

B ✓

Dated 9<sup>th</sup> June 1892

Forest of Dean

M<sup>r</sup> Sydney J. Thomas

(b)

The Queen's Most Excellent Majesty

Surrender of Quarries N<sup>o</sup> 162 and 163.

This Indenture made the ninth day of June One thousand eight hundred and ninety two Between Sydney John Thomas of Coleford in the County of Gloucester Quarrymaster of the first part George Cutley Esquire, C.B., the Commissioner of Woods in charge of the Forest of Dean in the County of Gloucester and Gaveller of the said Forest of the second part and The Queen's Most Excellent Majesty of the third part Whereas by the Award as to Quarries dated the twenty fourth day of July One thousand eight hundred and forty one made by the Dean Forest Mining Commissioners appointed under the Act 1<sup>st</sup> and 2<sup>nd</sup> Victoria Chapter 43 it was ascertained and determined (inter alia) that Thomas Rosser of Coleford in the said County of Gloucester was at the passing of the said Act (either as a Free Miner or as claiming through or under a Free Miner) in possession of or entitled to one Gale at Howlers Hill for the purpose of working a Quarry of the said Forest such Quarry being described in the First Schedule to the said Award as All that Quarry of Quarries N<sup>o</sup> 162 on Howlers Hill numbered 162 extending in length seventy yards and bounded as shown on the Plan M to the said Award And whereas by an Order dated the tenth day of April One thousand eight hundred and ninety one of the County Court of Gloucester holden at Cheltenham in the matter of John Trotter Thomas a Bankrupt It was ordered that the estate and interest of the said John Trotter Thomas (inter alia) in the said Quarry numbered 162 (of which the Bankrupt was granted from the Crown) should be vested in the said Sydney John Thomas subject to the same liabilities and obligations as the said John Trotter Thomas was subject to in respect of the said property at the date of the filing of the Bankruptcy Petition in the said matter And whereas by an Indenture of Lease dated the eighth day of March One thousand eight hundred and eighty six and made between The Queen's Most Excellent Majesty of the first part the said George Cutley as such Commissioner as aforesaid of the second part and Thomas Joseph of the third part (inter alia) All that Stone Quarry of the length of ten yards situate and being at Howlers Glade in Worcester Walk in the said Forest of Dean lying on the west side of Quarry 162 held under the Award of the Dean Forest Mining Commission relating to Quarries and numbered 163 in the Deputy Surveyor's Quarry Lease Book was demised to the said Thomas Joseph for the term of Twenty years and one half of another year from the twenty fifth day of March One thousand eight hundred and eighty five at the rent and under and subject to the covenants and conditions therein reserved and contained

And whereas the said Quarry numbered 603 is now vested in the said Sydney John Thomas for all the residue of the term of years by the said Indenture of Lease granted And whereas the said Sydney John Thomas has requested the said George Cullley as such Commissioner as within mentioned to accept on behalf of Her Majesty a Surrender as from the twenty fifth day of March One thousand eight hundred and ninety two of the said Quarries numbered 162 and 603 and all his estate and interest therein which the said George Cullley with the consent of the Commissioners of Her Majesty's Treasury has agreed to do Now this Indenture witnesseth that in pursuance of the premises At the said Sydney John Thomas as Beneficial Owner with the consent of the said George Cullley testified by his executing these presents Doth hereby surrender to the Queen's Majesty All those the said Quarries numbered 162 and 603 hereinbefore described and all his estate and interest therein To the intent and purpose that the term of years created by the said Indenture of Lease of the eighth day of March One thousand eight hundred and eighty six and all the estate and interest now subsisting in the said Quarries respectively under or by virtue of the same Indenture and the said Award may be merged and extinguished in the reversion freehold and inheritance of the said premises now vested in Her Majesty in right of the Crown 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 first and second parts have hereunto set their hands and seals the day and year first above written.

Sydney J Thomas (St.)

Geo Cullley (St.)

Signed sealed and delivered by the within named Sydney John Thomas in the presence of - J L Bradstock, Solr., Cinderford

Signed sealed and delivered by the within named George Cullley in the presence of - I Russell Sowray, Office of Woods &c, Whitelhall Place.

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

H G Hewlett

Keeper of the Records

14<sup>th</sup> June 1892

Transfer dated 2<sup>nd</sup> June 1905 A. J. Payne + Juliana R. Payne.  
to E. R. Payne + Son Ltd. Town Hall Chambers, Newham.

Dated 10 June 1892

Forest of Dean

George Culley Esq<sup>r</sup>  
a Com<sup>r</sup> of Her

Majesty's Woods &c

— (b) —  
W. R. J. Payne

Lease of

Stone Quarry at

the lower end of

Birch Hill in

Parkend Walk.

Commencing

25<sup>th</sup> March 1892

Term of years — 20<sup>½</sup>

Expires 29 Sept<sup>r</sup> 1912

Rent £8 per

Annun

Royalty 4<sup>d</sup> per ton

or per 14 cubic feet

on all wrought stone

and 1<sup>d</sup> per ton on

waste.

Determinable as

within mentioned.

## This Indenture

made the tenth day of June  
One thousand eight hundred and ninety two Between The  
Queen's Most Excellent Majesty of the first part George  
Culley Esquire<sup>CP</sup> the Commissioner of Her Majesty's Woods in charge  
of the hereditaments hereinafter described of the second part and  
Richard Townsend Payne of Lambroquay near Coleford in the  
County of Gloucester a Quarry Free miner hereinafter called the Lessee  
of the third part Witnesseth that in consideration of the rent  
and royalties hereinafter reserved and of the covenants hereinafter  
contained The said George Culley as such Commissioner as aforesaid  
on behalf of Her Majesty and in exercise of full powers in him  
vested or in anywise enabling him or to do Both demise and lease  
unto the said Lessee his executors admors and assigns All that  
Stone Quarry situate at the lower end of Birch Hill in Parkend  
Walk in the Forest of Dean and County of Gloucester being of the  
length of eighty yards Which said Quarry is N<sup>o</sup> 649 in the Deputy  
Surveyors Quarry Lease Book N<sup>o</sup> 5 and more particularly delineated  
and described on the plan drawn in the margin hereof and thereon  
coloured red To hold the said Quarry unto the Lessee his executors  
admors and assigns for the term of Twenty years and one half  
of another year from the twenty fifth day of March One thousand  
eight hundred and ninety two determinable as hereinafter mentioned  
yielding and Paying therefor yearly and every year during the  
said term unto Her Majesty Her Heirs and Successors the net rent  
or sum of Eight pounds by equal half yearly payments on the  
twenty fifth day of March and the twenty ninth day of September  
in every year the first payment thereof to be made on the twenty ninth  
day of September One thousand eight hundred and ninety two  
And also paying to Her Majesty her heirs and Successors the  
Royalties following that is to say A royalty of four pence per ton of  
wrought stone or block stone gotten from  
the said land and sold used or otherwise disposed of or if such wrought  
and block stone shall be sold used or disposed of by measurement then  
a Royalty of four pence for every fourteen cubic feet of such stone  
And also a Royalty of one penny for every like ton of waste or  
inferior stone including any stone gotten from the top soil of the said  
Quarry such Royalties to be paid by half yearly payments on the several  
days aforesaid for and in respect of the Stone sold used or disposed of  
during the preceding half year all which said rent and royalties  
hereinbefore reserved shall be paid into the hands of the Crown

Receiver for the said Forest of Dean Provided that no royalty shall be payable upon so much stone sold used or disposed of in any one year as would be sufficient in value according to the reservation hereinbefore contained to yield a sum equal to the rent payable hereunder for such year.

