

Sch<sup>o</sup>

Dated 14<sup>th</sup>  
July 1888.

Manor of  
Stampton

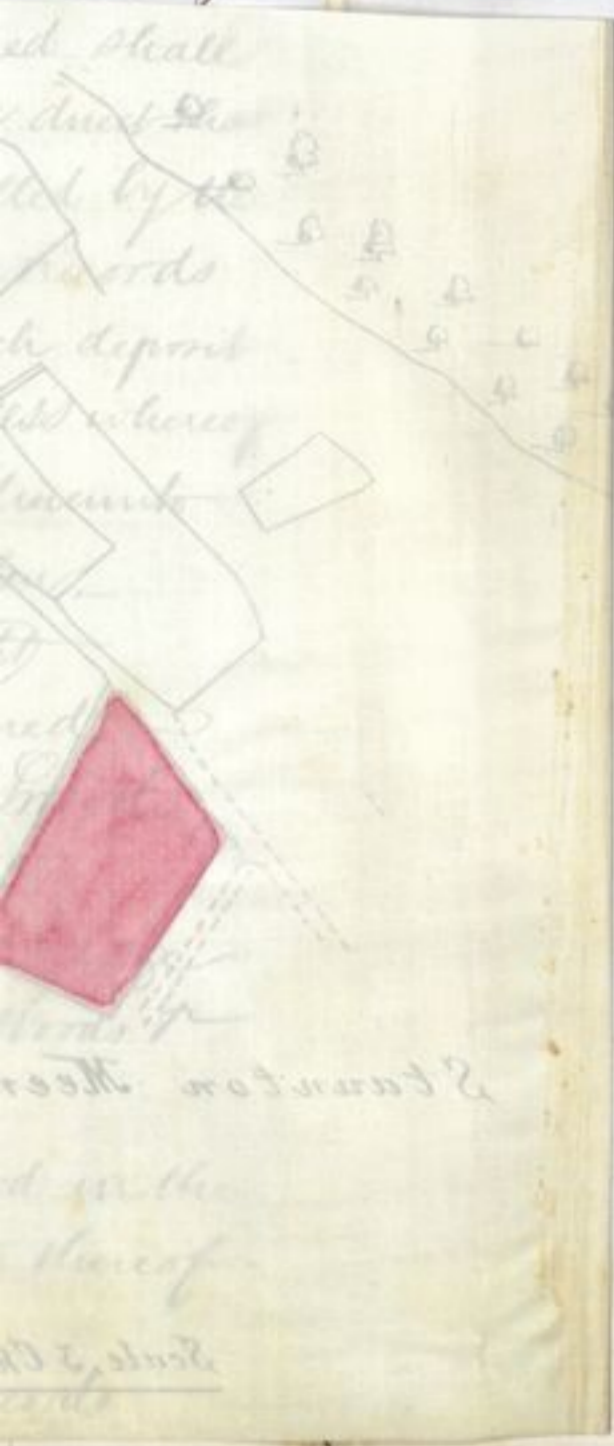
George Cullley  
Esq. a Commissioner  
of Her Majesty's  
Woods &

— (b) —  
Mr. Richard  
Morgan

Conveyance  
of an Encroachment  
at the Meend  
adjoining Kenney  
Marsh.

To all to whom these Presents shall come  
George Cullley Esquire the Commissioner of Her Majesty's Woods,  
Forests and Land Revenues to whom the management and direction of  
those parts of the Land Revenues of the Crown in which the hereditaments  
hereinafter granted are included have been assigned by an Order under  
the hands of two of the Commissioners of Her Majesty's Treasury on behalf of  
Her Majesty and under the authority of the Act of the 10<sup>th</sup> year of King  
George the fourth Chapter 50 and also of the Act of the 14<sup>th</sup> and 15<sup>th</sup>  
years of Her present Majesty Queen Victoria Chapter 112 Sends Greeting  
Whereas Mary Thomas late of May Hill in the Parish of Dixford in  
the County of Monmouth Widow previously to her death on the twelfth day  
of April One thousand eight hundred and eighty eight held of Her Majesty  
as Lady of the Manor of Stampton a certain piece or parcel of land or  
encroachment hereinafter described subject to the payment of the annual  
rent of Five Shillings to Her Majesty as Lady of the said Manor AND  
whereas by Will dated the third day of February One thousand eight  
hundred and eighty three and proved at Landaff on the fifteenth day  
of May One thousand eight hundred and eighty eight the said Mary  
Thomas appointed George Lewis of Monmouth Justice and Executor  
thereof And whereas the said George Lewis has requested the said  
George Cullley as such Commissioner as aforesaid to grant the said land and  
premises to Richard Morgan for the considerations and in manner  
hereinafter appearing Now these Presents witness that in  
consideration of the sum of Seven pounds ten shillings  
paid to the said George Cullley before the sealing and delivery of these  
presents of which sum he doth hereby acknowledge the receipt And  
the said George Cullley Doth by these Presents at the request and by  
the direction of the said George Lewis testified by his being a  
party to and executing these Presents Grant unto the said Richard  
Morgan of Milkwall near Coleford in the County of Gloucester Yeoman  
and his heirs All the Estate right title and interest of the Queen's  
Majesty of in and to All that piece or parcel of land or encroachment  
from the waste of the Manor of Stampton in the County of Gloucester  
situate at the Meend adjoining Kenney Marsh in the Parish of Stampton  
and Manor of Stampton being part of the possessions or land revenues of  
the Crown within the Ordering and Survey of the Court of Exchequer  
which said land or encroachment is delineated and colored Red on the  
Plan in the margin of these Presents and numbered 31 and is more  
particularly described in the Schedule hereto (save and except out of  
this Grant all Mines and Minerals within under or upon the said

and bona fide  
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Dated 14<sup>th</sup>  
July 1888.

Manor of  
Staunton

George Lullery  
Esquire  
of Her Majesty's  
Woods &c.

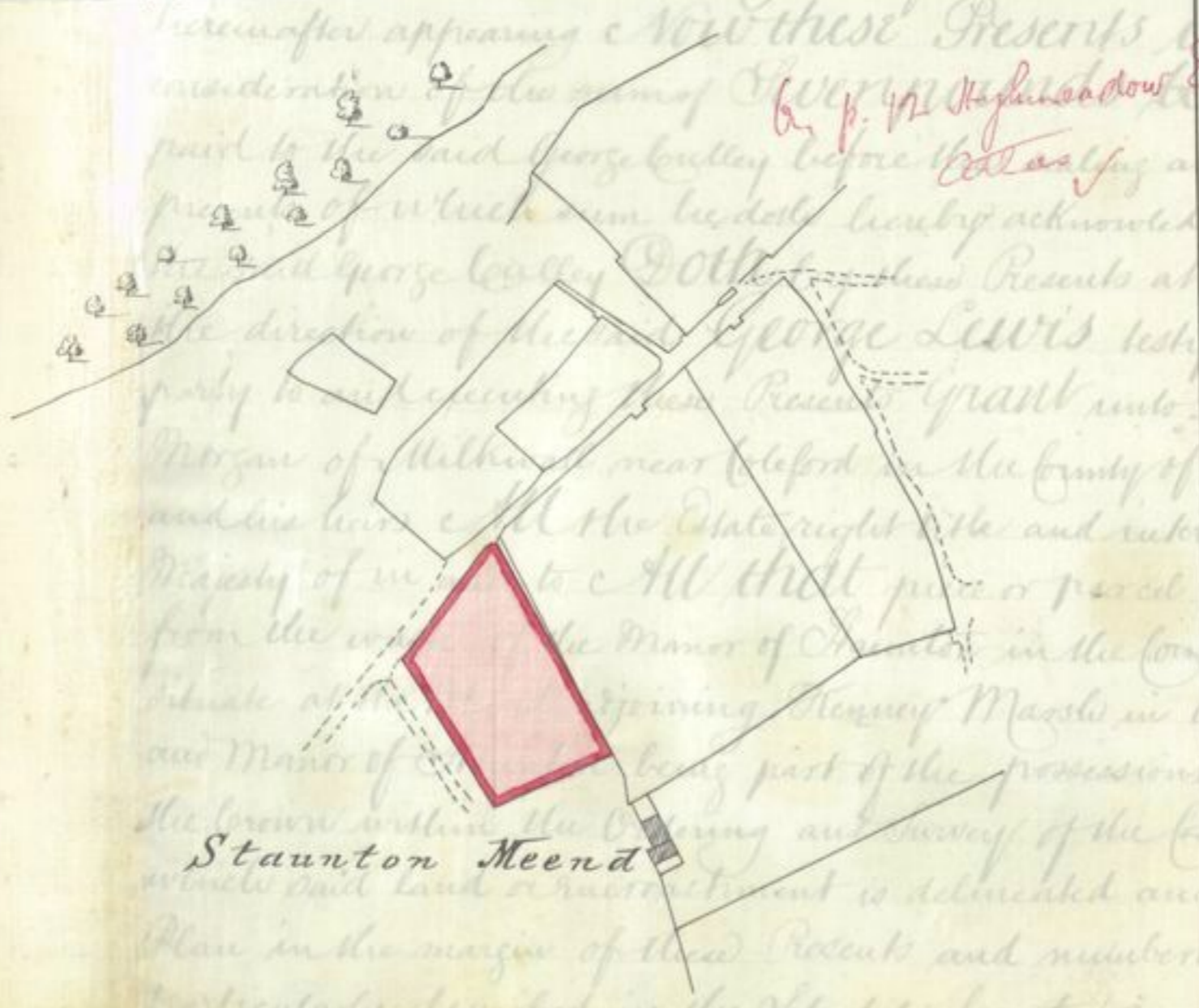
— (6) —

M<sup>r</sup>. Richard  
Morgan

Conveyance  
of an Eucroachment  
at the Meend  
adjoining Kenney  
Marsh.

