

Dated 31st
Decr. 1891

New Forest

Geo: Culley Esq
a Commissioner
of Woods

— and —

The Vicar &
Churchwardens
of Boldre

— and —

The Rev^d C.H.
Elers and others

Agreement
as to Survey of
eight plots of
land at Boldre
in the New Forest

Articles of Agreement made the thirty first day of December One thousand eight hundred and ninety one 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 The Reverend Edward Henry Elers Vicar of the Parish of Boldre in the County of Hants and John Liddell of Rodlease in the said Parish of Boldre a Captain in Her Majesty's Navy and Edward David Sweet of Batramsey House, Boldre in the said Parish Esquire Churchwardens of the said Parish of Boldre and Charles New of Heywood Farm in the said Parish of Boldre and Henry Biddlecombe of Boldre aforesaid Baker Overseer of the said Parish of Boldre of the third part and the said Edward Henry Elers, John Postle Heseltine of Walthamton in the same County Esquire Edward Henry Pember of Vicars Hill in the same County Esquire, J.P. David Jones of Warborne in the same County Esquire and William Charles John Moens of Tweed in the same County Esquire (hereinafter called "the said Tenants" of the fourth part.

Whereas the eight several pieces or parcels of land hereinafter more particularly described were inclosed from the waste of the New Forest in or about the year One thousand eight hundred and thirty three.

And whereas the Vicar Churchwardens and Overseers of Boldre aforesaid held or managed the said pieces or parcels of land up to the year One thousand eight hundred and fifty seven or thereabouts.

And whereas by an Indenture of Lease dated the first day of February One thousand eight hundred and fifty eight the said pieces or parcels of land were devised by one of the then Commissioners of Woods on behalf of Her Majesty to certain persons except and reserving as therein mentioned for a term of fourteen years from the tenth day of October One thousand eight hundred and fifty seven reserving the yearly rent of Thirty four pounds and the additional rent as therein mentioned and were held thereunder until the expiration of the said Lease.

And whereas on the expiration of the said Lease the said pieces or parcels of land continued to be held by certain persons as tenants of

Her Majesty on the terms and conditions of the said Lease till
the tenth day of October One thousand eight hundred and
seventy eight.

And whereas by Articles of Agreement dated the twenty
second day of August One thousand eight hundred and seventy
eight the said pieces or parcels of land were demised from the
tenth day of October One thousand eight hundred and seventy eight
by one of the then Commissioners of Woods on behalf of Her Majesty
to certain persons as tenants from year to year at the yearly rent of
Thirty four pounds and were held under such demise until the
tenth day of April One thousand eight hundred and eighty nine.

And whereas by an Agreement dated the eleventh day
of October One thousand eight hundred and eighty nine between
Her Majesty of the first part the said George Culley of the second
part and the said tenants of the third part the said George Culley
as such Commissioner as herein mentioned on behalf of Her Majesty
agreed to let to the said tenants who hereby agreed with Her
Majesty to take and rent as tenants to Her Majesty all those
eight several pieces or parcels of land situate lying and being in the
Parish of Boldre in the New Forest in the County aforesaid which
said pieces of land are numbered 115, 140, 201, 241, 286, 500
501 and 802 on the 25 inch Ordnance Survey of the Parish of
Boldre and contain fifty acres two rods and fourteen perches ore
thereabouts together with the fixtures therein To hold the same
to the said tenants for the purpose of subletting the same as
allotment gardens to the labouring population of the Parishes of
Boldre, East Boldre, South Baddesley and Sway from the tenth
day of April One thousand eight hundred and eighty nine as
Tenants from year to year (determinable as herein mentioned) at
the yearly rent of Thirty four pounds.

And whereas the said pieces of land have from the
date of the lastly hereinbefore recited Agreement been and are
now held by the said tenants under the said Agreement.

And whereas it has lately been suggested that the said
inclosures were made under the provisions of the 1st and 2
William IV Cap 59 (although no record exists showing that such
provisions were in fact complied with) and upon such suggestion
a doubt has been raised by the parties hereto of the third and
fourth parts or by some of them as to the title of the Crown to the
said pieces or parcels of land and it is expedient that the -

115 (New Survey)
140 (Old Survey) 201. 5
201 (25" New Survey) 241. 9
241 (25" New Survey) 286. 10.
286 (25" New Survey) 500. 11.
501 (25" New Survey) 802. 16.
802 (25" New Survey) 598. 11.

arrangement hereinafter contained should be made for the adjustment and settlement of such doubt for the time being.

It is hereby agreed between the said George Coulley as such Commissioner as aforesaid on behalf of Her Majesty acting under the powers of Section 5 of the Crown Lands Act 1853 and with the consent of Her Majesty in writing under the Royal Sign Manual and of the Commissioners of Her Majesty's Treasury under their Warrant and the parties hereto of the third and fourth parts as follows that is to say

1. The said tenants shall continue to hold the said pieces or parcels of land upon the terms and conditions of and upon and for the trusts and purposes mentioned in the said Agreement dated the eleventh day of October One thousand eight hundred and eighty nine in all respects except that the yearly rent of Thirty four pounds hereby reserved shall be reduced as and from the said tenth day of October One thousand eight hundred and eighty nine to the yearly rent of Twelve pounds to be paid free from all taxes rates and deductions whatsoever (except Landlord's Property tax) by equal half yearly payments on the days mentioned in the said Agreement for payment of the rent hereby made payable.
2. If and whenever any of the tenants or those substituted for them pursuant to this Article shall die or become incapable of acting or desire to be discharged other fit and proper persons shall be nominated in their place by the Vicar of Boldre for the time being and a new Agreement of Tenancy shall whenever necessary be executed accordingly.
3. Notice of the parties hereto of the third and fourth parts shall during the period that shall elapse before the determination of the tenancy subsisting under the said Agreement of the 11th day of October 1889 and these presents by notice as in the said Agreement of the 11th day of October 1889 provided question or dispute the right or title of Her Majesty to the said pieces or parcels of land subject to such tenancy.
4. Nothing herein contained shall after the determination of the said tenancy by notice as aforesaid prejudice any right or claim of any of the parties hereto or any claim which might be made under any Public or Charitable trust in respect of the said pieces or parcels of land.

