner and proportions hereinbefore mentioned
 and appointed for payment thereof respectively free and clear of all
 manner of taxes and assessments whatsoever And also that if
 default shall be made for the space of twenty one days in payment
 of the aforesaid rent tonnage duty or royalty sum or sums of money
 or any part thereof then and so often it shall be lawful for the lessor
 or his Agent or Agents from time to time to seize and detain any

or dig to a greater depth below
 One hundred yards hold
 Licent power and a liberty
 the said (year) Bannock
 the twenty fifth day of
 years saying thereof
 term with the Queen
 rent or more of five
 on the twenty fifth day
 in every year equal
 law shall not be made
 at any time hereafter
 or in any part of the said
 and not to be made on
 eight hundred and eighty
 Queen's Majesty her heirs
 and assigns forever

From Nailbridge



Scale, 3.157 Chains to an Inch.

machinery implements engines utensils horses carts carriages
 or other live or dead stock and all the clay and sand and
 other things which shall be remaining at and upon the said
 lands hereinbefore described or any part or parts thereof and the
 same to impound sell and dispose of for and towards the
 satisfaction and payment of all such rent tennage duty or royalty
 reservation sum or sums of money of which such default shall
 have been made in payment as aforesaid and also of all costs
 and charges incident to or 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 Provided always
 that nothing herein contained shall be construed or is intended in
 any way to abridge alter or take away any legal remedy whatsoever
 by distress or otherwise which the Lessor might otherwise ~~which~~
~~the Lessor might otherwise~~ have had or exercised or may otherwise
 have or exercise for the recovery of the said rents and duties
 sum or sums of money or any of them And also that he the
 said George Barnard will during the said term hereby granted
 bear pay and discharge the Land tax (if any) and all other taxes
 rates charges payments assessments impositions and outgoings
 of what nature and kind soever in respect of the said premises
 and every part thereof And also will forthwith well and
 sufficiently enclose and fence in the said lands to the
 satisfaction of the Lessor or his Agent and will during the
 continuance of this demise at his own costs keep the same so
 well and sufficiently enclosed and fenced in as aforesaid And
 also will at all times 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 or
 upon the said premises for the purpose of getting Clay and Sand
 from within or out of the said land to the satisfaction
 of the Lessor or his Agent and shall not in any manner use
 the said land except for the purpose of digging or getting Clay
 and Sand from within or out of the same as aforesaid
 Provided always that there shall be no workings in or
 upon the said piece of land secondly hereby demised and No^o 2
 on the plan hereto as aforesaid except by means of a level to be
 driven through the said land from a point and in a direction
 to be previously approved by the Lessor or his Deputy Surveyor or
 Agent And also that he the said George Barnard his

executors administrators and assigns shall and will keep fair and
 legible books of Account with true regular and exact entries of the
 quantity of Clay and Sand which shall be dug or gotten under
 and by virtue of these presents from within or out of the said land
 And shall and will at all times (when required) produce and show
 such books of Account to the Lessor or his Agent or Agents or any other
 person or persons appointed by him to inspect or examine the same
 and permit and suffer him and them to take any extracts therefrom
 or copies thereof and shall give any explanation that may be required
 in relation thereto **AND ALSO** shall and will within ten days next
 after the expiration of each 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 ten days next after the expiration of the said term deliver
 into the Office of the Commissioners of Woods or to other the person or
 persons authorized by the Lessor to receive the same a true and exact
 account in writing of all the 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 from within or out of the said
 land or any part thereof such account being from time to time first
 verified by a declaration in writing under the hand of the said George
 Barnard or his chief or only Agent for the time being and will pay
 the usual and accustomed fees charged on the passing of Accounts of the
 like nature without any deduction or allowance being made to him
 for the same **AND ALSO** that it shall and may be lawful for the
 Lessor and his Agents at his and their pleasure to employ any person
 or persons to inspect all and singular the premises aforesaid and the
 state and condition thereof and if any error fault or defect shall be
 found or appear in the working or conducting of all or any part of the
 said works and premises that then George Barnard shall and will
 on receiving notice to that effect repair correct and amend the same
 within the space of two calendar months next after the date of such
 notice **And also** that he shall not nor will at any time or times
 during the said term burn or make bricks upon the said land or
 any part thereof nor erect build or set up upon the said land or
 any part thereof any manufactory or other building for the burning or
 making of bricks or any other erection or building whatsoever **And**
 shall not nor will commit any unnecessary damage spoil or waste in
 or upon the said land or any part thereof in the exercise of the
 power hereinbefore contained nor use the same except for the purpose

of digging and getting clay and sand from within or out of the
 same as hereinbefore provided and shall not nor will in the exercise
 of the powers hereinbefore contained do or permit or suffer to be done
 any damage spoil or injury to any of the Inclosures Wood Timber or
 other trees belonging to Her Majesty in the said Forest and shall and
 will at the end or other sooner determination of the term hereby granted
 fill up or otherwise fence and secure in a proper and substantial
 manner and to the satisfaction of the Lessor or his Agent all such pits
 or other openings as may have been made in digging and getting
 clay and sand from within or out of the said land and shall and
 will level and restore such land as far as practicable to its present
 state and condition and that he the said George Barnard shall
 not nor will at any time or times transfer or assign over grant
 underlet or otherwise part with to any person or persons whomsoever
 the works matters and things liberties authorities privileges and
 premises hereinbefore granted respectively or any of them or any part
 thereof for the whole or any part of the term hereby granted without
 the consent and approbation in writing of the Lessor for that purpose
 first had and obtained And also that he the said George
 Barnard shall and will at his own expence cause and procure every
 Assignment of these presents or of the said premises hereby granted
 or any part thereof and all Probates of Wills and Letters of Administration
 affecting these presents or the said premises or any part thereof
 as aforesaid to be within two calendar months from the date
 thereof ^{respectively} inrolled in the Office of Land Revenue Records and Inrolments
 and a Minute or docket thereof entered in the Office of the
 Commissioners of Woods Provided lastly that if it shall
 happen that the aforesaid yearly rent duty or royalty duties or
 royalties sum or sums of money or any of them or any part
 thereof shall not be duly accounted for or shall be behind or
 unpaid for the space of thirty days next over or after any of the
 days or times respectively whereon the same ought to be paid
 according to the true intent and meaning of these presents or in
 case the said George Barnard shall not well and effectually
 observe perform and keep all and every the covenants conditions
 and agreements hereinbefore contained then and in either of the
 said cases it shall and may be lawful for the Lessor to
 reenter into and upon all and singular the said land 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 then being on the said land or gotten therefrom as fully and effectually to all intents and purposes as if these presents had never been made and thereupon the License and authority hereby granted 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 said land is vested in the Crown the Commissioners or Commissioners or other the person or persons for the time being entitled by law to the management and direction thereof and that all rights and obligations of the Lessee under these presents shall devolve with the leasehold interest hereby created and be accordingly enjoyed observed and performed by the person or persons in whom such interest shall for the time being be vested and the said George Culley doth hereby direct that this deed shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Inrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Inrolments In witness whereof the said parties to these presents of the second and third parts have hereunto set their hands and seals the day and year first above written

Geo. Culley (S)

George (S) Barnard

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

J Russell Torray
Office of Woods, P
Whitehall Place

Signed sealed and delivered by the within named George Barnard in the presence of - William Christie, Forest Keeper, Herbert Lodge.

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

25th September 1886

X^o W.B.

L123.

Dean Forest 1390.

Office of Woods, &
S.W.

W^m Knowles

Sir, Dean Forest

16th September 1886

Permission to
use a Well in
Bradley Hill
Inclosure.

Annual acknowledgment
10/- payable 1/2
yearly on 25th

December and
24th June.

16th Sept. 1886

I have been informed by Sir James Campbell, the Deputy Surveyor of Dean Forest, that you desire to have the license formerly enjoyed by Mr. Jarrett continued to you, I therefore authorize you to take and use the water from a Well situate in Bradley Hill Inclosure in the Forest of Dean, and to maintain a line of pipes from the said Well to the dwellinghouse as indicated by red lines on the plan hereto annexed.

This authority and permission is to take effect as from the 24th June 1886, and to be determinable on six months notice, expiring on the 24th June or the 25th December, and is subject to the following conditions

1. A yearly rent or acknowledgment of 10/- is to be paid for the said privilege, such rent to be payable half yearly on the 25th December and 24th June.
2. That on the determination of this authority and permission you remove the pipes and make good any damage done to the Crown property in taking up and removing the said pipes.
3. That you keep the said line of pipes in good and proper repair to the satisfaction of the Crown Officers, and make good any damage done in executing the repairs.

You will be good enough to acknowledge the receipt of this letter, accepting the terms and conditions herein specified.

