

Rent reduced by £6. on account of Brimstone Lodge being occupied by Brown Woodman. See Memorandum Entered Woods Lease Book 21. 1. 402.

Permission granted to cut a fire belt about 30 ft wide Feb. 02. see file 802.

Dated 21<sup>st</sup> March 1890

County of Southampton

George Gulleys Esq  
Principal Secretary of State for the War Department

**His Indenture** made the twenty first day of March One thousand eight hundred and ninety Between The Queen's Most Excellent Majesty of the first part George Gulleys Esquire a Commissioner of Her Majesty's Woods Forests and Land Revenues in charge of certain parts of the Land Revenues of the Crown (including the land and hereditaments hereinafter mentioned) on behalf of Her Majesty of the second part and Her Majesty's Principal Secretary of State for the War Department of the third part Witnesseth that in consideration of the rent and covenants hereinafter reserved and contained on the part of the said Secretary of State and his Successors to be paid and performed The said George Gulleys as such Commissioner as aforesaid in exercise of the powers of the acts tenth George the fourth Cap. 50 and fourteen and fifteen Victoria Cap 42 and of all other powers enabling him or to do Doth on behalf of the Queen's Majesty and with the consent of the Commissioners of Her Majesty's Treasury signified by a Warrant dated the twenty ninth day of January One thousand eight hundred and ninety demise and lease unto the said Secretary of State and his successors All those several pieces of open heath plantation and woodland containing in the whole Two thousand and sixty two acres one rood and one perch or thereabouts Together with the houses and buildings thereon which said lands and premises are situate in the County of Southampton and are more particularly described in the Schedule to these Presents and are delineated and edged with Pink in the Plan annexed to these Presents Together with the rights members and appurtenances therunto belonging And together with full right and liberty for the said Secretary of State to construct and thereafter to maintain upon the demised premises outside of the portions thereof enclosed in a fence edging such roads as he may deem necessary or desirable Except and Reserving unto The Queen's Majesty Her Heirs and Successors (but subject to the provisions hereinafter contained) all timber fir and other trees tallars pollards spires and saplings whether on stools or otherwise plantations and all mines and mineral substances whatsoever and all quarries of Stone and veins and beds of clay brick and tile earth gravel sand and other substrata in or upon the said premises with full liberty for the Lessor his Officers Grantees agents and Servants or any of them with or without horses cattle carts and carriages from time to time to enter upon the said premises lawfully demised to view cut down grub up saw work and convert the said trees tallars pollards spires and saplings and plantations and to dig search for get up work dress and make merchantable the said mines

by

Her Majesty's Principal Secretary of State for the War Department

LEASE of Lands and hereditaments at Woolmer in the County of Southampton

Commences 5<sup>th</sup> Jan<sup>y</sup> 1889 Term of years 21 Expires 5<sup>th</sup> Jan<sup>y</sup> 1910

Rent £500.

of a  
and  
possibly  
55 whereof  
to have  
above

pal

George

ited  
and an

ords

and mineral substances, stone, clay, bricks and tile, earth, gravel, sand and other substrata and the said excepted premises or any part thereof respectively to carry away and for the several purposes aforesaid to make and erect all requisite warehouses, engines & machines, sheds, saw-pits and other conveniences on the said demised premises. And with liberty also to dig and carry away peat and soil from the said premises for the purposes of the Royal Botanical Gardens at New-<sup>Arms</sup> reserving power also for the Lessor in the event of the messuage and premises hereby demised called Brimstone Lodge being required as a residence for a Crown Officer of the Commissioners of Her Majesty's Woods at any time or times upon giving to the Lessee or leaving for him at the War Office in London six calendar months previous notice in writing of the intention so to do to determine the tenancy of the said messuage and premises making to the Lessee on possession being given an abatement of Six pounds in respect of the rent for the same from the rent hereinafter reserved. To hold the said premises hereby demised unto the said Secretary of State and his successors as from the fifth day of January One thousand eight hundred and eighty nine for the term of Twenty one years paying therefor during the said term unto Her Majesty Her Heirs and Successors the clear yearly rent of Five hundred pounds by equal quarterly payments upon the fifth day of January the fifth day of April the fifth day of July and the tenth day of October in every year during the said term the first of such payments having become due as on the fifth day of April One thousand eight hundred and eighty nine and the rent for the last quarter of a year of the said term to be paid in advance on the tenth day of October next preceding the expiration of the said term which said rent is 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 present and future taxes, charges, assessments and other impositions and outgoings whatsoever except Landlord's property tax. And the said Secretary of State doth for himself and his successors covenant with Her Majesty Her Heirs and Successors in manner following that is to say

- 1 To pay unto Her Majesty Her Heirs and Successors the said yearly rent or sum of Five hundred pounds upon the respective days and in manner aforesaid.

- 2 To pay the Land tax (if any) tithes, rent charges in lieu of tithes and all drainage or sewer rates and all other taxes charges rates assessments and impositions and outgoings whatsoever (properly chargeable on hereditaments occupied by the said Secretary of State for the public service) now or at any time hereafter to be taxed charged rated assessed or imposed in respect of the said premises under any existing or future Act of Parliament (except Landlord's Property tax) together with a proportionate part thereof up to the day of the end of this demise.
- 3 To keep in good and substantial repair during the said term the said messuages and other buildings hereby demised and all other buildings from time to time erected on the said land together with all fixtures therein and also the walls gates stiles mounds banks and bridges ledges fences boundary stones and posts on the said land being previously furnished with or allowed to cut necessary and proper timber rough wood thorns stakes and bushes for all such repairs.
- 4 To clear out and cleanse once in every year in a proper manner all the ditches watercourses sluices sewers and drains belonging to the said premises and in case the said Secretary of State or his successors shall at any time neglect or omit to cleanse the said ditches watercourses sluices sewers and drains as aforesaid the Lessor may cause the same to be done and charge the expense thereof to the said Secretary of State or his successors which may be recovered as rent hereby reserved and in arrear.
- 5 To permit the lessor or his Agent at all seasonable times in the day time to enter into and upon the said premises and to examine the state of repairs and condition thereof and to take any map or plan of the said premises AND in case the said premises or any part thereof shall upon such examination be found defective out of repair or not in a proper state and condition and notice in writing of any such matters shall be given to the said Secretary of State or his successors or left for him or them at his or their Office the said Secretary of State or his successors will within the space of three calendar months next after every such notice shall have been or given or left as aforesaid supply and make good all such defects and wants of repair as aforesaid to the satisfaction of the Lessor and if the said repairs shall not be well and sufficiently made good within the time expressed in any such notice as aforesaid the Lessor may cause the same to be done and charge the said Secretary of State and his successors with the expense of such repairs the amount of which may be recovered as rent hereby reserved and in arrear.
- 6 To yield up on the expiration or other sooner determination of the



For  
consent to exercise firing rights over land at Longmoor included in this lease

paid term to the Lessor all the said premises hereby demised together with all new erections improvements and fixtures in good and substantial repair.