And the said George Coulley doth hereby direct that this deed shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate hereof in the Office of Land Revenue Records and Involments and the filing or making an entry of such deposit by the Keeper of the said Records and Involments **In witness** whereof the said parties to these presents of the second third and fourth

parts have hereunto set their hands and seals the day and
year first above written

| | | |
|------------------------|-------------------|-----------------|
| Geo. Culley (S) | C. D. (S) Sweet | E H (S) Pember |
| Edward Henry (S) Elers | C (S) Mew | David (S) Jones |
| John (S) Liddell | H (S) Biddlecombe | W G C (S) Moens |
| | J P (S) Heseltine | |

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

J Russell Doway
Office of Woods, &c
Marshall place

Signed sealed and delivered by the within named Edward
Henry Elers in the presence of
David Jones
Warborne, Lyndington
Land Owner.

Signed sealed and delivered by the within named John
Liddell in the presence of
Arnaud J. Bowlett

H.M. Dockyard - Portsmouth
Captain Royal Navy

Signed sealed and delivered by the within named Edward
David Sweet in the presence of

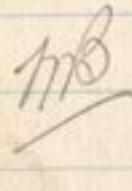
W G Lucas
Bathurstley, Lyndington
(Tenant Farmer)

Signed sealed and delivered by the within named Charles Mew
in the presence of

W Mew
Pilley
Farm Assistant

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

Philip Mason
Tweed, Lyndington
(Coachman)


Signed sealed and delivered by the within named John Postle Heseltine
in the presence of

Godfrey Heseltine
Undergraduate of Trinity Hall
Cambridge

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

Francis William Pember

Lincolns Inn

Barrister at Law

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

Edward Henry Clerks

Vicars Hill, Lyngton

Clerk in H. Orders

Signed sealed and delivered by the within named William Charles
John Moens in the presence of

Philip Mason

Tweed Lyngton

(Coachman)

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

11th February 1892

Dated 9th
March 1892

Witness Indenture made the ninth day of
March One thousand eight hundred and ninety two Between
The Guardians of the Poor for the New Forest Union
County of Hants in the County of Southampton of the first part George Culley
Esquire the Commissioner of Woods in charge of the New Forest of
The guardians the second part and The Queen's Most Excellent Majesty
of the Poor for the of the third part Whereas by a Warrant bearing date the ~
New Forest Union twenty third day of February One thousand eight hundred and
ninety two under the hands of two of the Lords Commissioners of
Her Majesty's Treasury acting under the powers of the Act of
The Queen's Parliament 1 and 2 Will: 14 Cap: 59 authority was granted to the
Most Excellent said Guardians to enclose from the waste lands of the New Forest
Majesty belonging to the Crown and to keep enclosed for the term of Thirty-
one years from the tenth day of October One thousand eight hundred
and ninety one certain land containing fourteen acres or thereabouts
situate at or near Pikes Hill and parcel of the said waste lands
to 11 acres of waste on the Plan drawn in the margin hereof and is thereon coloured
land in the New prints Subject nevertheless to all public rights of way therover
Forest.

Deed of
Covenant as which said land is more particularly delineated and described
to 11 acres of waste on the Plan drawn in the margin hereof and is thereon coloured
land in the New prints Subject nevertheless to all public rights of way therover
Forest. And whereas it was a condition of the said grant that the
said Guardians should within three months thereafter enter into
For entry of a Deed of covenant as therein mentioned with the Commissioners of
Warrant auth^g Woods for the time being in charge of the New Forest on behalf of
Crown or Her Majesty Now this Indenture witnesseth that in
Tenth 13 11 pursuance of the said Grant and condition The said Guardians
page 11. do hereby for themselves and their successors covenant with Her
Queen's Majesty her heirs and successors as follows that is to say,

- File 4251
1. To pay in advance on the tenth day of October in each of the
first five years of the said term of Thirty one years the annual
rent of Fourteen Shillings and on the like day in each of the
remaining years of the said term of Thirty one years after the
expiration of the first five years thereof the annual rent of Seven
pounds.
2. To use and appropriate the said land for the purposes of section 13
of the Act 59 George the 3^d Chapter 12 and for no other purpose.
3. To execute all works of drainage fencing and enclosure at their
own expense and under the superintendence and to the satisfaction
of the Deputy Surveyor of the New Forest.
4. To furnish to the said Commissioners of Woods copies of all annual
statements relating to the said land which may be received by

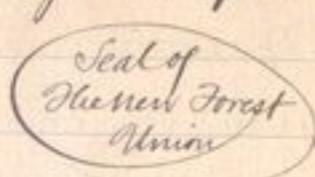
Release of covenant to maintainance of this
Road 1911 see W.L.B. 28, p. 219.

day of
between
st Union
Cutter

the said Guardians.
5 That the said land shall be cultivated and managed in a proper and husbandlike manner and shall be kept and left at the expiration of the said term of thirty one years clean and in good heart and condition.

X 6 To keep and maintain in a proper condition to the satisfaction of the said Commissioners of Woods a roadway fifteen feet wide from A to B as shown on the said plan.

And the said George Cuttley doth hereby direct that this deed shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Instruments and the filing or making an entry of such deposit by the keeper of the said Records and Instruments. In witness whereof the said George Cuttley hath hereunto set his hand and seal and the said Guardians have caused their Common Seal to be hereunto affixed the day and year first above written



Septimus Curtis
Chairman

Geo. Cuttley (dt)

The Seal of the Guardians of the New Forest Union was duly affixed to the within written Deed in the presence of
William Coxwell

Clerk to the said Guardians

Signed sealed and delivered by the person named George Cuttley
in the presence of

I Russell Sowray
Office of Woods, &c
Blundell Place

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

H.G. Hewlett
Keeper of the Records.

11th March 1892

Dated 2nd day
of May 1892.