I am,

Sir,

Your obedient Servant
Geo: Utley

W^m William Knowles
Auctioneer &c.
Gloucester

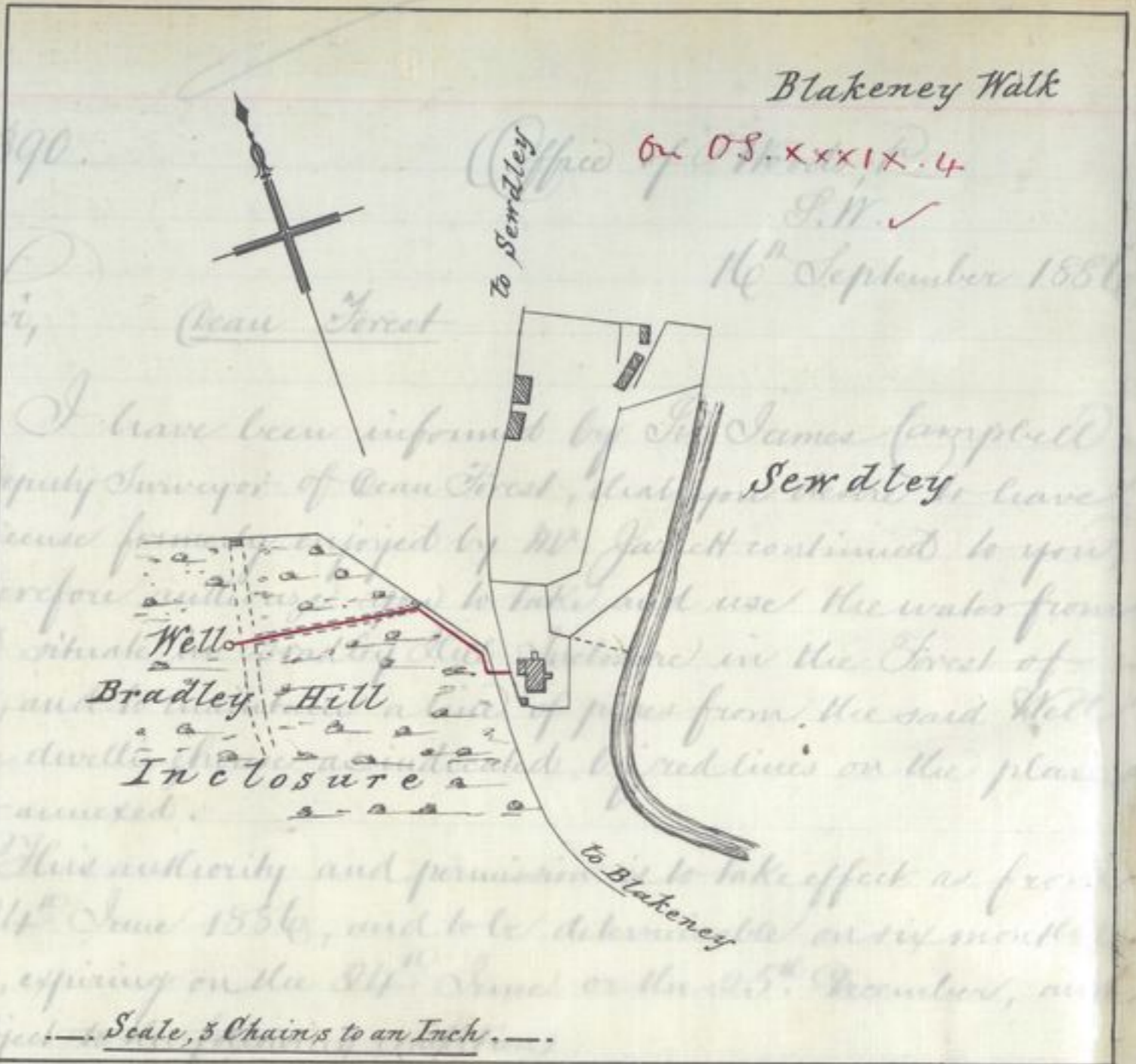
Dean Forest

W^m Knowles

Permission to use a Well in Bradley Hill Inclosure.

Annual acknowledgment of 10/- payable 1/2 yearly on 25th December and 24th June.

16th Sept. 1886



1. A yearly rent or acknowledgment of 10/- is to be paid for the said privilege such rent to be payable half yearly on the 25th December and 24th June.
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You will be good enough to acknowledge the receipt of this letter, accepting the terms and conditions herein specified.

I am,
Sir,
Your obedient Servant
Geo: Utley

M^r William Knowles
Auctioneer &c
Gloucester

Dean Forest
Manor of
English Bicknor

Manor of English Bicknor

I the undersigned Samuel Smith of Symonds Rock or Ypat within the Parish and Manor of English Bicknor in the County of Gloucester Laborer do hereby attorn Tenant to Her Majesty in right of Her Crown of the piece or parcel of land now as tenant to the or late part of the wastes of the Manor of English Bicknor situate upon which land I have of encroachment erected a Stable or Shed, and I hereby undertake and agree to at Symonds Rock hold the same as yearly tenant to Her Majesty from the 29th day of September 1885 at the annual rent of 2^l 10^s per Annum which sum I hereby undertake and agree to pay to Her Majesty or to Her Receiver or to the Steward of the said Manor on the 29th day of September in every year until such tenancy shall be determined by six months previous notice in writing from the Commissioner of Her Majesty's Woods, Forests and Land Revenue in charge of the said premises or from his Agent.

25th Aug. 1886

Dated this 25th day of August 1886

The mark of
Samuel X Smith

Witness

Henry Smith
Mailsot Lodge
nr Coleford
Woodman

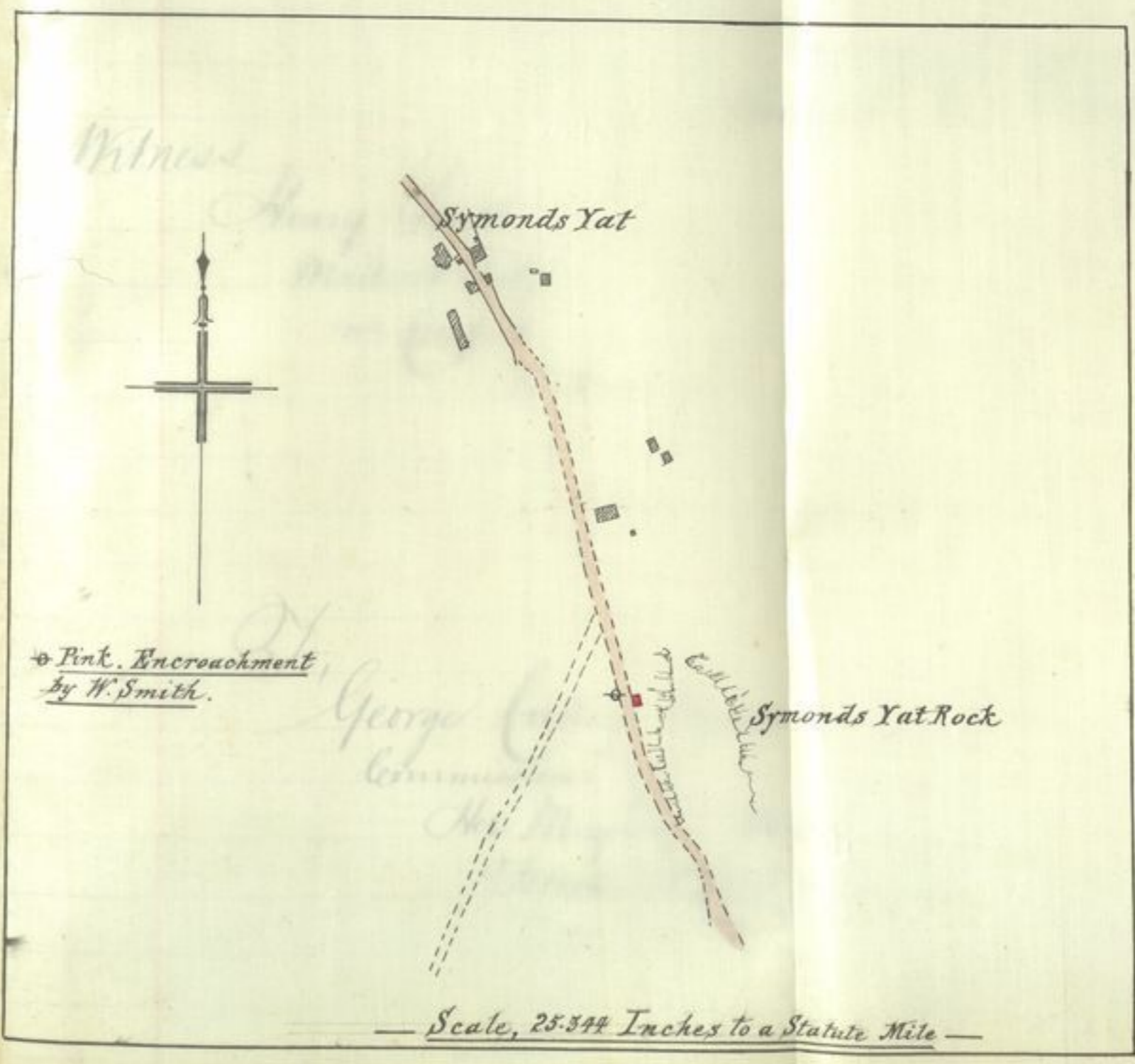
To,
George Sulley Esquire
Commissioner of
Her Majesty's Woods
Forests & Land Revenue

Year Forest
Manor of
English Bicknor

Manor of English Bicknor

I the undersigned Samuel Smith of Symonds Rock or Yat within the Parish and Manor of English Bicknor in the County of Gloucester Laborer do hereby attorn Tenant to Her Majesty in right of Her Crown of the piece or parcel of land now as tenant to the or late part of the wastes of the Manor of English Bicknor situate upon which land I have of encroachment erected a Stable or Shed, and I hereby undertake and agree to at Symonds Rock hold the same as yearly tenant to Her Majesty from the 29th day of September 1885 at the annual rent of 2^l 10^s per annum which sum I hereby undertake and agree to pay to Her Majesty or to Her Receiver or to the Steward of the said Manor on the 29th day of September in every year until such tenancy shall be determined by six months previous notice in writing from the Commissioner of Her Majesty's Woods, Forests and Land Revenue in charge of the said premises or from his Agent.

25th Aug. 1886



425



Dated
27th Sept:
1886.

License
to
sport in
the
New Forest.

426



TO ALL TO WHOM THESE PRESENTS SHALL COME—I, George Culley, a Commissioner of Her Majesty's Woods, Forests, and Land Revenues, Send Greeting. WHEREAS, the Several Persons whose names are contained in the first, second, and third Schedules hereunder written, have applied to me as such Commissioner as aforesaid, to grant to them respectively my License under the powers of the 5th 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 Culley, as such Commissioner as aforesaid, do hereby, in pursuance of the powers of the 5th 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 this License is to extend, and the conditions and provisions subject to which the same is granted, are as follows, that is to say:—

