228 Mr Daniel Jennings sold his interest in the gale 14 Nov 1899 see
Assigned to Mr Thos. B. Brain 26 Sept 1900 W. Doc. Bk 1 p. 7 file 1113
—Do— by Executrix of T. B. Brain to Mr C. Goold 4 Feb 1914. W. Doc. Bk 1 p. 30

Dated 23rd December 1892

Dean Forest

Geo. Culley Esq. C.B. a Comm.r of Her Majesty's Woods &c

to

Mr E. M Laughan & others

Lease of pieces or near Parkend in the Forest of Dean to be held now in connection with the Darkhill Colliery

Commencing 24th June 1892 Term 31 Expires 24th June 1923

Rent £2 p.a.

Assigned to Mr Thos B. Brain 26 Sept 1900 see Doc. Bk 1 p. 7 notes above No 1

This Indenture made the twenty third day of December One thousand eight hundred and ninety two Between The Queens Most Excellent Majesty of the first part George Culley Esquire C.B. the Commissioner of Her Majesty's Woods Forests and Land Revenues in charge of the premises hereby demised of the second part and Elizabeth Mary Laughan the wife of Goodrich Laughan of Coleford in the County of Gloucester Daniel Jennings of 10 Shaftesbury Road Hammersmith Middlesex and Sarah Todhunter and Isabella Todhunter both of Coleford aforesaid Spinsters hereinafter called "the lessees" of the third part Witnesseth that in consideration of the rent and covenants hereinafter reserved and contained the said George Culley as such Commissioner as aforesaid by virtue of every power enabling him so to do Doth by these presents demise unto the lessees All those several pieces or parcels of land with the dwelling house and buildings standing and being thereon situate lying and being at or near to Darkhill Colliery in Parkend or York Walk in the Forest of Dean and County of Gloucester and containing together One rood and seven perches or thereabouts being part of the unenclosed waste land of the said Forest and more particularly described on the Plan drawn in the margin hereof and thereon coloured Red except and reserving out of this demise all mines minerals stone and substrata within or under the said land together with all rights powers and authorities incident or belonging to the said excepted premises To hold the said piece of land unto the Lessees subject nevertheless to the provisions of the Acts 1st and 2nd Victoria cap. 43. and 24th and 25th Victoria cap. 40 from the twenty fourth day of June One thousand eight hundred and ninety two for the term of Thirty one years (determinable nevertheless as hereinafter mentioned) to be held and used in connection with and for the better working of the Darkhill Gale or Colliery of which the Lessees are the Registered Owners and for no other purpose whatsoever Paying therefor during ~~the continuance of~~ the said term unto the Queens Majesty Her Heirs and Successors

the yearly rent of Two Pounds by equal half yearly payments on the twenty fourth day of June and the twenty fifth day of December in every year without any abatement or deduction whatsoever the first of such payments to be made on the twenty fifth day of Decr One thousand eight hundred and ninety two And the lessees hereby jointly and separately covenant with the Queens Majesty Her Heirs and Successors in manner following that is to say

1. To pay unto the Queens Majesty Her Heirs & Successors the said yearly rent of Two pounds on the days herein before appointed for payment thereof without any deduction or abatement whatsoever