Dean Forest

Whereas William David of Parkend near Lydney
Dean Forest is the registered Owner of the two Quarries at Bixslade N^o. 145
 and 148 in the Quarry Award Book and has requested Thomas
 Quarries N^o. 145 Forester Brown the Deputy Gaveller of the said Forest to grant to
 and 148. him the said William David the License or right to make and
 form the Tramway as aforementioned, and to have the use and
 enjoyment thereof as aforementioned, and George Bulley Esq^r,
 the Commissioner of Her Majesty's Woods, Forests and Land Revenues
 to whom all the duties and powers which, under or pursuant to the
William David Act 1st and 2nd Vict. Chap. 13 intituled "An Act for regulating the
 opening and working of Mines and Quarries in the Forest of Dean
 and Hundred of St. Briavels, in the County of Gloucester" or under
 or pursuant to any award of the Commissioners appointed by such
 Act, or under or pursuant to any other Act relating to Mines, Minerals
 and Substrata in the said Hundred of St. Briavels may, for the
 time being, be performed or exercisable by the Commissioners of Her
 Majesty's Woods, Forests, and Land Revenues or either of them, have
 been assigned by order under the hands of the Lords Commissioners
 of Her Majesty's Treasury hath signified his consent by a writing
 under his hand that such License should be granted now
 therefore I the said Thomas Forester Brown as such Deputy
 Gaveller as aforesaid, in pursuance of all powers vested in me
 in this behalf and with such consent as aforesaid do grant
 unto the said William David and all other persons or person for
 the time being registered Owner or Owner of the said Quarries N^os
 145 and 148 a license to make and form a tramway of twelve feet
 in width across the open forest commencing at a point in W. Edwin
 R. Payne's Tramway marked A upon the Plan drawn upon the
 third page of this License and extending as shown by red lines to
 points marked B C and D for the purpose of carrying on the
 work or Works opened or to be opened by virtue of the said Quarries
 and to use and occupy the same for the purpose aforesaid, but for
 no other purpose whatsoever To hold the said License unto the
 said William David and such other persons or person as aforesaid
 for the term of Thirty one years from the 1st day of January 1892
 subject to the Rules and Regulations set forth in the second Schedule
 to the Award of Quarries in the Forest of Dean dated 24th day of
 July 1841 made by "The Dean Forest Mining Commissioners" acting

under the said Act 1st and 2nd Vict: Chap: 43 Provided always
 and this License is upon condition that if the said Tramway is not
 constructed and completed within the first two years of the said term
 of Thirty one years or in the event of the completion thereof as aforesaid
 if the same is not constantly used for the purpose hereinbefore mentioned
 for a period of nine months at any one time in any year of the
 said term (as to which point the certificate in writing of the Deputy
 Surveyor, shall be conclusive evidence) then in either of the said cases
 this License shall be absolutely void.

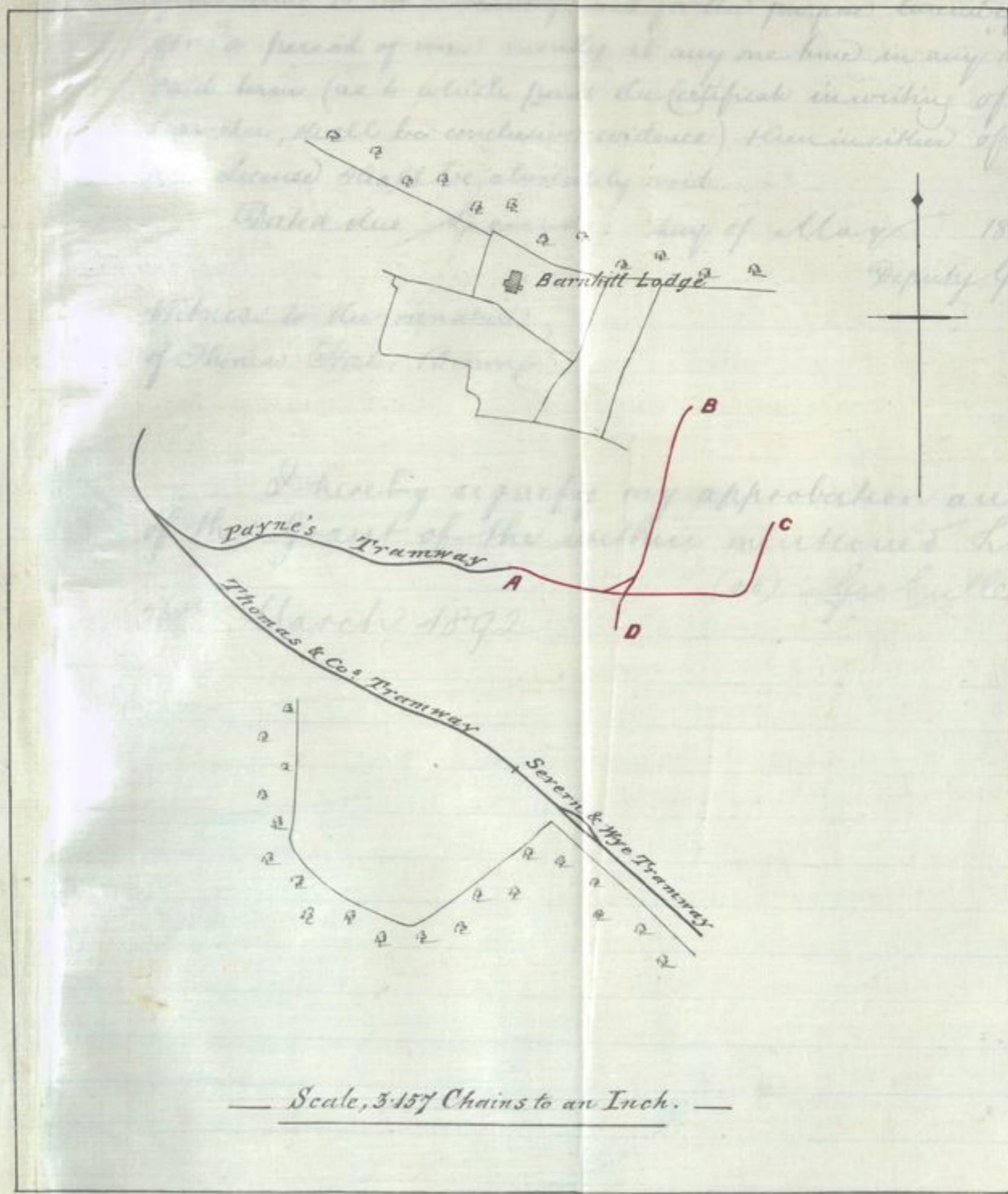
Dated this Second day of May 1892

Deputy Surveyor

Witness to the signature
 of Thomas Foster Browne }

I hereby signify my approbation and allowance
 of the Grant of the within mentioned Licence
 26th March 1892 (s) Geo. Bulley

under the said Act 1st and 2nd Vict: Chap: 43 Provided always
and this License is upon condition that if the said Tramway is not
constructed and completed within the first two years of the said term



R

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Office of Woods, P - S.W

4th February 1892

Sir,

Highmeadow Estate

In reply to your letter of the 10th November last applying for permission to drive a drainage level and use two pits in connection with the lease of coal held by you from the Crown I have to inform you that I am willing to allow you to drive an underground drainage level from the point marked A on the enclosed tracing in the direction shown by the red dotted line and to use the two pieces of land coloured blue for tipping purpose and also to use the two pits marked B and C on the same plan, subject to the following conditions.