Subject as hereinafter provided to preserve all the trees tellars pollards spires and saplings for the time being standing or growing upon the said premises from bite of cattle or other injury and subject as hereinafter provided not to cut down fell or destroy lop top or prune any of such trees tellars pollards spires or saplings under the penalty of Ten pounds for every such tree tellar pollard spire or sapling to be from time to time paid to the Lessor as a liquidated fine in addition to the actual amount of damage done and to pay the Lessor the value or amount of any damage or injury which may be done or occasioned to the said trees tellars pollards spires or saplings during the continuance of this demise either by fire or in any other manner whatsoever except only such (if any) injury or damage as may be done by any servants or agents of the Lessor or the value or amount to be from time to time ascertained by the Deputy Surveyor for the time being of Her Majesty's Woolmer Estate or the Deputy Surveyor of the New Forest or such other person as the Lessor may appoint Provided always that the said Secretary of State or any one authorized by him may cut and clear away from the parts of the said premises colored or shaded brown on the said Plan such fir trees and undergrowth as may be approved by the Deputy Surveyor of Her Majesty's Woolmer Estate to whom reference is to be made in all cases before any such cutting or clearing is commenced And the said Deputy Surveyor shall be deemed to approve any such cutting or clearing if he does not within ten days after such reference shall have been made to him object thereto in writing.

As to fires see  
File 8023.

8 NOT to raise or remove or suffer to be raised or removed any mineral substance stone clay brick or tile earth gravel sand or soil from the said premises except materials for making new roads or repairing existing roads upon the said premises nor commit or suffer any wilful or voluntary waste spoil or destruction in or upon the said demised premises or any part thereof.

9 NOT to assign or underlet the said premises hereby demised or any part thereof (except that the messuages and tenements on the said premises and the right of grazing cattle sheep or horses and the right of hunting shooting and sporting over the said premises may be underlet to a respectable and responsible tenant or to respectable and responsible

tenants) or part with the possession of this lease without the license and consent in writing of the Lessor.

10 To procure every Assignment which may with such license as aforesaid be made of these Presents or of the premises hereby demised or any part thereof and all Probatos of Wills and Letters of Administration affecting this lease or the term hereby granted to be within six calendar months from the date hereof enrolled in the Office of Land Revenue Records and Inrolments and a minute or docket thereof entered in the Office of the Commissioners of Woods in London.

11 Provided always And these Presents are upon this express condition nevertheless that if the said yearly rent of Five hundred pounds or any part thereof shall be unpaid for the space of forty days next after either of the said days hereinbefore appointed for the payment thereof respectively Or in case the said Secretary of State his successor or assigns shall not observe and perform the several covenants agreements and conditions herein contained and which on his or their part ought to be observed and performed then and in any of the said cases it shall be lawful for the Lessor to enter into and upon and retain possession of the said hereby demised premises as fully and effectually in all respects as if these presents had never been made.

12 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 Commissioners or Commissioners or other the person or persons for the time being entitled by law to the management and direction thereof and that all rights and obligations of the Lessee under these Presents shall devolve with the leasehold interest hereby created and be accordingly enjoyed observed and performed by the person or persons in whom such interest shall for the time being be vested.

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

The

The Schedule above referred to

	A	2	P
Lynchborough Parks, Wood, Pond, Lodge and Pasture adjoining the latter	118	0	28
Forked Pond Inclosure	235	2	17
Brimstone Inclosure and Lodge	196	3	23
Woolmer Pond Cottage and Garden	1	1	31
Open Lands	1180	0	22
	2062	1	1

Geo. Culley (S) Edward (S) Stanhope

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

J Russell Lowray  
Office of Woods, &  
Mitchell Place

Signed sealed and delivered by Her Majesty's Principal Secretary  
of State for the War Department in the presence of

Charles J E Helby  
Private Secretary  
War Office

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

25<sup>th</sup> March 1890

Keeper of the Records

Red House, Bartley  
15<sup>th</sup> March 1890

Sir,

In consideration of your allowing me to gravel and maintain, during the pleasure of your department, the six Approach paths over the waste of the New Forest, shown by red colour upon the enclosed plan, I undertake to pay to the Crown a yearly acknowledgment of 1<sup>st</sup> upon the 1<sup>st</sup> of February in each year during which the permission continues.

I am

Sir

Your obedient Servant  
Wyatt Cummings

George Lullley Esq

### Memorandum

To enable Mr. Auberon Herbert to obtain improved access to his property over the Forest and to prevent further injury to the Forest from the want of such improved access.

Mr. Herbert to have permission during pleasure of Crown, or during his own pleasure

I. To make and maintain a road from the gate of his property at "Old House" (by whichever route he deems best) to the point of the track leading to the Ringwood Romsey Road shown on the annexed plan and marked AA paying for this privilege the sum of One pound on April 1<sup>st</sup> in each year during the continuance of this permission

II. To use and repair at his pleasure but under the view of the forest Officers the above mentioned track from the points AA to B and from B to D on the same plan being allowed gravel and heath free of royalty for this purpose and paying for the privilege ten shillings on the 1<sup>st</sup> April in each year during the continuance of the permission.

Mr. Herbert to sign a letter embodying all the particulars of the permissions granted - and undertaking that no additional rights of way will now or at any future time be claimed by him over the Crown lands in consideration of the permissions now granted but any claims which he possessed

N<sup>o</sup> 1. Transferred  
to the De Winton  
C<sup>o</sup>. See the 3/12/07  
File 4153 sub-  
file Non Attribut.

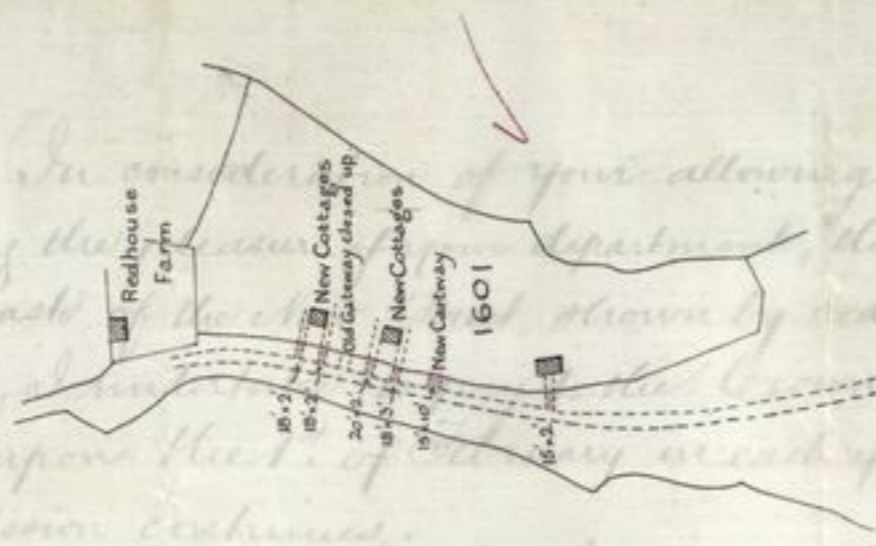


Elting Ph. Sheet LXIV. 10

Red House, 15<sup>th</sup> March 1890

Sir,

In consideration of your allowing me to grant and maintain, during the pleasure of your department, the right of way over the waste of the Forest shown by red colour upon the enclosed plan, and in consideration of the yearly payment of 10/- upon the 1<sup>st</sup> of April in each year during the continuance of the permission hereinbefore.



I am

Yours obedient servant

W. J. G. Cunningham

2	1
0	28
2	17
3	23
1	31
0	22
2	11

George

Secretary

visited

ords

### Memorandum

To enable Mr. Auberon Herbert to obtain improved access to his property over the Forest and to prevent further injury to the Forest from the want of such improved access.

Mr. Herbert to have permission during pleasure of Crown, or during his own pleasure

N<sup>o</sup> 1. Transferred to the De Winton the C<sup>o</sup>. See Dec 3/12/07 File 4153 sub file Hon Herbert re.

