

Dated 27th October 1887 **This Indenture** made the twenty seventh day of October One thousand eight hundred and eighty seven Between Edward Carleton Holmes of 12 Bedford Row in the County of Middlesex Solicitor of the first part George Culley Esquire a Commissioner of Her Majesty's Woods, Forests and Land Revenues and Her Majesty's Gaveller of and for the Forest of Dean in the County of Gloucester of the second part and The Queen's Most Excellent Majesty of the third part Whereas the said Edward Carleton Holmes is the registered Owner of the Gale of Coal called Extension Colliery granted to John Frowen on the eighth day of July One thousand eight hundred and forty five And whereas the holders of the said Gale have not bona fide commenced opening the same in violation of the Fourth Rule specified in the Second Schedule to the Dean Forest Mining Commissioners Award of Coal Mines dated the eighth day of March One thousand eight hundred and forty one and of the Award of the Forest of Dean Mining Commissioners of 1871 dated the eleventh day of June One thousand eight hundred and seventy two and the said Gale has become liable to be forfeited to the Queen's Majesty And whereas it has been agreed between the said Edward Carleton Holmes and the said George Culley as such Commissioner and Gaveller as aforesaid that in consideration of the forbearance until the eleventh day of June One thousand eight hundred and ninety two 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 Edward Carleton Holmes 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 Edward Carleton Holmes 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 six in respect of the said Gale as amount to the sum of Forty five pounds Provided always and the said Edward Carleton Holmes doth for himself his heirs and assigns Covenant and agree with and to the Queen's Majesty 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 Owner of the said Gale shall have bonâ fide commenced the opening thereof.

2 That all powers of taking mine for or recovering and all obligations and covenants for payment of Galeage rents dead or certain rents and royalty or tonnage duty shall be enforced 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 recentry or other rights or powers of Her Majesty her heirs and successors in respect of the said Gale other than the particular right of recentry agreed to be postponed as hereinbefore mentioned. AND it is hereby declared that it is the intention of these presents that if the registered Owner shall on the eleventh day of June One thousand eight hundred and ninety two 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 he holds and shall have bonâ fide commenced the opening thereof before that date the particular right of recentry so agreed to be postponed as hereinbefore mentioned shall not be exercised. AND the said George Gullely doth hereby direct that this Deed shall be deemed to be fully and sufficiently inrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Inrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Inrolments. In witness whereof the said parties hereto of the first and second parts have hereunto set their hands and seals the day and year first above written.

E. Carleton (St.) Holmes

Geo Gullely (St)

Signed sealed and delivered by the within named Edward Carleton Holmes in the presence of - W^m M Baily, Clerk to Mess^{rs} E. Carleton Holmes & Son 12 Bedford Row, W.C., Londⁿ

Signed sealed and delivered by the within named George Gullely in the presence of - J. A. Gullely, Westwood Hall, Northumberland.

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

A. G. Newlett

Keeper of the Records

1st Nov: 1887

Dated 27th
Oct. 1887

Rule 4
Forest of Dean
and Hundred
of St Briavels

The Registered
Owner of the Gale
of Coal called the
Emperor Colliery

The Queen's
Most Excellent
Majesty.

Release of
Shotworkings

This Indenture made the twenty seventh day
of October One thousand eight hundred and eighty seven
Between Edward Carleton Holmes of 12 Bedford Row
in the County of Middlesex, Solicitor, of the first part George
Culley Esquire a Commissioner of Her Majesty's Woods Forests
and Land Revenues of 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 Edward Carleton Holmes is the Registered Owner of the
Gale of Coal called Emperor Colliery granted to John Ellway on the
seventeenth day of December One thousand eight hundred and forty
four And whereas the holder of the said Gale has not
bonâ fide commenced opening the same in violation of the
fourth Rule specified in the Second Schedule to the Dean Forest
Mining Commissioners Award of Coal Mines dated the eighth
day of March One thousand eight hundred and forty one and of
the Award of the Forest of Dean Mining Commissioners of 1871
dated the eleventh day of June One thousand eight hundred and
seventy two And the said Gale has become liable to be forfeited
to the Queen's Majesty And whereas it has been agreed
between the said Edward Carleton Holmes and the said George
Culley as such Commissioner and Gaveler as aforesaid that in
consideration of the forbearance until the eleventh day of June
One thousand eight hundred and ninety two of the Execution of
the right of reentry so accrued as aforesaid to Her Majesty
such Release and Surrender of Shotworkings and such Covenants
and Grants shall be executed as are hereinafter contained
Now this Indenture witnesseth that the said Edward
Carleton Holmes 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 Edward Carleton Holmes his heirs and
assigns and all persons holding through or under him of making
up so much of the Shotworkings accumulated up to and
including the thirty first day of December One thousand eight
hundred and eighty one in respect of the said Gale as amount to
the sum of One hundred and fifty pounds Provided always
and the said Edward Carleton Holmes 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 bonâ fide commenced the opening thereof.

2. That all powers of taking suing for or recovering and all obligations and covenants for payment of Galeage 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 Owner shall on the eleventh day of June One thousand eight hundred and ninety two 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 he holds and shall have bonâ fide commenced the opening 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 Fulley doth hereby direct that this Deed shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Inrolments and the filing or making an entry of such deposit 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.

E Carleton (S) Holmes

Geo. Fulley (S)

Signed sealed and delivered by the within named Edward Carleton Holmes in the presence of - Wm. M. Baily, Clerk to Mess^{rs} E Carleton Holmes of 12 Bedford Row, W.C., Lond

Signed sealed and delivered by the within named George Fulley in the presence of - J. A. S. Fulley, Westwood Hall, Northumberland

I certify that a duplicate of this deed has been deposited in the Office of Land Revenue Records and Inrolments and an entry thereof made or filed by me.
10th Nov 1892.
H. G. Shuttleth
Keeper of the Records

Dated 7th **This Indenture** made the seventh day of November
 November 1887 One thousand eight hundred and eighty seven Between
 Grantley Prest of Bream near Sydney in the County of
 Forest of Dean Gloucester Brewer's Agent Louisa Prest of Bream aforesaid
 and Hundred Midow, and James John James of Sydney aforesaid Solicitor
 of St. Briavels of the first part George Cullley Esquire a Commissioner of Her
 Majesty's Woods Forests and Land Revenues and Her Majesty's
 The Registered Gaveller of and for the Forest of Dean in the County of Gloucester
 Owners of the of the second part and The Queen's Most Excellent Majesty
 Gale of Coal called of the third part Whereas the said parties hereto of the first
 the Skinners part are the registered Owners of the Gale of Coal called Skinners
 Garden Colliery Garden Colliery granted to Samuel Prest William Prest and
 Isaac Prest on the thirtieth day of August One thousand eight
 hundred and forty two And whereas the holders of the
 The Queen's said Gale have not bonâ fide commenced opening the same
 Most Excellent in violation of the fourth Rule specified in the Second Schedule
 Majesty to the Dean Forest Mining Commissioners Award of Coal Mines
 dated the eighth day of March One thousand eight hundred
 Release of and forty one and of the Award of the Forest of Dean Mining
 Shortworkings Commissioners of One thousand eight hundred and seventy one
 dated the eleventh day of June One thousand eight hundred
 and seventy two And the said 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 Cullley as such Commissioner and Gaveller as aforesaid
 that in consideration of the forbearance until the eleventh
 day of June One thousand eight hundred and ninety two of the
 execution of the right of reentry so accrued as aforesaid to Her
 Majesty such release and surrender of short workings and such
 covenants and grants shall be executed as are hereinafter contained
 Now this Indenture witnesseth that the said parties
 hereto of the first part Do by these presents for themselves their
 heirs and assigns and 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 so much of the short workings accumulated
 up to and including the thirteenth day of December One
 thousand eight hundred and eighty six in respect of the said

Gale as amount to the sum of One hundred pounds Provided always and the said parties hereto of the first part do for themselves their heirs and assigns covenant and agree with and to Her 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 commenced the opening thereof.
- 2 That all powers of taking suing for or recovering and all obligations and covenants for payment of Galeage rents dead or certain rents and royalty or tonnage duty shall be in force and shall apply with 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 eleventh day of June One thousand eight hundred and ninety two 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 commenced the opening 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 Fulley doth hereby direct that this deed shall be deemed to be fully and sufficiently invollid 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.