And the Lessee covenants with Her Majesty Her Heirs and Successors in manner following that is to say.

1. At all times during the said term hereby granted to pay unto Her Majesty Her Heirs and Successors the said yearly rent and royalties hereby respectively reserved at the times and in the manner hereinbefore mentioned for payment thereof without any deduction or abatement whatsoever.
2. To bear pay and discharge all and all manner of present and future taxes rates charges assessments impositions and outgoings of what nature or kind soever in respect of the said premises.
3. To abide by fulfil and keep all and singular the rules and regulations set forth in the Award of the Dean Forest Mining Commissioners relating to quarries in the said Forest made pursuant to the Act of Parliament 1 & 2 Victoria Chapter 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 pretence or for any cause or reason be used or occupied as a dwellinghouse 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 Majesty's Deputy Surveyor for the time being of the said Forest all and singular the pits and openings which shall be made or worked under or by virtue of these presents and to erect and set up all such boundary stones at each angle of the site of the said Quarry hereby 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 or other animals from trespassing on the hereby demised premises or injuring themselves and at all times during the said term to keep in good and substantial repair such boundary stones gates posts pales and other defences and not during the said term to fell stub cut lop 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

ay of June  
The  
George  
in charge  
nt and  
ford in the  
ed the lessee  
the rent  
hereinafter  
of aforesaid  
a line  
and lease  
that  
Parkend  
of the  
the Deputy  
delineated  
at thereon  
executors  
one half  
the thousand  
mentioned  
during the  
net rent  
to on the  
September  
twenty ninth  
by two  
cross the  
per ton of  
taken from  
such wrought  
ement there  
h stone  
waste on  
of the said  
the several  
disposed of  
royalties  
crown

Receiver for the said Forest of Dean Provided that no royalty shall be payable upon so much stone sold used or disposed of in any one year as would be sufficient in value according to the reservation hereinbefore contained to yield a sum equal to the rent payable hereunder for such year.

And the Lessee covenants with Her Majesty Her Heirs and Successors in manner following that is to say.

1. At all times during the said term hereby granted to pay unto Her Majesty Her Heirs and Successors the said yearly rent and royalties hereby respectively reserved at the times and in the manner hereinbefore mentioned for payment thereof without any deduction or abatement whatsoever.

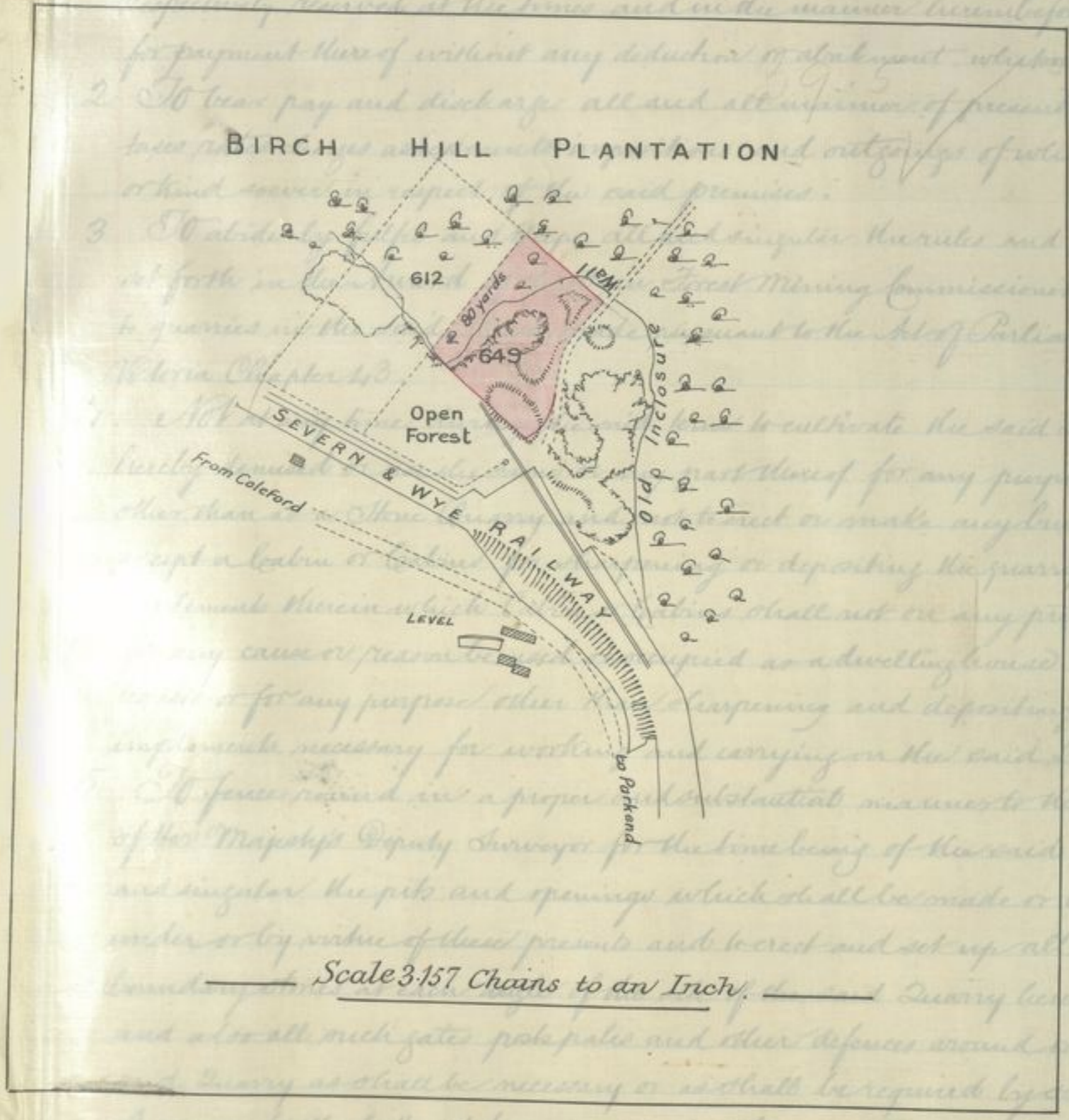
2. To bear pay and discharge all and all manner of present and future taxes duties and charges of whatsoever nature and kind now or hereafter imposed upon the said premises.

3. To abide by and observe the rules and regulations made by the Forest Marring Commissioners relating to quarries in the Forest of Dean pursuant to the Act of Parliament 42 Victoria Chapter 43.

4. Not to cut down or remove any trees or plants growing on the said premises except a labourer or other person employed in the said quarry or other than a labourer or other person employed in the said quarry.

5. Not to erect or build any dwelling house or other building or to deposit any refuse or other matter on the said premises or to do any other thing which may be deemed to be a nuisance or to be a public nuisance.

6. To fence the said premises in a proper and substantial manner to the satisfaction of Her Majesty's Deputy Surveyor for the time being of the said Forest and to singlar the pits and openings which shall be made or worked on the said premises and to erect and set up all such boundary stones and also all such gates posts pales and other defences around 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 or other animals from trespassing on the hereby demised premises or injuring themselves and at all times during the said term to keep in good and substantial repair such boundary stones gates posts pales and other defences and not during the said term to fell stub cut lop or wilfully destroy spoil or damage any timber or other tree pollard sapling or young store growing on or near the said premises or any



Scale 3.157 Chains to an Inch.