1. The permission to continue during the pleasure of this Department and to be determinable at any time on a month's notice
2. An acknowledgment of £1 to be paid in advance on the 1st February in each year during which the permission continues
3. Any trees damaged or destroyed or other damage done to the Crown property in the exercise of this permission to be paid for or made good by you at the valuation of the Deputy Surveyor of Highmeadow Woods.

If you desire to accept this offer you will be good enough to sign and return the enclosed letter within a fortnight.

W. J. J. Joyner
Parklull House
Muckroft - nr Lydney. Glos:

Parklull

Muckroft - nr Lydney
Feb 11th 1892

Sir, Highmeadow Estate

I beg to accept your offer, dated the 4th February 1892, permission to drive a drainage level and to use two pits in connection with the lease of coal I hold from the Crown, and I agree to pay the acknowledgment and to observe the conditions as specified in such letter.

I am &c.

George Bulley Esq

Commissioner of

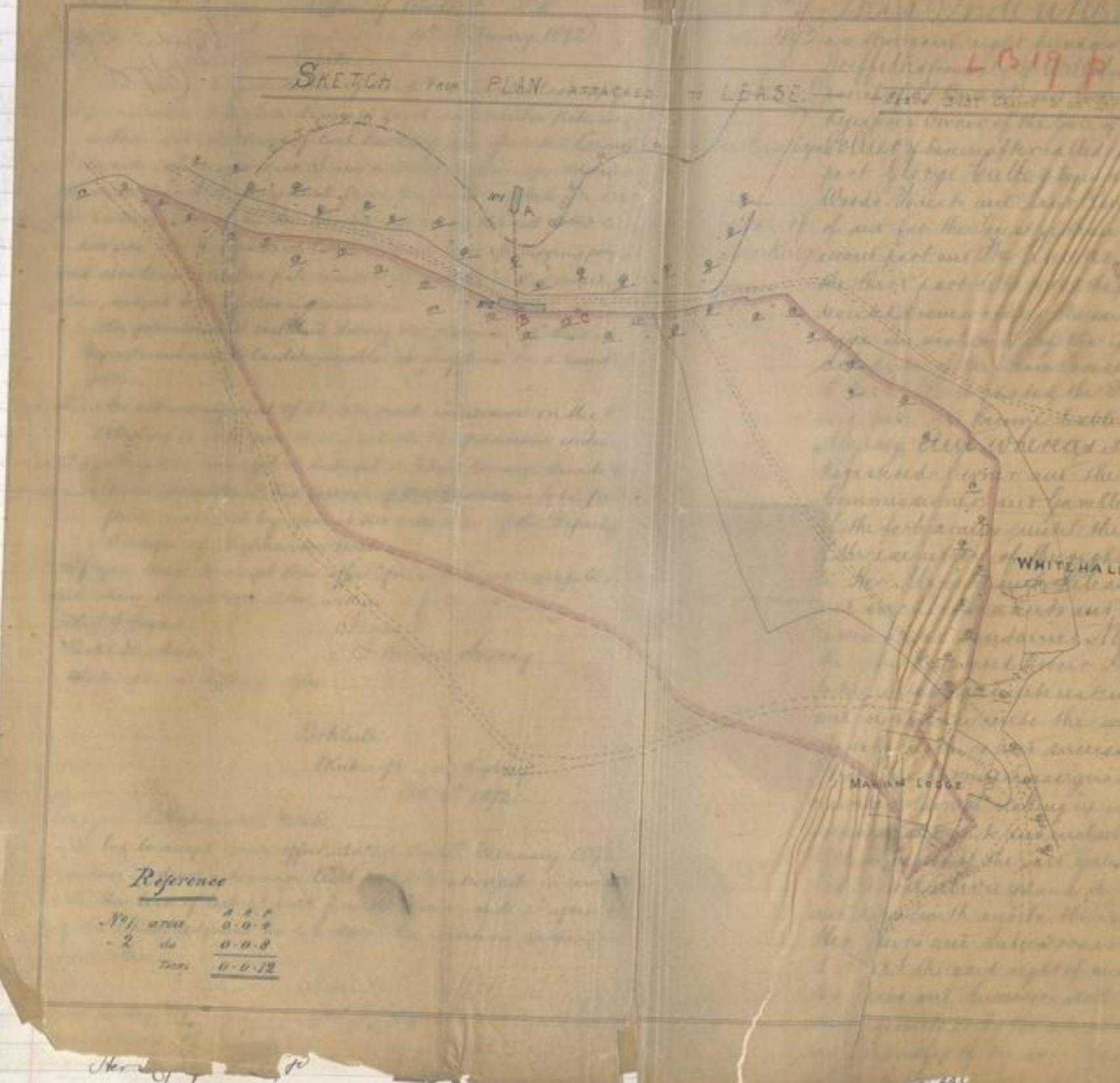
Her Majesty's Woods, P

W. J. Joyner.

Charles Funder
to W. J. Joyner Esq

Taken 5th of This Indenture made the fifth day of March
 March 1892 one thousand eight hundred and ninety two between John
 Griffiths formerly of Willebury but now of Gloucester in the
 Dean Forest parish of St Briavels and County of Gloucester Gentleman the
 Registered Owner of the Gale of Coal called Rising Sun Engine
 Rising Sun by Collet of him after called the Registered Owner of the first
 part George Bulley Esq; a Commissioner of Her Majestys
 Woods Forests and Land Revenues and Her Majestys Gaveller
 Releasee of of out for the Forest of Dean in the County of Gloucester of the
 Shortworkings account part and The Queens Most Excellent Majesty of
 the third part Whereas the person holding the said Gale has
 deserted from working the same for the space of 5 years at one
 time in violation of the 9th Rule specified in the second
 Schedule of the Dean Forest Mining Commissioners Award
 of Coal Mines dated the 8th day of March 1841 And the
 said Gale has become liable to be forfeited to the Queen
 & Majesty All Whereas it has been agreed between the
 Registered Owner and the said George Bulley as such
 Commissioner and Gaveller as aforesaid that in consideration
 of the forbearance until the 31st day of December 1894
 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 Registered Owner Doth by these presents according
 to his estate and interest in the said Gale release surrender
 and renounce unto the Queen's Most Excellent
 Majesty her heirs and successors All right of him the Registered
 Owner his heirs and assigns and all persons holding through
 or under him of making up so much of the shortworkings
 accumulated up to and including the thirty first day of December
 1891 in respect of the said Gale as amounts to the sum of £250
 Provided always and the Registered Owner doth 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 re entry so accrued to Her Majesty
 Her Heirs and Successors shall not be deemed to be waived by
 these presents or by the receipt of rent or by the registration of
 any Transfer of the said Gale before the Registered Owner or
 holder of the said Gale shall have bona fide resumed the