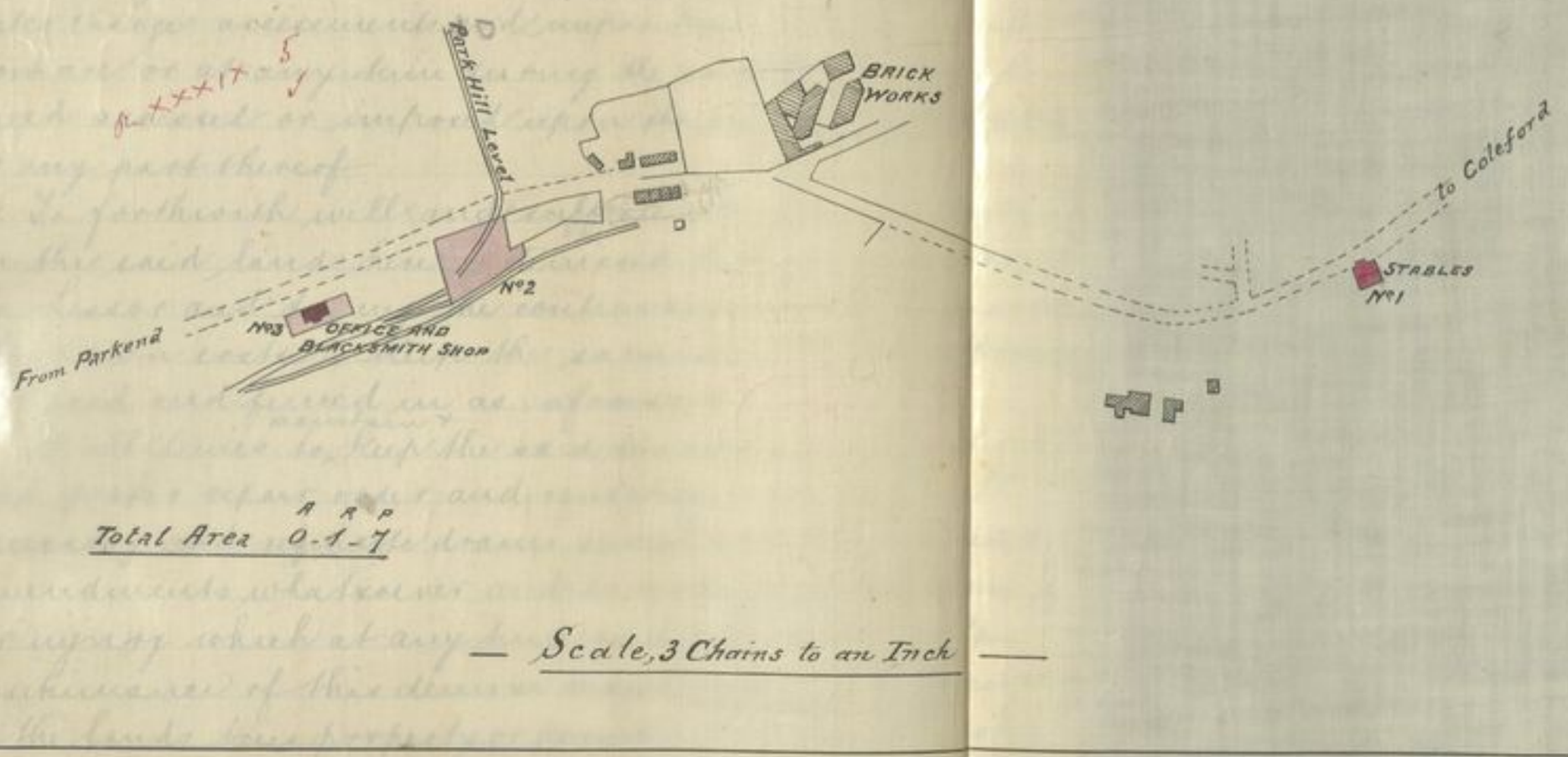
2. To pay the land tax and all other taxes sewer and other rates charges assessments and impositions whatsoever which now are or at any time during the said term may be taxed assessed or imposed upon the said demised premises or any part thereof

3. To forthwith well and sufficiently fence and close in the said land hereby demised to the satisfaction of the Lessor and during the continuance of this demise at their own costs to keep the same so well and sufficiently enclosed and fenced in as aforesaid

4 At all times to maintain & 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 Traveller 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

the yearly rent of Two Pounds by equal half yearly payments on the twenty fourth day of June and the twenty fifth day of December in every year without any abatement or deduction whatsoever the first of such payments to be made on the twenty fifth day of Decr One thousand eight hundred and ninety two And the lessees hereby jointly and severally covenant with the Queens Majesty Her Heirs and Successors in manner following that is to say



purposes aforesaid Provided that it shall be lawful for the Lessor or the Deputy Surveyor or Deputy Ranger 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

5. Not at any time during the continuance of this demise without the consent in writing of the lessor for that purpose first had and obtained to erect build or set up or permit or suffer to be erected built or set up upon the said piece of land hereby demised or any part of the same any house building or machinery whatsoever other than and except such as is hereby authorized nor use or occupy or permit or suffer the said demised premises or any part thereof to be used or occupied otherwise than for the purposes of and in connection with the said Gale or Colliery and in strict conformity with the Acts 1st and 2nd Vict. cap. 43 section 25 and 7th and 25th Victoria cap. 40 section 6 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 Briavel and not to commit or suffer to be committed any waste spoil or 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 all assignments which may at any time hereafter be made of these presents or of the premises hereby demised ~~and~~ all 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 dockets thereof respectively to be entered in the Office of the Commissioners of Woods.

sic.

Provided always and these presents are granted upon this
express condition that the said term hereby granted shall
absolutely cease and determine when the said Darkhill
Gale or Colliery shall be relinquished or given up or cease
to be worked pursuant to the rules orders and regulations
of the Dean Forest Mining Commissioners made for c
working gales pits levels and works of Coal or Coal Mines
within the said Forest and Hundred or the Grant of the
said Gale or Work shall be otherwise determined Provided
also and these presents are upon this express condition
that if the said Rent of Two 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 promises 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 re enter 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 re entry 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 re entry shall have been made It is hereby declared
and agreed that the term "Lessor" herein means The Queens
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 Caveller or Deputy
Caveller or other the person or persons for the time being
entitled by law to the management and direction thereof
and that all rights and obligations of the Lessees under these
presents shall devolve with the leasehold interest hereby
created and be accordingly enjoyed observed and performed
by the person or persons in whom such interest shall for
the time being be vested And the said George Bulley
doth hereby direct that this Deed shall be deemed to be
fully and sufficiently enrolled by the deposit of a duplicate

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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 to these presents of the second and third parts have hereunto set their hands and seals the day and year first above written

(L.S.) Geo. Culley

Elizabeth Mary Laughan (L.S.)