I. To make and maintain a road from the gate of his property at "Old House" (by whichever route he deems best) to the point of the track leading to the Ringwood Romsey Road shown on the annexed plan and marked AA paying for this privilege the sum of One pound on April 1<sup>st</sup> in each year during the continuance of this permission

II. To use and repair at his pleasure but under the view of the Forest Officers the above mentioned track from the points AA to B and from B to D on the same plan being allowed gravel and heath free of royalty for this purpose and paying for the privilege ten shillings on the 1<sup>st</sup> April in each year during the continuance of the permission.

Mr. Herbert to sign a letter embodying all the particulars of the permissions granted - and undertaking that no additional rights of way will now or at any future time be claimed by him over the Crown lands in consideration of the permissions now granted but any claims which he possessed

possessed to right of way before this concession to suffer no prejudice.

It is to be understood that each of the roads <sup>to</sup> named is to be used by the Crown and Public without any claim being made on the Crown in respect of wear and tear that may be caused thereby

*MS*

Arthur Herbert

Dated 16<sup>th</sup>  
April 1890

Forest of Dean  
and Hundred  
of St Briavels

The Owners  
of the Gate  
called the  
Sandstone  
Iron Mine

— (to) —

The Queen's  
Most Excellent  
Majesty.

Release  
— of —  
Lusthookings

31 000/1



Dated 16<sup>th</sup>  
April 1890

Forest of Dean  
and Hundred  
of St. Briavels

The Owners  
of the Gale  
called the  
Sandstone  
Ironmine

— (to) —

The Queen's  
Most Excellent  
Majesty.

Release

— of —  
Shortworkings

30 000/95

**This Indenture** made the sixteenth day of April One thousand eight hundred and ninety Between Jesse Voice of Monkton Lodge, Winchmore Hill, in the County of Middlesex, Gentleman, the Trustee and Executor of the Will of William Morgan deceased of the first part Janny Phillips of Bream near Lydney in the County of Gloucester Widow of the second part the said Jesse Voice and Thomas Morgan of Saunders Green Bream near Lydney aforesaid of the third part and Caroline Matthews of Bream aforesaid Widow Elizabeth Beach of Bream aforesaid Spinster and Mary Ann Baker wife of Thomas Baker of the Meend Bream aforesaid of the fourth 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 fifth part and The Queen's Most Excellent Majesty of the sixth part Whereas the said parties hereto of the first four parts are the Registered Owners of or otherwise entitled to the Gale called the Sandstone Iron Mine granted to Henry Beach on the twenty seventh day of September One thousand eight hundred and fifty eight 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 to the Dean Forest Mining Commissioners Award as to Iron Mines dated the twentieth day of July One thousand eight hundred and forty one and the said Gale has become liable to be forfeited to the Queen's Majesty And whereas it has been agreed between the said parties hereto of the first four parts and the said George Culley as such Commissioner and Gaveller as aforesaid that in consideration of the forbearance until the thirty first day of December One thousand eight hundred and ninety three of the execution of the right of re-entry so accrued as aforesaid to Her Majesty such release and surrender of Shortworkings and such covenants and grants shall be executed as are hereinafter contained Now this Indenture witnesseth that the said parties hereto of the first four parts 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 four parts their heirs and assigns and all persons holding through or under them 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 seven in respect of the said Gale and as amount to the sum of fifty pounds

Provided always and the said parties hereto of the first four parts do for themselves their heirs and assigns covenant and agree with and to the Queen's Most Excellent Majesty Her heirs and successors in manner following, that is to say,

1. That the said right of reentry so accrued to Her Majesty Her Heirs and Successors shall not be deemed to be waived by these Presents or by the receipt of rent or by the registration of any transfer of the said Gale before the registered Owners of the said Gale shall have bona fide resumed the working thereof.
2. That all powers of taking suing for or recovering and all obligations and covenants for payment of Galeage rents dead or certain rents and royalty or tonnage duty shall be in force and shall apply with reference to the Galeage rent dead or certain rent royalty or tonnage duty hereafter to become due in respect of the said Gale without deduction of the Shortworkings intended to be hereby released or any part thereof.
3. That nothing herein contained shall diminish or postpone any rights or powers of reentry or other rights or powers of Her Majesty Her Heirs and Successors in respect of the said Gale other than the particular right of reentry agreed to be postponed as hereinbefore mentioned.

And it is hereby declared that it is the intention of these presents that if the Registered Owners shall on the thirty first day of December One thousand eight hundred and ninety three 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 workings 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 Bentley 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, second and third parts <sup>fourth and fifth</sup> have hereunto set their hands and seals the day and year first above written.

Jesse O'Voice  
 James Phillips (X) her mark

Thomas Morgan (X) his mark

C Matthews (X) her mark

Elizabeth Beach (X) her mark

Mary Ann Baker (X) her mark

Geo. Fulley (X)

MB

Signed sealed and delivered by the within named Jesse Voice in the presence of

George Vauntow  
Esq.

75 Cheapside

London. - E.C.

Signed <sup>by setting her mark and</sup> sealed and delivered by the within named Fanny Phillips she being unable to write in the presence of

Emma Phillips - Bream

Wife of John Phillips, Grocer

Signed by setting his mark and sealed and delivered by the within named Thomas Morgan he being unable to write in the presence of

J.M. Rees

Crown Offices

Coleford - Glos.

Signed by setting ~~his~~ her mark and sealed and delivered by the within named Caroline Matthews she being unable to write in the presence of

Albert Beach

Bream

Collier

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

Albert Beach

Bream

Collier

Signed by setting her mark and sealed and delivered by the within named Mary Ann Baker she being unable to write in the presence of

Albert Beach

Bream

Collier

Signed sealed and delivered by the within named George Lulley 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 Involvements and an entry thereof made or filed by me.

H.G. Hewlett

Keeper of the Records

25<sup>th</sup> April 1890

*Handwritten initials*

Dated 2<sup>nd</sup> April 1888  
 Forest of Dean and Hundred of St Briavels  
 The Registered Owners of the Gale of Coal called the Holly Hill Colliery  
 — to —  
 The Queen's Most Excellent Majesty.  
 Release of Shortworkings.  
 This Indenture made the second day of April One thousand eight hundred and eighty eight Between William Edward Brain of James Albert Brain of Thomas Bennett Brain of Euroclydon Drybrook in the County of Gloucester William Blanche Brain of and Howard George Brain of Bank House Ross in the County of Hereford and the Capital and Counties Bank Ross aforesaid 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 parties hereto of the first part are the registered Owners of the Gale of Coal called Holly Hill Colliery granted to James Matthew on the thirtieth day of August One thousand eight hundred and forty two And whereas the holders of the said Gale have not bona fide commenced opening the same in violation of the 11<sup>th</sup> 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 <sup>Queen's</sup> Majesty And whereas it has been agreed between the said parties hereto of the first part 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 or accrued as aforesaid to Her Majesty such Release and Surrender of Shortworkings and such Covenants and Grants shall be executed as are hereinafter contained Now this Indenture witnesseth that the said parties hereto of the first part Do by these Presents for themselves their heirs and assigns and according to their respective Estates and interests in the said Gale release surrender and renounce unto the Queen's 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 or 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

To the said Revenue Board Master  
 Let this deed be enrolled due cause having been shown to  
 me for the omission to present it within the prescribed time  
 Dated this 21<sup>st</sup> day of April 1890  
 Geo. Culley  
 Commissioner of W. M. Woods & Co

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 the Queen's Most Excellent Majesty Her heirs and successors in manner following, that is to say,

1 That the said right of reentry or agreed 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 opening the same.

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 bonâ fide commenced the opening thereof before that date the particular right of reentry or agreed to be postponed as hereinbefore mentioned shall not be exercised And the said George Cullley doth hereby direct that this deed shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Inrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Inrolments In witness whereof the said parties hereto of the first and second parts have hereunto set their hands and seals the day and year first above written.