**To all to whom these Presents shall come**  
George Lullery Esquire the Commissioner of Her Majesty's Woods, Forests and Land Revenues to whom the management and direction of those parts of the Land Revenues of the Crown in which the hereditaments hereinafter granted are included have been assigned by an Order under the hands of two of the Commissioners of Her Majesty's Treasury on behalf of Her Majesty and under the authority of the Act of the 10<sup>th</sup> year of King George the fourth Chapter 50 and also of the Act of the 14<sup>th</sup> and 15<sup>th</sup> years of Her present Majesty Queen Victoria Chapter 42 Sends Greeting

**Whereas** Mary Thomas late of May Hill in the Parish of Dixton in the County of Monmouth Widow previously to her death on the twelfth day of April One thousand eight hundred and eighty eight held of Her Majesty as Lady of the Manor of Staunton a certain piece or parcel of land or Eucroachment hereinafter described subject to the payment of the annual rent of Five Shillings to Her Majesty as Lady of the said Manor **And whereas** by Will dated the third day of February One thousand eight hundred and eighty three and proved at Landaff on the fifteenth day of May One thousand eight hundred and eighty eight the said Mary Thomas appointed George Lewis of Monmouth Justice and Executor thereof **And whereas** the said George Lewis has requested the said George Lullery as such Commissioner as aforesaid to grant the said land and premises to **Richard Morgan** for the consid. and in manner



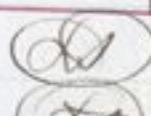


Scale, 3 Chains to an Inch

hereinafter appearing & now these Presents witness that in consideration of the sum of **Five Shillings** paid to the said George Lullery before the delivery of these presents of which sum he doth hereby acknowledge the receipt **And whereas** George Lullery doth hereby acknowledge the receipt and by the direction of the said George Lewis testified by his being a party to and executing these Presents grant unto the said Richard Morgan of Meltham near Cleford in the County of Gloucester Yeoman and his heirs &c. all the Estate right title and interest of the Queen's Majesty of in & to all that piece or parcel of land or Eucroachment from the Manor of Staunton in the County of Gloucester situate at the Meend adjoining Kenney Marsh in the Parish of Staunton and Manor of Staunton being part of the possessions or Land Revenues of the Crown within the County and Burgh of Evesham and which said land or Eucroachment is delineated and colored Red on the Plan in the margin of these Presents and numbered 31 and is more particularly described in the Schedule hereunto given and except out of the said grant all

land and premises with full power to Her Majesty from time to time and at all times for ever hereafter to enter upon search for work use raise carry away and enjoy the same as fully and effectually to all intents and purposes as if the grant had not been made To hold the said premises hereby conveyed unto and to the use of the said Richard Morgan his heirs and assigns for ever save and except as aforesaid but freed and absolutely discharged from the payment of the said rent of Five shillings above mentioned And the said George Culley 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 George Culley, George Lewis and Richard Morgan have hereunto set their hands and seals this fourteenth day of July in the year of Our Lord One thousand eight hundred and eighty eight.

Schedule

| No on Rental | Name of Occupier | Description   | Annual rent |
|--------------|------------------|---|-------------|
| 31           | William Rosser   | A new inclosure at the Meend three quarters of an acre adjoining Kenny Marsh late in the occupation of Hercules Jenkins and now of William Rosser | 5/-         |

Geo. Culley   
 George Lewis   
 Richard Morgan 

Signed, sealed and delivered by the above named George Culley in the presence of - J Russell Lowray, Office of Woods &c, Whitehall Place

Signed, sealed and delivered by the above named George Lewis in the presence of - Will: Edwards, Clerk to Mess<sup>rs</sup> Williams & Son, Solicitors, Monmouth

Signed, sealed and delivered by the above named Richard Morgan in the presence of - Will: Edwards, Clerk to Mess<sup>rs</sup> Williams & Son, Solicitors, Monmouth

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.

18<sup>th</sup> July 1888

H. G. Hewlett  
 Keeper of the Records

New Forest  
 Highway  
 1883

Lymington  
 Highway

Certificates  
 County Surveyors  
 as to repairs  
 Marl pit  
 Road

For plan  
 see page B<sup>5</sup>  
 page 99.

on time to  
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alley and  
had not been  
into and to  
signs for  
tely discharged  
ove mentioned  
s deed shall  
deposit of a  
and Involunt  
the Keeper of  
the said George  
set their  
of Our Lord

New Forest  
Highways Act  
1883

To  
The Clerk of the Peace for the  
County of Southampton

Lymington  
Highway District  
Certificate by  
County Surveyor  
as to repair of  
Marlpit Oak  
Road

I James Robinson, Surveyor for the time being of  
Bridges and other Public Works, appointed by the Justices of the  
County of Southampton do hereby certify that in pursuance  
of the provisions of the New Forest Highways Act 1883 (41 &  
47 Victoria Chapter 86) and on the application of George Colley  
Esquire, the Commissioner of Her Majesty's Woods Forests and Land  
Revenues, to whom the management of the New Forest in the said  
County of Southampton is now assigned, I have inspected the  
undermentioned Highway in the Lymington Highway District, viz<sup>t</sup>

For plan  
see case B<sup>k</sup> 17  
page 99.

The Road from Marlpit Oak to Latchmore situate in the  
Parish of Sway between the points marked K K on the plan  
attached to this Certificate as shewn by the red line on the said  
plan between those points and that such Highway is in good  
repair.

Dated this 23<sup>rd</sup> day of July 1888.  
James Robinson, C<sup>E</sup>  
County Surveyor

| Annual<br>rent |
|----------------|
| 5/-            |

Colley in  
Hall Place  
Lewis in  
Solicitor's

and Morgan  
Solicitors

ited in the  
thereof made

502

Dated 25<sup>th</sup> July 1888  
 New Forest

The Rev<sup>d</sup> Fred<sup>k</sup> Hermann Bowden Smith

Know all Men by these Presents That I Frederick Hermann Bowden Smith of Weston Patrick Minchfield in the County of Southampton Clerk in Holy Orders in consideration of the sum of Seventy two pounds paid to me by George Cutley Esquire, the Commissioner of Her Majesty's Woods, Forests and Land Revenues having the management and direction of the New Forest of which sum I hereby acknowledge the receipt DO by these presents as beneficial Owner grant and convey unto Her Majesty Her heirs and successors All those rights to allowances of Six loads of good Fuel Wood yearly from the open and unenclosed parts of the New Forest by the view and allowance of the foresters of the said forest as reasonable and necessary estovers for the necessary firewood of the messuages described in the Schedule hereunder written to be burnt and expended therein To have and to hold the said premises & conveyance hereinbefore expressed to be hereby granted unto and to the use of rights of letover of Her Majesty her heirs and successors as part of the possessions or fuel assignments and land revenues of the Crown AND I the said Frederick Hermann Bowden Smith do hereby for myself my heirs executors and administrators covenant with the Queen's Majesty her heirs and successors that I am lawfully seized of and well entitled to the hereditaments hereby conveyed for an estate of fee simple in possession free from all incumbrances, and that I will produce or cause to be produced to Her Majesty her heirs successors and assigns a certain Indenture of conveyance whereby certain interests in the messuage or premises called "Butts" were conveyed to Nathaniel Bowden Smith in or about the year One thousand eight hundred and fifty five when and so soon as the said conveyance shall be found the same having become lost or mislaid AND I hereby acknowledge the right of Her Majesty her heirs successors and assigns to production and delivery of copies of the said said conveyance and do hereby undertake for the safe custody thereof if and whenever the same said be found In witness whereof I the said Frederick Hermann Bowden Smith have hereunto set my hand and seal this twenty fifth day of July One thousand eight hundred and eighty eight.

The

The Schedule above referred to

| Number of Claim in Register of Decisions by the Commission acting under 17th 18th Vict. Cap. 49 | Lands or Tenements in respect of which Claim has been allowed   | Quantity of Wood or number of Loads annually |
|---|---|--|
| 258<br>(part of)  | An ancient messuage called Butts N <sup>o</sup> 178 on the Title Map of Brockenhurst  | One load                                     |
| 277<br>(part of)  | An ancient messuage called Carys situate in the Parish of Brockenhurst in the County of Southampton and N <sup>o</sup> 1 on the Title Map of that Parish 35 | Four loads                                   |
| —   | An ancient messuage called Gullivers situate at Brockenhurst aforesaid and N <sup>o</sup> 1 on the said Title Map 37  | One load                                     |

Frederick Hermann Bowden Smith (St.)

Signed sealed and delivered by the above named Frederick Hermann Bowden Smith in the presence of

Thomas Bone  
Parish Clerk Carpenter  
Weston Patrick  
Hants

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

28<sup>th</sup> July 1888

Notice of disclaimer of tenancy dated 4<sup>th</sup> Dec<sup>r</sup> 1899. See 33002 in file 898<sup>4</sup>.

Dean Forest

Quarry N<sup>o</sup> 605

Tool House

M<sup>r</sup> Henry Fox

Permission to use

Toolhouse on

payment of 5/- a

year

10 July 1888

889

Sir,

Dean Forest

Quarry N<sup>o</sup> 605

Office of Woods, P. J. W.

10<sup>th</sup> July 1888

In reply to your application of the 5<sup>th</sup> ult<sup>o</sup>, I am directed by M<sup>r</sup>. Lulley to inform you that he is willing to allow you to use the shed standing upon the site colored red on the enclosed tracing for the purpose of sharpening tools in connection with the above Quarry subject to your paying an acknowledgment of 5/- per year commencing from the 25<sup>th</sup> ult<sup>o</sup> during the continuance of the permission.

This permission will be strictly during the pleasure of this department, and if you desire to avail yourself of it you will be good enough to write a letter accepting this offer.

I am Sir,

M<sup>r</sup>. Henry Fox

Clearwell - Coleford

J. Russell Sowray

Dean Forest

Quarry N<sup>o</sup> 605

Henry Fox

Accepting offer

of permission to

use Toolhouse

17 July 1888

889

Sir,

Dean Forest

Quarry N<sup>o</sup> 605

Clearwell

Glo'cestre

17<sup>th</sup> July 1888

In reply to yours of 10<sup>th</sup> instant I beg to accept the offer to use the shed in connection with the above Quarry subject as therein mentioned.

I am

Sir,

Your obedient Servant

H. Fox

George Lulley Esq

Office of Woods P.

Mitchell Place

London - J. W.

Notice of disclaimer of tenancy dated 4<sup>th</sup> Decr 1899. See £3002 in July 898<sup>4</sup>.

Dean Forest

889

Quarry N<sup>o</sup> 605

Tool House

To Mr Henry Fox

Permission to use

Toolhouse on

payment of 5/- a

year

10 July 1888

Office of Woods, P. L. W

10<sup>th</sup> July 1888

Dear Forest

Quarry N<sup>o</sup> 605

In reply to your application of the 5<sup>th</sup> ult<sup>o</sup>, I am directed by Mr. Lullely to inform you that he is willing to allow you to use the shed standing upon the site colored red on the enclosed tracing for the purpose of sharpening tools in connection with the above Quarry subject to your paying an acknowledgment of 5/- per year commencing from the 25<sup>th</sup> ult<sup>o</sup> during the continuance of the permission.

This permission will be strictly during the pleasure of this department, and if you desire to avail yourself of it you will be good enough to write a letter accepting this offer.