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 legible books of account with correct entries of the quantities of the stone gotten and of the persons to or by whom and the times and prices (if any) at and for which the same shall be sold used or disposed of specifying and distinguishing in such accounts the block or wrought stone from the waste or inferior stone with the respective royalties per ton and at all times when required to produce such books of account to Her Majesty's Agent for the time being and permit him to take extracts therefrom or copies thereof (the Lessee giving any explanation that may be required in relation thereto).
- 8 To deliver to the Lessor or to Her Majesty's said Receiver or Agent within ten days next after the twenty fifth day of March and the twenty ninth day of September in each year and at such other times during the said term as the Lessor shall in writing require the same and also within ten days after the expiration or sooner determination of the said term a correct and legible account in writing (specifying and distinguishing as aforesaid) of the quantity of the stone which during the preceding year and such other time as shall be required by such notice as aforesaid shall have been gotten and also of the quantity which shall during the like period have been cleaved dressed and otherwise made marketable and also of the quantity which during the like period shall have been sold used or otherwise disposed of clearly expressing therein if the Lessor shall so require the names of the persons to or by whom and the times and prices (if any) at and for which the same respectively shall have been sold used or disposed of every such account being if required first verified in writing under the hand of the Lessee or his Chief or only Agent for the time being and within the same periods and at such other times as aforesaid to deliver if required to the Lessor or to Her Majesty's Receiver or Agent a correct plan and measurement signed by the Lessee or his Chief or only Agent of the lands under or from which the said stone shall have been gotten as aforesaid and of the workings and cuttings of and in the said Quarry distinctly shewing 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 reasonable times with or without workmen or assistants enter into and inspect the said Quarry works and premises and the state and condition thereof and that the Lessee will render every reasonable assistance to the Lessor his agents and workmen or assistants in the examination aforesaid when required and will before beginning to remove any top soil give to the Deputy Surveyor for the said Street seven days previous notice in writing of his the Lessees intention so to do.
- 10 To pay the Lessor on demand the value of all wood timber or other trees taken by the Lessee or damaged by or in consequence of the said works such value to be determined by the Deputy Surveyor of the said Forest of Dean for the time being whose decision shall be conclusive and binding upon the Lessee and also to make reasonable and fair compensation to every person lawfully entitled thereto on account of any injury or damage sustained by him by reason or in consequence of the said works or of the exercise of the powers hereby granted and indemnify the Queen's Majesty Her Heirs and Successors from all actions claims and demands on account of any such injury or damage.
- 11. At the end or sooner determination of the said term hereby granted to be yielded and deliver up to the Lessor the quiet and peaceable possession of the said premises hereby demised in good order and condition to the satisfaction of such Deputy Surveyor as aforesaid in all respects Provided always that if the rent or royalties hereinbefore reserved or any part thereof shall be behind or unpaid for twenty days next after any of the said days of payment Or if breach shall be made in any of the covenants conditions or agreements in these presents contained or in any of the said rules and regulations annexed to the Award of the said Dean Forest Mining Commissioners hereinbefore mentioned which on the part of the Lessee are or ought to be observed or performed Or if 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 fourteen days then and in any of such cases it shall be lawful for the Lessor into and upon the said demised premises or any part thereof in the name of the whole to reenter and the same premises to have again as in law or their 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 notice in writing of such purpose and intent to the Lessor at least six Calendar months to expire on the twenty ninth day of September of 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 demised premises and that all rights and obligations of the lessee under these presents shall devolve with the leasehold interest hereby created and be accordingly enjoyed observed and performed by the person or persons in whom such interest shall for the time being be vested. And the said George Gulley 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 writing.

(Ls) Geo. Gulley      Richard Townsend (S) Payne

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

J Russell Sowray  
Office of Woods, P  
Mitchell Place

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

Rowland Hill  
Clearwell Meend  
nr. Coleford Glos  
(Clerk)

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

H. G. Hewlett  
Keeper of the Records

14<sup>th</sup> June 1892

*[Handwritten initials]*

Dated  
May 1892

Rule

Forest of  
Hundred  
St Briac

The King  
Owners

Gale of  
called  
Elwood

— 18

The Duke  
Majesty

Release  
Shorthorn



Dated 25<sup>th</sup>

May 1892

Rule 4

Forest of Dean

Hundred of

St Briavels.

The Registered

Owners of the

Gale of Coal

called the

Elwood Colliery

—

The Queen's

Most Excellent

Majesty.

Release of

Shortworkings

**This Indenture**

made the twenty fifth day of May One thousand eight hundred and ninety two Between The Princess Royal Colliery Company, Limited, hereinafter called the Company 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 Company are the registered Owners of the Gale of Coal called The Elwood Colliery And whereas the holders of the said Gale have neglected to commence opening and working the said Gale in violation of the fourth Rule specified in the Award of the Dean Forest Mining Commissioners dated the eighth day of March One thousand eight hundred and forty one and called the Award of The Forest of Dean Mining Commissioners of the eleventh day of June One thousand eight hundred and seventy two And the said Gale has become liable to be forfeited to the Queen's Majesty And whereas it has been agreed between the Company and the said George Culley as such Commissioner and Gaveller as aforesaid that in consideration of the forbearance until the thirtieth day of June One thousand eight hundred and ninety five 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 successors and assigns and according to their estate and interest 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 Company their successors and assigns and all persons holding through or under them of making up a moiety of the Shortworkings accumulated up to and including the thirty first day of December One thousand eight hundred and eighty nine in respect of the said Gale and which moiety amounts to the sum of Twenty four pounds Provided always and the Company for themselves their successors 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 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 Owners of the said Gale 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 payments of Galeage rents dead or certain rents and royalties

or tonnage duty shall be in force and shall apply with reference to the lease rent dead or certain rent royalty or tonnage duty hereafter to become due in respect of the said lease 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 reentry or other rights or powers of Her Majesty her heirs and successors in respect of the said lease or colliery 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 Company shall on the thirtieth day of June One thousand eight hundred and ninety five have continued in the occupation of the said Lease or Colliery paying the proper rents and royalties to the Crown without deduction on account of the Shortworkings intended to be hereby released or any part thereof and duly observing the conditions under which they hold and shall have bona fide commenced the opening and working 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 Cutley doth hereby direct that this Deed shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Inrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Inrolments. In witness whereof the said Company have caused their Common Seal to be hereunto affixed and the said George Cutley has hereunto set his hand and seal the day and year first above writing.



Geo Cutley (S)

The Common Seal of the Princess Royal Colliery Company was hereunto affixed pursuant to an Order of the Board of Directors and in the presence of two Directors

Fredk. Winkertotham, Director

J H Fewings, Secretary

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

J. Russell Sowray

Office of Woods, &

Whitehall Place

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

H G Hewlett

Keeper of the Records

3<sup>rd</sup> June 1892

Dated 25<sup>th</sup> June

Forest of

The Princess  
Royal Colliery  
Company

— 10)