- FIRST—This License as regards Fowling to have effect on and from the 1st day of October, One Thousand Eight Hundred and Eighty-six, up to and including the 1st day of February, One Thousand Eight Hundred and Eighty-seven, and no longer; and as regards Fishing, to have effect from the 1st day of October, One Thousand Eight Hundred and Eighty-six, up to the 30th day of September, One Thousand Eight Hundred and Eighty-seven.
- SECOND—This License is to extend to such parts of the New Forest the soil and freehold whereof are for the time being vested in the Crown, excepting therefrom all inclosed Woods and Lands, that is to say, All Woods and Lands which are the property of Her Majesty free from all rights of Common; and also excepting all inclosures for the time being made pursuant to or under the authority of the Acts 9th and 10th William 3rd, Chapter 36, 48th George 3rd, Chapter 72, and 14th and 15th Victoria, Chapter 76, or any of such Acts or any Commission thereunder.
- THIRD—This License will not authorize the taking or killing of any Red or Fallow Deer, Black Cock, Grey Hen, or Hen Pheasant.
- FOURTH—Each of the persons whose names are included in the Second Schedule hereunder written, may occasionally when exercising the privileges conferred by this License, be accompanied by a Friend, who shall on each such occasion have the same and no larger or other right to fowl and fish as the Licensee, subject to the condition that such Friend is a bonâ fide guest temporarily resident in the house of the Licensee and does not reside within ten miles of any part of the New Forest.
- FIFTH—Each Licensee, whether he is accompanied by a Friend under the fourth Article or not, shall be attended by one beater only, and not more than two dogs, when exercising the privileges granted by the License; and in the event of two or more Licensees forming one party, they shall not be attended by more than four dogs, and shall not be attended by more beaters than there are Licensees present. No party shall however consist of more than four guns and four beaters.
- SIXTH—No Licensee shall exercise the privilege of fowling on more than four days in any one week, or before 10 o'clock a.m., or after sunset, or shall sell or make a profit by game or rabbits.
- SEVENTH—No Licensee shall employ as beater any person who shall have been convicted before the Magistrates, or the Court of Verderers, of poaching or other offences against the Forest Laws.
- EIGHTH—If any person named in either of the Schedules hereunder written, or the Friend of any person named in the second Schedule who may be exercising the privileges conferred by the fourth Article, shall at any time commit any breach of the conditions

or provisions herein contained, or shall fowl or fish on any land belonging to Her Majesty in the New Forest to which this License does not extend, then and in every such case such breach or act shall operate as an immediate and absolute forfeiture of the License 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 1st February, One Thousand Eight Hundred and Eighty-seven, as regards Shooting, and 30th September, One Thousand Eight Hundred and Eighty-seven, as regards Fishing, and that no right of or claim to a renewal is to be considered as given or implied. If any Licensee desires to obtain a License for a subsequent Season, such application will, when made, be dealt with on its own merits, and as the Commissioner of Woods may in his discretion think proper.

AND I, the said George Culley, do 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 George Culley, hath here unto set his hand and seal, this 27th day of September, One Thousand Eight Hundred and Eighty-six.

THE FIRST SCHEDULE.

Names.	Addresses.	£
Aitchison, Captain, R.N.	Shrubbs Hill, Lyndhurst	20
Austen, J. H., Esquire	The Polygon, Southampton	20
Beard, R. R., Esquire	Thickthorn, Kenilworth	20
Dallas, Charles, Esquire	Wardour Lodge, Sunningdale	20
Dunbar, G. Duff, Esquire	Lyndhurst	20
Duplessis, J., Esquire	Newtown Park, Lymington	20
Eyre, F. H. D., Esquire	The Lawn, Madeford, Christchurch	20
Hamilton, Captain	South Testwood, Totton, Southampton	20
Henderson, H. R., Esquire	The Grove, Hythe, Southampton	20
Herbert, Honourable A.	Ashley Arnewood Farm, Lymington	20
Meade-Waldo, E. G. B., Esquire	Rope Hill, Lymington	20
Murray, Captain, R.N.	Ringwood, Hants	20
Meyrick, G. A. E. T., Esquire	Lady Cross, Brockenhurst, Hants	20
Pearce, S. H. H., Esquire	Loperwood, Totton, Southampton	20
Pearce, Robert, Esquire	" "	20
Peto Morton, K., Esquire	Littlecroft, Lyndhurst	20
Smith, Walter Baird Bowden, Esquire	Vernalls, Lyndhurst	20
Sweet, Harry Ernest, Esquire	Battransley House, Lymington	20
Salter, Colonel	Westside, Polygon, Southampton	20
Shedden, Lewis, Esquire	Gainsboro' House, Lymington	20
Smyth, Colonel	5, Lower Grosvenor Place, S.W.	20
Smith, H. Bowden, Esquire	Brockenhurst, Hants	20
Smith, W. Bowden, Esquire	" "	20
Thursby, Colonel	Holmhurst, Christchurch	20
Wingrove, H. F., Esquire	Langley, Totton, Southampton	20
Wingrove, F. C., Esquire	" "	20
Wigram, E. R. J., Esquire	Barley, Ringwood	20

THE SECOND SCHEDULE.

Names.	Addresses.	£
Attwood, G., Esquire	Durmast House, Ringwood	30
Blaker, W. C., Esquire	Forest Bank, Lyndhurst	30
Herries, Lieutenant-Colonel F. S.	Linden House, Lymington	30
Howard, J. H., Esquire	Golden Hayes, Bartley, Totton, South-	30
Lascelles, Honorable G. W.	Queen's House, Lyndhurst	
Maitland, Captain	Bartley Manor, Totton, Southampton	30
Shakerley, Colonel	Castle Malwood, Lyndhurst	30
Smith, Captain Bowden, R.N.	Lyburn, Lyndhurst	30
West, T. B., Esquire	Langdown Lawn, Hytle, Southampton	30

THE THIRD SCHEDULE.

Names.	Addresses.
Dart, J. H., Esquire	Beech House, Ringwood
Esdale, W. C. D., Esquire	Burley Manor, Ringwood
Eyre, G. E. Briscoe, Esquire	Warens, Bramshaw, Lyndhurst
Montague, Lord	Beaulieu, Southampton
Paulet, Sir H., Baronet	Testwood, Southampton
Roy, W. G., Esquire	Byams, Marchwood, Southampton
Sclater-Booth, Rt. Hon., M.P.	The Priory, Odiham

(Signed)

GEO. CULLEY.

L.S.

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

(Signed)

I. RUSSELL SOWRAY,
Office of Woods, &c.,
Whitehall 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,

(Signed)

H. G. HEWLETT,
Keeper of the Records.

28th September, 1886.

land belonging to Her
extend, then and in every
and absolute forfeiture of
ch or other act is commit-
l by a Friend exercising
breach or act shall operate
erson named in the second
ll have been accompanied.
consideration paid by any
issioner of Her Majesty's
harge of the New Forest
nt cause being shown, he

his License will absolutely
ed and Eighty-seven, as
ght Hundred and Eighty-
to a renewal is to be
to obtain a License for a
alt with on its own merits,
ink proper.

s Deed shall be deemed
Duplicate thereof in the
r making an entry of such
WITNESS whereof the
27th day of September,

	£
	20
	20
	20
le	20
	20
	20
stebarch	20
outhampton	20
ampton	20
rmington	20
	20
	20
Hants	20
mpton	20
	20
	20
gton	20
mpton	20
on	20
S.W.	20
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on	20
	20
	20

or provisions herein contained, or Majesty in the New Forest, in such case such breach of the License hereby granted, or in case of the breach of the privileges conferred by the License, as an immediate and absolute forfeiture, as is expressed in the Schedule hereto by which the Licensee is to be returned to the Woods, Forests, and Lands, and is to have power to waive or may think fit to do so.

SIXTH—It is to be distinctly understood that the Licenses shall expire on the 1st February next, and 3 years, as regards Shooting, and 7 years, as regards Fishing, and shall be considered as given or renewed for the subsequent Season, such as the Commission.

AND I, the said George Culley, do hereby certify that the said George Culley, hath hereunto deposited by the Keeper of the Office of Land Revenue Records, the sum of One Thousand Eight Hundred

Names.

Aitchison, Captain, R.N.
 Austen, J. H., Esquire
 Beard, R. R., Esquire
 Dallas, Charles, Esquire
 Danbar, G. Duff, Esquire
 Duplessis, J., Esquire
 Eyre, F. H. D., Esquire
 Hamilton, Captain
 Henderson, H. R., Esquire
 Herbert, Honourable A.
 Mordaunt-Waldo, E. G. B., Esquire
 Murray, Captain, R.N.
 Meyrick, G. A. E. T., Esquire
 Pearce, S. H. H., Esquire
 Pearce, Robert, Esquire
 Peto Morton, K., Esquire
 Smith, Walter Baird Bowden,
 Sweet, Harry Ernest, Esquire
 Salter, Colonel
 Shedden, Lewis, Esquire
 Smyth, Colonel
 Smith, H. Bowden, Esquire
 Smith, W. Bowden, Esquire
 Thursby, Colonel
 Wingrove, H. F., Esquire
 Wingrove, F. C., Esquire
 Wigram, E. R. J., Esquire

with 1457/16

Dated 11th September 1886 **This Indenture** made the eleventh day of September One thousand eight hundred and eighty six Between George Matthews of Crybrook near Mitcheldean Forest of Dean in the County of Gloucester, Yeoman, and Stephen Morse of Purton near Lydney in the County aforesaid Railway Contractor of the first part George Cutley Esquire a Commissioner of Her Majesty's Woods, Forests and Land Revenues and Her Majesty's Gavelor of and for the Forest of Dean in the County of Gloucester of the second part and The Queen's Most Excellent Majesty of the third part Whereas the said parties hereto of the first part are the Registered Owners of the Gale of Coal called the Invention Colliery described in called the first Schedule to the Dean Forest Mining Commissioners Award of Coal Mines dated the eighth day of March One thousand eight hundred and forty one And whereas the holders of the said Gale have desisted from working the same for a space exceeding four years at one time in violation of the ninth Rule specified in the Second Schedule to the said Award and the said Gale has become liable to be forfeited to The Queen's Majesty And whereas it has been agreed between the said parties hereto of the first part and the said George Cutley as such Commissioner and Gavelor as aforesaid that in consideration of the forbearance until the thirty first day of December One thousand eight hundred and ninety of the execution of the right of re-entry so accrued as aforesaid to Her Majesty such release and surrender of Shortworkings and such Covenants and Grants shall be executed as are hereinafter contained Now this Indenture witnesseth that the said parties hereto of the first part Do by these Presents according to their respective estates and interests in the said Gale release surrender and renounce unto The Queen's Most Excellent Majesty her heirs and Successors All right and liberty of them the said parties hereto of the first part their heirs and assigns And all persons holding through or under them of making up the shortworkings accumulated up to and including the thirty first day of December One thousand eight hundred and eighty four in respect of the said Gale and which amount to the sum of fifty seven pounds fourteen shillings and six 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,
- 1 That the said right of reentry so accrued to Her Majesty her heirs and successors shall not be deemed to be waived by these Presents or by the receipt of rent or by the registration of any transfer of the said Gale before the registered Owners of the said Gale shall have bona fide resumed the working thereof.
 - 2 That all powers of taking suing for or recovering and all obligations and covenants for payment of Galeage Rents dead or certain rents and royalty or tonnage duty shall be in force and shall apply with reference to the Galeage rent dead or certain rent royalty or tonnage duty hereafter to become due in respect of the said Gale without deduction of the Shortworkings intended to be hereby released or any part thereof.
 - 3 That nothing herein contained shall diminish or postpone any rights or powers of reentry or other rights or powers of Her Majesty her heirs and successors in respect of the said Gale other than the particular right of reentry agreed to be postponed as hereinbefore mentioned.