I am Sir,

Mr. Henry Fox

Clearwell - Coleford

J Russell Sowray

Dean Forest

889

Quarry N<sup>o</sup> 605

Henry Fox

Accepting offer

of permission to

use Toolhouse

17 July 1888

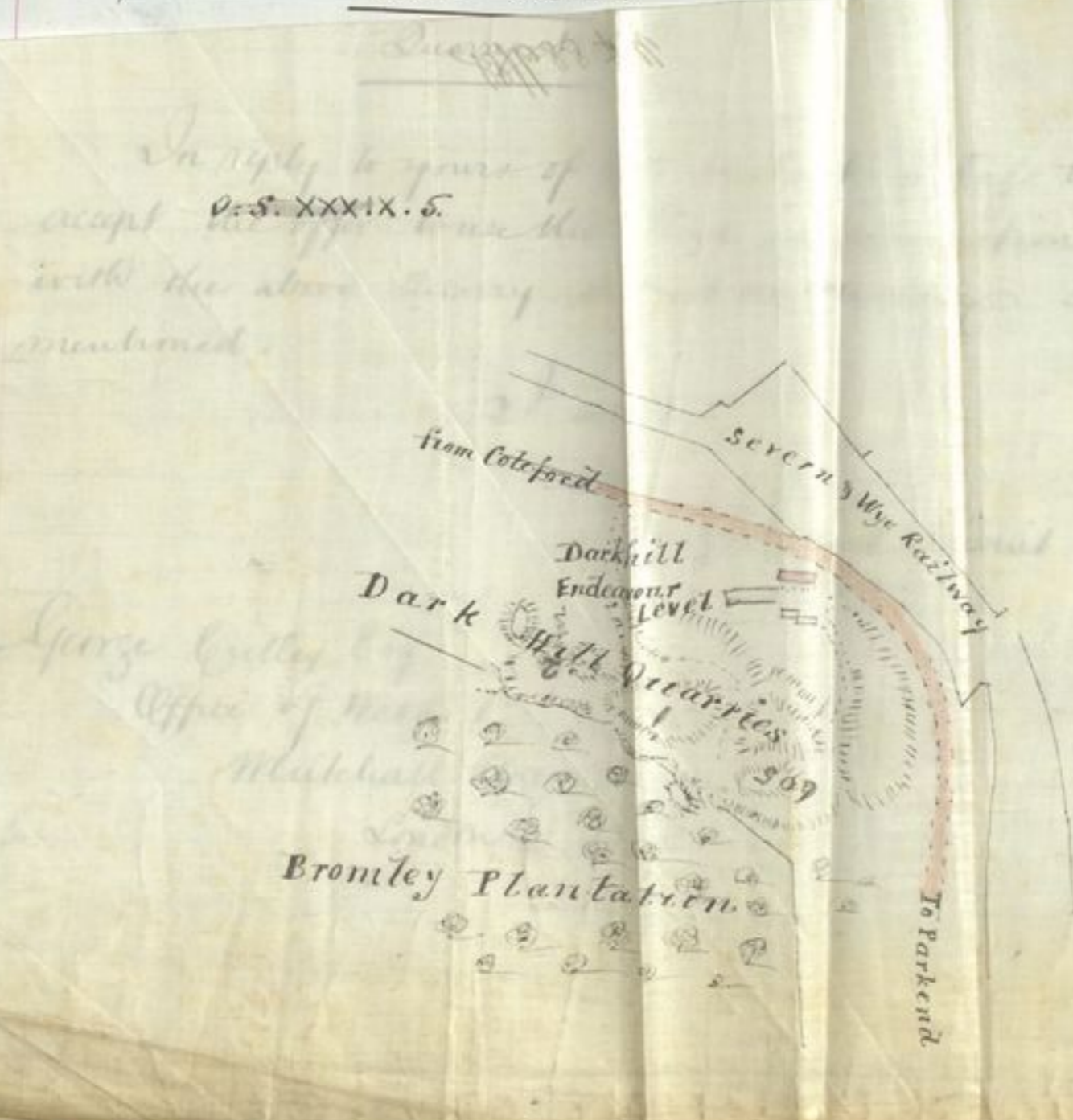
Clearwell

Glo'cestre

17<sup>th</sup> July 1888

Sir,

Dear Forest





L.W  
1888

I am  
willing to  
take red  
tools in  
returning an  
25<sup>th</sup> ult.  
lease  
of it  
is offer.

888

Articles of Agreement

Between  
THE QUEEN'S MOST EXCELLENT MAJESTY of the first part  
and  
James Keene  
of English Bicknor in  
the county of Gloucester Yeoman



Littleworth Field

Scale, 3 Chains to an Inch

James Keene  
as such Commissioner as aforesaid on behalf of  
Her Majesty agrees to let to the said tenant who hereby agrees with Her  
Majesty to pay and rent as tenant to Her Majesty ALL THAT piece or  
parcel of Arable land situated in  
the parish of English Bicknor  
in the county of Gloucester  
known as Littleworth Field  
the boundaries of which  
land is shown  
on the annexed  
plan in the  
possession of James Keene  
and assigns  
from the  
day of February 1889  
tenant  
being however (determinable as after mentioned) at  
the yearly rate of twelve shillings to be paid to the Deputy  
Highmower of the  
parish from all taxes rates and deductions whatsoever  
by equal Quarterly payments on the second  
the second day of August  
November and the second day  
of February in every year the first Quarterly payment to be due on the  
second day of May 1889 AND the said  
tenant hereby agrees that he will pay to the Queen's Majesty the said yearly rent  
of 12 shillings on the days and in the manner aforesaid. And will also  
pay the land tax now or hereafter to be levied on the land and all other rates taxes and  
assessments whatsoever (except the Landlord's property tax) now or hereafter to be  
levied in respect of the land and a proportionate part thereof  
for the time being between the Quarterly day of payment next preceding  
the day on which the same shall expire

Dated 19<sup>th</sup> July 1888

Articles of Agreement made the Nineteenth

day of July One thousand eight hundred and eighty eight

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

James Keene  
of the parish of English Bicknor in  
the county of Gloucester yeoman

and

hereinafter called "the said Tenant" of the third part

James Keene

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 or

AGREEMENT for Letting  
Littleworth Field  
in English Bicknor

parcel of Arable land situate in  
the parish of English Bicknor  
in the county of Gloucester

on a Yearly Tenancy from the  
2<sup>nd</sup> February 1889

called or known as Littleworth Field  
a. r. p.

Rent £ 9. 12. 0 per Annum.

and containing 9. 2. 8 or thereabouts  
with the appurtenances situate at

which said piece of land is shown  
by red colour on the annexed

plan and was lately in the  
occupation of Mr Roger Keene

together with the fixtures therein TO HOLD the same hereditaments to the said  
tenant his executors administrators and assigns  
from the second day of February 1889 as tenant

from year to year (the tenancy being however determinable as after mentioned) at  
the yearly rent of nine pounds twelve shillings to be paid to the Deputy  
Surveyor of the Crown's High Meadow Estate

free from all taxes rates and deductions whatsoever  
(except Landlord's property tax) by equal Quarterly payments on the second  
day of May the second day of August  
the second day of November and the second day  
of February in every year the first Quarterly payment to be due on the

second day of May 1889 AND the said  
tenant hereby agrees that he will pay, to the Queen's Majesty the said yearly rent  
of £ 9. 12. 0 on the days and in the manner aforesaid And will also

pay the land tax sewers rates tithes or tithe rent charge and all other rates taxes and  
assessments whatsoever (except the Landlord's property tax) now or hereafter to be  
imposed in respect of the said premises Together with a proportionate part thereof  
for the period which shall elapse between the Quarterly day of payment next preceding  
the expiration of the said tenancy and the day on which the same shall expire

Farmer 4 Dec 1899  
1898

Notice H O

Dean Forest  
Quarry N° 605  
Toll House  
To Henry Fox  
Permission to use  
Tollhouse on  
payment of 5/-  
Year

10 July 1888

Dean Forest  
Quarry N° 605  
Henry Fox  
Accepting offer  
of permission to  
use Tollhouse

17 July 1888

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.

23rd July 1888  
H. G. Newlett  
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 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

J Russell Sawray  
Office of Woods  
Whitehall Place

Geo Culley

Signed by the above-named  
James Keene  
in the presence of

J. Keene  
Farmer  
Boddington  
nr Sheltonham

James Keene  
Farmer  
English B  
near Colefo

fences and gates thereon in good  
any waste or damage to the said  
manage and cultivate the said land  
heart and condition and will also  
will on the determination of the  
s in good repair and condition to  
to the said GEORGE CULLEY or  
the time being of Her Majesty's  
management of the said premises  
ssioners) or to whom he or they  
er or Commissioners or his or their  
to enter into and inspect the state  
y works thereon or to place thereon  
at it shall be lawful for the said  
to determine this tenancy at any one  
er in the first or any subsequent  
endar months' previous notice in  
uch notice shall proceed from the  
e given to the said tenant or left  
notice shall proceed from the said  
Commissioners of Her Majesty's  
GEORGE CULLEY doth hereby  
y and sufficiently inrolled by the  
Revenue Records and Inrolments  
the Keeper of the said Records  
parties to these presents of  
their names the day and year

Deau Forest  
Old Powder Magazine  
at Mispool

John Silley

Monthly tenancy  
for the above at  
a rent of 1/- a  
month

rec<sup>d</sup> 2<sup>nd</sup> Aug<sup>t</sup> /88

To,

George Culley Esq  
H.M. Commissioner of Woods  
in charge of Deau Forest.

Middeldeau, Glos:  
July 1888

Sir,

I agree to become tenant of the building  
lately occupied as a Powder Magazine by the  
Lydney and Mispool Iron Ore Company under a  
Lease from the Crown, as from the 25<sup>th</sup> March last  
at a monthly rent of 1/- . - The tenancy to be determinable  
either by the Crown or myself by a month's notice  
in writing expiring on the 25<sup>th</sup> of any month. -

JMS

I am,  
Sir,

Your obed<sup>t</sup> Servant  
John Silley

Geo Culley

James Kee  
Farm  
English B  
near Colefo

not sold and  
name of lease

Dated 31<sup>st</sup>  
July 1888.

# Articles of Agreement

By of Southampton part

George Culley Esq  
a Commissioner of Her  
Majesty's Woods &

Lieut. E. L.  
Walker Munro,  
R.N.

## Agreement

for the erection of  
House and Stables  
upon land at  
Rhinefield in the  
New Forest and for  
the grant of a lease  
thereof.