The Queen  
Most Excellent  
Majesty

Surrender

# This Indenture

Dated 25 May 1892

Forest of Dean

The Princess Royal Colliery Company, Lim<sup>d</sup>

The Queen's Most Excellent Majesty

Surrender

made the twenty fifth day of May One thousand eight hundred and ninety two Between The Princess Royal Colliery Company Limited of the first part George Bulley Esquire the Commissioner of Woods in charge of and Gaveler of the Royal Forest of Dean of the second part and The Queen's Most Excellent Majesty of the third part WHEREAS by an Indenture of Lease dated the third day of September One thousand eight hundred and sixty six and made between the Queen's Most Excellent Majesty of the first part The Honourable James Kenneth Howard then the Commissioner of Woods in charge of the Royal Forest of Dean of the second part and Henry Dyke and The Reverend William Dyke of the third part All those six several pieces of land (one whereof is covered with water) situate lying and being at Breans Eaves in Park End or York Walk in the said Forest containing together by admeasurement One acre and twenty seven perches which said several pieces or parcels of land are or were part of the uninclosed waste land of the said Forest and were more particularly delineated and described on the plan drawn in the margin of the Indenture now in recital and thereon coloured Red and N<sup>o</sup> respectively 1, 2, 3, 4, 5 and 6 were demised unto the said Henry Dyke and William Dyke their heirs executors administrators and assigns for the term of thirty one years from the twenty fifth day of December One thousand eight hundred and sixty three at the rent thereby reserved and under and subject to the covenants and conditions therein contained AND WHEREAS by an Indenture dated the seventh day of November One thousand eight hundred and seventy seven and made between The Queen's Most Excellent Majesty of the first part the said James Kenneth Howard of the second part and Walter William Ross of the third part All those four several pieces or parcels of land situate lying and being at or near Whitcroft Level and Breans Eaves Enclosure in Park End or York Walk in the Forest of Dean and County of Gloucester containing by admeasurement one rood thirty four perches which said pieces of land were part of the uninclosed waste land of the said Forest and were more particularly described on the plan annexed to the Indenture of Lease now in recital and thereon coloured Red and N<sup>o</sup> respectively 1 and 2 and 3 and 4 Except and reserved as therein excepted and reserved were demised to the said Walter William Ross his executors administrators and assigns for the term of thirty one years from the twenty ninth day of September One thousand eight hundred and seventy five at the rent thereby reserved and under and subject to the covenants and conditions therein contained AND WHEREAS by an Indenture dated the second day of May One thousand eight hundred and sixty five and made between the Queen's Most Excellent Majesty of

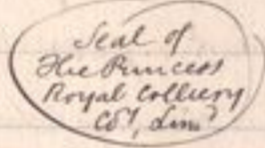
reference to  
hereafter  
deduction  
thereof.  
any rights  
their heirs  
in the  
mentioned.  
these presents  
thousand  
tion of the  
the Crown  
heretofore  
under which  
working  
to be  
and the  
and to be  
proof in the  
or making  
of Inclosures  
Common  
rights set  
was  
and in  
Bulley  
the Office of  
dated by me.

the first part the said James Kenneth Howard of the second part and  
 Ralph Charles Price and Arthur James Price of the third part All that  
 piece or parcel of land (save and except therout as hereinafter mentioned)  
 situate lying and being in Oakwood Valley in Park End or York Walk in  
 the Forest of Dean and County of Gloucester containing by admeasurement  
 two acres one rood and nine perches bounded on part of the South by the  
 Seven and Wye tranway and on all other sides by open forest which said  
 piece or parcel of land is part of the unenclosed waste land of the said  
 Forest and is with the boundaries and abutments thereof more particularly  
 delineated and described on the plan drawn in the margin of the Indenture  
 now in recital and thereon coloured Red was demised to the said Ralph  
 Charles Price and Arthur James Price their executors administrators and  
 assigns for the term of thirty one years from the twenty fourth day of June  
 One thousand eight hundred and sixty four at the rent thereby reserved and  
 under and subject to the covenants and conditions in the said Indenture of  
 Lease contained And whereas by another Indenture of lease dated  
 the eleventh day of August One thousand eight hundred and sixty eight  
 and made between the Queen's Most Excellent Majesty of the first part the  
 said James Kenneth Howard of the second part and Arthur James Price of  
 the third part All those two several pieces or parcels of land situate lying  
 and being in Oakwood Valley in Park End or York Walk in the said  
 Forest containing together by admeasurement as then staked out nineteen  
 perches and N<sup>o</sup> 1 and 2 on the plan drawn in the margin of the Indenture  
 now in recital and which said pieces or parcels of land were part of the  
 unenclosed waste land of the said Forest and were with the boundaries  
 and abutments thereof more particularly delineated and described on the  
 plan drawn in the margin thereof and thereon colored Red were demised  
 unto the said Arthur James Price his executors administrators and assigns  
 for the term of twenty seven years from the twenty fourth day of June  
 One thousand eight hundred and sixty eight at the rent thereby reserved  
 and under and subject to the covenants and conditions in the said Indenture  
 contained And whereas by another Indenture of lease dated the  
 fourteenth day of February One thousand eight hundred and seventy one  
 between the Queen's Most Excellent Majesty of the first part the said  
 James Kenneth Howard of the second part and the said Arthur James  
 Price of the third part All that piece or parcel of land part of the  
 unenclosed waste land of Her Majesty's Forest of Dean in the County of  
 Gloucester situate lying and being in Oakwood Valley in Park End or York  
 Walk in the said Forest containing by admeasurement as then staked out  
 two roods bounded on the North by a Road or Way leading out of the

Turnpike road from Bream to Sydney to Oakwood Chemical Works on the East by the aforesaid Turnpike Road and on all other parts thereof by open forest which said piece or parcel of land is more particularly described on the plan drawn in the margin of the Indenture now in recital and is thereon coloured red Except and reserved as thereby excepted and reserved were & demised to the said Arthur James Rice for the term of thirty one years from the twenty fifth day of December One thousand eight hundred and seventy at the rent thereby reserved and under and subject to the covenants and conditions in the said Indenture of Lease contained And whereas by divers mesne assignments and other acts in the law and ultimately by an Indenture of Conveyance dated the ninth day of March One thousand eight hundred and ninety one and made between Sir William Henry Marling of the first part Frederick Winterbottom of the second part Richard Watkins of the third part and the said Princess Royal Colliery Company Limited of the fourth part the hereinbefore recited Leases and the premises demised thereby have become vested in the said Princess Royal Colliery Company Limited And whereas the said Princess Royal Colliery Company Limited have requested the said George Cullley as such Commissioner as aforesaid to accept on behalf of Her Majesty a Surrender as from the twenty fifth day of December One thousand eight hundred and ninety of the said recited Leases to the intent that certain of the lands comprised therein may be included in a new lease to the said Princess Royal Colliery Company Limited which the said George Cullley has agreed to do Now this Indenture witnesseth that in pursuance of the premises and in consideration of the grant of a new Lease as aforesaid the said Princess Royal Colliery Company Limited as beneficial Owner with the consent of the said George Cullley testified by his executing these presents Doth hereby surrender assign and convey unto the Queen's Majesty All the said hereinbefore recited Indentures of Lease and all the hereditaments and premises whatsoever demised thereby To the intent and purpose that the several terms of years created by the said recited Indentures and all the estate and interest now subsisting in the said premises thereby demised under or by virtue of the same Indentures may be merged and extinguished in the reversion freehold and inheritance of the said premises now vested in Her Majesty in right of the Crown And the said Princess Royal Colliery Company Limited Doth hereby covenant that the said Company its successors and assigns in addition and extension of the absolute Statutory Covenants by the said Company as beneficial Owner for the title and further assurance of the said premises implied by these presents will at all times hereafter keep & indemnified the Queen's Majesty her heirs and successors and the said George Cullley or other the Commissioners or Commissioners of Woods for the time

part and  
 All that  
 mentioned)  
 Walk in  
 measurement  
 by the  
 which said  
 the said  
 particularly  
 Indenture  
 Ralph  
 loss and  
 of June  
 reserved and  
 denture of  
 dated  
 ty right  
 at the  
 Price of  
 ate lying  
 said  
 nineteen  
 the Indenture  
 part of the  
 boundaries  
 on the  
 demised  
 and assigns  
 June  
 reserved  
 said Indenture  
 dated the  
 by one  
 the said  
 James  
 of the  
 county of  
 East of York  
 ked out  
 of the

being in charge of the said premises against all actions proceedings -  
 claims and demands costs damages and expenses which may be brought  
 or made against Her firm or them or which she he or they may sustain  
 or incur in respect of the said premises and these presents by or by means  
 of the said William Gamm or any person or persons who shall or  
 may have or claim through or under him any estate title or interest  
 in or to the premises hereby surrendered or any part thereof 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 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 company has caused its common Seal to  
 be hereunto affixed and the said George Cullley has hereunto set his hand  
 and seal the day and year first above written.