J Bennett (S) Brain Geo Cullley (S)  
J Bennett Brain for (S) Wm Bland Brain  
J A (S) Brain (S) Howard George Brain

Signed sealed and delivered by the within named William Edward Brain in the presence of

Signed sealed and delivered by the within named James Albert Brain in the presence of

James Heaver  
Elm Lodge  
Allion Road

Stoke Newington

Signed sealed and delivered by the within named Thomas Bennett Brain in the presence of

Scudamore Bennett Brain

Euroclydon

Drybrook

Signed sealed and delivered by T. Bennett Brain for the within named William Blanch Brain in the presence of

Scudamore Bennett Brain

Euroclydon

Drybrook

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

George William Innell

High St

Ross

Clerk

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

Russell Souray

Office of Woods, &

Whitehall Place

The Common Seal of the Capital and Counties Bank Limited was hereunto affixed in the presence of

John Reid

Secretary

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

23<sup>rd</sup> April 1890

*M.B.*

Dated 2<sup>nd</sup>  
May 1890

Dean Forest

George Colley  
Esq: a Justice  
of Her Majesty's  
Woods, &

—(b)—

M. R. C.  
Banks.

Lease of

31 perches

waste land at

or near Howbeit

in the Forest of

Dean to be held

in connection

with the

Walloonds

Colliery

Commencing

24<sup>th</sup> June 1859

Term 31

Years 24<sup>th</sup>

June — 1920

Rent £3

per annum

Forfeited. 1898

vide file 2

F. 824



sdw

James  
 Dean Forest  
 George Lulley  
 Thomas  
 of the  
 Woods, P  
 for the  
 Banks.  
 Lease of  
 31 perches  
 wasteland at  
 or near Howbeach  
 in the Forest of  
 Dean to be held  
 in connection  
 with the  
 George  
 Wallcote  
 Colliery  
 Commencing  
 24<sup>th</sup> June 1889  
 Limited  
 Term 31  
 Years 24<sup>th</sup>  
 June - 1920  
 Rent £3  
 per annum  
 ited  
 an

**This Indenture** made the second day of May One thousand eight hundred and ninety Between The Queen's Most Excellent Majesty of the first part George Lulley Esquire the Commissioner of Her Majesty's Woods Forests and Land Revenues in charge of the premises hereby demised of the second part and Reginald Clare Banks of Lydney in the County of Gloucester Coal Factor hereinafter called 'the Lessee' of the third part **Witnesseth** that in consideration of the rent and covenants hereinafter preserved and contained The said George Lulley as such Commissioner as aforesaid by virtue of every power enabling him so to do **Doth** by these Presents demise and lease unto the Lessee **All** those four pieces or parcels of land containing together thirtyone perches or thereabouts situate at Howbeach in the Forest of Dean in the said County of Gloucester with the seven cottages and engine house thereon which said pieces of land are part of the unenclosed waste land of the said Forest and are more particularly described on the Plan drawn in the margin hereof and are thereon coloured Red except and reserving out of said Forest and are more particularly described on the Plan drawn in the margin hereof and are thereon coloured Red except and reserving out of or near Howbeach the said land together with all rights powers and authorities incident or in the Forest of belonging to the said excepted premises **To hold** the said pieces of land Dean to be held unto the Lessee subject nevertheless to the provisions of the Acts 1 and 2 in connection Victoria C. 43 and 44 and 25 Victoria C. 40 from the twenty fourth day of June One thousand eight hundred and eighty nine for the term of **Thirty one years** (determinable nevertheless as hereinafter mentioned) to be held and used in connection with the Wallcote Colliery of which the Lessee is the Registered Owner 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 **Three pounds** 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 having become due on the twenty fifth day of December One thousand eight hundred and eighty nine And the Lessee hereby covenants 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 Three pounds on the days hereinbefore 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

Forfeited. 1898  
 Vide File 2  
 F. 824

3. During the continuance of this demise at his own costs to keep the said land hereby demised well and sufficiently enclosed and fenced in to the satisfaction of the Lessor.
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 demised premises for the purposes aforesaid Provided that it shall be lawful for the Lessor or the Deputy Surveyor or Deputy Gaveller 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 without the consent in writing of the Lessor for that purpose first had and obtained to erect build or set to enter into 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 or 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 and 2 Victoria C. 43 Section 6 and 24 and 25 Victoria C. 40 Section 25, and (so far as the same may be applicable thereto) 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 or 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.

No 1  
2  
3  
4

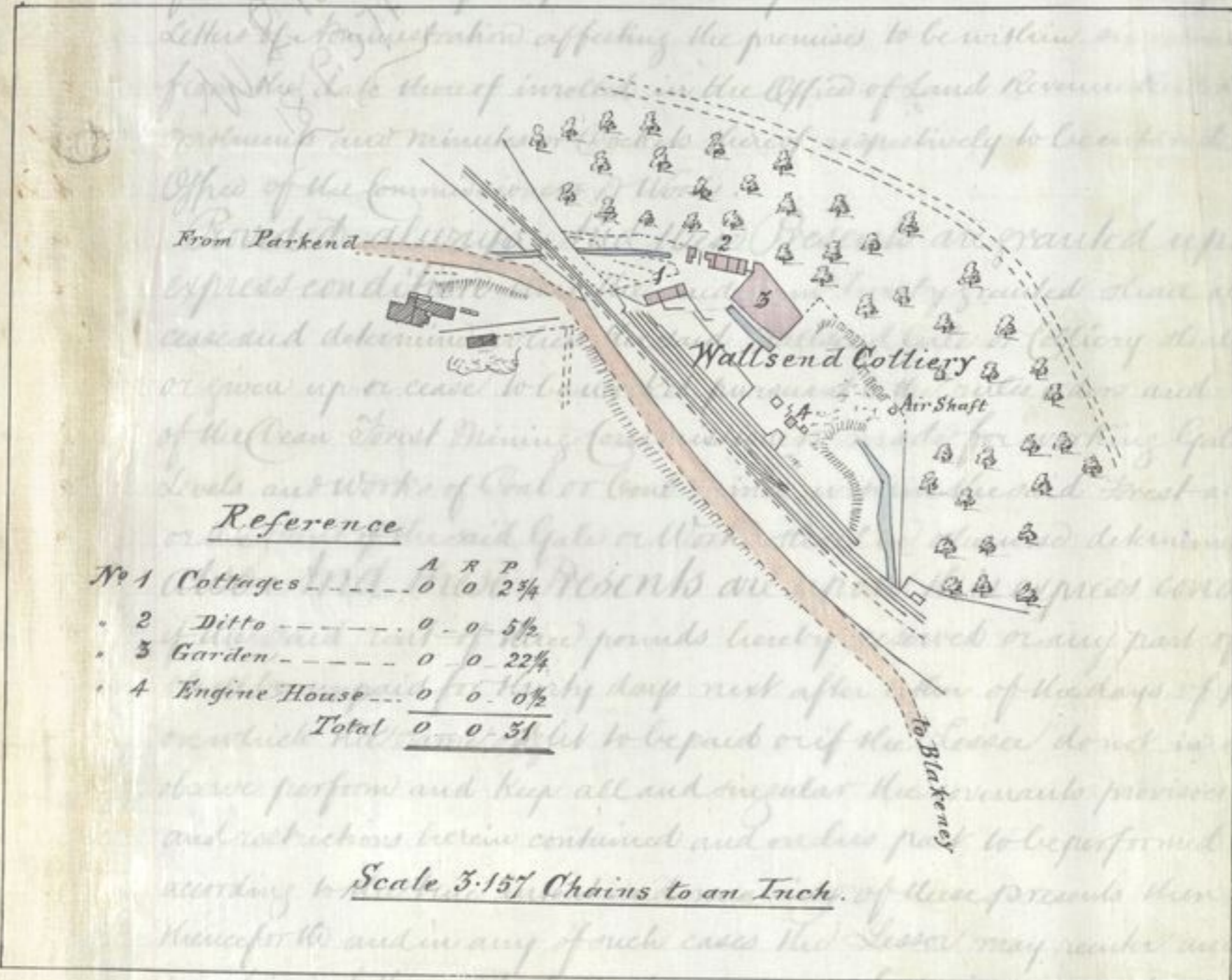
6 At the end or other sooner determination of the said term to peaceably and quietly leave surrender and yield up unto the Lessor or his or their duly authorized Agent the said demised premises in good and proper repair order and condition.