A copy of this plan accompanied Mr. Bulley's, Esq.,
February 1892 number 1944



L 19 P S

made the fifth day of March
one thousand nine hundred John
but now of Gloucester in the
of Gloucester Gentleman the
al called Rising Sun Engine
Registered Owner of the first
number of Her Majesty's
Her Majesty's Gentleman
Gloucester of the
of Her Majesty of
Christ the said Gale has
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sum of £200
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it to be waived by
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Registered Owner or
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working thereof

2. That all powers of taking away or recovering and all obligations and covenants for payment of Gale age rents dead or certain rents and royalty or tonnage duty shall be in force and shall apply with reference to the Gale age 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 released or any part thereof

3. That nothing herein contained shall diminish or postpone any rights or powers of re-entry or other rights or powers of Her Majesty Her heirs and successors in respect of the said Gale other than the particular right of re-entry agreed to be postponed as hereinbefore mentioned

And it is hereby declared that it is the intention of these presents that if the Registered Owner or holder shall on the 31st day of December 1894 have continued in the occupation of the said Gale paying the proper rents and royalties to the Crown without deduction on account of the Shortworkings intended to be hereby released or any part thereof and duly observing the conditions under which he holds and shall have bona fide resumed the working thereof before that date the particular right of re-entry so agreed to be postponed as hereinbefore mentioned shall not be exercised

All the said George Bulley 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 Insolments and the filing or making an entry of such deposit by the Keeper of the said Records and Insolments In witness whereof the said parties hereto of the 1st and 2nd parts have hereunto set their hands and seals the day and year first above written

John Griffiths (L.S.)

Geo. Bulley (L.S.)

I certify that a duplicate of this deed has been deposited in the Office of Land Revenue Records and Insolments and an entry thereof made or filed by me
8th March 1892
J. G. Stewart
Keeper of the Records

Signed sealed and delivered by the within named John Griffiths in the presence of

Wm Roberts, Solicitor.
Baleford

Signed sealed and delivered by the within named George Bulley in the presence of J. Russell Sowray
Office of Woods & the Hall Place
20 Feb.

Dated 2
February

Dean Po

Fancy L

Release
Shortwork

Dated 23rd This Indenture made the twenty third day of February 1892 between Peter Sheridan Mac Dougall of Ross in the County Dean Forest of Hereford Bank Manager the Registered Owner of the Gale of Coal called the Fancy Colliery (granted to Thomas Cook Fancy Colliery and John Trigg on the 19th day of January 1872) hereinafter called the Registered Owner of the first part George Bulley Esquire a Commissioner of Her Majestys Woods and Her Majestys Gaveller of and for the Forest of Dean in the County of Gloucester of the second part and The Queens Most Excellent Majesty of the third part Whereas the person holding the said Gale has desisted from working the same for a period of five years at one time in violation of the ninth Rule specified in the second Schedule of the Dean Forest Mining Commissioners Award of Coal Mines dated the 8th day of March 1841 and the said Gale has become liable to be forfeited to the Queen's Majesty And Whereas it has been agreed between the Registered Owner and the said George Bulley as such Commissioner and Gaveller as aforesaid that in consideration of the forbearance until the 31st day of December 1894 of the execution of the right of re-entry so accrued 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 Registered Owner doth by these presents release surrender and renounce unto the Queen's Most Excellent Majesty her heirs and successors All right and liberty of him the Registered Owner his heirs and assigns and all persons holding through or under him of making up the Shortworkings accumulated up to and including the 31st day of December 1890 in respect of the said Gale and which amounts to the sum of £110. 0. 0 Provided always and the Registered Owner doth 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 re-entry so accrued to Her Majesty her heirs and successors shall not be deemed to be waived by these presents or by the receipt of rent or by the registration of any transfer of the said Gale before the Registered Owner or holder of the said Gale shall have bona fide resumed the working thereof

(L8)

5 John

401.

George

2 That all powers of taking suit for or recovering and all obligations and covenants for payment of Galeage rents dead or certain rents and royalty or tonnage duty shall be in force and shall apply with reference to the Galeage rent dead or certain rent royalty or tonnage duty hereafter to become due in respect of the said Gale without deduction of the shortworkings intended to be hereby released or any part thereof.

3 That nothing herein contained shall diminish or postpone any rights or powers of reentry or other rights or powers of Her Majesty Her Heirs and successors in respect of the said Gale other than the particular right of reentry agreed to be postponed as hereinbefore mentioned.

And it is hereby declared that it is the intention of these presents that if the Registered Owner or holder shall on the 31st day of December 1891 have continued in the occupation of the said Gale paying the proper rents and royalties to the Crown without deduction on account of the shortworkings intended to be hereby released or any part thereof and duly observing the conditions under which he holds and shall have bona fide examined the working thereof before that date the particular right of reentry so agreed to be postponed as hereinbefore mentioned shall not be exercised And the said George Bulley 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 parties hereto of the 1st and 2nd parts have hereunto set their hands and seals the day and year first above written - P.S. Mac Dougall (S) Geo. Bulley (S)

Signed sealed and delivered by the within named Peter Sheridan Mac Dougall in the presence of

J. C. Learnes, Gloucester Road, Ross Skene.

Signed sealed and delivered by the within named George Bulley in the presence of I Russell Sowray