Geo Cullley (Sd)

The common Seal of the Princess Royal Colliery Company was hereto  
 affixed pursuant to an Order of the Board of Directors and in the  
 presence of two Directors

Fred. Winterbottom, Director  
 J. H. Fowling, Secretary

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

J. Russell Lowray  
 Office of Woods, &  
 Mithall Place

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

*Handwritten initials*

H. G. Hewlett  
 Keeper of the Records

3<sup>rd</sup> June 1892

Dated 25

Dear

Geo. Cullley  
a firm of  
Majesty's

The  
Royal  
Company

LLD

11 pieces  
land at  
Parkland  
Walk in  
of Beam  
in connect  
with the

Royal

Commence  
25 Decem  
Term

Copies 2  
Decem

Rest L  
per abn

File F. 891

John R

Dated 25 May 1892

# This Indenture

Dean Forest

Geo. Cullley Esq  
a Commr of Her  
Majesty's Woods &

made the twenty fifth day of  
May One thousand eight hundred and ninety two Between The  
Queen's Most Excellent Majesty of the first part George  
Cullley Esquire the Commissioner of Her Majesty's Woods Forests and Land  
Revenues in charge of the premises hereby demised of the second part and  
The Princess Royal Colliery Company Limited, hereinafter called  
"the Lessees" of the third part.

Witnesseth

that in consideration of the rent and covenants hereinafter  
reserved and contained The said George Cullley as such Commissioner as  
aforesaid by virtue of every power enabling him so to do Doth by these  
The Princess presents demise and lease unto the Lessees All those eleven pieces or  
Royal Colliery parcels of land containing together five acres three roods and thirty three and  
Company, Lim<sup>d</sup> three quarter perches and situate as to three of such pieces or parcels of land in  
Oakwood Valley and as to the others of the said pieces or parcels of land at or  
near Parkhill and Breame Laves Enclosures in Park End or York Walk in the

LEASE of

Royal Forest of Dean in the County of Gloucester which said pieces of land  
11 pieces of waste are part of the uninclosed waste land of the said Forest and are more particularly  
land at or near described in the Schedule hereunder written and are delineated on the plan  
Park End or York annexed hereto and are thereon coloured red except and reserving out of this  
Walk in the Forest demise all mines minerals stone and substrata within or under the said  
of Dean to be held land together with all rights powers and authorities incident or belonging  
in connection to the said excepted premises TO HOLD the said piece of land unto the

Royal Colliery

with The Princess Lessees subject nevertheless to the provisions of the Acts 1 and 2 Victoria  
Royal Colliery Ch 3 and 24 and 25 Victoria Ch 40, from the twenty fifth day of December  
One thousand eight hundred and ninety for the term of Thirty one years

Commencing

25 December 1890

Term 31

Expires 25<sup>th</sup>

December 1921

(determinable nevertheless as hereinafter mentioned) to be held and used  
in connection with The Princess Royal Gate, The Flour Mill Gate, The  
Prince of Wales Gate and The Ellwood Gate of which the Lessees are the  
registered Owners and for no other purpose whatsoever the first of such payments  
having become due on the twenty fourth day of June One thousand eight

Rent £12

per Annum

hundred and ninety one) AND the Lessees hereby covenant with the Queen's  
Majesty her heirs and successors in manner following, that is to say

- 1 To pay unto The Queen's Majesty her heirs and successors the said yearly rent of Twelve 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 maybe taxed assessed or imposed upon the said demised premises or any part thereof.
- 3 To forthwith well and sufficiently enclose and fence in the said

- lands hereby demised to the satisfaction of the Lessor and during the continuance of this demise at their own costs to keep the same so well and sufficiently enclosed and fenced in as aforesaid.
- 4 At all times to maintain and keep the said demised premises in good and proper repair order and condition and with all necessary and requisite drains sewers watercourses and amendments whatsoever and to make good all damage or injury which at any time or times during the continuance of this demise may happen or be occasioned to the lands trees property or possessions of Her Majesty or of any adjoining Owner or Owners by reason of the use or occupation of the said demised premises for the purposes 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 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 Gales and in strict conformity with the Acts 1 and 2 Victoria Ch. 3, Sec. 6 and 24 and 25 Victoria Ch. 10, Sec. 25 and (so far as the same may be applicable thereto) the rules orders and regulations of the Dean Forest Mining Commissioners made for the working of Gales Pits Levels and works of Coal or Coal Mines in the said Forest of Dean and Hundred of St. Briavels and not to commit or suffer to be committed any waste spoil damage or injury to the said demised premises or any part thereof or to the enclosures lands trees property or possessions of Her Majesty or of any adjoining Owner or Owners nor to do or suffer to be done any act or thing whatsoever which may be or become a nuisance annoyance or disturbance to the Lessor or to the Owners or Occupiers of any contiguous premises.
- 6 At the end or other sooner determination of the said term to peaceably and quietly leave surrender and yield up unto the Lessor or his or their duly authorized Agent the said demised premises in good and proper repair order and condition.
- 7 At their own costs within three calendar months from the respective dates thereof to cause an 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