7 At his 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 thereof enrolled in the Office of Land Revenue Records and Enrolments and minutes or Cockets thereof respectively to be entered in the Office of the Commissioners of Woods.

Provided always that these Presents are granted upon this express condition that the said term hereby granted shall absolutely cease and determine when the said Wallsend Gale or Colliery shall be relinquished or given up or cease to be worked pursuant to the rules orders and regulations of the Dean Forest Mining Commissioners made for working Gales Pits & Levels and Works of Coal or Coal Mines within the said Forest and thudret or the grant of the said Gale or Work shall be otherwise determined. Provided also that these Presents are upon this express condition that if the said rent of three pounds 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 Lessee do not in all things observe perform and keep all and singular the covenants provisoes conditions and restrictions herein contained and on his 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 reentry there shall be payable by the Lessee 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 reentry shall have been made. 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 Gaveller or Deputy Gaveller 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

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

7 At his own costs within three calendar months from the respective dates thereof to cause all assignments which may at any time be made of these Presents or of the premises hereby demised and all Bills and Letters of Indenture affecting the premises to be within one calendar month from the date thereof inrolled in the Office of Land Revenue and in the Office of the Comptroller of the Treasury respectively to be entered in the



payable by the Lessee to Her Majesty Her Heirs and Successors in addition to any rent due a proportionate part of the accruing rent for the three current half year up to the day on which such receipt shall have been made 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 Commissioners or Commissioners Gaveller or Deputy Gaveller 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 Cullley doth hereby direct that this Deed shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Inrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Inrolments In witness whereof the said parties to these Presents of the second and third parts have hereunto set their hands and seals the day and year first above written.

(H) Geo. Cullley                      R. G. Banks (H)

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

Russell Lowray  
Office of Woods, P  
Mithall Place

Signed sealed and delivered by the within named Reginald Clare Banks in the presence of

George James  
Lydney  
Collicy Manager

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.

MB

8<sup>th</sup> May 1890

H. G. Hewlett  
Keeper of the Records.

Dean J

Dated 17<sup>th</sup>

GEORGE

a Commission

Mr. H

AGREEM

0. 2. 3

on blea

on a Yearly

75<sup>th</sup> M

O.S. XX

Scale, 5

Original License - vide p: 88 ante

375

Dean Forest

373

Dated 17<sup>th</sup> May 1890

Articles of Agreement made the seventeenth

day of May One thousand eight hundred and ninety

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

Henry Bullis of  
Kilwood near Boleford

and

hereinafter called "the said Tenant" of the third part

Mr. Henry Bullis

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  
O. 2. 26 of land  
on Bleaswell Meads

parcel of land situate on Bleaswell  
Meads in Parkers Walk in Her

on a Yearly Tenancy from the  
25<sup>th</sup> March 1890

Majesty's Forest of Dean containing

Rent £ 1. 15<sup>s</sup> 8<sup>d</sup> = per Annum.

O. 2. 26 or thereabouts as shewn by  
with the appurtenances situate at

pink colour on the plan hereto annexed

lately in the  
occupation of James Barron

TO HOLD the same hereditaments to the said  
tenant

from the twenty fifth day of March 1890 as tenant

from year to year (the tenancy being however determinable as after mentioned) at

the yearly rent of £ 1: 15: 8 to be paid to the Deputy Surveyor

of the said Forest free from all taxes rates and deductions whatsoever

(except Landlord's property tax) by equal Quarterly payments on the twenty fourth

day of June the twenty ninth day of September

the twenty fifth day of December and the twenty fifth day

of March in every year the first Quarterly payment to be due on the

twenty fourth day of June 1890 AND the said

tenant hereby agrees that he will pay to the Queen's Majesty the said yearly rent

of £ 1: 15: 8 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

Dean Forest

373

Dated 17<sup>th</sup> May 1890

Articles of Agreement made the seventeenth

day of May One thousand eight hundred and ninety

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

Henry Bullis of  
Ellwood near Boleford

and

hereinafter called "the said Tenant" of the third part

Mr. H. Bullis

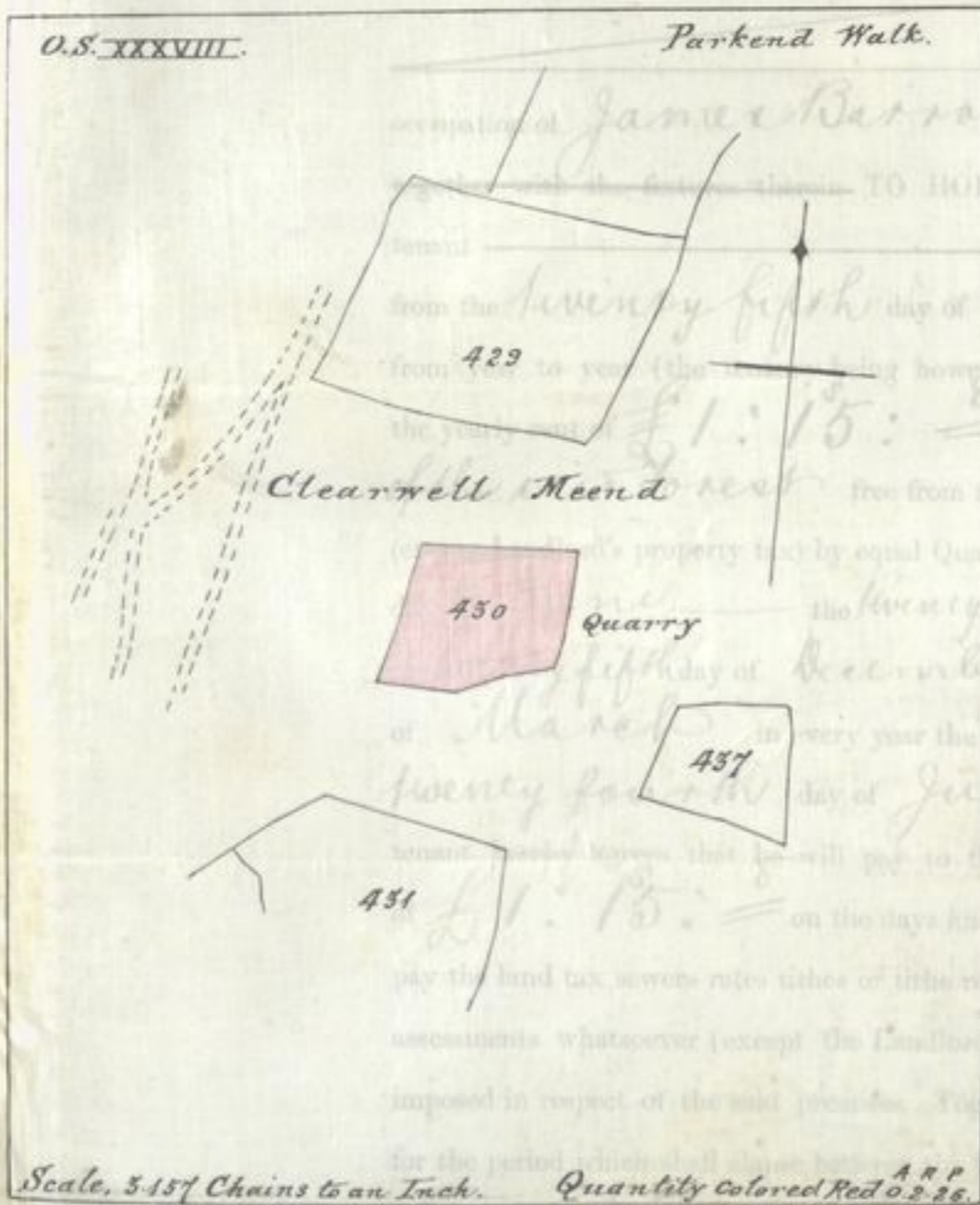
THE said GEORGE CULLEY as such Commissioner as aforesaid on behalf of  
Her Majesty hereby agrees to let to the said tenant who hereby agrees with Her  
Majesty to take and rent as tenant to Her Majesty ALL THAT piece or