And it is hereby declared that it is the intention of these Presents that if the registered Owners shall on the thirty first day of December One thousand eight hundred and ninety 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 Inrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Inrolments In witness whereof the said parties hereto of the first and second parts have hereunto set their hands and seals the day and year first above written.

The mark and
 Seal of George X (St.) Matthews Geo Cullley (St.)
 Stephen (St.) Morse

Signed sealed and delivered by the within named George Matthews in the presence of
 Thomas Whalley
 Solicitor
 Mitcheldean, Glos.

Signed

Signed sealed and delivered by the within named
Stephen Morse in the presence of
Peter Forbes
Ludbrook Severn Tunnel, Northkewell
Mechanical Engineer

Signed sealed and delivered by the within named
George Fulley in the presence of
James Robinson
Coachman
Wickwood Hall
Northumberland

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

25th October 1886

Date
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M.C.
Exq
De
Exec

Dated 3rd November 1886

County of Southampton

George Culley Esquire

Commissioner of Her Majesty's Woods

and

W.E. Jenkins Esquire

Deeds of Exchange

This Indenture is made the third day of November 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 in charge of the Land Revenues of the Crown in the County of Southampton of the second part and **William Edward Jenkins** of Lyndhurst in the County of Southampton Esquire of the third part Whereas Her Majesty is seized in right of Her Crown of the freehold and inheritance of the piece of land and premises first hereinafter described and intended to be conveyed to the said William Edward Jenkins And whereas the said William Edward Jenkins is seized to him and his heirs for an estate of inheritance in fee simple in possession free from incumbrances of the piece of land secondly hereinafter described And whereas the said George Culley as such Commissioner as aforesaid has on behalf of the Queen's Majesty agreed with the said William Edward Jenkins to grant and convey in manner hereinafter appearing the piece of land and premises first hereinafter described in exchange for the parcel of land and premises secondly hereinafter described Now this Indenture witnesseth that in pursuance of the said Agreement and in consideration of the conveyance hereinafter made He the said George Culley as such Commissioner as aforesaid in exercise of the powers of the Acts 10 George 4th Chapter 50 and fourteenth and fifteenth Victoria Chap: 42 and of all other powers enabling him in this behalf and with the consent of the Commissioners of Her Majesty's Treasury signified by their Warrant dated the thirtieth day of August One thousand eight hundred and eighty six Doth on behalf of the Queen's Majesty grant and convey unto the said William Edward Jenkins his heirs and assigns All that piece or parcel of land situate at Lyndhurst in the County of Southampton and containing six roods more or less and delineated and colored Red and marked 'A' on the plan drawn in the margin of these Presents To have and to hold the said piece of land and premises subject to all easements and rights (if any) legally existing or exercisable upon or over the same Unto and to the use of the said William Edward Jenkins his heirs and assigns for ever And this Indenture further witnesseth that in further pursuance of the said Agreement and in consideration of the conveyance hereinbefore made He the said William Edward Jenkins as beneficial Owner Doth hereby grant and convey unto Her Majesty her heirs and Successors

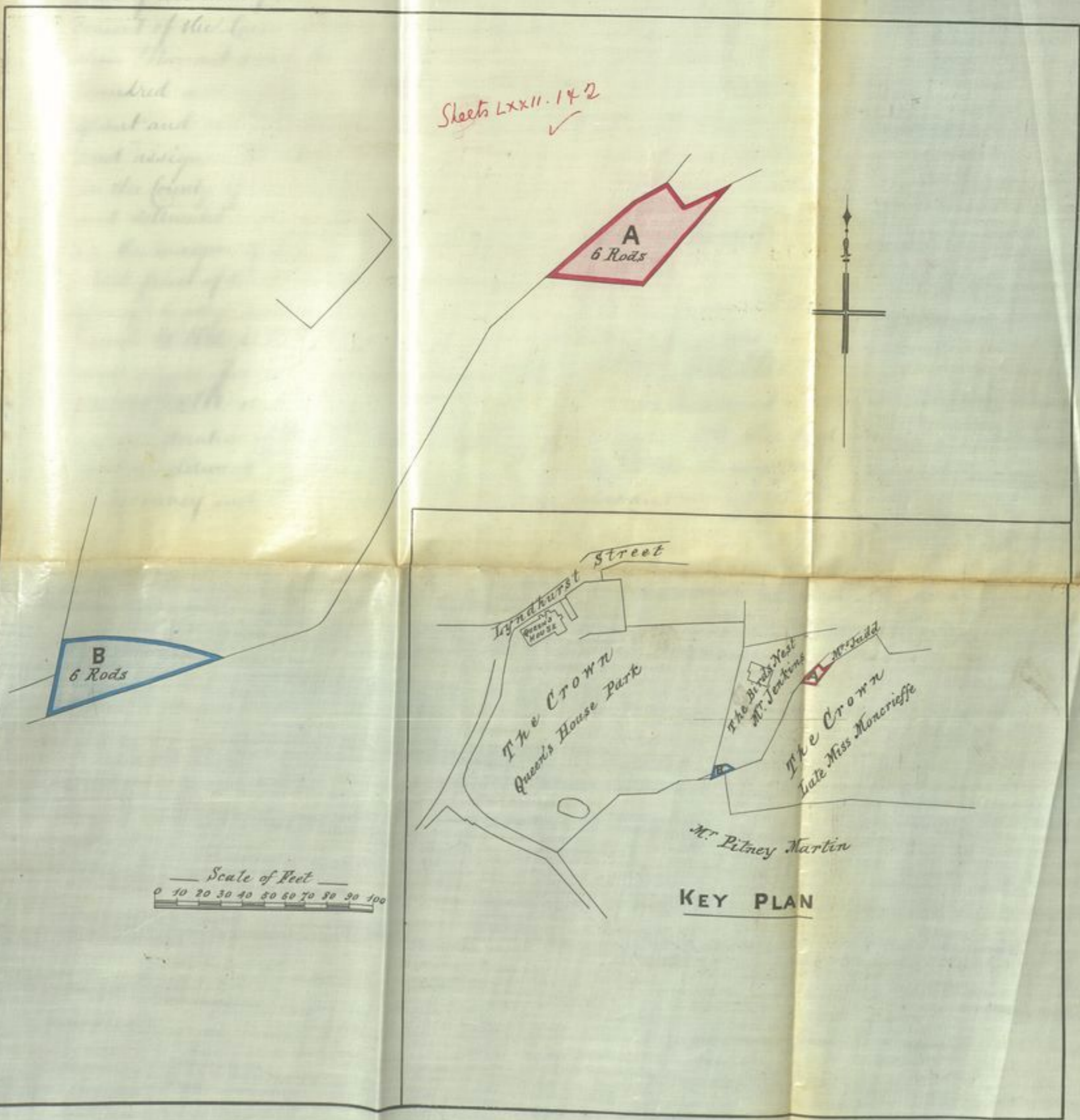
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This Indenture is made the third day of November
 One thousand eight hundred and eighty six Between **The**
Queen's Most Excellent Majesty of the first part **George**
County of Culley Esquire the Commissioner of Her Majesty's Woods, Forests
 and Land Revenues in charge of the Land Revenues of the Crown in the
 County of Southampton of the second part and **William Edward**
George Jenkins of Lyndhurst in the County of Southampton Esquire of the
 third part Whereas Her Majesty is seized in right of Her Crown of
 a certain of Her the freehold and inheritance of the piece of land and premises first
 Majesty's Woods hereinafter described and intended to be conveyed to the said William
 Edward Jenkins and whereas the said William Edward Jenkins
 is seized to him and his heirs for an estate of inheritance in fee
 simple in possession free from incumbrances of the piece of land
 secondly hereinafter described and whereas the said George Culley
 as such Commissioner as aforesaid has on behalf of the Queen's Majesty
 agreed with the said William Edward Jenkins to grant and convey in
 manner hereinafter appearing the piece of land and premises first
 hereinafter described in exchange for the parcel of land and premises
 secondly hereinafter described Now this Indenture witnesseth
 that in pursuance of the said Agreement and in consideration of the
 conveyance hereinafter made He the said George Culley as such
 Commissioner as aforesaid in exercise of the powers of the Act 10

Dated 3rd
 November 1886
 County of Southampton
 George
 Culley Esquire
 W. E. Jenkins
 Esquire
 Deeds
 of
 Exchange

Sheets LXXII. 142 ✓



All that piece or parcel of land containing six roods more or less being part of the land and premises known as the Birds Nest situate at Lyndhurst aforesaid and now in the occupation of the said William Edward Jenkins and which said piece of land is more particularly delineated and colored blue and is marked "B" on the said plan Together with the appurtenances To hold the same piece or parcel of land and premises last hereinbefore described Unto and to the use of the Queen's Majesty her heirs and successors in right of Her Crown And the said George Galley 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.

(St) Geo Galley

W E (St) Jenkins

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

James Robinson

Coachman

Wickwood Hall

Northumberland

Signed sealed and delivered by the within named William Edward Jenkins, the alteration in his address from No 63 Marine Parade Brighton in the County of Sussex to Lyndhurst in the County of Southampton having been first previously made in the presence of

George S. Coxwell

Solr.

Lyndhurst

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

H. G. Hewlett
Keeper of the Records

9th November 1886.

Dated 15th
November
1886.