Grantley (S) Preest
 Louisa (S) Preest
 Signed sealed and delivered by the within named Grantley

Jas J (S) James
 Geo. Fulley (S)

Present in the presence of
 Alfred Jones
 Clerk to the said Grantley Priest
 of Sydney aforesaid

Signed sealed and delivered by the within named Louisa
 Priest in the presence of
 Laura Louisa Hughes
 of Brecon aforesaid

Signed sealed and delivered by the within named James
 John James in the presence of
 Henry Merrett
 Clerk to the said James John James of
 Sydney aforesaid

Signed sealed and delivered by the within named George
 Selley in the presence of
 I Russell Sowray
 Office of Woods &
 Mitchell Place

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

11th November 1857

H G Hewlett
 Keeper of the Records

Dated the
11th Nov^r. 1887

Forest of Dean
and Hundred
of St Briavels

The Registered
Owners of the

Gale of Coal

called the

Norrall Hill

and Old

Engine Colliery

The Queen's

Most Excellent

Majesty.

Release

of

Shotworkings

as aforesaid

to Her Majesty

such release and

surrender of

Shotworkings

and such covenants

and grants shall be

executed as are

hereinafter

contained

Now this Indenture

witneseth

that the said

James Harris and

Mary Harris do by

these presents

This Indenture

made the eleventh day of November

One thousand eight hundred and eighty seven Between James

Harris of Ross in the County of Hereford Civil Engineer and Mary

Harris of Norrall Hill Lydbrook in the County of Gloucester Widow,

of the first part George Culley 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 James Harris and Mary Harris are the registered

Owners of the Gale called the Norrall Hill and Old Engine Colliery

described in the first Schedule to the Dean Forest Mining Commissioners

Award of Coal Mines dated the eighth day of March One thousand

eight hundred and forty one And whereas the holders of the said

Gale have desisted from working the same for a space of five years

at one time in violation of the ninth rule specified in the second

Schedule of the Forest of Dean Mining Commissioners Award of Coal

Mines dated the eighth day of March 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 James Harris and Mary Harris and the said George Culley

as such Commissioner and Gaveler as aforesaid that in consideration

of the forbearance until the thirtieth day of June One thousand eight

hundred and ninety of the execution of the right of recentry so accrued

as aforesaid to Her Majesty such release and surrender of Shotworkings

and such covenants and grants shall be executed as are hereinafter

contained Now this Indenture witnesseth that the said

James Harris and Mary Harris 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 James Harris and

Mary Harris respectively and their respective heirs and assigns and

all persons holding through or under them of making up the Shot-

workings accumulated up to and including the thirty first day of

December One thousand eight hundred and eighty six in respect of

the said Gale and which amount to the sum of Forty pounds

Provided always and the said James Harris and Mary Harris

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;

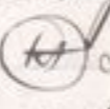
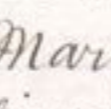

1 That the said right of recentry so accrued to Her Majesty her

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 and 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 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 Culley doth hereby direct that this deed shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Inrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Inrolments. In witness whereof the said parties hereto of the first and second parts have hereunto set their hands and seals the day and year first above written.

James  Harris Mary  Harris Geo Culley 
 Signed sealed and delivered by the within named James Harris in the presence of - James R Davies, Esq., Ross
 Signed sealed and delivered by the within named Mary Harris in the presence of - James R Davies, Esq., Ross.
 Signed sealed and delivered by the within named George Culley in the presence of - Russell Sowray, Office of Woods & Whitwell place

I Certify that a duplicate of this deed has been deposited in the Office of Land Revenue Records and Inrolments and an entry thereof made or filed by me,
 H. G. Hewlett
 Keeper of the Records
 17th November 1887

Date
 Sep
 Doc
 an As
 of 4
 of 3
 Prop
 Jacob
 Ab. R

Small Profit Gale - Assignmt. of whole remaining 538
Interest by Clivers to A. B. Bright see Supp. Bk 2 p. 231. and
Lease Books 15 pp 44-195-331 and 14 page 123.

Dated 6th Docquet of an Indenture dated the 6th of Sept: 1887
September 1887 and made between the Gloucestershire Banking Company Limited
of the first part Thomas Connelin of the City of Gloucester Bank
Docquet of Manager, and John Reid of N. 39 Threadneedle Street in the City
of London, Gentleman, of the second part The Capital and Counties
of $\frac{4}{5}$ parts Bank, Limited, of the third part Ernest Williams of Cinderford
of Small in the County of Gloucester, and of Güssentim Lucerne Switzerland
Profit Gale Gentleman, and William Davis of Brynmorog in the County of
Glamorgan Gentleman of the fourth part Elizabeth Williams, wife
Jacob Clivers of the said Ernest Williams of the fifth part and Alfred Charles
to Bright of Cinderford in the County of Gloucester Tin Plate Manufacturer
A. B. Bright of the sixth part Whereby After Reciting that Jacob Clivers
deceased was at the time of his death indebted to the Gloucestershire
Banking Company and that he was entitled to four fifth parts or
share of and in the Small Profit Gale and of and in the severab
leases or licenses held there with And reciting that E. Williams
and William Davis had become the trustees under the Will of the
said J. Clivers and had executed a Mortgage of the premises to
the Gloucestershire Banking Company to secure the monies due to
the Company from the Estate of the testator and that such Mortgage
had become vested in the Capital and Counties Bank It is witnessed
that in consideration of £ 625/ . 12 . 0 paid by the said A. B.
Bright to the Capital and Counties Bank, the said Ernest Williams
and William Davis and the said Elizabeth Williams did (inter alia)
assign, and the other parties thereto did assign confirm and release
unto the said A. B. Bright the four fifth parts or shares of the
said Jacob Clivers in and to the said leases or licenses held in
connection with the said Gale

Duly Executed and attested, and entered in the Gaveler's
Books on the 14th November 1887

Dean Forest
East Dean
Township
Roads
Certificate
by County
Surveyor
to repair of Road

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 1884 between Sir H. B. Loch, 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 Selley 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 road or portion of road situate within the Township of East Dean commencing near Bailey Pound and ending at the boundary of the said Forest near Mitchelldean Railway Station which is described and numbered 3 in the first Schedule to the said Agreement of 8th May 1884 and that such road has been repaired in accordance with such Agreement and to my satisfaction.

3rd Decr 1887

*Chas. Aminey
 Sep 29/87
 New*

Dated this third day of December 1887.

Robert Phillips
 County Surveyor

New Forest
Bramble Hill Lodge
Bequest of Probate
of Mrs Glyn's Will

New Forest
Bramble Hill Lodge
Bequest of Probate of Mrs Glyn's Will

Lease dated 18th
September 1869
L.B. 13 page 18.

Mrs Florence Elizabeth Glyn by her Will dated 22nd Decr 1886 bequeathed to her daughter Constance Gertrude Glyn for her absolute use and benefit all her (testatrix's) right and interest in the leasehold messuage and premises situate at and known as Bramble Hill and after other bequests bequeathed the rest and residue of her property to her five daughters in equal shares, and appointed Baron Wolverton, Colonel Albert Williams and Theodore Waterhouse, Executors of her Will.

Will proved by all the Executors on the 21st of October

1887.

Sup 5634577

Dated 31st December 87

Articles of Agreement made the thirty first

day of December One thousand eight hundred and eighty seven

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 Brown of the
Royal Forest Inn Lane End Coleford
in the County of Gloucester Inkeeper
hereinafter called "the said Tenant" of the third part

and

John Brown

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

AGREEMENT for Letting a
piece of land
on Coleford Meend

on a Yearly Tenancy from the

29th September 1887.

Rent £4. 5. 0. per Annum.

land situate on Coleford Meend
in Worcester Walk in Her
Majesty's Forest of Dean containing

~~with the appurtenances situate at~~

1. 3. 38 or thereabouts and numbered
435^a on Sheet XXXI. 13. of the 25 inch
Ordnance Survey of the County of Gloucester lately in the
occupation of Marmaduke Laver a

together with the fixtures therein TO HOLD the same hereditaments to the said
tenant his executors administrators and assigns
from the twenty ninth day of September as tenant

from year to year (the tenancy being however determinable as after mentioned) at
the yearly rent of four pounds five shillings to be paid to the Deputy

Surveyor of 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 December the twenty fifth day of March

the twenty fourth day of June and the twenty ninth day
of December in every year the first Quarterly payment to be due on the

twenty fifth day of December 1887 AND the said
tenant hereby agrees that he will pay to the Queen's Majesty the said yearly rent

of four pounds five shillings 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

539

Dean Forest
East Dean
Township
Roads

Certificate
by County
Surveyor as
to repair of Road

3rd Decr. 1887

Chas. J. ...
Sep 24/87
How

New Forest
Bramble Hill Lodge
Docquet of Probate
of M^{rs} Glynn's Will

Lease dated 18th
September 1869
L.B. 13 page 18.