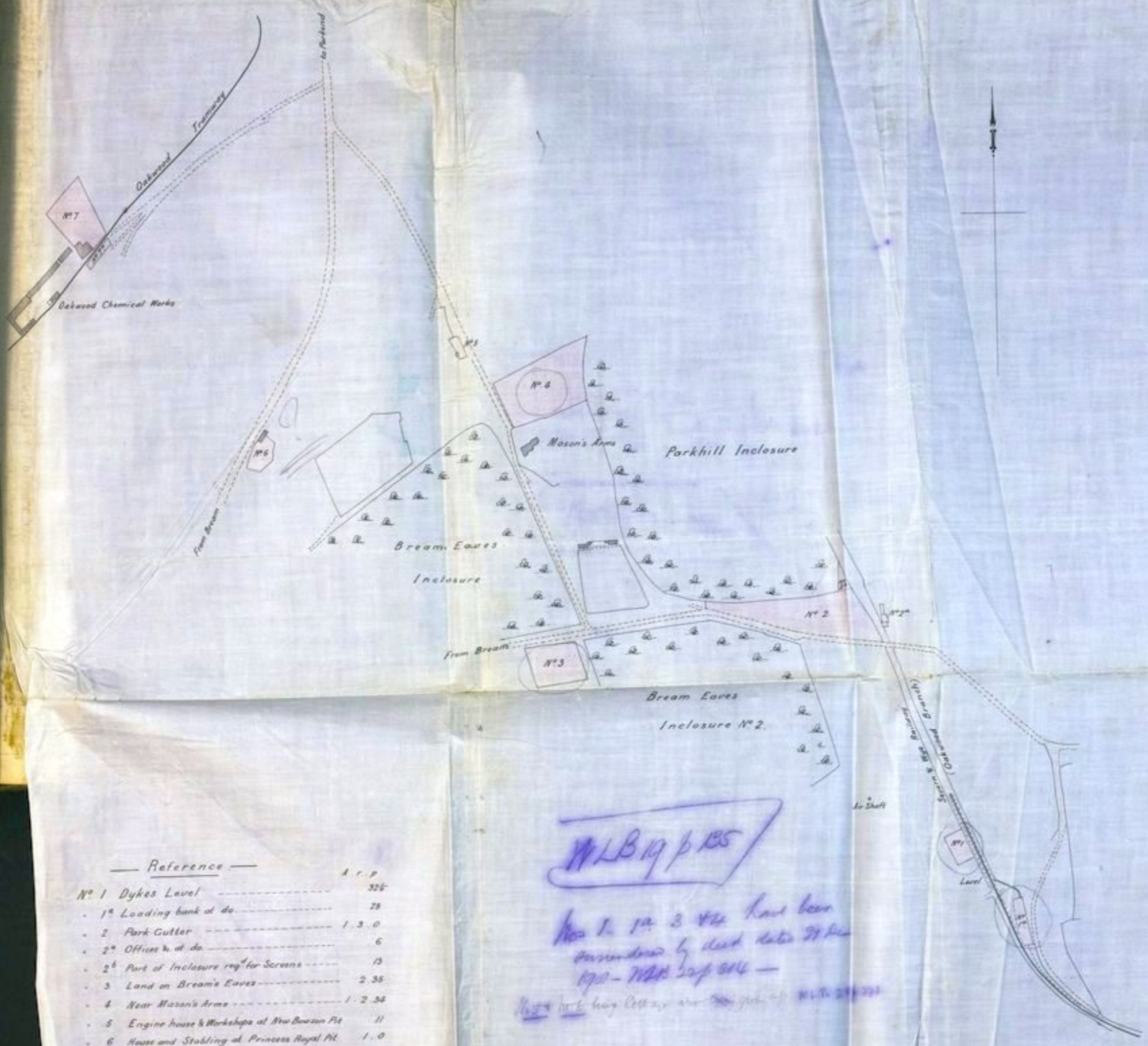


within six calendar months from the date thereof enrolled in the Office of Land Revenue Records and Inrolments and Minutes or Dequets thereof respectively to be entered in the Office of the Commissioners of Woods.

Provided always and these Presents are granted upon this express condition that if any of the said Gales comprised in the said Princess Royal Colliery shall be relinquished or given up or cease to be worked pursuant to the rules orders and regulations of the Queen Forest Mining Company made for working Gales Pits Levels and Works of Coal or Feab Mines within the said Forest and Hundred or the grant of any of the said Gales or Works shall be otherwise determined then it shall be lawful for the Lessor by a notice in writing to the Lessees to determine and put an end to the term hereby granted as regards such of the said pieces or parcels of land as shall have been used in connection with any such Gale or relinquished or given up or ceased to be worked or otherwise determined as aforesaid or as shall be most convenient for use in connection with any such Gale Provided also and these Presents are upon this express condition that if the said rent of Twelve 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 Lessees do not in all things observe perform and keep all and singular the covenants provisions conditions and restrictions herein contained and on their part to be performed and kept according to the true intent and meaning of these presents then and from thenceforth and in any of such cases the Lessor may reenter and retain possession of the said demised premises as fully in all respects as if these presents had not been made and in case of any such reentry there shall be payable by the Lessees to Her Majesty her heirs and successors in addition to any rent due a proportionate part of the accruing rent for the then current half year up to the day on which such reentry shall have been made It is hereby agreed and declared that the term Lessor herein means The Queen Majesty her heirs successors and assigns or so long as the reversion of the demised premises is vested in the Crown the 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 Lessees under these presents shall devolve with the leasehold interest hereby created and be accordingly enjoyed observed and performed by the person or persons body or bodies in whom such interest shall for the time being be vested And the said George Cutley doth hereby direct that this deed shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Inrolments and the

OFFICE OF THE  
SOLICITOR  
RECEIVED

with 2/10/17



Reference		A. r. p.
No. 1	Dykes Level	32 1/2
1 <sup>a</sup>	Loading bank at do.	7 1/2
2	Park Gutter	1. 3. 0
2 <sup>a</sup>	Offices & at do.	6
2 <sup>b</sup>	Part of Inclosure req <sup>d</sup> for Screens	13
3	Land on Bream's Eaves	2. 35
4	Near Mason's Arms	1. 2. 34
5	Engine house & Workshops at New Bowson Pit	11
6	House and Stabling at Princess Royal Pit	1. 0
7	Flour Mill Colliery	3. 23
7 <sup>a</sup>	Do	11 1/2
Total		5. 3. 35 1/2

WLB 19 p 135

No. 1, 2, 3 & 4 have been  
surrounded by dykes dated 29<sup>th</sup> Dec  
1790 - WAB 20 p 304 -  
No. 5 has long been a  
WLB 20 p 304

Scale 3-157 Chains to an Inch.

filing or making of an entry of such deposit by the Keeper of the said Records and Inrolments In witness whereof the said George Cullley has hereunto set his hand and seal and the Lessees have caused their Common Seal to be hereunto affixed the day and year first above written.

The Schedule above referred to

N <sup>o</sup> 1	Dykes Level			32 $\frac{1}{4}$
" 1 <sup>a</sup>	Loading Bank at Dykes Level			28
" 2	Park Gutter	1	3	
" 2 <sup>a</sup>	Offices &c. at Park Gutter			6
" 2 <sup>b</sup>	Part of Enclosure required for Screens			13
" 3	Land at Breems Laves		2	35
" 4	Land near Masons Arms	1	2	34
" 5	Engine House and workshops at New Bowson pit			11
" 6	House and Stabling at Princess Royal Pit		1	
" 7	Land at Flour Mill Colliery		3	23
" 7 <sup>a</sup>	— 2 <sup>o</sup> — 2 <sup>o</sup>			11 $\frac{1}{2}$
		A		5 3 33 $\frac{1}{4}$

Geo Cullley (Ed.)



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

J Russell Sowray

Office of Woods, &c

Mitchell Place

The Common Seal of the Princess Royal Colliery Company was hereto affixed pursuant to an Order of the Board of Directors, and in the presence of

Fred<sup>k</sup> Winterbotham - Director

J St Fawcings - 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.

H G Hewlett

Keeper of the Records

3<sup>rd</sup> June 1897

Dated 15<sup>th</sup> June  
Forest of  
and Stru  
of St Br

The Regu  
Owners of  
Gate of  
called  
Braundic  
New Level

The De  
Most Exe  
Majesty

Relea  
Shortho

Dated 15<sup>th</sup> June 1892

# This Indenture

Forest of Dean  
and Hundred  
of St Briavels

made the fifteenth day of June One thousand eight hundred and ninety two Between Edmund Vimpany of Miteroff near Lydney in the County of Gloucester Thornton Richard look of Lewis Street, Mudgee, New South Wales, and Herbert look of Lewis Street Mudgee New South Wales of the first part George Lushley Esquire a Commissioner of Her Majesty's Woods Forests and Land Revenues and Her Majesty's The Registered Gaveller of and for the Forest of Dean in the County of Gloucester of the second Owners of the part and The Queen's Most Excellent Majesty of the third part Whereas the said parties hereto of the first part are the registered Owners of the Gale of called the Coal called Braudricks New Level Colliery described in the first Schedule to the Braudricks Dean Forest Mining Commissioners Award of Coal Mines dated the eighth day New Level Colliery of March One thousand eight hundred and forty one And whereas the holders of the said Gale have desisted from working the same for a space of five years at one time in violation of the 9<sup>th</sup> Rule specified in the second Schedule to the said Award And the said Gale has become liable to be forfeited to The Queen's

The Queen's  
Most Excellent  
Majesty

And whereas it has been agreed between the said parties hereto of the first part and the said George Lushley 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 four of the execution of the right of reentry so accrued as aforesaid to Her Majesty such