Forest of Dean
and Hundred
of St. Briavels

The Regist^r
Owner of the
Gale called the
Coleford Iron
Mine

The Queen's
Most Excellent
Majesty

Release
of
Shortworkings

This Indenture made the fifteenth day of November
One thousand eight hundred and eighty six **Between** John
Shingles of Brean in the County of Gloucester, Iron Mine Proprietor
of the first part **George Cutley** Esquire a Commissioner of Her
Majesty's Woods Forests and Land Revenues and Her Majesty's Gaveler
of and for the Forest of Dean in the County of Gloucester of the
second part and **The Queen's Most Excellent Majesty**
of the third part **Whereas** the said John Shingles is the
registered Owner of the Gale called Coleford Iron Mine granted to
Jonathan Masfell on the thirteenth day of October One thousand
eight hundred and fifty six **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 Forest of Dean Mining Commissioners
Award as to Iron Mines dated the twentieth day of July One
thousand eight hundred and forty one **And the said Gale has**
become liable to be forfeited to **The Queen's Majesty** **And whereas**
it has been agreed between the said John Shingles and the said
George Cutley as such Commissioner and Gaveler as aforesaid that
in consideration of the forbearance until the thirtieth day of
June One thousand eight hundred and eighty nine of the
execution of the right of reentry so accrued as aforesaid to Her
Majesty such Release and Surrender of Shortworkings and such
Covenants and Grants shall be executed as are hereinafter contained
Now this Indenture witnesseth that the said John Shingles
doth by these Presents for himself his heirs and assigns release surrender
and renounce unto **The Queen's Most Excellent Majesty** her heirs and
successors **All** right and liberty of him the said John Shingles
his heirs and assigns and all persons holding through or under
him of making up so much of the shortworkings accumulated up
to and including the thirty first day of December One thousand eight
hundred and eighty five in respect of the said Gale as amount to
the sum of One hundred and fifty pounds **Provided always**
and the said John Shingles doth for himself his heirs and assigns
covenant and agree with and to **The Queen's Most Excellent Majesty**
her heirs and successors in manner following that is to say—
1. **That** the said right of reentry so accrued to Her Majesty her
heirs and successors shall not be deemed to be waived by these
Presents or by the receipt of rent or by the registration of any transfer
of the said Gale before the registered Owners of the said Gale shall

- have bonafide resumed the working thereof.
2. That all powers of taking suing for or recovering and all obligations and covenants for payment of Galeage rents dead or certain rents and royalty or tonnage duty shall be in force and shall apply with reference to the Galeage rent dead or certain rent royalty or tonnage duty hereafter to become due in respect of the said Gale without deduction of the shortworkings intended to be hereby released or any part thereof.
 3. That nothing herein contained shall diminish or postpone any rights or powers of reentry or other rights or powers of Her Majesty her heirs and successors in respect of the said Gale other than the particular right of reentry agreed to be postponed as hereinbefore mentioned.

And it is hereby declared that it is the intention of these presents that if the registered Owners shall on the thirtieth day of June One thousand eight hundred and eighty nine 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 bonafide 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 Cutley doth hereby direct that this Deed shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Inrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Inrolments. In witness whereof the said parties hereto of the first and second parts have hereunto set their hands and seals the day and year first above written.

G. Cutley
John Shingles
 Signed sealed and delivered by the within named John Shingles in the presence of - Thos: Ames, Grocer, Bream
 Signed sealed and delivered by the within named George Cutley in the presence of - George Bennett, Office of Woods & 2 Whitehall Place.

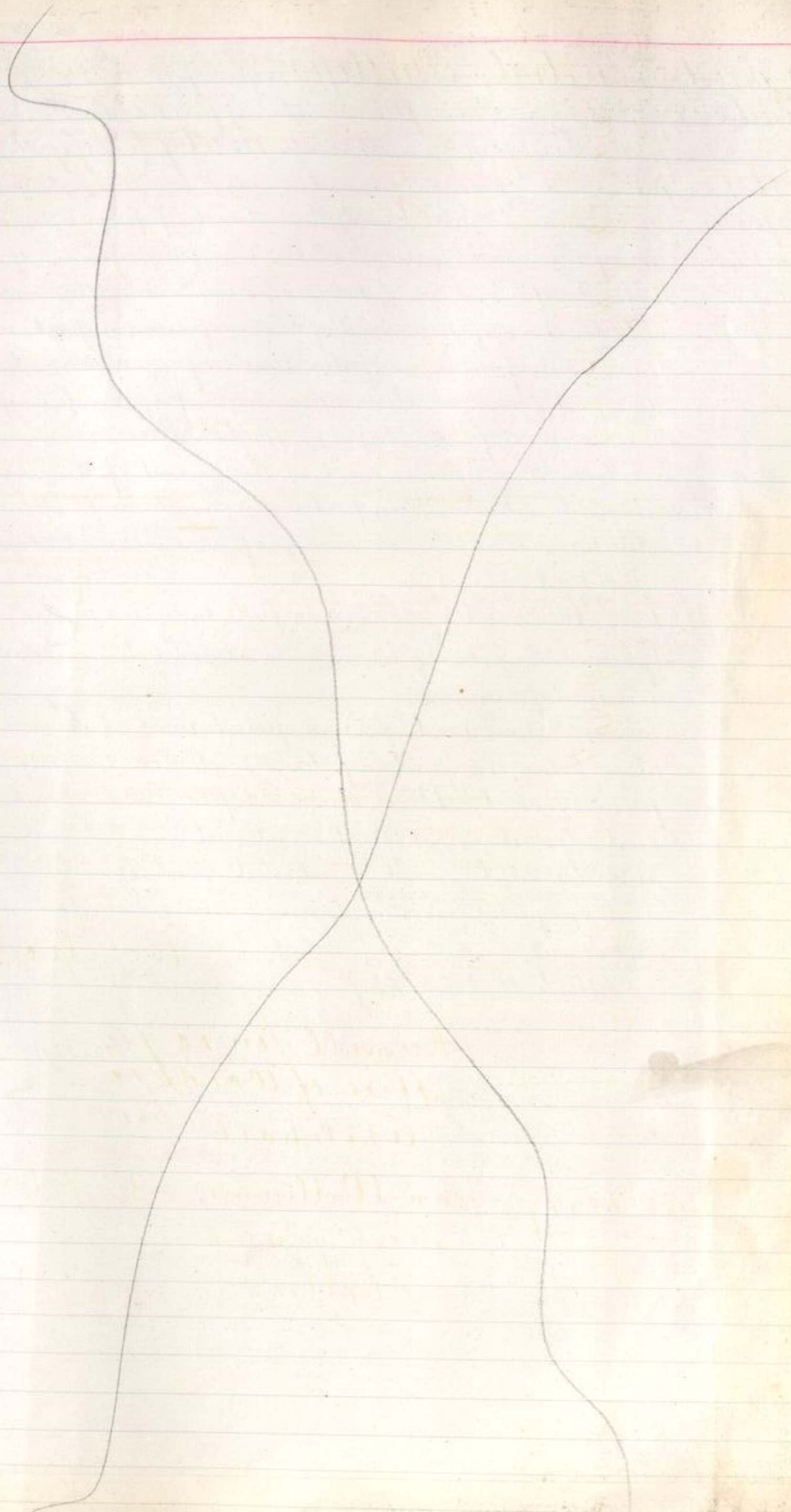
I certify that a duplicate of this deed has been deposited in the Office of Land Revenue Records and Inrolments and an entry thereof made or filed by me.
H. G. Newlett
Keeper of the Records
 18th November 1886

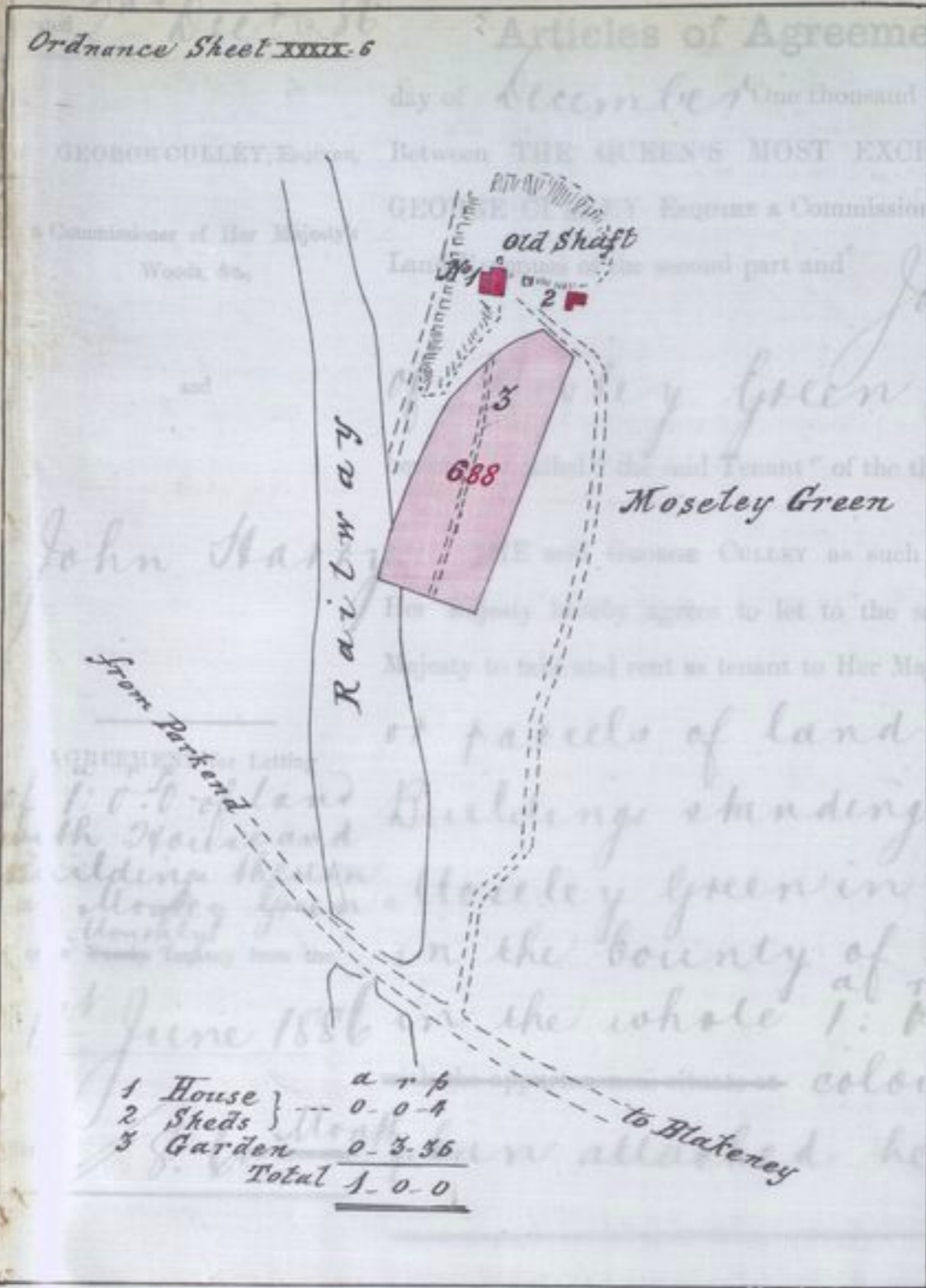
and gates thereon in good
 or damage to the said
 and cultivate the said land
 condition and will also
 the determination of the
 repair and condition to
 said GEORGE CULLEY or
 being of Her Majesty's
 ent of the said premises
 or to whom he or they
 missioners or his or their
 into and inspect the state
 ereon or to place thereon
 l be lawful for the said
 e this tenancy at any one
~~first or any subsequent~~
 nths' previous notice in
 e shall proceed from the
 o the said tenant or left
 ll proceed from the said
 oners of Her Majesty's
 CULLEY doth hereby
 ficiently inrolled by the
 Records and Inrolments
 er of the said Records
 to these presents of
 mes the day and year