Deed of Variation of  
Covenant under  
clause 10 - dated  
15/02/1938 entered  
W.L.B. 39 p. 70  
26/4/62.

made the thirty first day of July One thousand eight hundred and eighty eight Between The Queen's Most Excellent Majesty of the first part George Culley Esquire, the Commissioner of Woods in charge of the premises hereinafter mentioned, of the second part and Edward Lionel Walker Munro of Lady Cross a Lieutenant on the Retired List of Her Majesty's Navy, hereinafter called the Lessee of the third part Whereas Her Majesty is seized in right of Her Crown of the inheritance in fee simple of all that piece or parcel of land (hereinafter called "the said lands") containing forty two acres and eighteen perches or thereabouts situate in the New Forest in the Township of Rhinefield in the County of Southampton which said land is delineated and colored pink in the plan hereto annexed And whereas the Lessee has proposed to erect a house and buildings on the said land, and to take a lease thereof for the term and subject to the covenants and stipulations hereinafter contained which proposal has been assented to by the said George Culley as such Commissioner as aforesaid in exercise of the powers of the Acts 10 Geo 4<sup>th</sup> Cap. 50 and 14 and 15 Vict: Cap: 76 and of all other powers enabling him so to do and with the authority of the Commissioners of Her Majesty's Treasury signified by their Warrant dated the seventeenth day of April One thousand eight hundred and eighty eight Now these Presents witness that the Lessee doth hereby for himself his heirs executors and administrators covenant with Her Majesty her heirs and successors as follows that is to say

- 1 The Lessee shall forthwith remove and clear away all buildings and the materials thereof now standing on the said lands and all such buildings and materials shall be or become the absolute property of the Lessee and the Lessee shall be at liberty to cut down or transplant such trees upon the said lands as may be necessary for clearing a site of such new house and buildings and the grounds and appurtenances thereto such trees as aforesaid to remain the property of Her Majesty
- 2 The Lessee shall previously to the 10<sup>th</sup> day of October 1888 or within such further time as shall be approved in writing by the Lessor (the expression "Lessor" being defined in the 6<sup>th</sup> Clause hereof) and before commencing the new buildings submit to

The Lessor the block plans elevations and sections (hereinafter referred to as "the Designs") and Specifications of and relating to the house and buildings hereinafter agreed to be erected and shall submit to such modifications and alterations therein as the Lessor may require and shall at his own cost amend the same so often as he may be called upon to do so until the same are finally approved and shall bear and pay all expenses and charges incurred by the Lessor in relation thereto until such approval shall have been obtained and a copy of such designs and specifications shall when so approved remain deposited at the Office of the Commissioners of Woods.

- 3 The Lessee shall be at liberty to make such sunk fences as he may think fit and will forthwith put into proper repair all the existing fences belonging to the said land all such fencing and repairs to be carried out to the satisfaction of the Lessor.
- 4 The Lessee will on or before the twenty fifth day of March one thousand eight hundred and eighty nine or within such further time as may be approved in writing by the Lessor erect on the said lands in a substantial and workmanlike manner with new and second materials of all sorts a private dwelling house stables and offices (with all requisite and proper sewers drains cesspools and other appurtenances thereto respectively) of such description and in such position and according to such designs and specifications as shall have been previously approved of by the Lessor and will erect complete and finish the said house and buildings with the appurtenances and layout and plant the gardens thereof in all respects to the satisfaction of the Lessor and will lay out and expend in building and completing such house stables and the offices thereto respectively the sum of four thousand pounds at the least and if required will produce to the Lessor proper Vouchers for such expenditure.
- 5 Upon the production by the Lessee of a Certificate signed by the Deputy Surveyor of the New Forest testifying that the said house stables and offices have been built, completed and finished in all respects to his satisfaction and according to the said designs and specifications and that the several stipulations herein contained, which ought by that time to have been complied with and fulfilled have been complied with and fulfilled the Lessor will grant to the Lessee and his or their executors administrators and assigns a lease of the house and buildings so erected and of the said lands with the appurtenances Reserving to Her Majesty her heirs and successors the timber and other trees and all substrata whatsoever under the said lands with liberty to enter on the premises for all necessary and

reasonable purposes and also to make plans and take surveys of the same To hold the said premises unto the Lessee or his nominee or nominees, and his or their executors admors and assigns from the twenty fifth day of March One thousand eight hundred and eighty eight for the term of Eighty four years at the yearly rent of Eighty pounds to be paid 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 except in the last year of the said term in which the two last quarterly payments of rent shall be paid on the quarter day next preceding the expiration of the said term free and clear of all rates taxes charges and assessments and impositions whatsoever.

6. The Lease shall be in the form and shall contain the covenants on the part of the Lessee set forth in the draft form of Lease marked A approved and signed by the Lessor and deposited in the Office of the Commissioners of Woods.

7. The Lessee will accept the Lease to be granted as aforesaid and will execute such lease and a duplicate thereof and will during the period which may elapse between the twenty fifth day of March One thousand eight hundred and eighty eight and the grant of such lease duly perform and observe all and every the covenants conditions and agreements contained in such draft lease by and on the part of the Lessee as aforesaid in like manner as he would be bound to do if such Lease had actually been granted to him so far as the nature of the case will permit of the observance and fulfilment thereof and will during the same period pay to Her Majesty at the time and in the manner hereinbefore mentioned the same amount of yearly rent as is to be reserved by such lease and in case of default in payment of such rent for twenty days next after the same shall have become due it shall be lawful for the Lessor to recover the same by distress upon any goods chattels and effects of the Lessee wherever the same may be found and by the sale thereof and also the expenses of such distress and sale and will also during the like period pay all rates taxes tithes tithes rent charges and other outgoings for the said lands and premises.

8. The Lessee shall be at liberty at any time during the said term to construct and erect upon the stream known as "Ober Water" shown upon the said Plan hereunto annexed a dam or



forcing engine for the purpose of supplying the said messuage and buildings with water and to lay down and maintain a pipe or line of pipes from such raw or forcing engine or from any Well or Spring within one mile from the said lands for the purpose of conveying water therefrom to the said messuage and buildings and also to make or sink such well or wells outside the said lands and to lay such pipes or lines of pipes as may be necessary for conveying water as aforesaid the position of all such wells so to be made or sunk as aforesaid to be agreed upon between the Lessee and the Deputy Surveyor and the Lessor shall also be at liberty from time to time to enter upon the lands and premises in upon or under which such raw engine wells and pipes shall have been erected made sunk or laid as aforesaid and to take up repair rebuild relay alter cleanse and amend the same as occasion may require nevertheless making fair and reasonable compensation to Her Majesty her heirs and successors tenants and assigns for all loss injury or damage sustained by her or them by reason of the aforesaid powers such compensation to be settled in case of difference by arbitration in the usual way Provided always that it shall be lawful for Her Majesty her heirs successors and assigns from time to time and at any time hereafter and without any further consent on the part of the Lessee to cultivate use and occupy the surface of the land and premises in upon or under which the said pipes or lines of pipes may have been constructed or laid for such purpose and in all respects in such manner and to execute such works therein and thereon and to erect such buildings thereon as she or they may think proper or expedient without being liable for any injury or damage that may happen to such pipes in so doing or to make any compensation in respect thereof.

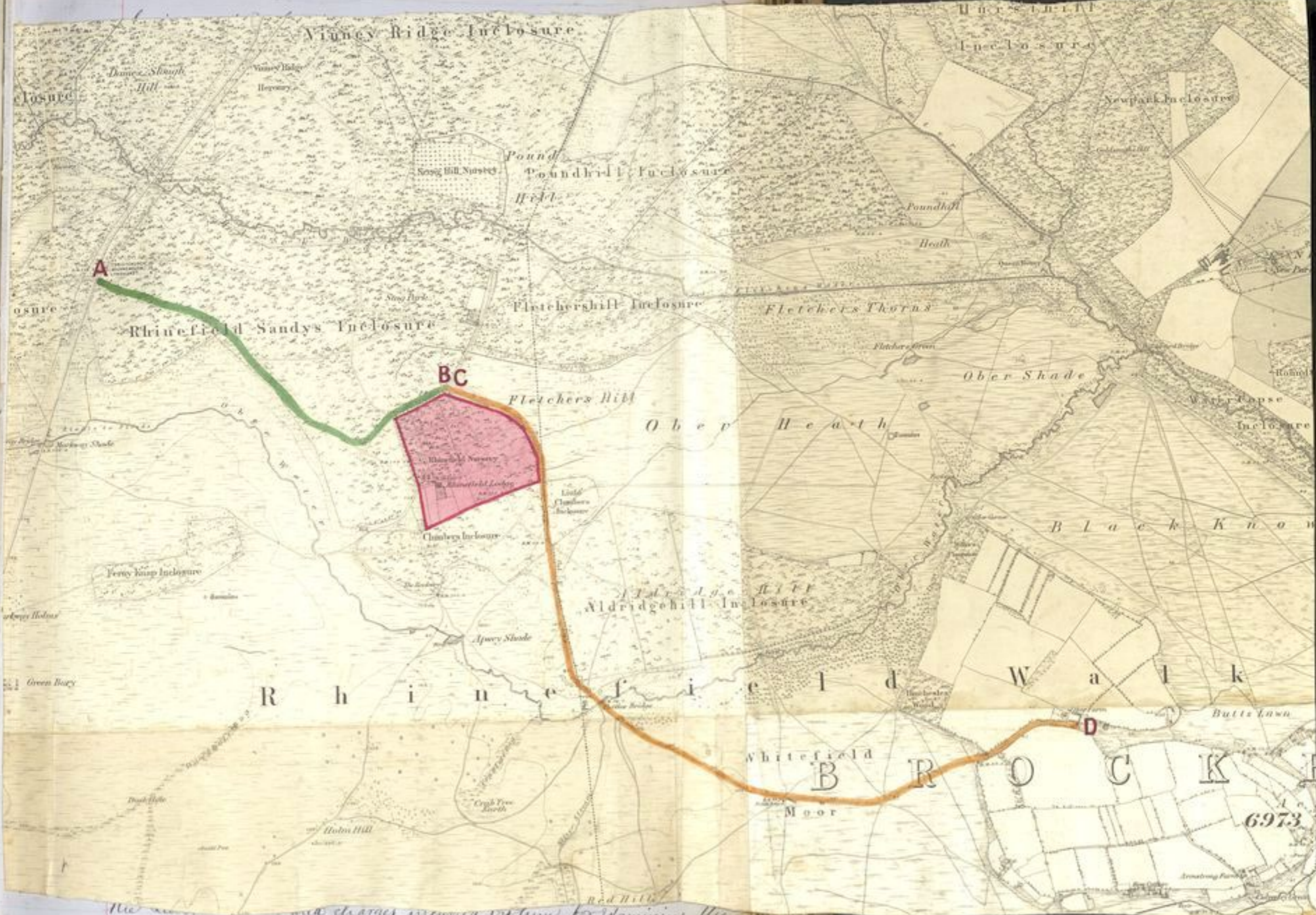
9. The lease hereinbefore agreed to be granted shall be prepared in duplicate in the Office of the Commissioners of Woods & the Lessee shall pay to the Lessor the following costs and charges, viz<sup>t</sup>, for drawing engraving and completing this Agreement and duplicate and the enrolment thereof the sum of Three pounds and three shillings and for drawing engraving and completing the said lease and duplicate and the enrolment thereof the sum of Twenty pounds, and will likewise pay to the Lessor any costs and charges incurred by him for examining the designs and specifications aforesaid.