Release of  
Shortworkings

release and surrender of Shortworkings and such covenants and grants shall be executed as are hereinafter contained Now this Indenture witnesseth that the said parties hereto of the first part Do by these presents for themselves their heirs and assigns and according to their respective estates and interests in the said Gale release surrender and renounce unto The Queen's Most Excellent Majesty Her Heirs and Successors All right and liberty of them the said parties hereto of the first part their heirs and assigns and all persons holding through or under them of making up the Shortworkings accumulated up to and including the thirty first day of December One thousand eight hundred and ninety in respect of the said Gale and which amount to the sum of One hundred and fifty nine pounds ten shillings Provided always and the said parties hereto of the first part do for themselves their heirs and assigns covenant and agree with and to the Queen's Most Excellent Majesty Her Heirs and Successors in manner following that is to say

- 1 That the said right of reentry so accrued to Her Majesty Her Heirs and Successors shall not be deemed to be waived by these presents or by the receipt of rent or by the registration of any transfer of the said Gale before the registered Owners of the said Gale shall have bonâ fide resumed the working thereof.

of the  
said  
have  
year first

32 1/4
28
6
13
2 35
1 2 34
11
3 23
1 1/2
5 3 33 1/4

Gully

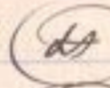
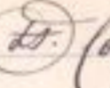


was hereto  
the

ed in  
entry

- 2 That all powers of taking mining 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 here after 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 the said presents that if the registered Owners shall on the thirty first day of December One thousand eight hundred and ninety four have continued in the occupation of the said Gale paying the proper rents and royalties to the Crown without deduction on account of the Shortworkings intended to be hereby released or any part thereof and duly observing the conditions under which they hold and shall have bona fide resumed the working thereof before that date the particular right of reentry or agreed to be postponed as hereinbefore mentioned shall not be exercised AND the said George Culley doth hereby direct that this deed shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Inrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Inrolments

In witness whereof the said parties hereto of the first and second parts have hereunto set their hands and seals the day and year first above written.

Edmund  Vimpany Thornton R.  Cook Herbert  Cook  
 Geo Culley

Signed sealed and delivered by the within named Edmund Vimpany in the presence of

Edgar Everett

Sydney, N.S.W.

Colliery Manager

Signed sealed and delivered by the within named Thornton Richard Cook in the presence of

Bennet Storey J.P.

Mgr Commercial Banking Co.

Mudgee

New South Wales

Signed sealed and delivered by the within named Herbert Cook in the

presence of

William Thompson

Cullinbone

Storekeeper

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

J Russell Souray

Office of Woods &

Whitehall Place

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

JMB

18<sup>th</sup> June 1892

H G Hewlett

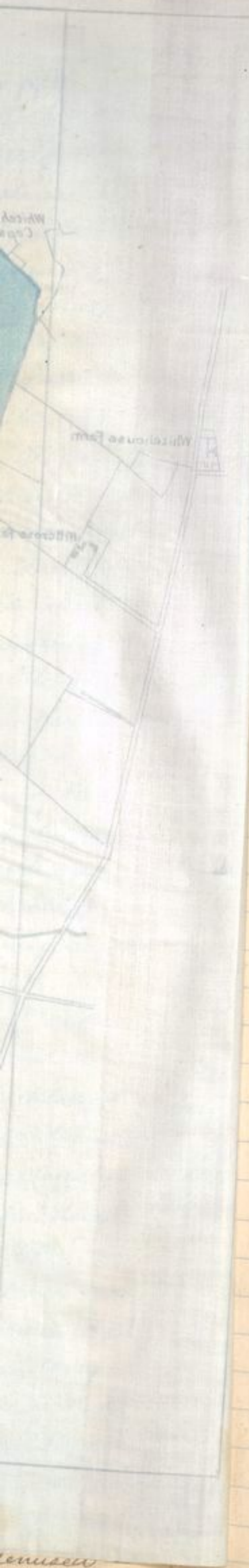
Keeper of the Records.

Obligations  
rents  
with  
age duty  
injunction of  
hereof.  
any rights  
Heirs and  
in right of  
these  
day of  
continued  
obligations to  
ended to be  
visions under  
of thereof  
proposed  
George  
and  
Office of  
and  
rents  
and parts  
above  
Book  
Company  
Richard  
Book in the



premises paying reasonable compensation for damage done to the crops on the demised land the amount thereof if not agreed upon being fixed by a valuation made by two arbitrators or their Umpire appointed in manner hereinafter provided To hold the premises unto the Lessee from the fifth day of April One thousand eight hundred and ninety two for the term of Seven years Paying unto the Queen's Majesty her heirs and successors for the first year of the said term the rent of Forty five pounds and thereafter during the remainder of the said term the yearly rent of Sixty 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 (except that the rent for the last quarter of a year of the tenancy shall be paid in advance on the quarter day preceding the end thereof) the first payment being due on the fifth day of July One thousand eight hundred and ninety two And also Paying in manner aforesaid a further yearly rent of Forty pounds for every acre (and in proportion for a less quantity) of meadow or pasture land broken up or used otherwise than as meadow or pasture land without the previous licence in writing of the Lessor and during the last two years of the tenancy a further yearly rent of Ten pounds for every acre (and in proportion for a less quantity) of land hereby demised which during that period shall without such licence as aforesaid be managed or cultivated contrary to the covenants hereinafter contained such last mentioned additional rents (which are reserved as liquidated or fixed rents agreed to be paid in the cases aforesaid and not by way of penalty) to be paid quarterly upon the days aforesaid the first payment thereof respectively to be made on such of the said days as shall next happen after the same rent or rents shall have been incurred All which said several rents hereinbefore reserved or such of them as may from time to time be payable are to be paid into the hands of Her Majesty's said Receiver free from all deduction whatsoever except in respect of the Landlord's property tax 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 rents hereby reserved at the times and in manner aforesaid.
- 2 To pay the Land tax drainage and sewer rates and all other taxes rates and outgoings whatsoever now or at any time hereafter payable in respect of the said premises (except the Landlord's property tax and Tithe rent charge) together with a proportionate part thereof up to the end of the tenancy.
- 3 In the event of the Lessee putting the buildings on the land first hereinbefore described into tenable repair hereafter to keep and at the end of the tenancy to leave them in such tenable repair and to keep and at the







end of the tenancy to leave them in good and substantial && repair order and condition all walls gates stiles mounds banks drains outfalls watercourses sewers hedges ditches and fences now being or that may hereafter be on the demised land And to keep and at the end of the tenancy to leave the demised land clean and in good heart and condition and cultivated and managed & in a good and husbandlike manner Provided that the Lessor or his Agents may at all times enter upon the premises and examine the same and take any plan thereof and if any ditches watercourses sluices sewers or drains shall be found not properly cleared out or if the land shall be found not in good condition and not properly cultivated and the Lessee shall not within three calendar months next after a notice in writing of any such matters shall have been given to or left on the said premises for him amend the same according to the covenants herein contained the Lessor may (but without prejudice to any other remedy of Her Majesty her heirs or successors) cause the same or any of them to be done and charge the Lessee with all expense incurred which may be recovered by distress or otherwise as rent hereby reserved and in arrear.

4 At all times during the tenancy to keep all the buildings for the time being on the said premises insured against loss or damage by fire in the joint names of the Queen's Majesty her heirs and successors and the Lessee in some Insurance Office or Offices & approved of in writing by the Lessor in a sum of Two hundred and fifty pounds and to show whenever required or to do to Her Majesty's said Receiver the policy or policies of Insurance and the receipt or receipts for the premium or premiums in respect thereof for the current year And if default shall be made in keeping the buildings or any of them or insured or in the production of the policy or policies or receipt or receipts as aforesaid the Lessor may insure the said buildings or any of them in such name or names as he may think fit in the amount hereinbefore mentioned or in any less amount and all monies paid for such purpose shall be recoverable as rent hereby reserved and in arrear And all monies payable under any insurance shall be received by the Lessor and applied in rebuilding or reinstating the buildings in respect of which the same shall be paid.