AGREEMENT for Letting  
0. 2. 26 of land  
on Clearwell Meend

parcel of land situate on Clearwell  
Meend in Parkend Walk in Her  
Majesty's Forest of Dean containing  
0. 2. 26 or thereabouts as shewn by  
with the appurtenances situate at

on a Yearly Tenancy from the  
25<sup>th</sup> March 1890

with the appurtenances situate at



lately in the  
same hereditaments to the said  
March 1890 as tenant  
at  
to be paid to the Deputy Surveyor  
free from all taxes rates and deductions whatsoever  
payments on the twenty fourth  
day of September  
and the twenty fifth day  
of the year the first quarterly payment to be due on the  
twenty fourth day of June 1890 AND the said  
Majesty the said yearly rent  
in the manner aforesaid And will also  
and all other rates taxes and  
property tax) now or hereafter to be  
with a proportionate part thereof  
day of payment next preceding  
which the same shall expire

hewlph  
the  
D  
company  
C  
L  
from  
ted  
glibly  
evely  
day  
y of  
anted  
dry  
lat  
ined  
wand  
of  
hat  
y  
to  
ud  
C  
in  
D  
f  
jud

374

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.

19th May 1890

*H. J. Hewlett*  
Keeper of the Records.

AND also will keep the said premises and any fences and gates thereon in good repair and condition and will not do or suffer any waste or damage to the said premises and will at all times well and properly manage and cultivate the said land and keep and leave the same clean and in good heart and condition ~~and will also keep the windows properly glazed and mended~~ and will on the determination of the tenancy hereby created deliver up the said premises in good repair and condition to the Queen's Majesty her heirs or successors or to the said GEORGE CULLEY or other the Commissioner or Commissioners for the time being of Her Majesty's Woods Forests and Land Revenues having the management of the said premises (hereinafter called the said Commissioner or Commissioners) or to whom he or they may appoint AND will permit the said Commissioner or Commissioners or his or their Agent at any time or times during the said tenancy to enter into and inspect the state and condition of the said premises and to execute any works thereon or to place thereon any notice AND IT IS HEREBY AGREED that it shall be lawful for the said Commissioner or Commissioners or the said tenant to determine this tenancy at any one of the Quarterly 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

*Russell Sawray*  
*Office of Woods &c*  
*Whitehall Place*

*Geo. Culley*

Signed by the above-named  
*Henry Bullis*  
in the presence of

*Thomas Husway*  
*Ellwood*  
*Bullis*

*Henry Bullis*

Dated 12th  
New  
George  
Esq, a Com  
of Woods  
— to  
The  
Counties  
South  
Telephon  
Lim.  
Memo  
— of  
determi  
of Licen



Dated 12 June 1890.

New Forest

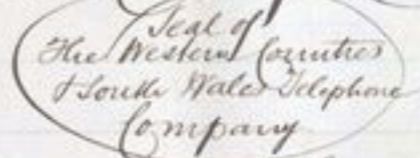
George Culley Esq, a Commiss<sup>r</sup> of Woods &c.

The Western Counties and South Wales Telephone Co<sup>ys</sup>, Ltd.

Memorandum of determination of Licence.

**Memorandum of Agreement** made the twelfth day of June One thousand eight hundred and ninety Between The Queen's Most Excellent Majesty of the first part the within named George Culley of the second part and the within named The Western Counties and South Wales Telephone Company (hereinafter called the Company) of the third part Whereas the Company have requested the said George Culley to allow them to deviate in the construction of the within mentioned line of posts and wires from the course agreed upon in the within written Licence (which is dated the nineteenth day of October One thousand eight hundred and eighty eight and is made between the same parties as are parties hereto) whereby a further Licence is become necessary and it has been agreed that the within written Licence shall be determined as from the twelfth day of June One thousand eight hundred and ninety and a fresh Licence granted embodying the conditions of the within written Licence with such variations and additions as have been agreed upon Now it is hereby agreed and declared by and between the parties hereto that for the purposes aforesaid the within written Licence shall be determined and put an end to as from the said twelfth day of June One thousand eight hundred and ninety without prejudice however to any rights of the parties hereto accruing thereunder up to the date of such determination 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 George Culley hath hereunto set his hand and seal and the Company have caused their Common Seal to be hereunto affixed the day and year first above written.

Geo. Culley Esq.



Signed sealed and delivered by the above named George Culley in the presence of - Russell Murray, Office of Woods &c, Whitehall Place  
The Common Seal of the Western Counties and South Wales Telephone Company, Limited, was hereunto affixed in the presence of  
Mark Whitwill } Directors  
Thomas Pole }  
Henry F. Lewis - Secretary

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.  
19<sup>th</sup> June 1890  
H. H. Nettleton  
Keeper of the Records

...tes thereon in good  
...damage to the said  
...tivate the said land  
...dition and will also  
...determination of the  
...pair and condition to  
...GEORGE CULLEY or  
...ng of Her Majesty's  
...of the said premises  
...to whom he or they  
...issioners or his or their  
...to and inspect the state  
...reon or to place thereon  
...be lawful for the said  
...e this tenancy at any one  
...first or any subsequent  
...onths' previous notice in  
...ce shall proceed from the  
...to the said tenant or left  
...hall proceed from the said  
...issioners of Her Majesty's  
...GE CULLEY doth hereby  
...sufficiently inrolled by the  
...e Records and Inrolments  
...eeper of the said Records  
...ies to these presents of  
...names the day and year

Geo. Culley

Henry Bull

Dated 13<sup>th</sup>

June 1890

Co. of Southampton  
New ForestGeorge Culley Esq  
a Commr. of Woods

to

The Western  
Counties & South  
Wales Telephone  
Company, Lim<sup>d</sup>

Licence to

erect Telephone Posts  
for carrying a Wire  
or Wires alongside of  
the Road leading  
from Christchurch  
to Southampton