Geo Culle

John Ha

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1	House	a r p
2	Sheds	0 0 4
3	Garden	0 3 36
Total		1 0 0

434

34

Articles of Agreement

Between THE QUEEN'S MOST EXCELLENT MAJESTY of the first part
 GEORGE CULLEY Esq. a Commissioner of Her Majesty's Woods Forests and
 JOHN HARRY Esq. of the second part and
 JOHN HARRY Esq. of the third part

Second
 Eighty six
 MAJESTY of the first part
 Majesty's Woods Forests and
 John Harry
 Moseley Green near Taskend, Collier

John Harry
 GEORGE CULLEY as such Commissioner as aforesaid on behalf of
 who hereby agrees with Her
 Majesty to let and rent as tenant to Her Majesty ALL ~~THAT~~ those pieces
 or parcels of land with the House and
 Buildings standing thereon situated at
 Moseley Green in the Forest of Dean
 in the County of Gloucesters containing
 the whole 1. 0. 0 or thereabouts and
 coloured pink on the

lately in the
 in Shropshire Gale or Collier
 the hereditaments to the said

tenant _____
 from the First day of June 1886 as tenant
 from ~~year~~ to ~~year~~ (the tenancy being however determinable as after mentioned) at
 the monthly rent of eight shillings & sixpence to be paid to the Town Receiver
in Dean Forest free from all taxes rates and deductions whatsoever
 (except Landlord's property tax) by equal ~~Quarterly~~ payments on the last
 day of every month the _____ day of _____
 the _____ day of _____ and the _____ day
 of _____ in every year the first Monthly payment to be due on the
Thirtieth day of June 1886 AND the said
 tenant hereby agrees that he will pay to the Queen's Majesty the said monthly rent
 of eight shillings & sixpence 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 Monthly day of payment next preceding
 the expiration of the said tenancy and the day on which the same shall expire

Dated 2nd Decr 1886

Articles of Agreement made the Second day of December 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

John Harry
of Moseley Green near Taskend, Collier
hereinafter called "the said Tenant" of the third part

John Harry

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~~ those pieces

AGREEMENT for Letting
of 1:0:0 of land
with House and
Buildings thereon
at Moseley Green
on a ~~Yearly~~ Monthly Tenancy from the

or parcels of land with the House and
Buildings standing thereon situated at
Moseley Green in the Forest of Dean
in the County of Gloucesters containing
1:0:0 in the whole 1:0:0 or thereabouts and
coloured pink on the
plan attached hereto

1st June 1886
Rent £ 8:6 per Month

_____ lately in the
occupation of the Owners of the New man Shropshire Gale or Collier
together with the fixtures therein TO HOLD the same hereditaments to the said
tenant _____

from the First day of June 1886 as tenant
from ~~_____~~ to ~~_____~~ (the tenancy being however determinable as after mentioned) at
the ~~yearly~~ monthly rent of eight shillings & sixpence 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 last
day of every month the _____ day of _____
the _____ day of _____ and the _____ day
of _____ in every year the first Monthly payment ~~to be due~~ having fallen
Thirtieth day of June 1886

AND the said
tenant hereby agrees that he will pay to the Queen's Majesty ~~the said yearly~~ monthly rent
of eight shillings & sixpence 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 Monthly ~~Quarterly~~ day of payment next preceding
the expiration of the said tenancy and the day on which the same shall expire

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.

4th December 1886 (sd) H. G. Hewlett

Keeper of the Records.

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~~ ^{Monthly} days hereinbefore mentioned either in the first or any subsequent ~~year~~ ^{one} thereof by giving to the other of them ~~three~~ ^{one} 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.

(sd) Geo Cull

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

J Russell Sowray
Office of Woods
Whitehall Sec

Signed by the above-named John Harry in the presence of

John Williams (sd) John Harry
Mortley Green
Collier.

hereof made or filed by me.
18th November 1886

H. G. Hewlett
Keeper of the Records

Dean Forest Roads

County Surveyor's Certificate for Sea Bailey and Bilson Green Roads.

23 Dec: 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 that in pursuance of an Agreement made the eighth day of May One thousand eight hundred and eighty four between Sir Henry Brougham Bart, K.C.B, the Commissioner of Her Majesty's Woods, Forests and Land Revenues then having the management and direction of the Forest of Dean of the one part and the Guardians of the Poor of the Westbury on Severn Union of the other part, and on the application of George Sulley Esquire, the Commissioner of Her Majesty's Woods, Forests and Land Revenues to whom the management of the Forest of Dean is now assigned, I have inspected the roads or portions of roads situate within the Township of East Dean hereinafter mentioned, namely,

1. The road from Cinderford Bridge to the Bilson Green Turnpike Gate as indicated by blue color on the annexed plan.
2. A new road from a point marked C on the said plan below the railway bridge at Sea Bailey to a point marked D on the said plan near Bailey Pound. and that the said first mentioned road has been repaired and the said second mentioned road has been made and completed in accordance with the before mentioned Agreement and to my satisfaction.

Dated this 23rd day of December 1886.

(Signed)
Robert Phillips
County Surveyor

Dean Forest
Roads
County
Surveyor's
Certificate for
Biloon Green
Roads.

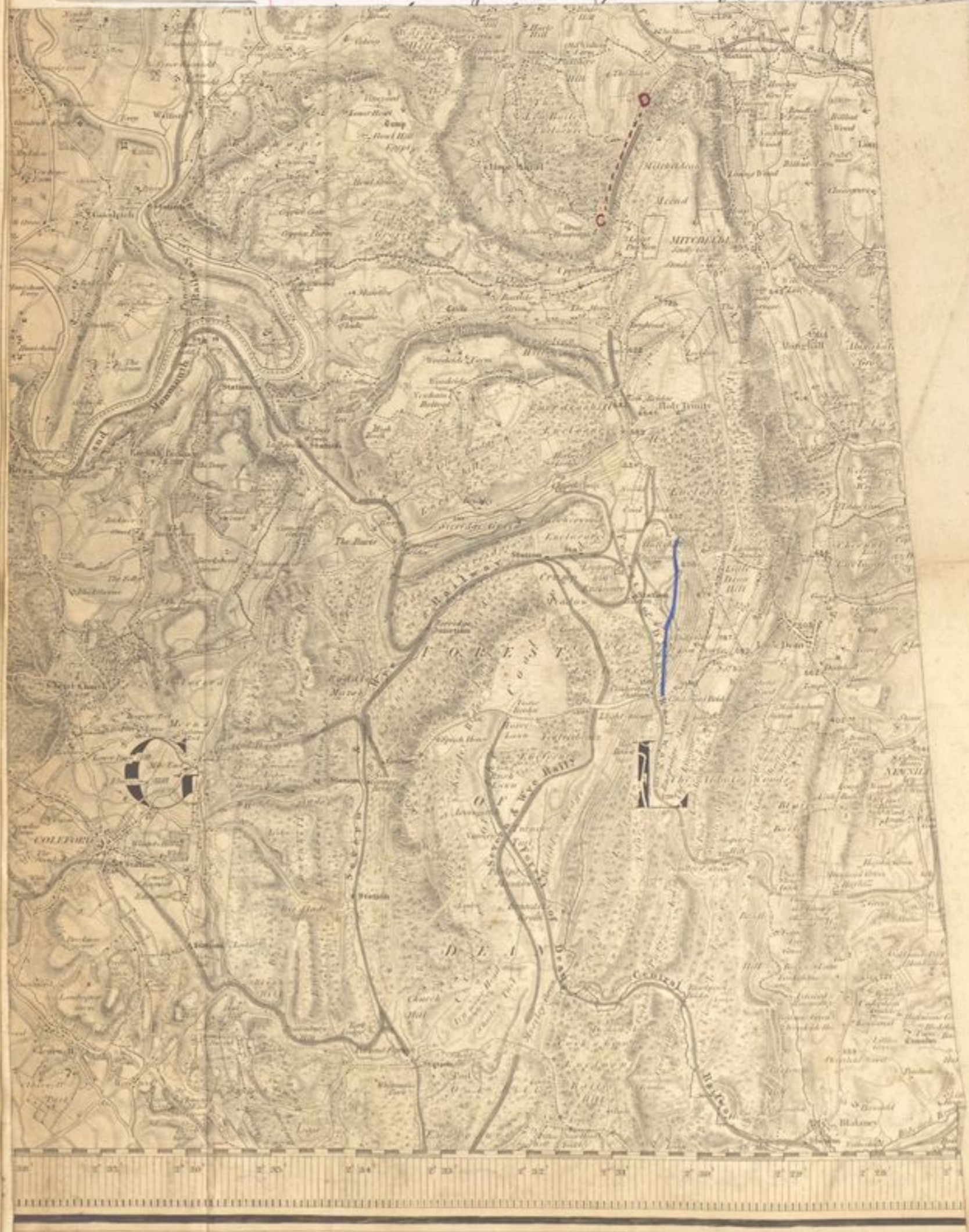
Robert Phillips, Surveyor for the time being of Bridges and other Public Works appointed by the Justices for the County of Gloucester Do hereby certify that in pursuance of an Agreement made the eighth day of May One thousand eight hundred and eighty four between Sir Henry Brougham Bart, K.C.B, the Commissioner of Her Majesty's Sea & Bayley and Woods, Forests and Land Revenues then having the management and direction of the Forest of Dean of the one part and the Guardians of the Poor of the Westbury on Severn Union of the other part, and on the application of George Fulley Esquire, the Commissioner of Her Majesty's Woods, Forests and Land Revenues to whom the management of the Forest of Dean is now

23 Dec: 1886

portions of roads hereinafter

the Biloon color on the

on the said ley to a Bailey Pound. has been repaired & new made as mentioned



Scale of one inch to a Statute Mile

Sched

This Indenture

Dated 6th December 1886

High Meadow Estate

George Fulley Esq. a Commissioner of Her Majesty's Woods & Forests

Mr. Shadrach Hughes

Lease of Coal in the Coleford High Delf Seam within a tract of land containing 15 acres.