Daniel Jennings (L.S.)

Sarah Todhunter (L.S.)

Isabella Todhunter (L.S.)

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

James Robinson
Coachman
Weetwood Hall, Northumberland

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

Alfred John King
66 Albert Road, Aston, Birmingham
Conservative Agent

Signed sealed and delivered by the within named Daniel Jennings in the presence of

George Jarvis
328 King St. Hammersmith
Draper

Signed sealed and delivered by the within named Sarah Todhunter in the presence of

A. E. Andrews
Coleford, Glos.
Clerk to Mr Roberts Solicitor

Signed sealed and delivered by the within named Isabella Todhunter in the presence of

A. E. Andrews

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

9th January 1893.

(10) S. G. Hewlett
Keeper of the Records

Probate of the Will of Henry Illingworth entered & Inquest Book I page 5.
Probate of the Will of Wm Alfred Illingworth entered Inquest Bk I p. 20
Assignment to Deponent & Murphy & Downs Cocking Co 28 Feby 1905 Inq Bk do p 271

Dean Forest
Dated
23rd Dec 1892
George Bulley
Esq CB. a Commrs
of Her Majesty's
Woods etc.
Messrs Holden
& Illingworth
Lease of
piece of waste
land with
Arthur & Edward Hale
23rd June 1922
31
23rd June 1923
£2 p.a.

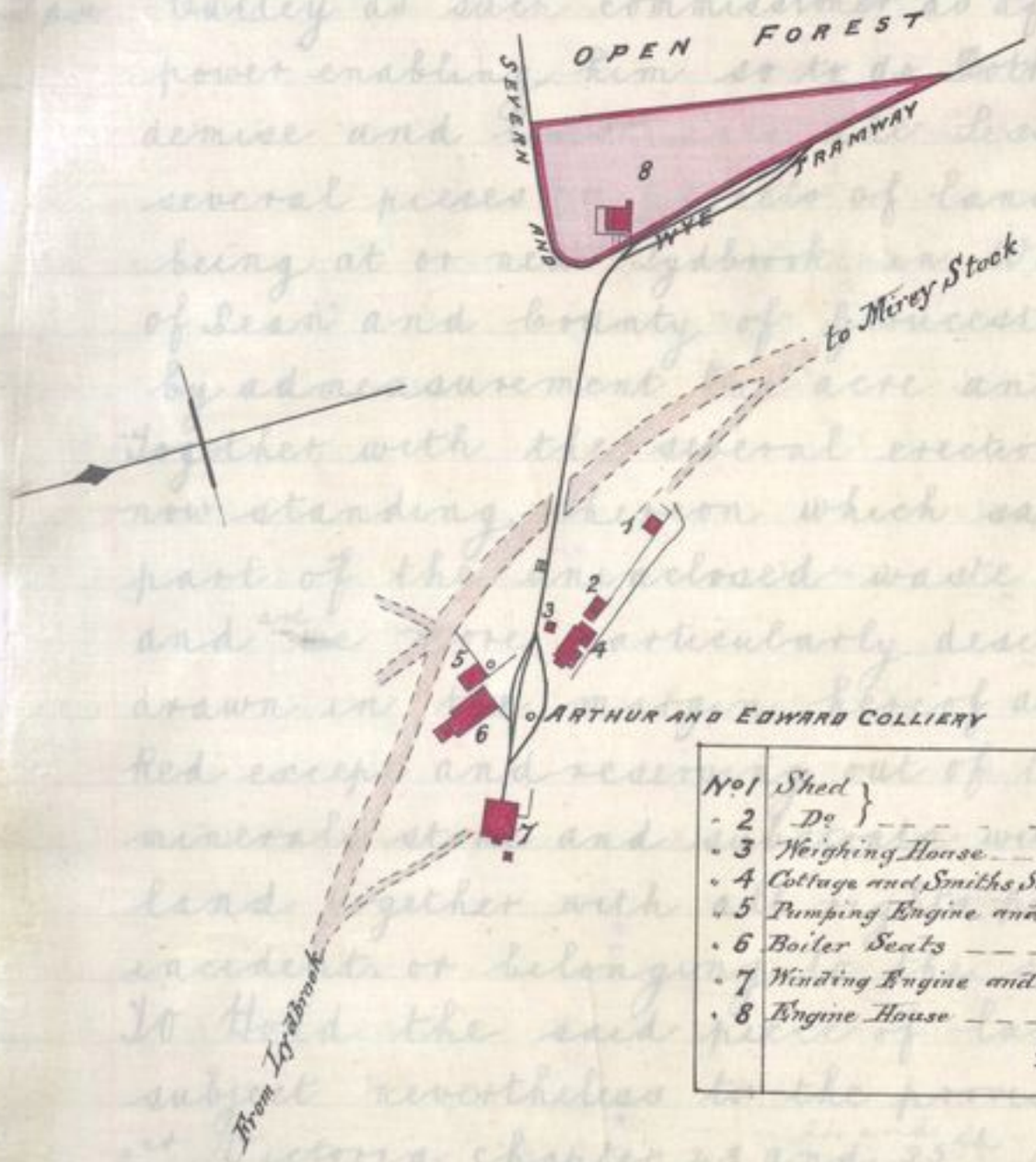
This Indenture made the twentythird day of December One thousand eight hundred and ninety two Between The Queens Most Excellent Majesty of the first part George Bulley Esquire C.B. the Commissioner of Her Majesty's Woods Forests and Land Revenues in charge of the premises hereby demised of the second part and Angus Holden of Woodlands in the Township of Manningham in the Parish of Bradford in the County of York M.P. Edward Holden of Laurel Mount Buildon in the Parish of Otley in the aforesaid County _____ Alfred Illingworth of Daisy Bank in the said Township of Manningham M.P. and Henry Illingworth of Ladye Royde Hall in the said Township of Manningham Esquire hereinafter called "the Lessees" of the third part Witnesseth that in consideration of the rent and covenants hereinafter reserved and contained The said George Bulley as such commissioner as aforesaid by virtue of every power enabling him so to do Doth by these presents demise and lease unto the Lessees all those eight several pieces or parcels of land situate lying and being at or near Lydbrook in Worcester Walk with Forest of Dean and County of Gloucester containing altogether by admeasurement One acre and twenty six perches Together with the several erections and buildings now standing thereon which said pieces of land are part of the uninclosed waste land of the said Forest and are more particularly described on the plan drawn in the margin hereof and are thereon colored Red except and reserving out of this demise all mines minerals stone and substrata within or under the said land together with all rights powers and authorities incident or belonging to the said excepted premises To Hold the said piece of land Unto the Lessees subject nevertheless to the provisions of the Acts 1st and 2nd Victoria chapter 43 and 24 and 25th Victoria chapter 40 from the twenty fourth day of June One thousand eight hundred and ninety two for the term of Thirty one years determinable nevertheless as hereinafter mentioned in connection with the Arthur and Edward