And the Lessor doth hereby covenant with the Lessee as follows, that is to say

10. The Lessor shall forthwith put into such repair as will allow of the free carting of building materials to the said land the Road

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the said charges, mowm of him for examining the designs and specifications aforesaid.

And the Lessor doth hereby covenant with the Lessee as follows, that is to say

10 The Lessor shall forthwith put into rule repair as will allow of the free carting of building materials to the said lands the Road

colored brown on the said plan from Rhinefield to Brockenhurst as far as Ober farm between the points C and D and shall also rebuild the bridge over the said Ober Water (known as Puttes Bridge) when and so soon as the present bridge shall be found to be no longer able to carry the ordinary traffic along the Road and shall within six months after the Lessee shall require him so to do make and convert the ride shewn on the said plan between the points A and B and colored green on the said plan from the said lands through Rhinefield Sandys Plantation to the fourth milestone on the Christchurch Lyndhurst Road into a good gravelled drive entering Rhinefield Enclosure at the North side at the point B.

11. The Lessor shall cut 3 Alleys or Avenues 50 feet wide through or sufficiently through the Clumbers Enclosure shown on the said plan for the purpose of opening up the view from Rhinefield and will cut such other Alleys or Vistas through the other Enclosures adjoining Rhinefield as may be required by the Lessee provided that such clearances do not involve an unreasonable sacrifice of timber.
12. Subject to the completion of the buildings as aforesaid, and the granting of the said Lease the Lessor shall at the request of the Lessee make over to him the said road from Rhinefield to Brockenhurst and also the said new road so to be made through Rhinefield Sandys Plantation as aforesaid in thoroughly good order repair and condition and the Lessee shall during the said term be allowed the use of such roads in common with the Lessor and his tenants servants and agents and shall maintain the same unless and until taken over by the Highway Authority in such order and condition only as he may consider necessary and proper and without any liability to the Lessee for the non-repair thereof and the Lessor shall allow the Lessee to get and dig such amount of sand gravel and clay as may be necessary for the purpose of erecting and completing the said buildings and shall supply to the Lessee ready for use such amount of timber and gravel as he may require for the purpose of repairing and maintaining the said roads in manner aforesaid until the same be taken over by the Highway Authority such materials to be gotten and supplied by the Lessor and removed by the Lessee from the nearest pits or other places upon lands belonging to the Lessor whence they may conveniently be gotten and under the superintendance

3<sup>rd</sup> August 1888

Wm. Stewart  
Keeper of the Records

Inspection in the office of the Surveyor of the Lands Revenue Records and  
Instruments and an entry hereof made or filed by me

of the said Deputy Surveyor free of all charge for royalty or otherwise.  
13. In case the Lessee shall make default in the performance of all or any of the covenants on his part hereinbefore contained it shall be lawful for the Lessor to enter into and upon and retain possession of the said land and of all such buildings and materials as may then be found upon the said land for the absolute use of Her Majesty her heirs and Successors.

14 Nothing in these Presents contained shall be construed into a demise at law of the premises hereby agreed to be demised or any part thereof so as to vest any estate in the Lessee, but he and they shall only have a right to enter upon the said land for the purpose of performing this Agreement.

15. This Agreement shall remain in force as to any of the conditions thereof which may not have been performed notwithstanding the grant of the lease hereby agreed to be granted of the said premises.

16 Provided lastly and it is hereby agreed and declared that the term "Lessor" herein means Her 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.

17 AND the said George Culley doth hereby direct that this Agreement shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Involvements and the filing or making an entry of such deposit by the Keeper of the said Records and Involvements 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) Lionel (S) Walker Munro

Signed sealed and delivered by the within named George Culley in the presence of - I Russell Lowray, Office of Woods P., Whitehall Place.

Signed sealed and delivered by the within named Edward Lionel Walker Munro in the presence of George Gomer Lady Cross Lodge, Brockenhurst Butler

3<sup>rd</sup> August 1888  
Certified 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. Stewart  
Keeper of the Records

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Dated 2<sup>nd</sup>  
August 1888

Dean Forest

George Colley  
Esq: a Commissioner of  
Her Majesty's  
Woods &c.

— (h) —

The Sydney  
and Crump  
Meadow Colliery  
Company

LEASE of  
1. 2. 3/4 of waste  
land at or near  
Ruardean Walk in  
the Forest of Dean  
to be held in  
connection with the  
Nelson Colliery

Commencing  
25<sup>th</sup> Decr. 1887  
Term — 21  
Expires 25<sup>th</sup>  
December 1908

Rent £6. 10/-  
per Annum

This Indenture

made the second day of August  
One thousand eight hundred and eighty eight Between The  
Queen's Most Excellent Majesty of the first part George  
Colley Esquire the Commissioner of Her Majesty's Woods Forests  
and Land Revenues in charge of the premises hereby demised of the  
second part and The Sydney and Crump Meadow Collieries  
Company Limited hereinafter called the Lessees of the third  
part Witnesseth that in consideration of the rent and covenants  
hereinafter reserved and contained The said George Colley as such  
Commissioner as aforesaid by virtue of every power enabling him  
so to do Doth by these presents demise and lease unto the Lessees  
First All those four pieces or parcels of land situate in the  
Forest of Dean in the County of Gloucester situate lying and being  
in Ruardean Walk at or near to the Pits of the Nelson Gate or  
Colliery containing respectively one acre one rood and thirty four  
perches Four and a half perches one quarter perch and one perch  
And secondly All those two several pieces or parcels or plots of  
land situate lying and being at or near Delves Enclosure in  
Ruardean or Hubert Walk in the said Forest of Dean containing  
together by admeasurement two and a half perches which said pieces  
of land are part of the unenclosed wasteland of the said Forest  
and are more particularly described on the plan drawn in the  
margin hereof and are thereon colored red and as to the premises  
secondly demised are numbered 5 and 6 except and reserving out  
of this demise all mines minerals stone and substrata within or  
under the said lands together with all rights powers and authorities  
incident or belonging to the said excepted premises To hold the said  
pieces of land unto the Lessees subject nevertheless to the provisions  
of the Acts 1 & 2 Victoria Cap 43 and 24 and 25 Victoria  
Cap 110 from the twenty fifth day of December One thousand  
eight hundred and eighty seven for the term of Twenty one  
years (determinable nevertheless as hereinafter mentioned) &  
for the purpose of erecting or continuing on the first demised premises  
a weighing machine four cottages a Clerk's Office a Stable a  
Carpenters Shop and a Storehouse and on the secondly demised  
lands a Cottage an Engine house and an Office to be held and  
used in connection with the Nelson Gate or Colliery of which the  
Lessees are the registered Owners and for no other purpose whatsoever  
Paying therefor during the said term unto the Queen's Majesty  
her heirs and successors the yearly rent of Six pounds ten

shillings by equal half yearly payments on the twenty fourth day of June and the twenty fifth day of December in every year - without any deduction or abatement whatsoever the first of such payments to be made on the twenty fourth day of June One thousand eight hundred and eighty eight & MD the lessors do hereby covenant with the Queen's Majesty her heirs and successors in manner following that is to say

1. To pay unto the Queen's Majesty her heirs and successors the said yearly rent of six pounds ten shillings on the days hereinafore appointed for payment thereof without any deduction or abatement whatsoever.
2. To pay the Land tax and all other taxes sewer and other rates charges assessments and impositions whatsoever which now are or at any time during the said term may be taxed assessed or imposed upon the said demised premises or any part thereof.
3. To forthwith well and sufficiently enclose and fence in the said land hereby demised to the satisfaction of the lessor and during the continuance of this demise at their own costs to keep the same so well and sufficiently enclosed and fenced in as aforesaid.
4. At all times to maintain and keep the said demised premises in good and proper repair order and condition and with all necessary and requisite drains sewers watercourses and amendments whatsoever and to make good all damage or injury which at any time or times during the continuance of this demise may happen or be occasioned to the lands trees property or possessions of Her Majesty or of any adjoining Owner or Owners by reason of the use or occupation of the said <sup>demised</sup> premises for the purposes aforesaid Provided that it shall be lawful for the lessor or the Deputy Surveyor or the Deputy Gavelles for the time being of the said Forest with or by his or their Workmen Servants or Agents from time to time and at all times during the continuance of this demise to enter unto and upon the said demised premises for the purpose of viewing and examining the state and condition thereof.
5. Not at any time during the continuance of this demise without the consent in writing of the Lessor for that purpose first had and obtained to erect build or set up or permit or suffer to be erected built or set up upon the said piece of land hereby demised or any part of the same any house building or machinery whatsoever other than and except such as is hereby authorized nor use or occupy or permit or suffer the said demised premises or any part thereof to be used or occupied otherwise than for the purposes of and in connection with the said Gale or Colliery and in strict conformity with the Acts 1 & 2 Victoria Cap 43 Sec 6 and 24 and 25 Victoria Cap

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Cap 10 Sec 25 and so far as the same may be applicable & direct) the rules orders and regulations of the Deau Forest Mining Commissioners made for the working of Gales Pits Levels and Works of Coal or Coal Mines in the said Forest of Deau and Hundred of St Briavels and not to commit or suffer to be committed any waste spoil damage or injury to the said demised premises or any part thereof or to the enclosures lands trees property or possessions of Her Majesty or of any adjoining Owner or Owners nor to do or suffer to be done any act or thing whatsoever which may be or become a nuisance annoyance or disturbance to the Lessor or to the Owners or Occupiers of any contiguous premises.

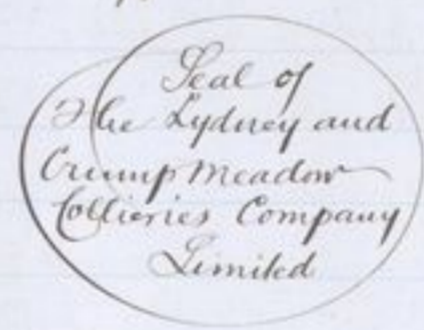
6 At the end or other sooner determination of the said term to peaceably and quietly leave surrender and yield up into the Lessor or his or their duly authorized Agent the said demised premises in good and proper repair order and condition.