Office of Woods &
Whitbhall Place

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

26th February 1892

H. G. Hewlett
Keeper of the Records

Dated
February

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Release
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George
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depositor
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Dated 17th This Indenture made the seventeenth day of February
 February 18⁹² One thousand eight hundred and ninety two Between
 Georgina Margaret Sawyer Cookson of Broughton
 Dean Forest Tower in Furness in the County of Lancaster widow the
 Registered Owner of the Gal of coal called Beaufort Engine
 Beaufort Colliery hereafter called the Registered Owner of the first part
 Engine Colliery George Culley Esquire a Commissioner of Her Majestys Woods
 and Her Majestys Gaveller of and for the Forest of Dean in
 Release of the bounty of Gloucester of the second part and The Queens
 Shortworkings Most Excellent Majesty of the third part Whereas the
 persons holding the said Gale have not bona fide commenced
 opening the same in violation of the 11th Rule specified
 in the Second Schedule of the Dean Forest Mining
 Commissioners Award of Coal Mines dated the 8th day
 of March 1841 and of the Award of the Dean Forest Mining
 Commissioners of 18⁷¹ dated the 11th day of June 1872
 And the said Gale has become liable to be forfeited to the
 Queens Majesty AND Whereas it has been agreed
 between the Registered Owner and the said George Culley as
 such Commissioner and Gaveller as aforesaid that in
 consideration of the forbearance until after the 11th day
 of June 1897 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 Registered
 Owner doth by these presents release surrenders and renounces
 unto the Queens Most Excellent Majesty Her heirs and
 successors All right and liberty of her the Registered
 Owner her heirs and assigns and all persons holding through
 or under her of making up so much of the Shortworkings
 accumulated up to and including the 3rd day of
 December 1891 in respect of the said Gale as amounts to the
 sum of £ 100 : 0 : 0 Provided always and the Registered
 Owner doth covenant with and to the Queens 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 Owner or holder of the said Gale shall have bona fide commenced the opening thereof

2. That all powers of taking sum for or recovering and all obligations and covenants for payment of Galeage rent dead or certain rent and royalty or tonnage duty shall be in force and shall apply with reference to the Galeage rent dead or certain rent and royalty or tonnage duty hereafter to become due in respect of the said Gale without deduction of the shortworkings intended to be hereby released or any part thereof

3. That nothing herein contained shall diminish or postpone any rights or powers of re-entry or other rights or powers of Her Majesty Her Heirs and Successors in respect of the said Gale other than the particular right of re-entry agreed to be postponed as hereinbefore mentioned

And it is hereby declared that it is the intention of these presents that of the Registered Owner or holder shall on the 11th day of June 1897 have continued in the occupation of the said Gale paying the proper rents and royalties to the Crown without deduction on account of the shortworkings intended to be hereby released or any part thereof and duly observing the conditions under which he holds and shall, bona fide commence the opening thereof before that date the particular right of re-entry so agreed to be postponed as hereinbefore mentioned shall not be exercised And the said George Culley doth hereby direct that this deed shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Surveys and the filing or making an entry of such deposit by the Keeper of the said Records and Surveys In witness whereof the said parties hereto of the 1st and 2nd parts have hereunto set their hands and seals the day and year first above written.

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

Charles Etches, Broughton Tower, Buxton.
Signed sealed and delivered by the within named George Culley
in the presence of

*I Russell Sowray
Office of Woods &
Whitehall Place*

keeper of the Records

H G Newell

Dated
February

Dean J.

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Release
Shortwo

Dated 18th This Indenture made the eighteenth day of February 1892 Between Thomas Bennett Brain of Burrowlydon Drybrook in the County of Gloucester of the Dean Forest first part George Culley Esquire a Commissioner of Her Majesty's Woods Forests and Land Revenues and Her Majesty's Gaveller of Parkers Dene and for the Forest of Denu in the County of Gloucester of the Level Colliery second part and the Queens Most Excellent Majesty of the third part Whereas the said Thomas Bennett Brain is the Registered Owner of the Gale of Coal called the Parkend Shortworkings Deep Level Colliery And whereas the holder of the said Gale has neglected to bona fide commence opening and working the said Gale in violation of the 4th Rule of the Dean Forest Mining Commissioners of Coal Mines dated 8th day of March 1841 and the Award of the Forest of Dean Mining Commissioners of the 11th day of June 1872 And the said Gale has become liable to be forfeited to the Queens Majesty And whereas it has been agreed between the said Thomas Bennett Brain and the said George Culley a such Commissioner and Gaveller as aforesaid that in consideration of the forbearance until the 30th day of June 1893 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 Thomas Bennett Brain doth by these presents for himself his heirs and assigns^{doth} release surrender and renounce unto the Queens Most Excellent Majesty her Heirs and Successors All right and liberty of him the said Thomas Bennett Brain his heirs and assigns and all persons holding through or under them or him of making up the Shortworkings accumulated up to and including the 31st day of December 1890 in respect of the said Gale and which amounts to the sum of £36: 0: 0 Provided always and the said Thomas Bennett Brain doth hereby covenant and agree with and to the Queens Most Excellent Majesty her heirs and successors that is to say 1. That the said right of re-entry 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 or Colliery before the Registered Owner of the said Gale

(L5)
George

Butler.

George Culley

or Colliery shall have bona fide commenced opening and working 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 or Colliery 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 re-entry or other rights or powers of Her Majesty her heirs and successors in respect of the said Gale or Colliery other than the particular right of re-entry agreed to be postponed as hereinbefore mentioned.

And it is hereby declared that it is the intention of these present that if the Registered Owner shall on the 30th day of June 1893 have continued in the occupation of the said Gale or Colliery paying the proper rents & royalties to the Crown without deduction on account of the Shortworkings intended to be hereby released or any part thereof and duly observing the conditions under which he holds and shall have bona fide commenced the opening and working thereof before that date the particular right of re-entry so agreed to be postponed as hereinbefore mentioned shall not be exercised And the said George Bulley 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 parties hereto of the 1st and 2nd parts have hereunto set their hands and seals the day and year first above written.

T. B. Brain (L.S.) Geo Bulley (L.S.)

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

Peter Horlick, Ruardean, Saddlet

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

Russell Sawyer
Office of Woods &c
Whitehall Place

I certify that a duplicate of this deed has been deposited in the office of Land Revenue Records and Enrolments and an entry thereof made and filed by me
T. G. Bennett
Keeper of the Records

Trustee in Bankruptcy of H. E. Collins
estate disclaimed as at 21 April 1897.