541

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.

A. G. Newell
Keeper of the Records.

3rd January 1888
How

AND also will keep the said premises and ^{the} ~~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.

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

Thomas Roger Marshall
5 Shandwick Place
Edinburgh

Geo. Cullen

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


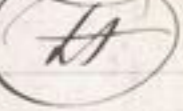
Shadrach Hughes Jr.
Colliery Proprietor
Mitcheldean Lane End
Baleford

John Brown

Indenture

Dated 13th December 1587 **This Indenture** made the thirteenth day of December One thousand eight hundred and eighty seven Between the within named Henry Smith Wright Esquire of the first part the within named George Culley Esquire of the second part and The Queen's Most Excellent Majesty of the third part Whereas the rights and privileges demised by the Indenture of Lease dated the seventeenth day of June One thousand eight hundred and eighty four and made between The Queen's Majesty of the first part the said George Culley of the second part and the said Henry Smith Wright of the third part and endorsed on the within written Indenture dated the twenty ninth day of July One thousand eight hundred and seventy nine and made between The Queen's Majesty of the first part James Kenneth Howard of the second part and the said Henry Smith Wright of the third part are vested in the said Henry Smith Wright for all the residue of the term of years thereby granted and he has requested the said George Culley as such Commiss^r as within mentioned to accept on behalf of Her Majesty a Surrender as from the twenty fourth day of June One thousand eight hundred and eighty six of the rights and privileges in respect of the portion hereinafter described of the same premises which the said George Culley with the consent of the Commissioners of Her Majesty's Treasury signified by their Warrant dated the twenty fourth day of October One thousand eight hundred and eighty seven has agreed to do Now this Indenture witnesseth that in pursuance of the premises he the said Henry Smith Wright as beneficial Owner with the consent of the said George Culley testified by his executing these Presents Doth surrender to the Queen's Majesty **All those** the rights and privileges of feeding off and sporting over so much and such part containing two acres one rood and thirteen perches or thereabouts of all those two parcels of land demised by the said endorsed Indenture as is edged blue on the plan drawn in the margin hereof To the intent and purpose that the term of years created by the said Indenture and all the estate and interest now subsisting in the said premises under or by virtue of the same Indenture may so far as it relates to the premises intended to be hereby surrendered be merged and extinguished in the reversion freehold and inheritance of the said premises now vested in Her Majesty in right of the Crown Provided always and it is hereby agreed and declared and the said Henry Smith Wright doth covenant and agree with Her Majesty her

heirs and successors that notwithstanding anything herein contained
 the rent reserved by the said Indenture shall continue to be payable
 for and in respect of the rights over that portion of the premises thereby
 demised over which such rights still remain vested in the said Henry
 Smith Wright without any deduction whatsoever and that such Indenture
 and all the reservations of rent covenants conditions and provisions therein
 contained or referred to shall henceforth be read and construed in all
 respects as if the rights over the portion of the premises intended to be hereby
 surrendered had never been included in or demised by such Indenture
 And the said George Fulley doth hereby direct that this deed shall be
 deemed to be fully and sufficiently enrolled by the deposit of a duplicate
 thereof in the Office of Land Revenue Records and Inrolments and the filing
 or making an entry of such deposit by the Keeper of the said Records and
 Inrolments In witness whereof the said parties to these presents of
 the first and second parts have hereunto set their hands and seals the day
 and year first above written.

H Smith Wright 
 Geo. Fulley 

Signed sealed and delivered by the above named Henry Smith
 Wright in the presence of Edward Frost
 of Chelsea Embankment
 Footman

Signed sealed and delivered by the above named George
 Fulley in the presence of Russell Towray
 Office of Woods, &
 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 Hewlett
 Keeper of the Records

16 December 1887

licirs and successors that notwithstanding anything herein contained
thereat reserved by the said Indenture shall continue to be payable
for and in respect of the rights over that portion of the premises thereby
demised over which such rights still remain vested in the said Henry
Smith Wright without any deduction whatsoever and that such Indenture
and all the reservations of rent covenants conditions and provisions therein
contained or referred to shall henceforth be read and construed in all
respects as if the rights over the portion of the premises intended to be hereby

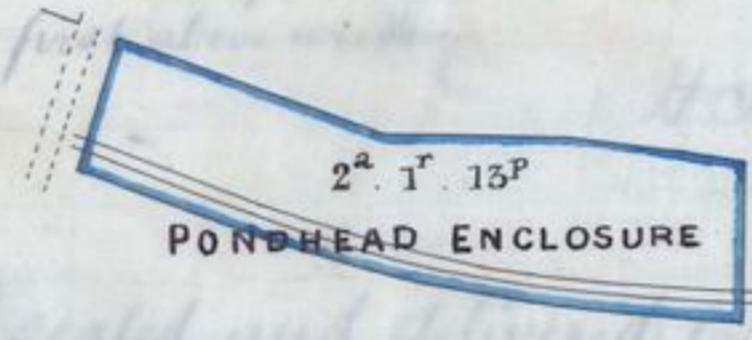
And the said parties do hereby declare that this deed shall be
deposited to be filed and duly enrolled by the deposit of a duplicate
thereof in the Office of Land Revenue Records and Involvements and the filing
or making an entry thereof by the Keeper of the said Records and
Involvements in the Office of the said parties to these presents of
the first and second parts hereof and their heirs and assigns the day
and year first above written.

Henry Smith Wright *HS*
Geo. Bulley *GB*

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

25 Inch Ordnance Survey

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



J Russell Towray
Office of Woods,
Whitehall Place

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

H G Hewlett
Keeper of the Records

16 December 1887

Lease Surrendered
25th March 1916
W.L.B. 51 p 147

Dated 14th
December 1887

New Forest
County of Hants.

George Selley
Esq^r a Commissioner
of Her Majesty's
Woods &c

to
C. J. Price Esq^r

Lease of a
house known as
Ravens Nest in
the Parish of
Lynchhurst

Commencing
24th June 1886
Term of years 31
Expires 24th June 1917

Rent £13
per Annum

Doquet of
will of Charles
John Price
entered in
Woods Lease Book
No 70 page 74
Doquet of doct
to L. M. Powell
L B 20 p 131