7 At their own costs within three calendar months from the respective dates thereof to cause all Assignments which may at any time hereafter be made of these Presents or of the premises hereby demised and all Probates of Wills and Letters of Administration affecting the premises to be within six calendar months from the date hereof enrolled in the Office of Land Revenue Records and Inrolments and Minutes or Books thereof respectively to be entered in the Office of the Commissioners of Woods.

Provided always and these presents are granted upon this Express condition that the said term hereby granted shall absolutely cease and determine when the said Nelson Gale or Colliery shall be relinquished or given up or cease to be worked pursuant to the rules orders and regulations of the Deau Forest Mining Commissioners made for working Gales Pits Levels and Works of Coal or Coal Mines within the said Forest and Hundred or the grant of the said Gale or Work shall be otherwise determined. Provided also And these presents are upon this express condition that if the said rent of Five pounds ten shillings hereby reserved or any part of the same shall be unpaid for thirty days next after either of the days of payment on which the same ought to be paid or if the Lessees do not in all things observe perform and keep all and singular the covenant provisions conditions and restrictions herein contained and on their part to be performed and kept according to the true intent and meaning of these presents then and from thenceforth and in any of such cases the Lessor may reenter and retain possession

of the said demised premises as fully in all respects as if these presents had not been made and in case of any such recumbency there shall be payable by the Lessees to Her Majesty her heirs and successors in addition to any rent due a proportionate part of the accruing rent for the then current half year up to the day on which such recumbency shall have been made It is hereby agreed and declared that the term Lessor herein means the Queen Majesty her heirs successors and assigns or so long as the reversion of the demised premises is vested in the Crown the Commissioners or Comptroller of the Exchequer or Deputy Comptroller or other the person or persons for the time being entitled by law to the management and direction thereof and that all rights and obligations of the Lessees under these presents shall devolve with the Leasehold interest hereby created and be accordingly enjoyed observed and performed by the person or persons in whom such interest shall for the time being be vested AND the said George Fulley doth hereby direct that this deed shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Inrolments and the filing or making of an entry of such deposit by the Keeper of the said Records and Inrolments In witness whereof the said George Fulley has hereunto set his hand and seal and the Company have caused their common Seal to be hereunto affixed the day and year first above written.

Geo Fulley



J. Goldworthy } Directors  
 J. Barker }  
 R. C. Banks Secretary

Signed sealed and delivered by the within named George Fulley in the presence of - J. A. T. Fulley, Heckwood 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.

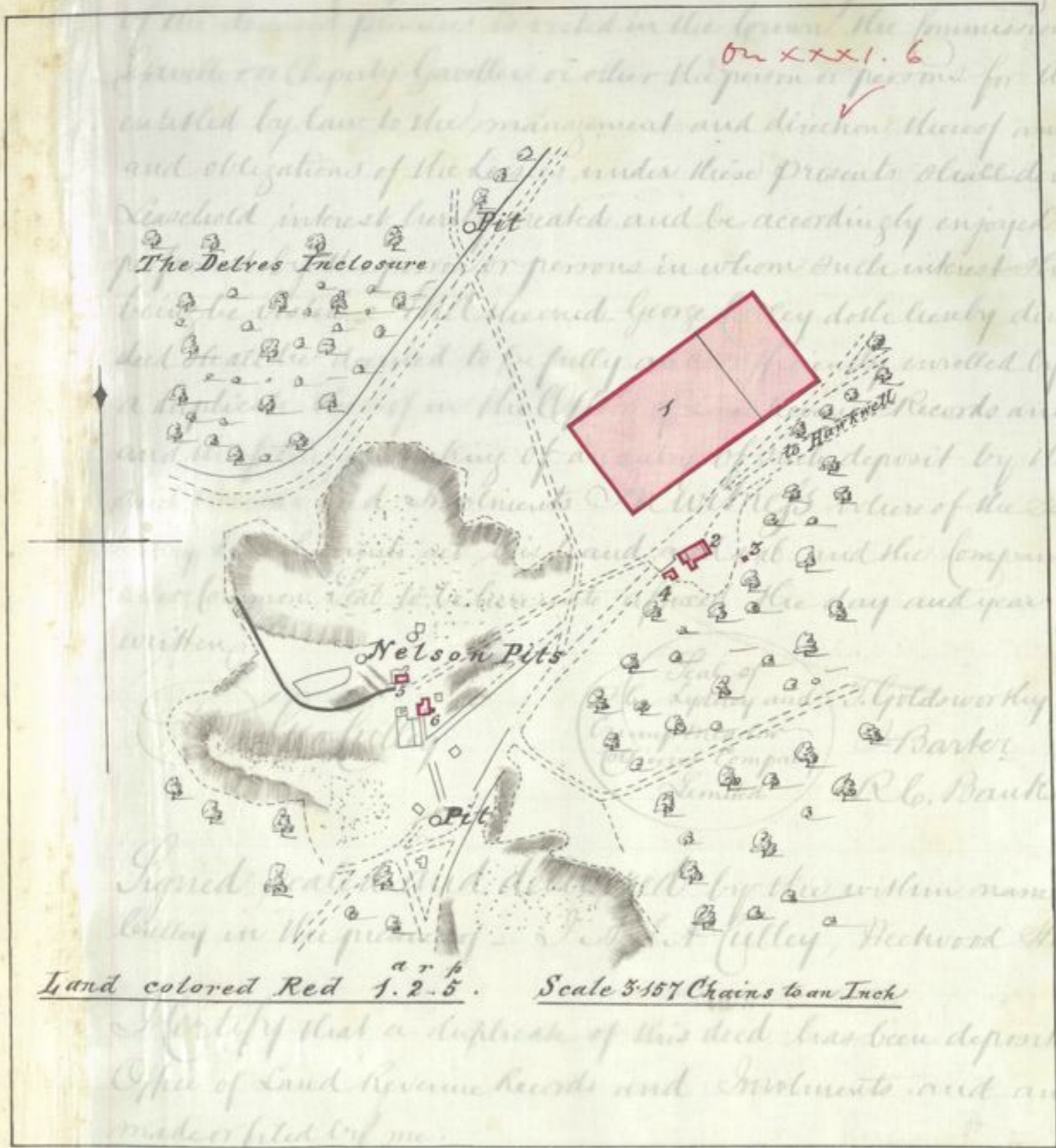
H. G. Hewlett  
 Keeper of the Records.

20<sup>th</sup> August 1888

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of the said demised premises as fully in all respects as if these presents had not been made and in case of any such recutting there shall be payable by the Lessees to Her Majesty her heirs and successors in addition to any rent due a proportionate part of the accruing rent for the then current half year up to the day on which such recutting shall have been made. It



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20<sup>th</sup> August 1888

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H. J. Hewlett  
Keeper of the Records



(Dated 21<sup>st</sup> August  
1888.

Forest of Dean

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

— and —

The Guardians  
of the Poor of the  
Westbury on  
Severn Union

Agreement  
as to Roads  
within the Town  
-ship of East Dean

No 2.

## The Agreement

made the twenty first day of August one thousand eight hundred and eighty eight Between George Culley Esquire the Commissioner of Her Majesty's Woods Forests and Land Revenues to whom the management of the Forest of Dean in the County of Gloucester is now assigned of the one part and The Guardians of the Poor of the Westbury on Severn Union in the County of Gloucester acting as the Rural Sanitary Authority for that Union and hereinafter called "the Guardians" of the other part.

Whereas by virtue of an Order of the local Government Board the Guardians of the Rural Sanitary Authority of the said Union are invested with the powers rights duties capacities liabilities and obligations of an Urban Sanitary Authority under certain Sections of the Public Health Act 1875 relating to Highways within (among other portions of their District) the Township of East Dean in the said County of Gloucester and by virtue of such provisions the Guardians are now the Highway Authority having jurisdiction over the Township of East Dean Township aforesaid.

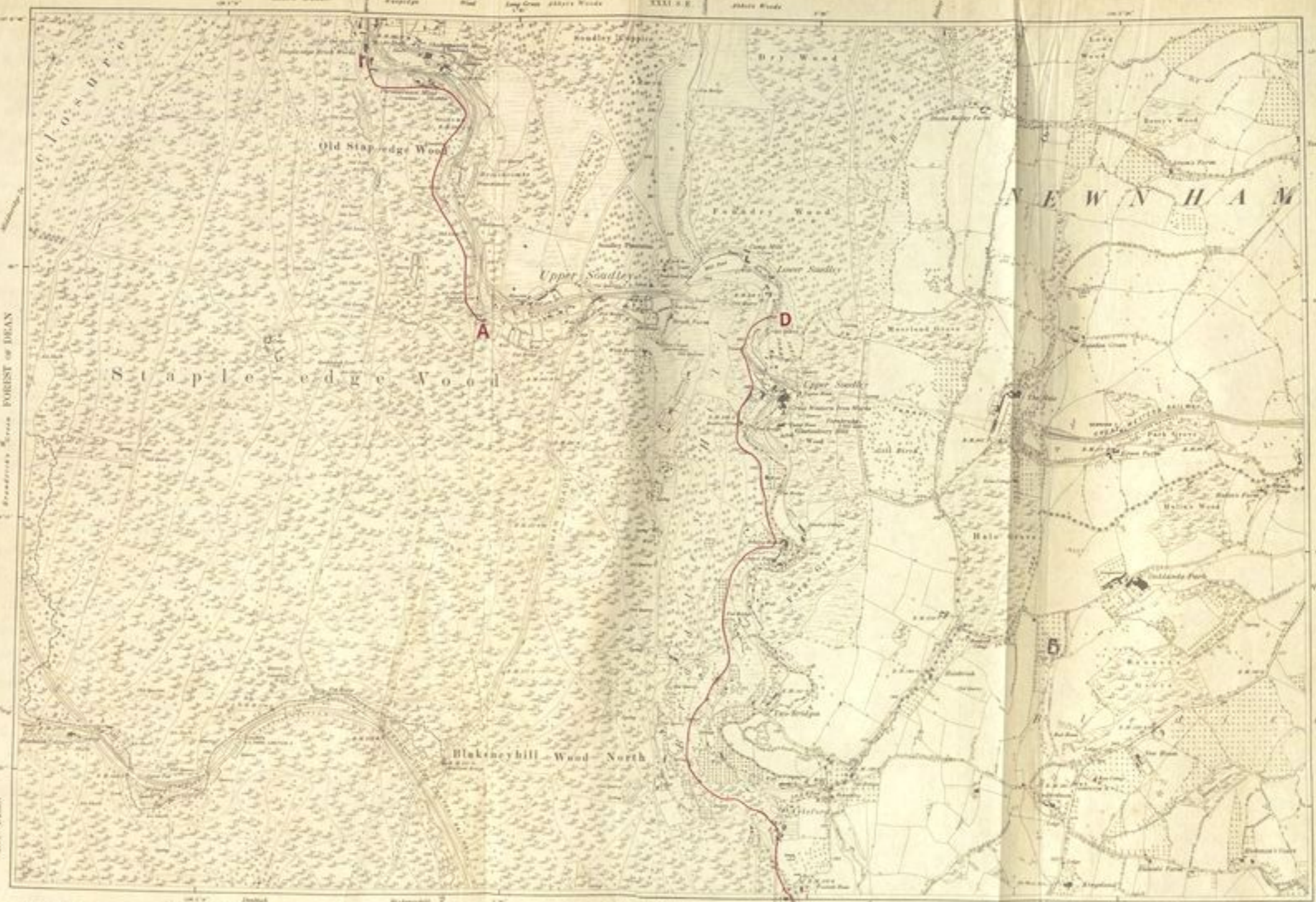
And whereas by the Act of Parliament 46 and 47 Victoria c 87 entitled "The East and West (Dean) (Highways) Act 1883" the said George Culley as such Commissioner as aforesaid and the Guardians as such Sanitary and Highway Authority as aforesaid are empowered to make and carry into effect Agreements concerning the execution and expenses of the repair and maintenance of any Highways or roads made or to be made within the said Township other than Roads which had already or should at any time after the passing of the said Act cease to be Turnpike Roads with power to make provision in any such Agreement that any such Highway or road should be put into repair or made wholly or in part by the said George Culley as such Commissioner as aforesaid and should after a date to be fixed by the Agreement become repairable by the inhabitants of the said Township and be maintained as a Highway accordingly with any other terms conditions or provisions that may be agreed upon between the said George Culley as such Commissioner and the