Rent £5.-

Determinable as  
within mentioned**This Indenture**

made the thirteenth day of June

One thousand eight hundred and ninety Between The Queen's  
Most Excellent Majesty of the first part George CulleyEsquire, the Commissioner of Woods in charge of the Land Revenues  
of the Crown in the County of Southampton of the second part and

The Western Counties and South Wales Telephone

Company, Limited (hereinafter called "the Company") of the

third part Whereas the Company have applied to the said

George Culley for permission to erect and maintain posts for carrying

a Telephone Wire or Wires from Christchurch in the County of Southampton

to the Town of Southampton in the direction and situation

hereinafter described and the said George Culley has agreed to comply

with such application subject to the payment of the rent and

observance and performance of the covenants hereinafter reserved

and contained Now this Indenture witnesseth that in

consideration of the rent hereinafter reserved and of the covenants

hereinafter contained The said George Culley as such Commisr.

doth hereby on behalf of Her Majesty give and grant

unto the Company and their Successors full power licence and

authority to erect in such position as may have been or may be

hereafter determined by the Deputy Surveyor for the time being

of the New Forest and thereafter to maintain and from time to

time repair and replace a line of posts for the purpose of

carrying a Telephone Wire or Wires in the direction and situation

shown by the red line upon the Plan hereto annexed and for

no other purpose whatsoever that is to say over land belonging to

Her Majesty lying between the points A to B. C to D. E to F.

and G to H on the said plan and thence along the side of and

immediately adjoining the Road from Christchurch to Southampton

as far as the point I thence over other land of Her Majesty

between the points I to K. and L. to M. and thence along the

side of and immediately adjoining the said Road from

Christchurch to Southampton from the said point M to the

point N. Together with power from time to time to enter upon

the said premises and to repair and replace the said posts and

telephone wire or wires as often as occasion may require Subject

nevertheless to all rights estate or interest of the public in or

over the said Road or Highway and so that this Licence shall not in any way prejudice or affect the same and making fair and reasonable compensation to Her Majesty Her Heirs Successors and assigns for all loss injury or damage sustained by Her or them by the exercise of any of the powers herein contained the amount of such compensation to be settled by the Deputy Surveyor for the time being of the New Forest Paying for the rights and liberties hereby granted unto Her Majesty Her Heirs Successors and assigns during the continuance of this Licence the clear yearly rent of Five pounds to be paid in advance on the twenty ninth day of September in every year the first of which payments became due on the twenty ninth day of September One thousand and eight hundred and eighty eight And the Company for themselves and their Successors do hereby covenant with the Queen's Majesty Her Heirs Successors and Assigns as follows, that is to say :-

- 1 To pay to the Queen's Majesty Her Heirs Successors or assigns during the continuance of this Licence the said yearly rent of Five pounds hereby reserved on the days and in the manner hereinbefore appointed for payment thereof free from all taxes rates and deductions whatsoever except income or property tax.
- 2 To pay all rates taxes charges assessments and impositions now or hereafter to be or become chargeable or assessable by reason or in respect of the user of such telephone wire or wires or in respect of the rights conferred by the Licence hereby granted.
- 3 Immediately after any disturbance of the said premises for erecting repairing or replacing the said posts or any of them or the said wire or wires or for the removal thereof as after provided to level restore and make good the surface of the said premises to the satisfaction of the said George Bulley or other the said Commissioner or Commissioners of Woods for the time being in charge of the premises.
- 4 From time to time to pay on demand to Her Majesty Her Heirs Successors and assigns and to Her and their Tenants or Lessees of the said premises fair and reasonable compensation for all loss injury or damage sustained by her or them in consequence of the exercise of any of the powers herein contained the amount thereof being settled in manner hereinbefore provided Provided always that Her Majesty Her Heirs or Successors or the said Commissioner or Commissioners Her Heirs or their Agents Servants or Workmen shall not be liable for or in consequence of any injury or damage to the said posts or line of wires or any interruption in the working thereof which shall or may happen or be caused through or in consequence of the thinning or felling of trees

Day of  
Queen's  
Culley  
Remains  
part and  
leptone  
) of the  
the back  
for range  
of looking  
time is  
to be copy  
t and  
research  
that we  
rank  
annual  
the  
of all  
in that  
front  
ce and  
ay be  
being  
ome to  
of  
nature  
for  
guy to  
F. 3  
and  
ampton  
y -  
y the  
3  
the  
og  
d

SOUTHAMPTON  
(WINCHESTER)

SHEET 315

ORDNANCE SURVEY OF ENGLAND

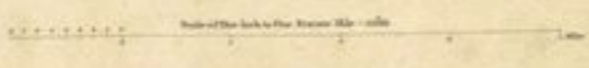


(CHARDON)

(PORTSMOUTH)

(HISGROVE)

(CHALEY)



The Ordnance Survey is published by the Hydrographic Office, Southampton, and is available in various forms.

Sheet 315

in any of the Crown Plantations through which the said line of posts and wires may pass Provided also that this Licence may be determined either by the said George Culley or other the said Commissioner or Commissioners of Woods as aforesaid by giving to the Company their Successors or assigns or to their General Manager or Secretary for the time being or leaving at their or his Official residence or place of business three calendar months previous notice in writing for that purpose and the Company shall within the three months mentioned in any such notice so received by them as aforesaid remove or cause to be removed such posts and telephone wire or wires and make good all damage or injury which may be occasioned thereby and upon the expiration of such notice this Licence shall absolutely cease and determine.

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 Enrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Enrolments.

In witness whereof the said George Culley 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. Culley



The Common Seal of the Western Counties and South Wales Telephone Company Limited, was hereunto affixed in the presence of  
 Mark Whitwell } Directors  
 Thomas Pole }  
 Henry F. Lewis - Secretary

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

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 Enrolments, and an entry thereof made or filed by me.

H.G. Hewlett  
 Keeper of the Records.

19<sup>th</sup> June 1890

Charcoal burner  
 June 190  
 RB

Dated 5<sup>th</sup>  
 June 1890

Dean Forest

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

M<sup>r</sup>. Solomon  
 Jones

LEASE

of a piece of  
 waste land  
 at or near  
 Speech House  
 Walk in the  
 Forest of  
 Dean to be  
 held in  
 connection  
 with Moorgreen  
 Colliery

Commencing  
 25 March 1889  
 Term ... 21  
 Expires 1910

Rent  
 £7.10.0 per  
 Annum.

*John*

Dated 5<sup>th</sup>  
June 1890

Dean Forest

George Colley  
Esq. a farmer  
of Her Majesty's  
Woods, &c

M<sup>r</sup>. Solomon  
Jones

LEASE

Commencing  
25 March 1889  
Term ... 21  
Expires 1910

Rent  
£7.10.0 per  
Annum.