Assd to Lady
Cavagnani
W L B 1 p 7

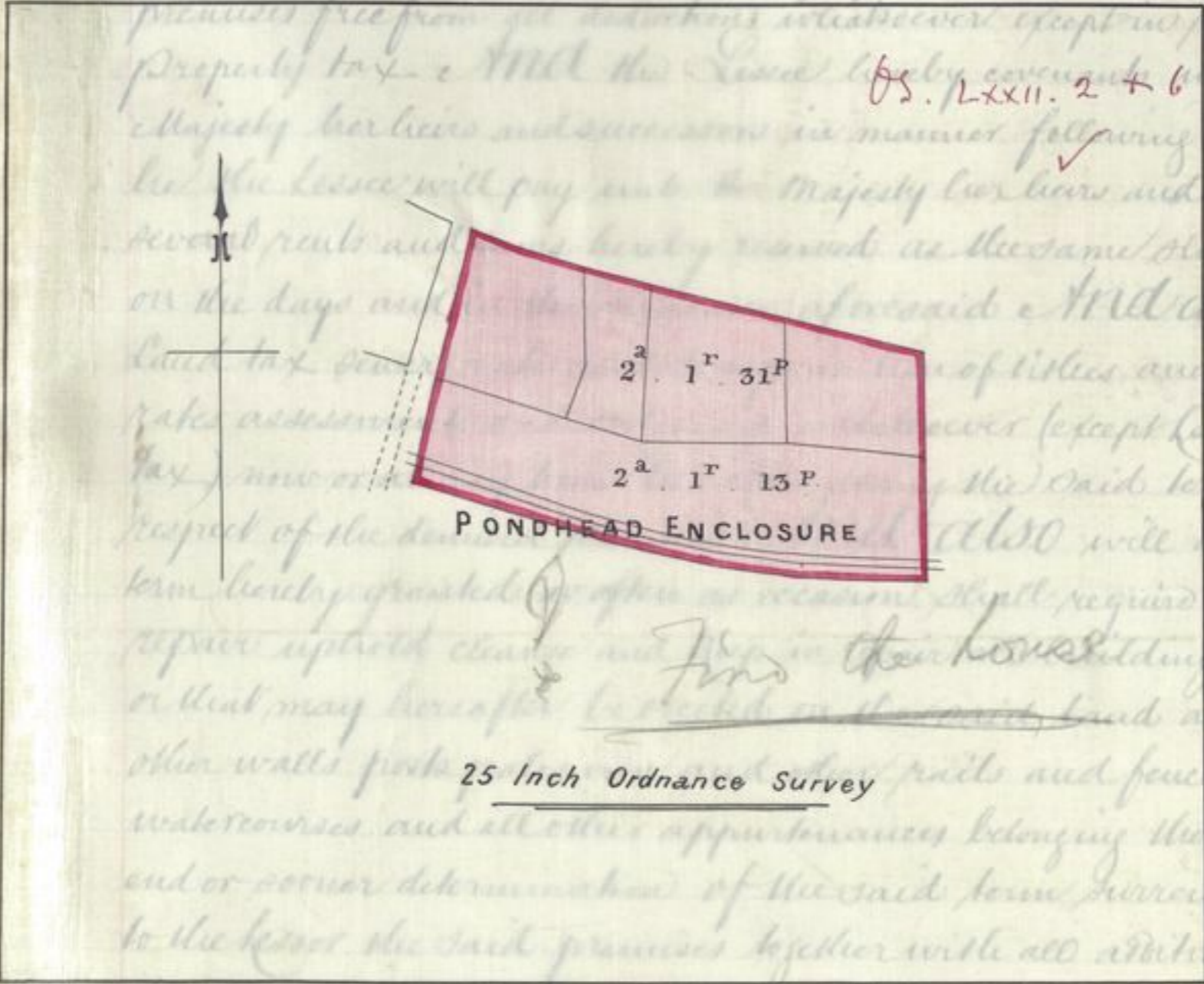
This Indenture

made the fourteenth day of December One thousand eight hundred and eighty seven Between The Queen's Most Excellent Majesty of the first part George Selley, Esquire, the Commissioner of Her Majesty's Woods Forests and Land Revenues in charge of the hereditaments hereinafter demised of the second part, and Charles John Price of The Grove, Esher, in the County of Surrey, Esquire, hereinafter called "the Lessee" of the third part Witnesseth that in consideration of the expense incurred in erecting the messuage and buildings hereby demised and of the rent and covenants hereinafter reserved and contained the said George Selley as such Commissioner as aforesaid in exercise of the powers of the Acts 10 Geo 4th C. 50 and 11th and 15 Vict: C. 42, and of all other powers in anywise enabling him in so to do and with the authority of the Commissioners of Her Majesty's Treasury signified by their Warrant dated the twenty fourth day of October One thousand eight hundred and eighty seven Doth on behalf of Her Majesty demise and lease unto the Lessee All those pieces of land (hereinafter called "the said land") situate in the Parish of Lynchhurst in the County of Hants containing together four acres three roods and four perches and delineated on the plan drawn on these presents and thereon colored pink Together with the messuage and buildings erected thereon and which messuage is known as Ravens Nest Together with all ways lights easements and appurtenances to the said demised premises belonging Reserving unto Her Majesty her heirs and successors all timber and other trees upon and all substrata under the said demised premises And reserving also unto Her Majesty her heirs and successors and the lessees and occupiers for the time being of any other buildings or land belonging to Her Majesty the free passage of water and soil from such other buildings or land through the Channels sewers drains and watercourses for the time being belonging to or running under the said premises hereby demised To hold the said premises unto the Lessee from the twenty fourth day of June One thousand eight hundred and eighty six for the term of Thirty one years Paying therefor unto The Queens Majesty her heirs and successors during the said term the clear yearly rent of Thirteen pounds 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 up to and including the twenty fifth day of March One thousand

nine hundred and seventeen the first quarterly payment thereof
 having become due on the twenty ninth day of September One thousand
 eight hundred and eighty six, and the payment of the rent for the last
 quarter of a year of the said term to be made in advance on the said
 twenty fifth day of March One thousand nine hundred and seventeen
And also paying on demand unto Her Majesty her heirs and
 Successors in addition to the rent herein before reserved all such sums of
 money as may in pursuance of the power hereinafter contained be
 paid by the Lessor for insuring any building or buildings on the said
 land the said respective rents and sums to be paid into the hands of Her
 Majesty's Receiver for the time being of the rents and profits of the said
 premises free from all deductions whatsoever except in respect of Landlords
 Property tax. **AND** the Lessee hereby covenants with the Queen's
 Majesty her heirs and successors in manner following that is to say that
 he the Lessee will pay unto Her Majesty her heirs and successors the said
 several rents and sums hereby reserved as the same shall become payable
 on the days and in the manner aforesaid. **And also** will pay the
 Land tax sewer rate rent charge in lieu of tithes and all other taxes
 rates assessments and outgoings whatsoever (except Landlords Property
 tax) now or at any time hereafter during the said term payable in
 respect of the demised premises. **And also** will during the said
 term hereby granted as often as occasion shall require will and substantially
 repair uphold cleanse and keep in repair all buildings that are now
 or that may hereafter be erected on the said land and all party and
 other walls posts pales iron and other rails and fences drains and
 watercourses and all other appurtenances belonging thereto and at the
 end or sooner determination of the said term Surrender and yield up
 to the Lessor the said premises together with all additions and improvements
 thereto and all marble and other chimney pieces windows window-
 shutters doors locks Keys stoves ranges bells cranks wires bolts bars and
 fastenings whatsoever and all waterclosets bathes sinks and things
 belonging thereto respectively cisterns gas water and other pipes pumps
 wainscots partitions shelves dressers and drawers and all other things
 which at any time during the last seven years of the said term shall
 be fixed or fastened to the demised premises so as to form part of the
 freehold thereof in good and substantial repair. **And also** will
 properly lay out and plant as a garden attached to the said messuage
 or maintain as pasture such part of the said land as is not built
 upon and keep the same in good order and condition. **And also**
 will at all times during the said term keep all the buildings for the

nine hundred and seventeen the first quarterly payment thereof having become due on the twenty ninth day of September One thousand eight hundred and eighty six, and the payment of the rent for the last quarter of a year of the said term to be made in advance on the said twenty fifth day of March One thousand nine hundred and seventeen

And also paying on demand unto Her Majesty her heirs and Successors in addition to the rent hereinbefore reserved all such sums of money as may in pursuance of the power hereinafter contained be paid by the Lessor for insuring any building or buildings on the said land the said, reported rents and sums to be paid into the hands of Her Majesty's Receiver for the time being of the rents and profits of the said premises free from all additions whatsoever except in respect of Landlord's Property tax & All the said Lessor hereby covenants with the Queen's Majesty her heirs and successors in manner following that to say that he the Lessor will pay unto the Majesty her heirs and successors the said several rents and sums hereby reserved as the same shall become payable on the days and in the manner aforesaid & All also will pay the Land tax & all other taxes rates assessments and duties (except Landlord's Property Tax) now or hereafter payable by the said term payable in respect of the demised premises & All also will during the said term hereby granted & after as occasion shall require will and substantially repair uphold cleanse and find in their house buildings that are now or that may hereafter be built on the said land and all party and other walls posts rails and fences drains and watercourses and all other appurtenances belonging thereto and at the end or sooner determination of the said term surrender and yield up to the lessor the said premises together with all additions and improvements thereto and all marble and other chimney pieces window shutters door locks keys stone ranges bells cranks wires bolts bars and fastenings whatsoever and all water closets bathes sinks and things belonging thereto respectively cisterns gas water and other pipes pumps & wainscots partitions shelves dressers and drawers and all other things which at any time during the last seven years of the said term shall be fixed or fastened to the demised premises so as to form part of the freehold thereof in good and substantial repair & And also will properly lay out and plant as a garden attached to the said messuage or maintain as pasture such part of the said land as is not built upon and keep the same in good order and condition & And also will at all times during the said term keep all the buildings for the