5 To spread over the land or such part thereof as may most require the same in a husbandlike manner all the dung and manure & arising from and brought on the demised land and at the end of

the tenancy to leave in the proper places upon the demised land all the dung and manure then being thereupon without requiring any compensation for the same.

- 6 To preserve all the trees, tallards, spires and saplings for the time being growing upon the said land from bite of Cattle or other injury and not to commit or suffer any wilful or voluntarily waste, spoil or destruction in or upon the said demised premises or any part thereof.
- 7 NOT to cultivate any part of the demised land with hemp, flax, teazles, wood or other unusual or exhausting crops. And not to cut for hay more than once in the year the meadow land hereby demised and after every second crop of hay to spread thereon not less than ten cartloads per acre of good dung or other manure equivalent thereto and at all times to keep cut and levelled the ant hills on such meadow land.
- 8 NOT to assign or underlet the demised premises or any part thereof or part with the possession of these presents without the previous consent in writing of the Lessor and to procure every assignment of the demised premises or any part thereof and all probates of Wills and Letters of Administration affecting these presents or the tenancy hereby created to be within six Calendar months from the date thereof respectively 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.
- 9 And it is also agreed that in the event of the Lessee cultivating any part of the demised land as a market garden he shall be entitled before the end or determination of his tenancy to remove any asparagus, rhubarb, peppermint, lavender tops or any perennial crop sown or any plants - fruit bushes or similar market garden crop sown or planted by him and then growing on the demised land if he shall desire so to do but he shall not be entitled to be paid any compensation whatsoever for or in any way in respect of any such crops, plants or bushes that may not be so removed and nothing herein contained shall be deemed or taken to be a consent by the Landlord within the meaning of the Agricultural Holdings (England) Act 1883 to an improvement by the making of any garden or by the planting of any Orchards or fruit bushes.
- 10 And it is agreed that in the event of the Lessee not making any claim on the determination (as to the whole or part of the demised land) of the tenancy for compensation under the Agricultural Holdings (England) Act 1883 all claims by the Lessor against the Lessee and all claims by the Lessee against the Lessor under these presents shall be referred to two Arbitrators or their Umpire to be respectively appointed in conformity with the provisions of sections 9 and 10 of the last mentioned Act except

That the President for the time being of the Surveyors Institution shall be substituted for the County Court and for the Lands Commissioners and every such arbitration shall be subject to the provisions as to references contained in the said last mentioned Act and the Arbitrator or Arbitrators or Umpire appointed hereunder shall have and may exercise all the powers conferred on a Referee or Umpire appointed under such Act and their or his Award shall be made within the respective times limited by and in all other respects in conformity with the provisions of such Act with reference to Awards of a Referee or Umpire appointed thereunder and as if the Arbitrator or Arbitrators or Umpire appointed under these presents were referees or referee or Umpire duly appointed under that Act except that the Award in writing shall be final and conclusive and that each party shall bear the costs and charges of the Arbitrator appointed by him or on his behalf and all expenses incurred by him with reference to such arbitration and that the costs and charges of the Umpire (if any) shall be divided equally between the said parties.

11. Provided that at the end of the tenancy the Lessee shall not be entitled to any payment allowance, compensation or rights founded upon the custom of the district in which the demised premises are situate and further that all money due to Her Majesty her heirs or successors from the Lessee for rent breaches of covenant or otherwise shall be deducted from any compensation to which the Lessee may be entitled under these presents or otherwise.
12. From time to time during the continuance of this demise to kill and destroy and effectually keep down the hares and rabbits in and upon the lands mentioned or described in the second part of the Schedule hereto hereinafter referred to as "the Woodlands" so as to prevent the number of them increasing or impeding the good management of such woodlands or injuring the trees crops underwoods shrubs and fences thereon or on any of the adjacent lands belonging to Her Majesty and that in case the Lessee shall in the opinion of the Lessor at any time or times have neglected or omitted so to do the Lessor after giving to the Lessee or leaving for him upon the demised land fourteen days previous notice in writing of his intention so to do may employ any person or persons and such person or persons may enter into and upon the said woodlands and may kill and destroy all the hares and rabbits that may be found therein or thereon and may reduce the number of them as may in the

opinion of the Lessor be requisite and that the Lessee will pay to the Lessor all the expenses to be incurred thereby and from time to time to pay to the Lessor such a sum or sums of money as shall be a full compensation and recompense for all damage that may be caused by hares and rabbits to the said woodlands and that the amount of such compensation and recompense shall in case of dispute be determined by a Valuer to be appointed by the Lessor whose decision shall be final.

- 13 To use his the Lessee's best endeavours to prevent any person who may not be authorized so to do from taking or killing game on the said woodlands.
- 14 Not to kill or destroy or suffer to be killed or destroyed any fotes upon the said lands and to use his best endeavours to preserve a sufficient number of foxes for providing sport to the packs of Foxhounds hunting the district.
- 15 Not to commit or suffer to be committed any damage or injury to the woods upon the said woodlands and in the event of any such damage or injury being so done to pay or make full compensation and recompense to the Lessor for such damage or injury and that the amount of such compensation or recompense shall in case of dispute be settled and determined by a Valuer to be appointed by the Lessor whose decision shall be final.
- 16 To use his best endeavours to preserve the game upon the woodlands and on the determination of this tenancy to leave a fair and reasonable stock of game thereon.
- 17 Provided always And it is hereby agreed and declared that nothing herein contained shall prevent or hinder the Lessor his Officers Grantees Servants and Agents in addition to the powers hereinbefore reserved to him or them from entering upon the said woodlands during the continuance of the tenancy hereby created with or without horses and carts and all other things necessary for that purpose to cultivate mark fell cut work make merchantable and carry away the timber and underwood growing upon the said woodlands.
- 18 Provided always And these presents are upon this condition that if any rent hereby reserved shall be in arrear for forty days Or if there shall be a breach of any of the covenants and conditions on the part of the Lessee herein contained Or if a Receiver in Bankruptcy of his Estate shall be appointed or a Receiving Order made against him whilst the premises hereby demised or any part thereof shall remain vested in him Or if the Lessee shall either voluntarily or involuntarily do or suffer anything in consequence whereof his interest in the demised premises shall without such consent as aforesaid become vested in any other person except by bequest or by representation as Executor or Administrator Then and in any of the said cases the Lessor may reenter and retain possession of the 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 then due a proportionate part of the accruing rent for the then current quarter of a year up to the day on which such reentry shall have been made.

19 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 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.

The Schedule above referred to

No. in Plan	Description	Cultivation	Quantity		
			A	R	P
Part 1					
1	House, Garden and Orchard		1	2	33
2	Arable		0	3	11
3	Meadow		2	2	18
4	d <sup>o</sup>		2	0	39
Part 2					
5	Woodlands		1160	1	0

(Sd) Geo Cullley                      Augustus Frederick (Sd) Ross

Signed sealed and delivered by the within named George Cullley in the presence of - J M Duncan, Office of Woods P., Whitehall place

Signed sealed and delivered by the within named Augustus Frederick Ross in the presence of - Harvey A Dixon, High Street, Emsworth, Architect & Surveyor.

Copy 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  
 W. G. Hewlett  
 Keeper of the Records  
 1st July 1842

Gated  
 July  
 New To  
 Chas.  
 Egerton  
 — (to  
 The 20  
 Most Exc  
 Majest  
 Convey  
 of a Righ  
 Estover o  
 Assignm  
 Consider  
 L. 3

7-1  
 1160-1  
 0  
 1160