**This Indenture** made the fifth day of June One thousand eight hundred and ninety 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 Solomon Jones of York Lodge Parkend near Sydney in the Forest of Dean and County of Gloucester Colliery Owner hereinafter called "the Lessee" 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 Lessee **All those** three pieces or parcels of land containing One acre three roods and twenty six and a half perches or thereabouts with the messuage or cottage and buildings thereon situated at Moorgreen Colliery in Speech House Walk which said pieces of land are part of the unenclosed waste land of the said Parish and are more particularly described on the plan drawn in the margin hereof and of a piece of waste land minerals stone and substrata within or under the said land together with all rights powers and authorities incident or belonging to the said excepted premises **To hold** the said piece of land unto the Lessee subject nevertheless to the provisions of the Acts 1 and 2 Victoria Chapter 43 and 24 and 25 Victoria Chapter 110 from the twenty fifth day of March One thousand eight hundred and eighty nine for the term of **Twenty one years** (determinable nevertheless as hereinafter mentioned) to be held and used in connection with the Moorgreen Colliery Gale or Colliery of which the Lessee is the registered Owner 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 **Seven pounds ten shillings** by equal half yearly payments on the twenty fifth day of March and the twenty ninth day of September in every year without any deduction or abatement whatsoever the first of such payments having become due on the twenty ninth day of September One thousand eight hundred and eighty nine **And** the Lessee hereby covenants with the Queen's Majesty Her Heirs and Successors in manner following that is to say:

- To pay** unto The Queen's Majesty Her Heirs and Successors the said yearly rent of Seven pounds ten shillings on the days hereinbefore appointed for payment thereof without any deduction or abatement whatsoever.
- 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 During the continuance of this demise at his own costs to keep the premises hereby demised well and sufficiently enclosed and fenced in to the satisfaction of the Lessor.
  - 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 demised premises for the purpose aforesaid Provided that it shall be lawful for the Lessor or the Deputy Surveyor or Deputy Gavellet 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 into 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 setup or permit or suffer to be erected built or setup upon the said piece of land hereby demised or any part of of the same any house building or machinery whatsoever other than and except the said messuage and buildings now on the said pieces of land nor to 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<sup>st</sup> and 2<sup>nd</sup> Victoria Chapter 4<sup>th</sup> Section 6 and 24 and 25 Victoria Chapter 40 Section 25 and (so far as the same may be applicable thereto) the rules orders and regulations of the Queen 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 enclosed 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 or annoyance or disturbance to the Lessor or to the Owners or Occupiers

- of any contiguous
- 6 At the end of the term and quietly leave the premises in the same state as they were at the date of the demise duly authorized by the Lessor in writing in order and condition as aforesaid
  - 7 At his own cost to pay the rates and taxes due on the premises at the date thereof to each



and that all rights reserved with the premises shall be observed and performed

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 unto the lessor or his or their duly authorized Agent the said demised premises in good and proper repair order and condition.

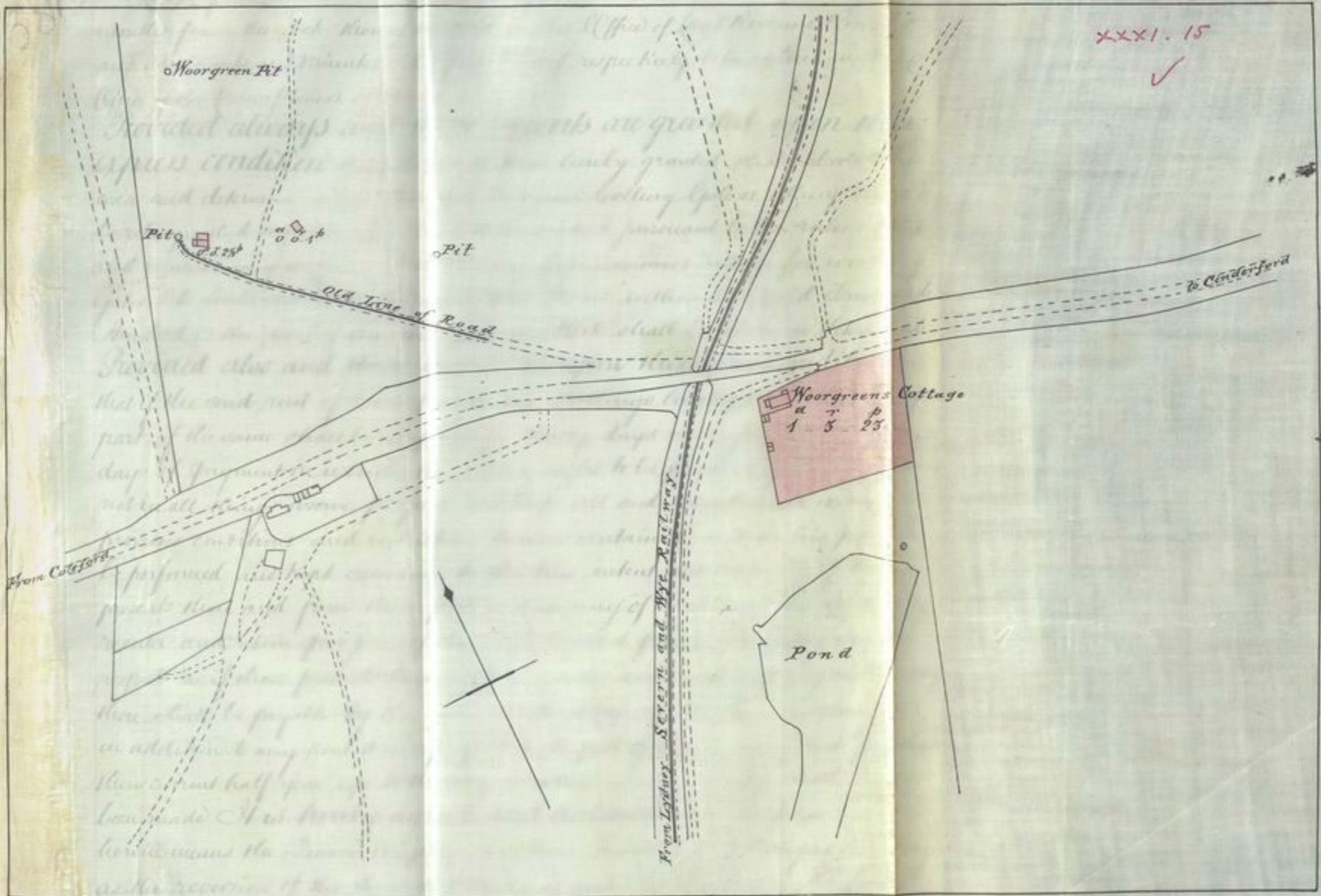
7 At his own costs within three calendar months from the respective dates thereof to cause all Assignments which may at any time hereafter be made of these presents or of the premises hereby demised and all Probates of Wills and Letters of Administration affecting the premises to be within six calendar months from the date thereof enrolled in the Office of said Revenue Records and Involvements and Minutes or Decrets 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 Moorgreen Colliery Gale or Colliery shall be relinquished or given up or cease to be worked pursuant to the rules orders and regulations of the Queen's 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 Seven 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 in which the same ought to be paid or if the Lessee do not in all things observe perform and keep all and singular the covenants provisions conditions and restrictions herein contained and on his 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 recede 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 recedence there shall be payable by the Lessee 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 recedence shall have been made. 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 Heir or Commissioners Gaveller or Deputy Gaveller 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



- 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 unto the lessor or his or their duly authorized Agent the said demised premises in good and proper repair order and condition.
  - 7 At his own costs within three calendar months from the respective dates thereof to cause all Assignments which may at any time hereafter be



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 Gullett 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 writteng.

(Ld.) Geo. Gullett

Solomon (Ld.) Jones

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

Russell Sowday  
Office of Woods, &  
Mickhall Place

Signed sealed and delivered by the within named Solomon Jones in the presence of

Thomas F. Smith  
Church Street, Littledean  
Mining Engineer

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.

MB

A. G. Hewlett

Keeper of the Records

7<sup>th</sup> June 1890

Dated 21<sup>st</sup>  
May 1890

Dean Forest

Mr. William  
Virgo

— to —

The Queen's  
Most Excellent  
Majesty.

Surrender  
of lease of  
Stone Quarry  
N<sup>o</sup>. 573