And also will during the said term hereby granted & after as occasion shall require will and substantially repair uphold cleanse and find in their house buildings that are now or that may hereafter be built on the said land and all party and other walls posts rails and fences drains and watercourses and all other appurtenances belonging thereto and at the end or sooner determination of the said term surrender and yield up to the lessor the said premises together with all additions and improvements thereto and all marble and other chimney pieces window shutters door locks keys stone ranges bells cranks wires bolts bars and fastenings whatsoever and all water closets bathes sinks and things belonging thereto respectively cisterns gas water and other pipes pumps & wainscots partitions shelves dressers and drawers and all other things which at any time during the last seven years of the said term shall be fixed or fastened to the demised premises so as to form part of the freehold thereof in good and substantial repair & And also will properly lay out and plant as a garden attached to the said messuage or maintain as pasture such part of the said land as is not built upon and keep the same in good order and condition & And also will at all times during the said term keep all the buildings for the

time being on the said land insured in one of the Public
 fire insurance Offices in London or Westminster approved of by the
 Lessor in the joint names of the Queen's Majesty her heirs and
 successors and of the Lessee in a sum equal to three fourths at
 least of the full value thereof respectively. And will whenever
 required so to do show to the Lessor or to Her Majesty's said Receiver
 the policy or policies of such insurance and the receipt or receipts
 for the premium of insurance which shall have become payable for
 the current year. And that in case such insurance shall not be effected
 or kept on foot or if the said policy or policies and receipt or receipts shall
 not be produced as aforesaid then the Lessor may insure the said
 buildings or any of them in the amounts hereinbefore mentioned or
 any less amount in such name or names as he may deem proper
 and may recover all monies paid for such purpose as rent under the
 reservation hereinbefore contained. And that all monies payable
 under any insurance shall immediately after the receipt thereof be
 applied in rebuilding and reinstating the building or buildings in
 respect of which the same shall be paid to the satisfaction of the
 Lessor or his Architect or Surveyor according to such plan as the Lessor
 may by writing approve of. And that in case the monies so received
 shall not be sufficient for that purpose the Lessee will make good
 the amount of every such deficiency. And also will paint three
 times over with good and proper oil colors and varnish in a
 workmanlike manner and to the satisfaction of the Lessor or his
 Architect or Surveyor all the outside parts usually painted or varnished
 of all buildings for the time being on the said land in every fourth
 year of the said term and the inside parts usually painted
 or varnished of such buildings in every eighth year of the said
 term. And also that the Lessor and his agents or servants
 may at all seasonable times enter into the said premises and take
 a plan and examine the condition thereof and also may at any
 time or times during the last seven years of the said term in like
 manner enter into the said premises and take a Schedule of the
 fixtures therein and in case any want of repair painting or
 varnishing of the said premises or any removal of fixtures
 shall be found the Lessee will upon notice thereof in writing
 being given to or left on the demised premises for him substantially
 and properly repair paint varnish and amend the same
 accordingly within three calendar months next after any such
 notice shall have been given or left as aforesaid. And that in

case the Lessee shall make default in so doing it shall be lawful
 for the workmen or others to be employed by the Lessor to enter into the
 demised premises and to perform and complete the said repairs and
 painting and varnishing and the Lessee will on demand pay to Her
 Majesty her heirs and successors all expenses to be incurred thereby
 and in case of non-payment thereof or of any part thereof the same or
 such part thereof as shall not be paid may be recovered by distress as
 rent hereby reserved and in arrear. And also that the Lessee will
 not at any time during the said term exercise or carry on or suffer to
 be exercised or carried on in or upon the said premises any trade or
 business whatsoever but will keep the said messuage as a private dwelling
 house or professional residence only and the other buildings for private
 purposes only in connection with the said messuage unless with the
 consent in writing of the Lessor. And also will not injure or damage
 any of the trees upon the said Land nor raise any substrata from
 the said Land and generally will not do or permit to be done in or
 upon the said premises any waste spoil or destruction or any act or
 thing whatsoever which shall be or become a nuisance annoyance
 or disturbance to the Lessor or to the Owners or Occupiers of any
 neighbouring premises. And also will not during the said term
 erect any additional building upon the said Land other than such
 as shall have been previously approved of in writing by the Lessor or
 his Architect or Surveyor nor cut or injure any of the principal timbers
 or walls nor make any alteration whatsoever in the plan or elevation
 of the buildings for the time being on the said Land nor alter or
 change any of the architectural decorations of such buildings nor make
 any addition thereto either in height or projection without the previous
 consent in writing of the Lessor. And also will at his own charges
 cause all Assignments which 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
 within six months from the respective dates thereof to be enrolled in
 the Office of Land Revenue Records and Inrolments and Minutes or
 dockets thereof respectively to be entered in the Office of the Commissioners
 of Her Majesty's Woods Forests and Land Revenues Provided always
 and these presents are upon this condition that if any rent hereby
 reserved shall be in arrear for twenty days or if the Lessee shall not
 perform and keep the severall covenants on his part herein contained
 the Lessor may enter into and upon and retain possession of the premises
 hereby demised as fully and effectually in all respects as if these presents

had not been made Provided lastly and it is hereby agreed and declared that the term "Lessor" herein means the Queen's Majesty her heirs successors and assigns or so long as the reversion of the demised premises is vested in the Crown the Commissioner or Commissioners or other the person or persons for the time being entitled by law to the management and direction thereof and that all rights and obligations of the 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 Fulley doth hereby direct that this deed shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Inrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Inrolments In witness whereof the said parties to these presents of the second and third parts have hereunto set their hands and seals the day and year first above written

Geo Fulley (S)
Chas. J Price (S)

Signed sealed and delivered by the within named George Fulley in the presence of
J Russell Towray
Office of Woods
Mithell Place

Signed sealed and delivered by the within named Charles John Price in the presence of
Alex J. Young
204 Lambeth Road - S. E.
Clerk

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

16th December 1887

New
Easen
Gates to
Cattle
G. J. Edm
Accy
Terms of
Permiss

For transfer of this permission see
F828/16 in File 42173

Removal

579

New Forest
Easements

1883

Office of Woods, &c, S.W.
21st Nov: 1887

Gates to prevent
Cattle from straying
G. J. Etheridge Esq
Permission to
erect 3 Gates in
Parish of Fawley

Gent^l New Forest

I have had before me a copy of a Memorial signed by
yourselves and several other inhabitants of the Parish of Fawley asking
for permission to set up three gates, at points indicated on a Map sent
with the Memorial, to prevent Cattle from straying from the Open
Forest into the lanes adjoining. I understand that you are willing
to become responsible for the payment of an annual acknowledgment
and for the maintenance of the gates in case permission is given for
their erection, and also that the Highway Authority have stated that
they have no objection to the erection of such Gates.

21 Nov: 1887

I therefore give you permission to erect and maintain (during
the pleasure of this Department) a gate at the entrance to each of the
lanes indicated by the letters A, B and C on the plan herewith
enclosed subject to your paying to the Crown an annual acknowledgment
of 5/- and undertaking to keep the gates in repair, and to remove them
at any time on a month's previous notice being given to you

I have to request that you will sign and return the enclosed
letter to me within a fortnight.

Mess^{rs} George James Etheridge
Mark Stephens and
Henry Ship.
Fawley

I am Gent^l
Your obedient Servant
Geo: Cullley

New Forest
Easements

1883.

Fawley -
November 1887

Gates to prevent
Cattle from straying
G. J. Etheridge Esq
Accepting
terms of above
Permission

We beg to acknowledge the receipt of your letter of the
21st inst^l and to accept your offer to allow us to erect the 3 Gates
referred to in your letter and the plan accompanying it, and we
undertake to pay an acknowledgment of 5/- upon the 1st January
in every year during which the permission continues to keep the
gates in repair and to remove them at any time on receiving a
month's previous notice so to do.