Commences 1st July 1886

Term of years 15 years ends 1st July 1901

Rent £40 per annum & 5/- per acre for surface works

Royalty 1/- per ton on all coal raised

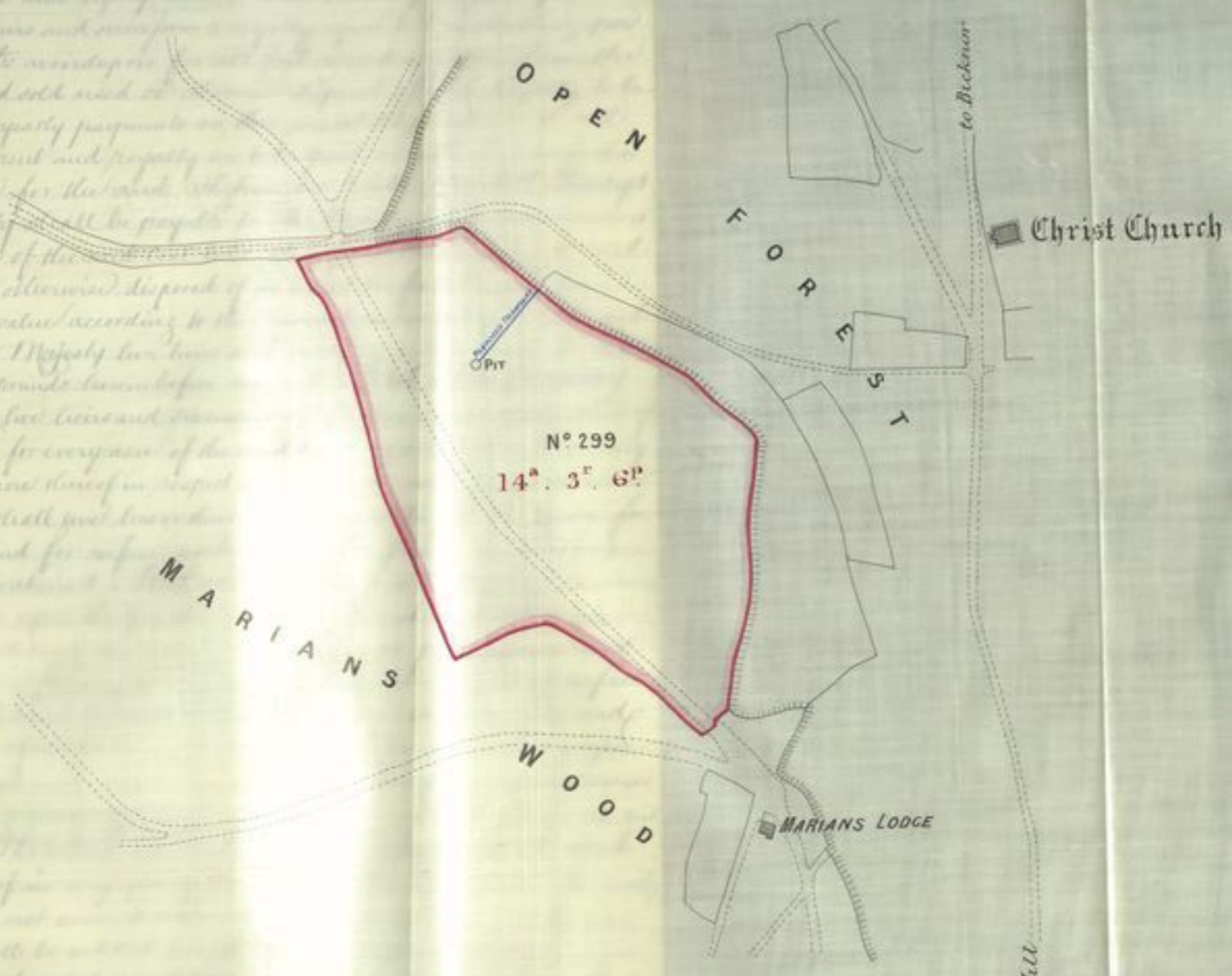
Determinable as within mentioned

made the sixth day of December One thousand eight hundred and eighty six Between The Queen's Most Excellent Majesty of the first part George Fulley Esquire a Commissioner of Her Majesty's Woods Forests and Land Revenues of the second part and Shadrach Hughes of Joyford near Coleford in the County of Gloucester Colliery Contractor herein after called the Lessee of the third part Witnesseth that in consideration of the rent and royalty hereinafter reserved and of the Covenants hereinafter contained He the said George Fulley as such Commissioner as aforesaid in exercise of the powers of an Act of Parliament of the tenth year of the reign of His late Majesty King George the Fourth Chapter 50 and of an Act of the fourteenth and fifteenth years of the reign of Her present Majesty Chapter 112 and of all other powers enabling him in this behalf and with the consent of the Commissioners of Her Majesty's Treasury signified by their Warrant dated the fifth day of July One thousand eight hundred and eighty six Doth on behalf of Her Majesty demise and lease unto the said Lessee his executors administrators and assigns All and singular the coal in the Coleford High Delf Seam within under or upon that tract or parcel of land containing in the whole fourteen acres three roods and six perches or thereabouts being part of an Estate belonging to Her Majesty called The High Meadow Estate situate in the Parish of Newland in the County of Gloucester Which said land is delineated on the plan annexed to these Presents and is thereon edged with a red line Together with full power and authority to search for dig and carry away all the coal in the said Coleford High Delf Seam hereinafter demised and for that purpose to reopen the Pit already existing in or upon the said tract or parcel of land and shown upon the said Plan And together also with the lawful use of all roads streams and watercourses upon the same land and full power and authority to make and erect all necessary Buildings and Machinery Roads and Watercourses on the said land and also the tramway hereinafter authorized and generally to use the said land for any purposes connected with the convenient working of the coal hereinafter demised and for the disposition and making merchantable thereof including the disposition of rubbish upon the said land produced in working and getting the said coal (so far as the Lessor can authorize the same) The Lessee making reasonable satisfaction and recompense to such persons (if any) as may be lawfully entitled thereto for any damage which

they may sustain by reason of the exercise of the powers
 hereby granted Provided always and it is hereby
 declared and agreed that the Land to be used or
 occupied for the Surface works of the said Mine shall be
 selected by the Lessor and that no Pit or Shaft shall be sunk
 upon and no Building or other Work shall be erected
 upon nor shall any part of the said land hereinbefore
 described be used for the purposes connected with the working
 of the said Coal or the disposition or making merchantable
 thereof or the disposition of rubbish on the said land without
 the previous consent in writing of the Lessor Saving nevertheless
 and reserving to the Queen's Majesty her heirs and successors
 All Minerals Stone and other substrata within or under
 the said land in the Coleford High Delf Seam other than the
 Coal hereby demised Together with full power to search for
 work get and make the same merchantable and to carry
 away the same And also reserving all other rights and
 privileges in respect of the said land now belonging to Her
 Majesty other than those hereby granted together with full
 power for the Lessor his grantees and Lessees to pass over and
 along the said Tramway to be made as hereinafter provided
 and all or any of the Roads or Watercourses which may be
 made or used by the Lessee upon payment to him of
 reasonable compensation for the same And also reserving
 full power for the Lessor to take from time to time any part
 or parts of the said land which may have been appropriated
 under the authority of these presents but in such case making
 compensation for the same To hold and enjoy the said
 premises hereinbefore demised unto the Lessee his executors,
 administrators and assigns (who are hereinafter unless otherwise
 mentioned included in the term Lessee) from the first day of
 July One thousand eight hundred and eighty six for the term
 of Fifteen years determinable as hereinafter mentioned
 Paying therefor unto the Queen's Majesty her heirs and
 successors during the said term the clear yearly rent of Forty
 pounds Which said yearly rent shall be paid by two equal
 half yearly payments on the first day of January and the
 first day of July in every year free from all deductions or
 abatements whatsoever the first half yearly payment of the said
 Rent to be made on the first day of January One thousand

eight hundred and eighty seven And also paying to Her Majesty her heirs and successors a royalty equal to One shilling per ton of 2240 lbs avoirdupois for all coal raised or gotten from the said land and sold used or otherwise disposed of such Royalty to be paid by half yearly payments on the several days aforesaid all which said rent and royalty are to be paid into the hands of the Crown Receiver for the said Highmeadow Estate Provided always that no Royalty shall be payable to Her Majesty her heirs or successors upon so much of the said coal to be gotten from the said land and sold used or otherwise disposed of as would be from time to time sufficient in value according to the reservation hereinbefore contained to yield to Her Majesty her heirs and successors a sum equal to the rent of Forty pounds hereinbefore reserved And also paying to Her Majesty her heirs and successors the further clear yearly rent of five shillings for every acre of the said tract or parcel of land or any portion of an acre thereof in respect of which the said Commissioner or Commissioners shall give his or their consent in writing to the Lessee for use of such land for surface works under the proviso for that purpose hereinbefore contained And also paying to Her Majesty her heirs and successors upon the grant of any such consent and before entering upon any such land the sum of Thirty pounds for every acre and so in proportion for any part of an acre for and in respect of surface damage to all land to which such consent may extend or refer and also the value of all timber or timberlike trees growing or being upon any such land such value to be assessed by the Crown Deputy Surveyor for the said Highmeadow Estate whose assessment shall be final and conclusive Provided also And it is hereby declared and agreed that if in any year of the said term hereby granted the said Royalty shall not amount to the certain rent payable in such year the Lessee shall be entitled to make up such deficiency or deficiencies from the surplus of the said Royalty over and above the certain Rent payable in the two years or either of them next succeeding the year in which such deficiency or deficiencies shall have occurred but the Lessee shall not be entitled to apply the Surplus of the said Royalties over and above the certain rent in any year or years of the said term in aid of or in making up the deficiency or deficiencies in any subsequent year or years And the said Lessee hereby covenants with the Queen's Majesty her heirs and successors in manner following that is to say
 To pay unto The Queen's Majesty her heirs and successors the

eight hundred and fifty acres, but also property to the
 Majesty her heirs and assigns for ever, and in the year
 ten of 2040 the said lands for all that should be
 said land and sold and sold and sold and sold and sold
 paid by half yearly payments or payments or payments or payments
 which said rent and property and property and property and property
 Crown Revenue for the said land, all payments and payments and payments
 that were payable for the said land, all payments and payments and payments
 upon or made of the said land, all payments and payments and payments
 sold, used or otherwise disposed of, all payments and payments and payments
 sufficient in value according to the said land, all payments and payments
 to yield to the Majesty her heirs and assigns for ever, and in the year
 ten of 2040 the said lands for all that should be said land and sold and
 sold and sold and sold and sold and sold and sold and sold and sold
 to the Majesty her heirs and assigns for ever, and in the year ten of 2040
 five shillings for every acre of the said land, all payments and payments
 portion of an acre thereof in respect of the said land, all payments and
 commissions shall give less or more of such land for the said land
 and commissions shall give less or more of such land for the said land
 upon any such land, all payments and payments and payments and payments
 or in part of the said land, all payments and payments and payments and payments
 damage to the said land, all payments and payments and payments and payments
 also the said land, all payments and payments and payments and payments
 any such land, all payments and payments and payments and payments
 for the said land, all payments and payments and payments and payments
 conclusion. It is also agreed that if in any year the said land
 royalty shall not amount to the said land, all payments and payments
 the said land shall be sold and sold and sold and sold and sold and sold
 from the surplus of the said land, all payments and payments and payments
 possible in the two years next following, in which such deficiency
 shall not be satisfied, all payments and payments and payments and payments
 over and above the said land, all payments and payments and payments
 here or out of or in consequence of the said land, all payments and payments
 subsequent years of the said land, all payments and payments and payments
 the said land, all payments and payments and payments and payments