Guardians as such Authority as aforesaid;

Now these Presents Witness and the said George Culley as such Commissioner as aforesaid and the Guardians as such Authority as aforesaid mutually agree as follows, namely

The said George Culley shall forthwith make and complete in a proper and substantial manner a Road leading from Talley Point to Stapledge Brick Works and a new road leading from Brains Green to Soudley Furnaces as indicated by the brown line between the points A and B and C and D respectively on the plan attached hereto such Roads to be formed (so far as practicable) without acquiring land not belonging to Her Majesty) of a width of fifteen feet at least and to be metalled over the entire surface with nine inches of good ballast placed to the satisfaction of the County Surveyor of the County of Gloucester and covered with four inches of good sound lime stone broken to pass through a two and a half inch ring and laid to the satisfaction of the said County Surveyor.

2. When and so soon as the County Surveyor or Chief Constable for the said County of Gloucester or (in the event of such Surveyor or Chief Constable declining or neglecting to inspect the said roads or any of them upon being requested so to do by the said George Culley or other the Commissioner or Commissioners of Her Majesty's Woods Forests and Land Revenues to whom the management of the said Forest of Dean shall for the time being be assigned and who are hereinafter referred to as "the said Commissioner or Commissioners") some independent Surveyor nominated and appointed for such purpose by the said Commissioner or Commissioners shall certify in writing that the said Roads to be made as aforesaid have been repaired or made and completed (as the case may be) as aforesaid to his satisfaction the roads the subject of such certificate shall as from the date of such Certificate be and become Highways or a Highway repairable by the inhabitants of the said Township of East Dean and be for ever maintained as Highways or a Highway accordingly and all fees payable for any such Certificate to the County Surveyor or Chief Constable or such other Surveyor as aforesaid shall be paid by the said Commissioner or



Scale - Six Inches to One Statute Mile or 320 Feet to One Inch - scale

Scale - Six Inches to One Statute Mile or 320 Feet to One Inch - scale

Photographed from other Plans and Published as the Ordnance Survey Office Authorisation

1884

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*Handwritten notes on the left margin of the book, partially visible on the adjacent page.*

Commissioners and every such Certificate as aforesaid shall either be filed by the Clerk of the Peace for the said County of Gloucester with the Records of the County or to be enrolled in the Office of Land Revenue Records and Involvements.

In witness whereof the said George Culley has hereunto set his hand and seal and the said Guardians have caused their Common Seal to be hereunto affixed the day and year first before written.

The Common seal of the Guardians of the Poor of the Westbury on Severn Union acting as the Rural Sanitary Authority of the District of the said Union was affixed to this Agreement at a Meeting of the said Guardians acting as such Rural Sanitary Authority held on Tuesday the twenty first day of August one thousand eight hundred and eighty eight by Charles Asgill Poole.

Presiding Chairman in the presence of

M. F. Sartel.

Clerk to the said Guardians

Signed Sealed and Delivered by the said George Culley in the presence of: -

J. A. S. A. Culley.

Westwood Hall.

Northumberland

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Cranmoor Bog  
as defined to  
Mr Maxwell  
etc

Sir,

Queen's House  
Lyndhurst.

Sept. 3. 1888.

(Drain Pikes Hill)

I have the honor to inform you that Mr Maxwell  
will gratefully accept the terms offered to him for  
laying a drain from his cottages into Cranmoor Bog.  
These terms were not defined in your letter to me,  
and I have therefore defined them to Mr Maxwell  
as follows :-

1. That the license is during the pleasure of the  
Crown only.
2. That the drain is to be kept in good order  
and repair by Mr Maxwell.
3. That an annual acknowledgment of £1. 0. 0.  
is to be paid.

I have the honor to be, Sir,  
Your obedient Servant.  
Gerald Pascelles.

J. Culley Esq.



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Reporting Mr  
Maxwell's  
acceptance of  
terms for  
making drain  
from his  
Cottages to  
Cranmore Bog  
as defined to  
Mr Maxwell  
etc

Sir,

Queen's House

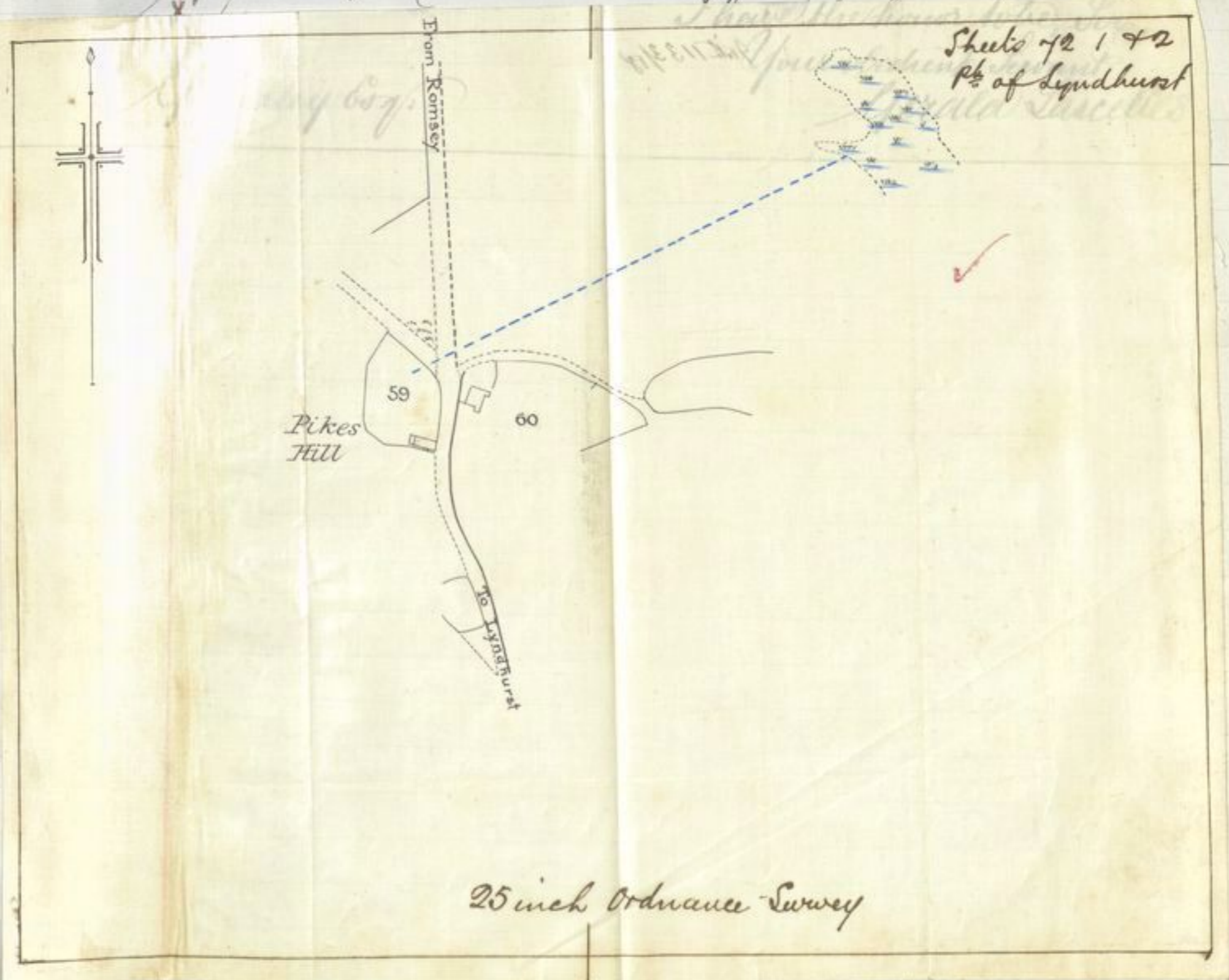
Lymdhurst.

Sept. 3. 1888.

Drain Pikes Hill

I have the honor to inform you that Mr Maxwell  
will gratefully accept the terms offered to him for  
laying a drain from his cottages into Cranmore Bog.  
These terms were not defined in your letter to me,  
and I have therefore defined them to Mr Maxwell  
as follows :-

1. That the license is during the pleasure of the  
Crown only.
2. That the drain is to be kept in good order  
and repair by Mr Maxwell.
3. That an annual acknowledgment of £1. 0. 0.  
is to be paid.



25 inch Ordnance Survey

Dated 24<sup>th</sup>  
August 1888

Forest of Dean  
& Hundred of  
St Briavels.