We are Sir,

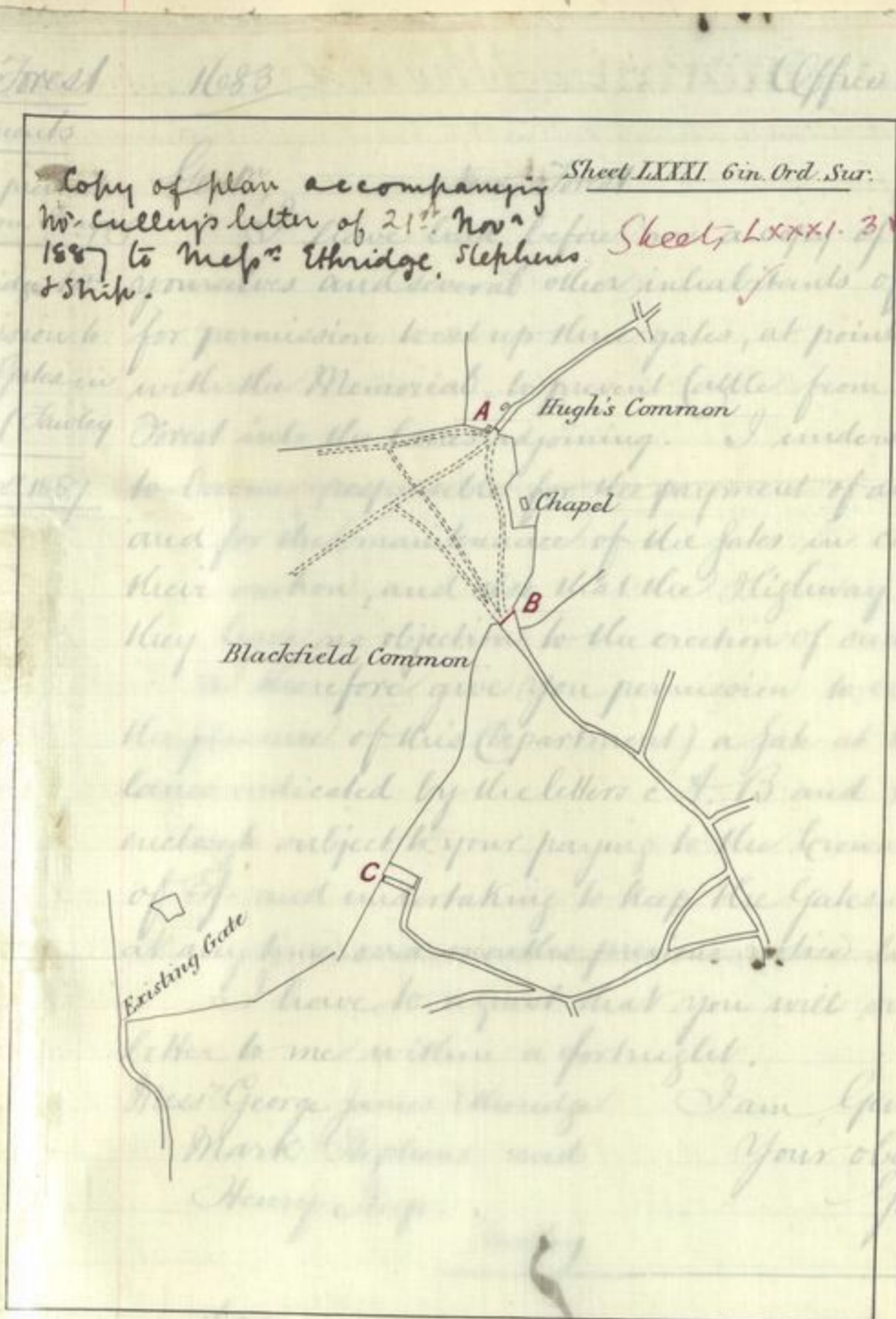
Your obedient Servants
(ours^{rs}) Geo J Etheridge
Mark Stephens
Henry Ship

George Cullley Esq
Commissioner of Woods

For transfer of this permission see
F828/16 in file 4173

Revised

579



Memorial signed by
Parish of Fawley asking
for permission to erect
gates, at points
indicated on a Map sent
to the Office of Woods,
from the Open
Highway
that you are willing
to make an annual acknowledgment
of the permission is given for
the County have stated that
you will maintain (during
the term of the
the plan herewith
annual acknowledgment
of the permission, and to remove them
at any time on receiving
one month's previous notice
to do so.

Your obedient Servant
Cullley

New Forest

1023.

Fawley -

Easements

Sir,

November 1887

Gates to prevent
Cattle from straying

We beg to acknowledge the receipt of your letter of the
21st inst^l and to accept your offer to allow us to erect the 3 Gates
referred to in your letter and the plan accompanying it, and we
undertake to pay an acknowledgment of 5/- upon the 1st January
in every year during which the permission continues to keep the
Gates in repair and to remove them at any time on receiving
one month's previous notice to do so.

G. J. Etheridge & Co.
Accepting
terms of above
Permission

We are Sir,

Your obedient Servants

(ours)
Geo J Etheridge
Mark Stephens
Henry Ship

George Cullley Esq.
Commissioner of Woods

GC

Dated 29th
Decr. 1887.

Dean Forest

Speech House
and land.

Memorandum
as to corrected acreage
of demised premises

Memorandum. Whereas it has been found by ~~the~~ recent admeasurement that the acreage of the messuage land and premises described in the within written Indenture and Schedule thereto which Indenture is dated the third day of November One thousand eight hundred and eighty seven and made between His Queens Most Excellent Majesty of the first part George Culley of the second part and Joseph William John Boyce of the third part is therein stated incorrectly and that such messuage land and premises actually contain fifteen acres one rood and nine perches ^{as herein & are correctly described} Now these Presents witness and it is hereby agreed and declared by and between the said George Culley as such tenant as within mentioned and the said Joseph William John Boyce that the said messuage land and premises demised by the within written Indenture of Lease actually contain fifteen acres one rood and nine perches and not the quantities described in the Schedule hereunder written and that such Indenture shall be read and shall take effect in all respects as if the quantity fifteen acres one rood and nine perches had been inserted in the body of such Indenture in lieu of the quantity therein stated and the Schedule hereunder written had been the Schedule thereto in lieu of the Schedule hereunder written 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 George Culley and the said Joseph William John Boyce have hereunto set their hands and seals this twenty ninth day of December One thousand eight hundred and eighty seven.

The Schedule

N ^o on Plan	Description	Cultivation	Quantity		
			a	r	p
1	Messuage garden and outbuildings		"	2	38
2	Field	Pasture	3	2	24
3	ditto	ditto	7	3	13
4	ditto	ditto	3	0	14
			<i>A</i>	15	19

Geo. Culley

J. W. J. Boyce

Signed sealed and delivered by the above named

George Fullery in the presence of
James Robinson
Coachman

Wickwood Hall - Northumberland

Signed sealed and delivered by the above named Joseph
William ^{John Pope} in the presence of

A Parsons
Cowbridge
no occupation

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

H. G. Hewlett
Keeper of the Records

198 3rd January 1888

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Dated 17th
Dec^r. 1887

Dean Forest

M^r. E. R. Payne

— by —

The Queen's
Most Excellent
Majesty.

Surrender

of Quarries at
Birch Hill and
Bixhead N^o. 36
and 149.