62

Dated 25th March 1892

Articles of Agreement made the twenty fifth

day of March One thousand eight hundred and ninety two

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 Ellis Collins
of Cleaswell Court near Coleford in the County
of Gloucester
hereinafter called "the said Tenant" of the third part

Henry Ellis Collins

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 Messuage

or tenement known as Oakhill Lodge with the yards gardens stables and outbuildings thereto belonging situate in Parkend or York Walk in the

on a Yearly Tenancy from the

September 1891

6: = per Annum.

with the appurtenances situate at Majestys Forest of Dean containing 6.3.18 or thereabouts and coloured or edged pink

on the plan attached hereto lately in the occupation of Peter Holmes

together with the fixtures therein TO HOLD the same hereditaments to the said tenant

from the twenty ninth day of September 1891 as tenant from year to year (the tenancy being however determinable as after mentioned) at the yearly rent of Sixteen pounds to be paid to the Deputy Surveyor of Dean Forest free from all taxes rates and deductions whatsoever

(except Landlord's property tax) by equal Quarterly payments on the twenty fifth day of December the twenty fifth day of March the twenty fourth day of June and the twenty ninth day of September in every year the first Quarterly payment to be due on the twenty fifth day of December 1891 AND the said

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

Trustee in Bankruptcy of H. E. Collins
estate disclaimed as Rob. 21 April 1897.

62

Dated 25th March 1892

Articles of Agreement made the twenty fifth

day of March One thousand eight hundred and ninety two

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 Ellis Collins*

of Cleaswell Court near Coleford in the County of Gloucester

hereinafter called "the said Tenant" of the third part

Henry Ellis Collins

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 MESSUAGE

or tenement known as Oakenhill Lodge

Oakenhill Lodge with the yards gardens stables and outbuildings thereto belonging situate in Parkend or York Walk in the

on a Yearly Tenancy from the

AGREEMENT for Letting

on the 30th

of the said

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AND also will keep the said premises and any fences and gates thereon in good repair and condition and will not do or suffer any waste or damage to the said premises and will at all times well and properly manage and cultivate the said land and keep and leave the same clean and in good heart and condition and will also keep the windows properly glazed and mended and will on the determination of the tenancy hereby created deliver up the said premises in good repair and condition to the Queen's Majesty her heirs or successors or to the said GEORGE CULLEY or other the Commissioner or Commissioners for the time being of Her Majesty's Woods Forests and Land Revenues having the management of the said premises (hereinafter called the said Commissioner or Commissioners) or to whom he or they may appoint AND will permit the said Commissioner or Commissioners or his or their Agent at any time or times during the said tenancy to enter into and inspect the state and condition of the said premises and to execute any works thereon or to place thereon any notice AND IT IS HEREBY AGREED that it shall be lawful for the said Commissioner or Commissioners or the said tenant to determine this tenancy at any one of the Quarterly days hereinbefore mentioned either in the first or any subsequent year thereof by giving to the other of them three calendar months' previous notice in writing of his or their intention so to do and if such notice shall proceed from the said Commissioner or Commissioners the same may be given to the said tenant or left for him upon the said premises and if such notice shall proceed from the said tenant the same shall be left at the Office of the Commissioners of Her Majesty's Woods Forests and Land Revenues AND the said GEORGE CULLEY doth hereby direct that this Agreement shall be deemed to be fully and sufficiently inrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Inrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Inrolments IN WITNESS whereof the said parties to these presents of the second and third parts have hereunto subscribed their names the day and year first above written.

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

J. G. Newell
Keeper of the Records.

28th March 1892

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

J Russell Saway
Office of Woods &c
Whitehall Place

Geo Culley

Signed by the above-named
Henry Ellis Collis in the presence of

Mary Collis wife of
Henry Ellis Collis
Blewett Court
nr Boleford, Glos

Henry Ellis Collis

Mr
Collis

File 1079.

Dated 31st This Indenture made the thirty first day of March 1892
— Between The Queens Most Excellent Majesty Forest of Dean of the first part George Bulley Esquire the Commissioner of Her Majestys Woods in charge of the hereditaments herein after Geo. Bulley by described and Gaveller of the Royal Forest of Dean of the second part a Comr^c of H.M. and James Hawkins of Parkers Stone Works near Coleford in Woods &c the County of Gloucester a Quarry Freeman (hereinafter called to the Lessor) of the third part Witnesseth that in consideration Mr Jas Hawkins of the Rents & Royalties herein after reserved and of the covenants hereinafter contained The said George Bulley as such Commissioner Lease of stone and Gaveller as aforesaid on behalf of Her Majesty and in exercise Quarry at Hawkers of all powers in him vested or in anywise enabling him so to do Hill in Worcester D 0th demine and lease unto the Lessor All that Stone Walk Quarry situate at Hawkers Hill in Worcester Walk in the Forest of Dean and County of Gloucester being of the length commencing 25 Mch^r of 106 yards and numbered 641 in the Deputy Surveyors丈丈
Date of year 20 Lease Book No. 5 lying and being on the South side of the Expires 29 Sept 1912 Turnpike Road from Coleford to Speech House and more particularly described in the plan drawn in the margin Rent £11 per annum of these presents and the same coloured red To hold the said Quarry unto the Lessor his executors administrators and assigns Royalty 4^d per ton for the term of 20^{1/2} years from the twenty fifth day of March upon 14 cubic feet One thousand eight hundred and ninety two determinable on all wrought as hereinafter mentioned Paying therefrom to Her Majesty Stone and 1^d per Her Heirs and Successors the net yearly sum or rent of ton on Waste £11 by equal half yearly payments on the twenty fifth day of March and the twenty ninth day of September in every Determinable as year the first payment thereof to be made on the twenty ninth day of September 1892 And also paying to Her Majesty Her Heirs and Successors the Royalties following that is to say A royalty of 1^d per Ton of 2240 lbs Avordupois on all wrought and block Stone gotten from the said land and sold used or otherwise disposed of or if such wrought and block stone should be sold used or disposed of by measurement then a royalty of 1^d for every 14 cubic feet of such Stone And also a royalty of 1^d for every like ton of waste or inferior Stone including any Stone gotten from the top soil of the said Quarry such Royalties to be paid by half yearly payments on the several days aforesaid

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for and in respect of the Stone sold used or disposed of during
the preceding half year all which said Rent and Royalties
hereinbefore mentioned shall be paid into the hands of the Crown
Receiver for the said Forest of Dean Provided that no royalty
shall be payable upon so much stone sold used or disposed of in
any one year as would be sufficient in value according to the
reservation hereinbefore contained to yield a sum equal to the
rent payable hereunder for such year