The Registered  
Owners of the  
Gale of Coal called  
The Park End  
Deep Level Colliery

— to —

The Queen's  
Most Excellent  
Majesty.

Release  
of  
Shortworkings

**This Indenture** made the twenty fourth day of August One thousand eight hundred and eighty eight Between Edwin Crawshaw of Riverdale near Newnham in the County of Gloucester Esquire William Crawshaw of Lypiatt Terrace Cheltenham in the said County Esquire James Wintle of Newnham in the said County Esquire the Executors and Trustees of Henry Crawshaw deceased and The Venerable Archdeacon Francis Lear of Bishopstone near Salisbury in the County of Wilts Clerk in Holy Orders Thomas Gambier Parry of Highnam Court near Gloucester Esquire Henry Edward Waddy of the City of Gloucester Surgeon and Hubert Waddy of the same City Secretary to the Sharpness & Co. Canal Company of the first part & George Bulley 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 parties hereto of the first part are the Registered Owners of the Gale of Coal called Park End Deep Level Colliery described in the First Schedule to the Dean Forest Mining Commissioners Award of Coal Primes dated the eighth day of March One thousand eight hundred and forty one And whereas the holders of the said Gale have not bona fide commenced the opening thereof in violation of the fourth Rule specified in the second Schedule to the said Award 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 parties hereto of the first part and the said George Bulley as such Commissioner and Gaveller as aforesaid that in consideration of the forbearance until the thirtieth day of June One thousand eight hundred and eighty 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 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

Edwin  
William  
James

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 seven in respect of the said Gale and which amount to the sum of Seventy two 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 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 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 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 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 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 Colley 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.

Edwin (S) Crausley  
William (S) Crausley  
James (S) Mittle

Francis (S) Lear  
J. Gambrier (S) Parry  
Henry Edward (S) Maddy

Hubert (S) Maddy  
Geo: (S) Fulley



Signed sealed and delivered by the within named Edwin  
Crawshay in the presence of - E. R. Acton  
Clerk to Messrs James Wuttle & Son  
Solicitors, Newnham, Gloucestershire

Signed sealed and delivered by the within named William  
Crawshay in the presence of - E. R. Acton

Signed sealed and delivered by the within named James Wuttle  
in the presence of - E. R. Acton

Signed sealed and delivered by the within named Francis  
Lear in the presence of

Judith Lear  
Wife of the Rev. E. D. Lear, Vicar of  
Blackmoor, Hants

Signed sealed and delivered by the within named Thomas  
Gambier Parry in the presence of -

John Lowray  
Highnam Court  
Estate Steward

Signed sealed and delivered by the within named Henry Edward  
Waddy in the presence of

Arthur S. Helps  
Solicitor, Gloucester

Signed sealed and delivered by the within named Hubert  
Waddy in the presence of

Arthur S. Helps

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

J. A. S. Fulley  
Wetwood 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.

*M.D.*

27<sup>th</sup> August 1888

H. G. Hewlett  
Keeper of the Records

Dated 20<sup>th</sup>  
Sept. 1888

New Forest

George Fulley  
a Commissioner  
of Her Majesty's  
Works, &c.

and  
M<sup>rs</sup> Greathead

Agreement  
for Surrender  
and new lease  
of Lady Cross  
Lodge and  
premises in  
County of  
Southampton

# Articles of Agreement

Dated 20<sup>th</sup> Sept. 1888

New Forest

George Lutley Esq  
a Commissioner  
of Her Majesty's  
Woods, &c.

— and —  
M<sup>rs</sup> Greated

Agreement  
for Surrender  
and new lease  
of Lady Cross  
Lodge and  
premises in the  
County of  
Southampton

Hubert

George

written in  
entry

made the twentieth day of September One thousand eight hundred and eighty eight Between The Queen's Most Excellent Majesty of the first part George Lutley Esquire a Commissioner of Woods in charge of the New Forest in the County of Hants of the second part and Alice Greated of Lady Cross Lodge in the Parish of Boldre in the County of Southampton, Widow, (hereinafter called the Lessee) of the third part.

Whereas Her Majesty is seized in right of Her Crown of the inheritance in fee simple of All that messuage or dwelling house called Lady Cross Lodge with the Stables backhouse and other outbuildings Cottage Garden and land thereto adjoining and belonging containing altogether sixty nine acres one rood and twenty two perches situate in the Parish of Boldre in the County of Southampton which said premises are more particularly described in the Schedule hereunder written and are delineated and colored Red and the dimensions and abutments thereof are shown in the plan drawn in the margin hereof Subject to a Lease of the said premises dated the twenty first day of March One thousand eight hundred and seventy three granted to Alexander Bazot for the term of thirty one years from the tenth day of October One thousand eight hundred and sixty nine which lease is now vested in the said Alice Greated party hereto Now these Presents witness and the said George Lutley as such Commissioner as aforesaid in exercise of the Acts 10 George the fourth Chapter 50 and 14 and 15 Victoria Chapters 42 and 76 and of all other powers in anywise enabling him to do and with the authority of the Commissioners of Her Majesty's Treasury signified by their Warrant dated the eleventh day of September One thousand eight hundred and eighty eight Doth hereby on behalf of The Queen's Majesty Covenant with the Lessee And the Lessee hereby covenants with the Queen's Majesty Her Heirs and Successors in manner following that is to say

- 1 The Lessee will at her own expense on or before the twenty fifth day of March One thousand eight hundred and eighty nine cause and procure the said Lease of twenty first March One thousand eight hundred and seventy three to be effectually surrendered To the Queen's Majesty free from underleases and under tenancies.
- 2 The Lessee will on or before the twenty fifth day of March One thousand eight hundred and ninety three expend the sum of One thousand pounds at the least upon additions to and improvements in the messuage outbuildings

and premises at Lady Cross Lodge aforesaid the sum of Two hundred and thirty pounds part of the said sum of One thousand pounds being expended in the erection of a brick wall with a coping thereto in the place of the existing garden Wall such additions and improvements to be carried out and executed in a good substantial and workmanlike manner with good sound and proper materials under the inspection and to the satisfaction of the said George Culley or other the Commissioner of Woods for the time being in charge of the said premises (hereinafter called the Commissioner) or his Surveyor or Agent for the time being and in accordance with the plans, sections, elevations and specifications to be previously approved of in writing by the Commissioner and signed by the said Alice Gresham and deposited in the Office of the Commissioners of Woods.

3 The Lessee will within the period aforesaid and in addition to the expenditure hereinbefore agreed to be made put such part or parts of the said messuage outbuildings and premises as shall not be rebuilt under the covenant hereinbefore contained together with the fixtures therein in good and sufficient repair and condition to the satisfaction in all respects of the Commissioner his Surveyor or Architect and in accordance with the terms of the said lease under which the said messuage and premises are now held.

4 Upon the production by the Lessee of a certificate signed by the Surveyor of the Commissioner testifying that the additions to and improvements in the said messuage outbuildings and premises hereinbefore mentioned have been carried out executed completed and finished in all respects to his satisfaction and according to the aforesaid plans sections, elevations and specifications of this Agreement and that the repairs have been done as aforesaid the Commissioner shall and will by an Indenture of Lease to be prepared by the Solicitor for the time being acting on behalf of the Commissioner at the costs and charges of the Lessee which costs and charges have already been paid by the Lessee demise and lease unto the Lessee her executors admors and assigns the said messuage or dwelling house and premises called Lady Cross Lodge with the Stables Coachhouse and other <sup>out</sup> buildings Reserving to the Queen's Majesty all timber and other trees and all mines and mineral substances and substrata whatsoever with liberty to enter on the premises to view cut down grub up dig and search for jet work dress take and carry away the same excepted premises and for all other necessary and reasonable purposes and also to make plans and take surveys of the said premises and of the

said additions and improvements in the said message and premises To hold the same for the term of Thirty one years from the twenty fifth day of March One thousand eight hundred and eighty eight at the yearly rent of One hundred and thirty pounds payable quarterly on the twenty fourth day of June, twenty ninth day of September, twenty fifth day of December and the twenty fifth day of March in every year free from all deductions except Landlord's property tax.

5. The said Lease shall be in the form and shall contain the covenants on the part of the Lessee set forth in the draft form of Lease marked A approved and signed by the Lessee or her Solicitor or authorized Agent and deposited in the Office of the Commissioners of Woods and the Lessee shall accept the lease to be granted as aforesaid and shall execute such lease and a duplicate thereof and shall during the period that may elapse between the twenty fifth day of March One thousand eight hundred and eighty eight and the grant of such lease duly perform and observe all and every the covenants conditions and agreements contained in such draft form of lease by and on the part of the Lessee as aforesaid in like manner as she would be bound to do if such Lease had been actually granted to her and will during the same period pay to Her Majesty at the times and in manner hereinbefore mentioned the same amount of yearly rent as is hereinbefore agreed to be reserved by such lease and in case of default in payment of such rent for twenty days next after the same shall have become due it shall be lawful for the Commissioners to recover the same by distress upon any goods chattels and effects of the Lessee wheresoever the same may be found and by the sale thereof and also the expenses of such distress and sale and the Lessee shall also during the like period pay all rates taxes and other outgoings whatsoever in respect of the said premises And the said George Sulley 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 Involvements and the filing or making an entry of such deposit by the Keeper of the said Records and Involvements 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.

The Schedule above referred to.

| No on plan | Description   | Cultivation | Quantities |   |    |
|------------|---|-------------|------------|---|----|
| 1.         | House Outbuildings Yards Orchard and Ornamental grounds |             | 2          | 3 | 26 |
| 2          | The Park  | Pasture     | 19         | 0 | 9  |



| No<br>on<br>plan | Description                          | Cultivation   | Quantities |     |
|------------------|--------------------------------------|---------------|------------|-----|
| 3                | Potato Ground                        | Arable        | 1          | 20  |
| 4                | Gardeners Cottage and Kitchen Garden | —             | .          | 20  |
| 5                | Plantations                          | —             | 6          | 10  |
| 6                | The Rails                            | Rough Pasture | 38         | 27  |
| 7                | Fish Pond                            | —             | "          | 20  |
|                  |                                      |               | 69         | 122 |

(St) Geo. Culley                      Alice                      (St) Greathead

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

Signed sealed and delivered by the within named Alice  
Greathead in the presence of  
Charles J. Darling of The Temple London  
Q.C., M.P.

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

*[Signature]*  
25<sup>th</sup> September 1888

Dated  
Sept. 1888  
C. of South  
W. &  
Greathead  
— to  
The Duke  
Most Excellent  
Majesty  
Surrender  
of Lease  
Lady Croft  
dated 21<sup>st</sup>  
1873.