This Indenture made the seventeenth day of December One thousand eight hundred and eighty seven Between Edwin Richardson Payne of Lambsequay House near Coleford in the County of Gloucester Quarry Master of the first part George Hulley Esquire the Commissioner of Woods in charge of the Royal Forest of Dean in the County of Gloucester of the second part and The Queen's Most Excellent Majesty of the third part

Whereas by the Act of Parliament 1 and 2 Victoria Cap: 43 certain persons therein named and styled The Dean Forest Mining Commissioners were appointed for carrying the purposes of the Act into execution And whereas the said Commissioners in exercise of the powers in that behalf in the said Acts contained made their final Award in writing dated the twenty fourth day of July One thousand eight hundred and forty one by which they ascertained and determined that the several persons hereinafter named were at the passing of the said Act (either as Freemaners or as claiming through or under Freemaners) in possession of or entitled to the several Gales hereinafter named for the purpose of working the Quarries of the Forest of Dean and Hundred of St. Briavels and by such Award it was ascertained inter alia that William Yarworth the Elder William Yarworth the younger Richard Yarworth and Thomas Yarworth all of Dean Pool near Clearwell in the said Hundred were entitled as Freemaners to one Gale on Birch Hill of five lengths and N^o. 36 and delineated on the plan marked C to the said Award and to one Gale at Bixhead of four lengths and N^o. 149 and delineated on the plan to the said Award marked with the letter L

And whereas the said Quarries N^o. 36 and 149 as aforesaid are as the said Edwin Richardson Payne doth hereby declare vested in him as registered Owner thereof free from incumbrances And whereas the said Edwin Richardson Payne has requested the said George Hulley as such Commissioner as aforesaid to accept on behalf of Her Majesty a Surrender as from the twenty ninth day of September One thousand eight hundred and eighty seven of the said Gales or Quarries N^o. 36 and 149 which the said George Hulley has agreed to do NOW this Indenture witnesseth that in pursuance of the premises He the said Edwin Richardson Payne as Beneficial Owner with the consent of the said George Hulley testified by his executing these Presents NOW surrender grant and release to

the Queen's Majesty All those the said Gales or Quarries N^o 36
and 1149 now vested in the said Edwin Richardson Payne as aforesaid
To the intent and purpose that all the right title interest and
estate of the said Edwin Richardson Payne in the Gales or Quarries
N^o 36 and 1149 may become vested in Her Majesty in right of the
Crown free from all rights tenancies and incumbrances And the
said George Fulley doth hereby direct that this deed shall be deemed
to be fully and sufficiently enrolled by the deposit of a duplicate
thereof in the Office of Land Revenue Records and Inrolments and
the filing or making an entry of such deposit by the Keeper of the
said Records and Inrolments In witness whereof the said
parties to these presents of the first and second parts have hereunto
set their hands and seals the day and year first above written.

Edwin R. Payne

Geo. Fulley (St.)

Signed sealed and delivered by the within named Edwin
Richardson Payne in the presence of

Rowland Hill

Clearwell Meent

W. Coleford, Glos:

Sherk

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

J. Russell Sowray

Office of Woods &

Mitchell Place

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

H. G. Newlett

Keeper of the Records

20th December 1887.

Dated 19th December 1887 **This Indenture** made the nineteenth day of December One thousand eight hundred and eighty seven Between **The Queen's Most Excellent Majesty** of the first part **George Fulley Esquire**, the Commissioner of Her Majesty's Woods Forests and Land Revenues to whom the management and direction of certain parts of the Land Revenues of the Crown including among other parts thereof the hereditaments hereinafter described together with the duties and powers appertaining thereto have been assigned by Order under the hands of the Commissioners of Her Majesty's Treasury of the second part and **Richard Townsend Payne** of Lamb Quay House near Coleford in the County of Gloucester Quarry Master and Quarry Foreman hereinafter called the Lessee of the third part Witnesseth that in consideration of the rent hereinafter reserved and of the covenants hereinafter contained the said George Fulley as such Commissioner as aforesaid on behalf of Her Majesty and in exercise of all powers vested or in anywise enabling him or to do **Doth** demise and lease unto the Lessee his executors administrators and assigns **First**

Commencing 29th Sept. 1887 **All that** Stone Quarry situated and being at Birch Hill in Park End or York Walk in the Forest of Dean and County of Gloucester being of the length of sixty yards numbered 612 in the Deputy Surveyor's Quarry Lease Book N. 5 which said Quarry comprises part of Quarry numbered 36 in the Award of the Dean Forest Mining Commissioners and a part of the Mags Head Inclosure now open forest, bounded on the West in part by Quarries N. 37 and 38 on other part West by open forest on the east in part by the above mentioned Quarry N. 36 and on all other parts or sides by open forest **And secondly** **All that** Stone and 1st part on all waste stone Stone Quarry situated and being at Birchhead in Worcester Walk in the Forest of Dean and County of Gloucester of the length at the South end of eighty yards at the North end sixty seven yards and numbered 613 in the Deputy Surveyor's Quarry Lease Book N. 5 which said Quarry comprises in part Quarry Number 149 in the Award of the Dean Forest Mining Commissioners and a piece of Meadow land attached to Barrow Hill Lodge bounded on the West by Quarries numbered 149, 518 and 516 on the East in part by Quarry Number 148 on other part East by open Forest on the North by land attached to Barrow Hill Lodge and on the South by Open Forest which said Quarries are within and part and parcel of the open lands of Her Majesty's Forest of Dean and are

Rent £ 14s per Annum
 Royally 4^d per ton or per 14 Cubic feet on all wrought Stone and 1st part on all waste stone

Term of years 21
 Term ends 29th Sept. 1908

Transfer dated 2nd June 1905 R. J. Payne Juliana R. Payne to R. Payne Son. Limited

more particularly delineated and described in the plans drawn in the margin of these presents and thereon colored purple and orange To hold the said Quarries unto the Lessee his executors administrators and assigns for the term of Twenty one years from the twentieth day of September One thousand eight hundred and eighty seven determinable as hereinafter mentioned **Fielding and Paying** therefor yearly and every year during the said term unto Her Majesty her heirs and successors the net rent or sum of Fourteen pounds by equal half yearly payments on the twenty fifth day of March and the twenty ninth day of September in every year the first payment thereof to be made on the twenty fifth day of March One thousand eight hundred and eighty eight **And also Paying** to Her Majesty her heirs and successors the royalties following that is to say a royalty of four pence per ton of Two thousand two hundred and forty pounds avoirdupois on all wrought and block Stone gotten from the said land and sold or used or otherwise disposed of or if such wrought and block Stone shall be sold used or disposed of by measurement then a royalty of four pence for every fourteen cubic feet of such Stone And also a royalty of One penny for every like ton of waste or inferior Stone including any Stone gotten from the top soil of the said Quarries such royalties to be paid by half yearly payments on the several days aforesaid for and in respect of the Stone sold used or disposed of during the preceding half year all which said rent and royalties hereinbefore reserved shall be paid into the hands of the Crown Receiver for the said Forest of Dean **Provided** that no royalty shall be payable upon so much Stone sold used or disposed of in any one year as would be sufficient in value according to the reservation hereinbefore contained to yield a sum equal to the rent payable hereunder for such year And the Lessee covenants with Her Majesty her heirs and successors in manner following that is to say

1. At all times during the said term hereby granted to pay unto Her Majesty her heirs and successors the said yearly rent and royalties hereby respectively reserved at the times and in the manner hereinbefore mentioned for payment thereof without any deduction or abatement whatsoever.
2. To bear pay and discharge all and all manner of present and future taxes rates charges assessments impositions and outgoings of what nature or kind soever in respect of the said premises.
3. To abide by fulfil and keep all and singular the rules and regulations set forth in the Award of the Dean Forest Mining Commissioners relating

to Quarries in the said Forest made pursuant to the Act of Parliament first and second Victoria Chapter 43.

4 NOT at any time during the said term to cultivate the said Quarries hereby demised or use the same or any part thereof for any purpose whatsoever other than as Stone Quarries and not to erect or make any building thereon except a cabin or cabins for sharpening or depositing the quarrying implements therein which cabin or cabins shall not on any pretence or for any cause or reason be used or occupied as a dwelling house or dwelling houses or for any purpose other than the sharpening and depositing therein implements necessary for working and carrying on the said Quarries.

5 TO fence round in a proper and substantial manner to the satisfaction of Her Majesty's Deputy Surveyor for the time being of the said Forest all and singular the pits and openings which shall be made or worked under or by virtue of these presents and to erect and set up all such boundary stones at each angle of the site of the said Quarries hereby demised and also all such gates posts pales and other defences around or about the said Quarries as shall be necessary or as shall be required by such Deputy Surveyor for the better defining and identifying of the said Quarries and for preventing cattle or other animals from trespassing on the hereby demised premises or injuring themselves and at all times during the said term to keep in good and substantial repair such boundary stones gates posts pales and other defences and not during the said term to fell stub cut top or wilfully destroy spoil or damage any timber or other tree pollard sapling or young store growing on or near the said premises or any part thereof.

6 TO work manage and carry on the said Quarries in a fair workmanlike and proper manner to the satisfaction of such Deputy Surveyor as aforesaid and according to the best method of working Quarries of the like nature in the said Hundred.

7 TO keep legible books of account with correct entries of the quantity of the Stone gotten and of the persons to or by whom and the times and prices (if any) at and for which the same shall be sold used or disposed of specifying and distinguishing in such accounts the block or wrought stone from the waste or inferior stone with the respective royalties per ton, and at all times when required to produce such Books of Account to Her Majesty's Agent for the time being and permit him to take Extracts therefrom or copies thereof the Lessee giving any explanation that may be required in relation thereto.