All the Lesser covenants with Her Majesty Her Heirs and
Successors in manner following that is to say

- 1 At all times during the said term hereby granted to pay unto Her Majesty Her Heirs and successors the said yearly rent and royalties hereby respectively reserved at the times and in the manner hereinbefore mentioned for payment thereof without any deduction or abatement whatsoever
 2. To bear pay and discharge all and all manner of present and future taxes rates assessments impositions and outgoings of what nature or kind soever in respect of the said premises
 3. To abide by fulfil and keep all and singular the rules and regulations set forth in the Award of the Dean Forest Mining Commissioners relating to Quarries in the said Forest made pursuant to the Act of Parliament 1st and 2nd Victoria cap 43
 4. Not at any time during the said term to cultivate the said Quarry hereby demised or use the same or any part thereof for any purpose whatsoever other than as a Stone Quarry and not to erect or make any building thereon except a cabin or cabins for sharpening or depositing the quarrying implements therein which cabin or cabins shall not on any future or for any cause or reason be used or occupied as a dwelling house or dwelling houses or for any purpose other than sharpening and depositing therein implements necessary for working and carrying on the said Quarry
 5. To fence round in a proper and substantial manner to the satisfaction of Her Majestys Deputy Surveyor for the time being of the said Forest all and singular the pits and openings which shall be made or worked under or by virtue of these premises and to erect and set up all such boundary stones at each angle of the site of the said Quarry hereby

for and in respect of the Stone sold used or disposed of during the preceding half year all which said Rent and Royalties hereinbefore mentioned shall be paid into the hands of the Crown Receiver for the said Forest of Dean Provided that no royalty shall be payable upon so much stone sold used or disposed of in any one year as would be sufficient in value according to the reservation hereinbefore contained to yield a sum equal to the rent payable hereunder for such year

All the Lesser covenants with Her Majesty Her Heirs and

successors in manner following that

1. To let and give away the same

unto Her Majesty Her Heirs and Successors and their

Heirs and royalties hereby respectively reserved

and in the manner hereinbefore mentioned for the

use of without any deduction or abatement

2. To bear pay and discharge all and singular

present and future taxes rates and

imposts whatsoever levied or imposed

upon the same by any person or persons

or persons whatsoever by virtue of any

Act of Parliament or other Law made

or Ordinance or Regulation made

demised and also all such gates posts pales and other defences around or about the said Quarry as shall be necessary or as shall be required by such Deputy Surveyor for the better defining and identifying of the said Quarry and for preventing cattle and other animals from trespassing on the hereby demised premises or injuring themselves and at all times during the said term to keep in good and substantial repair such boundary stones gates posts pales and other defences and not during the said term to fell cut top or wilfully destroy spoil or damage any timber or other tree pollard sapling or young stone growing on or near the said premises or any part thereof.

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

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

8. To deliver to the Lessor or to Her Majestys said Receiver or Agent within ten days next after the 25th day of March and the 29th day of September in each year and at such other times during the said term as the Lessor shall in writing require the same and also within 10 days after the expiration or sooner determination of the said term a correct and legible account in writing (specifying and distinguishing as aforesaid) of the quantity of the stone which during the preceding year and such other time as shall be required by such notice as aforesaid shall have been gotten and also of the quantity which shall during the like period have been sold used or otherwise disposed

of cleasened dressed or otherwise made marketable and also
of the quantity which during the like period shall have been
sold used or otherwise disposed of clearly expressing therein
if the Lessor shall so require the names of the persons to or
by whom and the times and prices (if any) at and for
which the same respectively shall have been sold used or
disposed of every such account being if required first
verified in writing under the hand of the Lessee or his
chief or only Agent for the time being and within the
same periods and at such other times as aforesaid to
deliver if required to the Lessor or to Her Majestys Receiver
or Agent a correct plan and measurement signed by
the lessee or his chief or only Agent of the lands under or
from which the said stone shall have been gotten as
aforesaid and of the working and cuttings of and in
the said Quarry distinctly showing the course and extent
thereof and also to keep a like plan and measurement
at the Quarry or works or at the Office belonging thereto
and permit the Lessor and his Agent at all times to inspect
the same.

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

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

Her Heirs and Successors from all actions claims and
 demands on account of any such injury or damage
 11. At the end or sooner determination of the term hereby
 granted to yield and deliver up to the Lessor the quiet and
 peaceable possession of the said premises hereby devised in
 good order and condition to the satisfaction of such Deputy
 Surveyor as aforesaid in all respects Provided always
 that if the rent or royalties hereinbefore reserved or any part
 thereof shall be behind or unpaid for 20 days next after any
 of the said days of payment or if breach shall be made in any
 of the covenants conditions or agreements in these presents
 contained or in any of the said rules and regulations
 annexed to the Award of the said Dean Forest Mining
 Commissioners hereinbefore mentioned which on the part
 of the Lessee are or ought to be observed or performed or
 if a Receiver in Bankruptcy of his estate shall be appointed
 or a Receiving Order made against him or he shall be
 arrested for debt and confined in prison for 14 days then and
 in any of such cases it shall be lawful for the Lessor into and
 upon the said devised premises or any part thereof in the
 name of the whole to reenter and the same premises to have
 again as in his former estate Provided always and it is
 hereby agreed that in the event of the said Quarry being worked
 out it shall be lawful for the Lessee to determine the term
 hereby granted on giving six calendar months previous notice
 in writing of such purpose and intent to the Lessor such
 notice to expire on the 29th day of September in some year of
 the said term and such notice may be left at the Office of
 the Commissioners of Woods in London And it is
 hereby agreed that the term Lessor herein means the
 person or persons for the time being by law entitled to
 the management and direction of the reversion of the
 devised premises And that all rights and obligations of
 the Lessee under these presents shall devolve with the
 leasehold interest hereby created and be accordingly
 enjoyed observed and performed by the person or persons
 in whose such interest shall for the time being be vested
 And the said George Bulley 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 &c witness whereof the said parties hereto
of the second and third parts have hereunto set their hands
and seals the day and year first above written

(L.S.) Geo. Bulley James (L.S.) Hawkins

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

J Russell Sowray
Office of Woods &c
Whitehall Place

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

Stuart A Sant
71 Cowbridge Road, Cardiff
Stone Merchant

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

25. 4th April 1892

(L.S.) H G Hewlett
Keeper of the Records