Scale 3 Chains to an Inch.

said rent and royalty hereinbefore respectively reserved and made payable upon the respective days and times and in the proportions hereinbefore appointed for payment thereof respectively without any deduction or abatement whatsoever, AND that if default shall be made for the space of twenty one days in payment of the aforesaid Rent and royalty or either of them it shall be lawful for the lessor or his Agent from time to time to distrain any Machinery Engines tramplates & implements utensils carts carriages horses or other live or dead stock and all the foal which shall have been gotten and shall be found upon or under the land hereinbefore described in the said Colford High Delf Seam or upon any other land which may for the time being be in the occupation of the lessee and all other the goods chattels and effects of the said lessee wheresoever the same may be found and the goods and chattels distrained to sell and dispose of towards satisfaction and payment of the arrears of the said rent and royalty and of all costs and charges incident to or occasioned by such distress and sale.

2. In the event of the Lessee obtaining the consent of the Lessor for the use of any part of the said land for surface works as aforesaid to forthwith pay to the Queen's Majesty for surface damage Forty pounds per acre and so in proportion for any less quantity than an acre and also to pay the value of the timber timberlike trees and underwood upon the said land assessed by the Deputy Surveyor for the said Highmead or Estate under the proviso for that purpose hereinbefore contained.
3. It shall be lawful for the Lessee to construct a tramway upon the said land in the direction shown by the blue line upon the said plan and in the event of the Lessee doing so he shall construct such tramway at his own expense in all things and according to such Plans Sections gradients and Specifications and with such Gates and fences on the sides thereof and other appurtenances and with such materials and laid with such rails and tramplates and generally in such manner as shall be required by or previously approved in writing by the Lessor and to complete the same to his or their satisfaction.
4. To pay during the said term the land tax and all other taxes rates rent charges assessments and impositions whatsoever now or hereafter to be charged or imposed in respect of the said demised premises either under any existing or future Act of

Parliament (except the Landlords property tax)

5. To Search for and dig forthwith Coal in proper and likely places in the said Coleford High delf seam within and under the said land and with at the least two good and able bodied Miners and Workmen continuously employed fairly and efficiently to work and carry on all the works in the said seam for the time being opened within and under the said land according to the best improved system of working in the Forest of Dean and to the satisfaction of the Lessor.
6. To Keep fair and legible Books of Account with true and regular entries of the weight measure and quantity of the Coal which shall be gotten and raised from the said Coleford High delf seam under the land hereinbefore demised and of the person or persons to or by whom and of the times and prices (if any) at and for which the same shall be sold used or disposed of and at all times when required to produce and shew such Books of Account to Her Majesty's Agent for the time being and permit or suffer him to take any Extracts therefrom or copies thereof and give any explanation that may be required in relation thereto.
7. To deliver into the Office of the Commissioners of Woods or to Her Majesty's said Receiver or Agent within ten days next after the thirtieth of June and thirty first of December in each year and at such other time or times during the said term as the Lessor shall by Notice in writing require the same and also within ten days after the expiration or other sooner determination of the said term a true and fair account in writing containing the several particulars aforesaid of all the Coal which during the preceding half year and during such times as shall be required by such notice as aforesaid shall have been gotten and raised cleaved dressed or otherwise made marketable and sold used or disposed of clearly expressing in such Account the number weight measure and quantity of the same respectively and the person or persons to or by whom and the times and prices (if any) at and for which the same respectively shall have been sold used or disposed of such Account being from time to time if required first verified in writing under the hands or hand of the Lessee or his chief or only Agent for the time being and within the same periods and at such other time or times as aforesaid to deliver if required into the Office of the Commissioners of Woods or to Her Majesty's Receiver or Agent a true and correct plan and measurement and section plotted to a scale of 3 Chains to an inch signed by the said Lessee of the lands under or from which the said coal shall

have been gotten as aforesaid and of the workings and cuttings of and in the said Mine or Seam distinctly showing the course and extent thereof and also to keep a like Plan and measurement and section fully dialled up at the Mine or works and permit the Lessor or his Receiver or Agent at all times to inspect the same.

8 To erect at his expence at such points as shall be indicated by the Lessor or his Agent legibly marked with a Broad Arrow substantial boundary posts or stones and during the said term maintain the same posts or stones in good order and repair.

9 At the expiration or sooner determination of the term hereby granted and to the satisfaction in all things of the Lessor to remove all Buildings and works upon the said Land or any part thereof over which the Lessee may have acquired Surface rights under the power for that purpose hereinbefore contained and to restore the surface thereof as far as practicable to the condition it was in at the commencement of the term hereby granted and also to securely fence in all Shafts and Openings in or upon the said land and the said land so restored and fenced in peaceably and quietly give up and surrender unto the Lessor or to such person or persons as he shall appoint to receive the same.

10 That it shall be lawful for the Lessor and his Agent at all reasonable times with or without Workmen or Assistants to enter into and inspect the said Mines Works and premises and the state and condition thereof and that the Lessee will render every reasonable assistance to the Lessor and his Agents and Workmen or Assistants in the examination aforesaid when required.

11 NOT to commit any unnecessary damage spoil or waste in ^{described in the carrying on of the said works and the exercise of the powers hereinbefore} or upon the land hereinbefore granted and to fence round or fill up level and cover in in a proper and substantial manner to the satisfaction of the Lessor or his Agent all such Pits Loughs and other works as may have been wrought out or can no longer be worked to advantage and to make reasonable and fair satisfaction and compensation to any person lawfully entitled thereto on account of any injury or damage which may be sustained by him by reason or in consequence of the said Works or in the execution of the powers and authorities hereinbefore granted and indemnify the Lessor from all actions claims and demands on account of any such injury or damage.

12 NOT at any time to assign these presents or to underlet or

otherwise part with the Mines Works matters and premises hereinbefore demised or any part thereof respectively 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 but such consent shall not be arbitrarily withheld.

13 To procure at their own costs and charges all Assignments which with such consent as aforesaid shall be made of these Presents or of the premises hereby demised or any part thereof and all Probates of Wills and Letters of Administration affecting this Lease or the term hereby granted to be within six calendar months from the respective dates thereof enrolled in the Office of Land Revenue Records and Inrolments and Minutes or doquets thereof respectively to be entered in the Office of the said Commissioners.

14 Nothing herein contained shall preclude the Lessor from granting the use of the Roads Streams and Watercourses made or to be made on the said land and power to make Roads and Watercourses thereon to any other person or persons as he may think fit or from granting to any other person or persons any rights of way leave or waterleave through or over the Mine and hereditaments hereby demised paying or reserving therefor to the Lessee such reasonable compensation (if any) as may be agreed on or as may be fixed by two indifferent persons one to be chosen by the Lessor and the other by the Lessee or by an Umpire to be nominated by such two persons before they proceed upon their Valuation.

Provided always that if the aforesaid Rent and Royalty or any part thereof respectively shall not be duly accounted for or shall be unpaid for twenty days next after any of the days or times whereon the same respectively ought to be paid as aforesaid or in case the Lessee shall fail to perform and keep the several covenants hereinbefore contained or any of them or if whilst the demised premises or any part thereof are vested in him for all or any part of the term hereby granted he shall be adjudged Bankrupt or a Trustee shall be appointed under a liquidation of his affairs by arrangement or if any Company shall be formed for working the coal hereby demised and such Company shall be wound up or if the Lessee shall either voluntarily or involuntarily do or suffer to be done any act matter or thing whereby or in consequence whereof the present Lease or the interest of the Lessee in the premises hereby demised shall without such consent as aforesaid become vested in any person or persons whomsoever except by bequest or by representation as Executor

or Administrator then and in any of the said cases it shall be lawful for the Lessor to enter into and upon and retain possession of such premises hereby demised together with all Engines Tools Machinery and other working gear Coal and other matters then being on the said premises for her and their absolute use And that if any recentry shall be made under the proviso lastly hereinbefore contained there shall be payable by the Lessee to the Queen's Majesty in addition to any rent or royalty then due in respect of the said premises a proportionate part of the accruing rent and royalty for the then current half year from the last half yearly day for payment of rent and royalty up to the day on which such recentry shall have been made.

Provided also And it is hereby further agreed and declared that it shall be lawful for the Lessee to determine the term hereby granted on the first day of July or the first day of January in any year thereof by leaving for the Lessor at the Office of the Commissioners of Woods in Whitehall Place, Westminster, six calendar months previous notice in writing for that purpose and upon the expiration of such notice, and upon payment of the rent and royalty then due the said term shall cease and determine but without prejudice to any right of action or other remedy of Her Majesty for any breach of Covenant previously committed And it is hereby agreed and declared that the term "the 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 Lessee under these Presents shall devolve with the leasehold interest hereby created and be accordingly enjoyed observed and performed by the person or persons in whose such interest shall for the time being be vested And the said George Lulley 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.

(Sd.) Geo. Lulley

Shadrach (Sd.) Hughes

Signed sealed and delivered by the within named George
Coutley in the presence of
J Russell Lowray
Office of Woods &
Mitchell Place

Signed sealed and delivered by the within named Thaddeus
Hughes in the presence of
Wm Roberts Junr
Solicitor
Soleford

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

AD

17th December 1886

A. G. Hewlett
Keeper of the Records