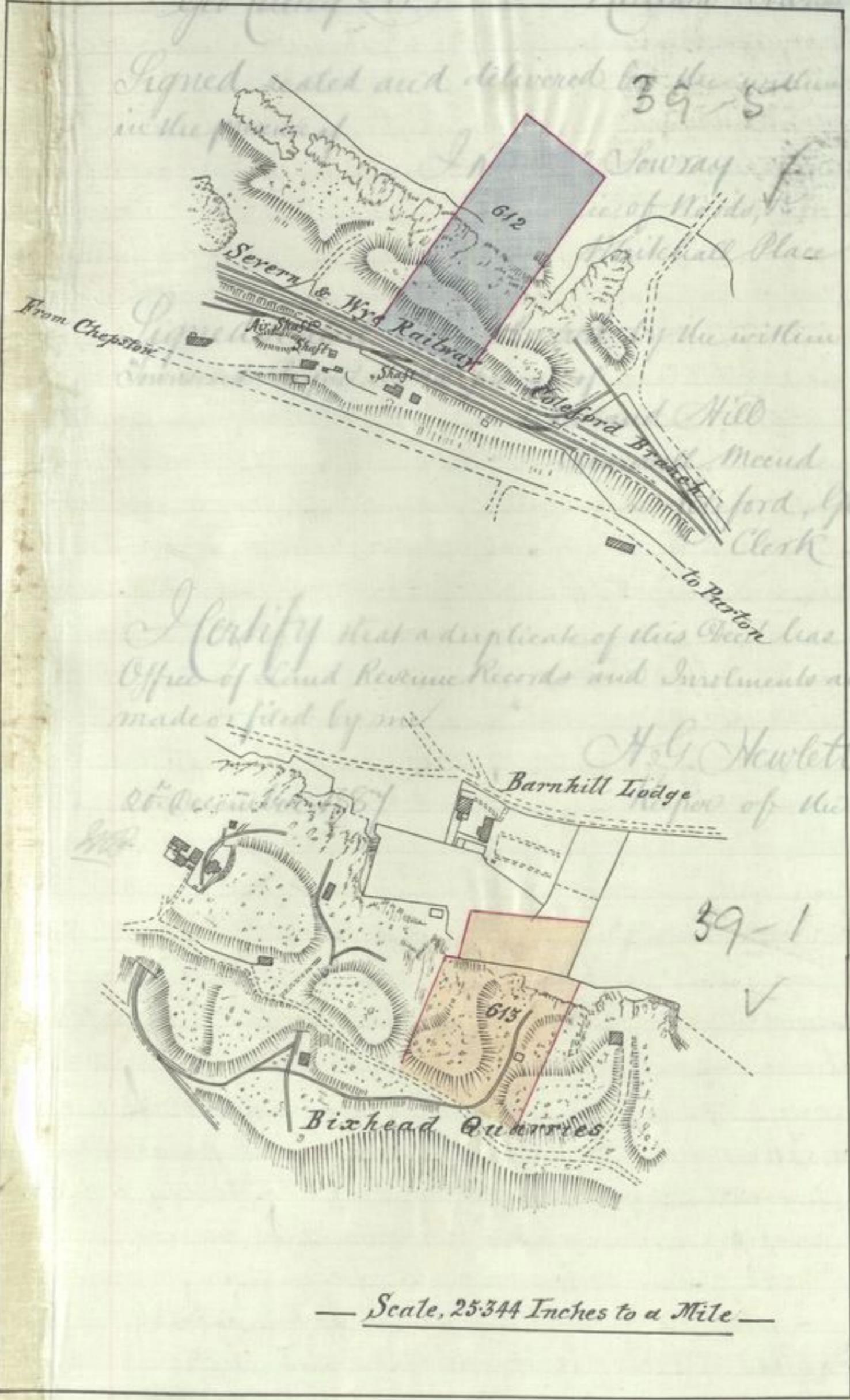
8 To deliver to the Lessor or to Her Majesty's said Receiver or Agent within ten days next after the twenty fifth day of March and the twenty ninth day of September in each year and at such other times during the said term as the Lessor shall in writing require the same and also within ten days after the expiration or sooner determination of the said term a correct and legible Account in writing (specifying and distinguishing as aforesaid) of the quantity of the Stone which during the preceding year and such other time as shall be required by such Notice as aforesaid shall have been gotten and also of the quantity which shall during the like period have been cleaved dressed or otherwise made marketable and also of the quantity which during the like period shall have been sold used or otherwise disposed of clearly expressing therein if the Lessor shall so require the names of the 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 every such Account being if required first verified in writing under the hand of the Lessee or his Chief or only Agent for the time being and within the same periods and at such other times as aforesaid to deliver if required to the Lessor or to Her Majesty's Receiver or Agent a correct plan and measurement signed by the Lessee or his Chief or only Agent of the lands under or from which the said Stone shall have been gotten as aforesaid and of the workings and cuttings of and in the said Quarries distinctly showing the course and extent thereof and also to keep a like plan and measurement at the Quarries or Works or at the Office belonging thereto and permit the Lessor and his Agent at all times to inspect the same.

9. That the Lessor and his Agent may at all reasonable times with or without workmen or Assistants enter into and inspect the said Quarries works and premises and the state and condition thereof and that the Lessee will render every reasonable assistance to the Lessor his Agents and Workmen or Assistants in the examination aforesaid when required and will before beginning to remove any top soil give to the Deputy Surveyor for the said Forest seven days previous notice in writing of his the Lessee's intention so to do.

10 To pay the Lessor on demand the value of all wood timber or other trees taken by the Lessee or damaged by or in consequence of the said works such value to be determined by the Deputy Surveyor of the said Forest of Deaw for the time being whose decision shall be conclusive and binding upon the Lessee and also to make reasonable and fair compensation to every person lawfully entitled thereto on account of any injury or damage sustained by him by reason or

in consequence of the said works or of the exercise of the powers hereby granted and indemnify the Queen's Majesty her heirs and successors from all Actions claims and demands on account of any such injury or damage.

11 At the end or sooner determination of the said term hereby granted to yield and deliver up to the Lessor the quiet and peaceable possession of the said premises hereby demised in good order and condition to the satisfaction of such Deputy Surveyor as aforesaid in all respects. Provided always that if the rent or royalties hereinbefore reserved or any part thereof shall be behind or unpaid for twenty days next after any of the said days of payment or if breach shall be made in any of the covenants conditions or agreements in these presents contained or in any of the said rules and regulations annexed to the Award of the said Dean Forest Mining Commissioners hereinbefore mentioned which on the part of the Lessee are or ought to be observed or performed or if the Lessee shall become bankrupt or shall be arrested for debt and confined in prison for fourteen days then and in any of such cases it shall be lawful for the Lessor to enter and upon the said demised premises or any part thereof in the name of the whole to reculer and the same premises to have again as in Act or their former State. Provided always And it is hereby agreed that in the event of the said Quarries being worked out it shall be lawful for the Lessee to determine the term hereby granted on giving notice in writing of such purpose and intent to the Lessor at least six calendar months before the expiration of some year of the said term and such notice may be left at the Office of the Commissioners of Woods in Whitehall Place Westminster. And it is hereby agreed that the term "Lessor" herein means the person or persons for the time being by law entitled to the management and direction of the reversion of the demised premises 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 I the said George Fulley do hereby direct that this deed shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Inrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Inrolments. In witness whereof the said parties to these presents of the second and third parts have



horizontal line... first above
 written...
 Richard... Payne
 Signed... and delivered by the...
 in the... 39-5

I certify that a duplicate of this... has been deposited in the
 Office of Land Revenue Records and Involvements and a copy thereof
 made or filed by me
 H. G. Newlett
 of the Records

39-1
 ✓

— Scale, 25344 Inches to a Mile —

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

Geo Sulley (S)

Richard Townsend (D) Payne

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

J Russell Sowray
Office of Woods, &c.
Whitehall Place

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

Rowland Hill
Clearwell Meend
W Coleford, Glos.
Clerk

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

H. G. Newlett
Keeper of the Records

20th December 1887

[Signature]