Probate of the will of Henry Illingworth entered in Bequest Book I page 5.
Probate of the will of Mr. Alfred Illingworth entered Bequest BK I p. 20
Assignment to Rooney & Murphy & Low Cocking Co 28 Feby 1905. See do p 71

Dean Forest
Dated
23rd Dec 1892
George Bulley
Esq CB. a Commrs
of Her Majesty's
Woods etc.
to
Messrs Holden
& Illingworth
Lease of
piece of waste
land with
Arthur &

This Indenture

made the twentythird day of December One thousand eight hundred and ninety two Between The Queens Most Excellent Majesty of the first part George Bulley Esquire C B. the Commissioner of Her Majesty's Woods Forests and Land Revenues in charge of the premises hereby demised of the second part and Angus Holden of Woodlands in the Township of Manningham in the Parish of Bradford in the County of York M. P. Edward Holden of Laurel Mount Buildon in the Parish of Otley in the aforesaid County _____ Alfred



		A	R	P
No 1	Shed			
" 2	Do	0	0	5½
" 3	Weighing House	0	0	0½
" 4	Cottage and Smiths Shop	0	0	5
" 5	Pumping Engine and			
" 6	Boiler Seats	0	0	10
" 7	Winding Engine and Chimney	0	0	7
" 8	Engine House	1	0	0
	Total	1	0	26

Scale, 3 Chains to an Inch

gale or colliery of which the Lessees are the registered Owners and for no other purpose whatsoever Paying therefore during the said term unto the Queen's Majesty Her Heirs and Successors the yearly rent of Two pounds by equal half yearly payments on the twenty fourth day of June and the twenty fifth day of December in every year without any deduction or abatement whatsoever the first of such payments to be made on the twenty fifth day of December One thousand eight hundred and ninety two ~~and~~ and the Lessees hereby jointly and severally covenant with the Queen's Majesty Her Heirs and Successors in manner following ~~what~~ that is to say

1. To pay~~ments~~ unto the Queen's Majesty Her Heirs and Successors the said yearly rent of Two pounds on the days hereinbefore appointed for payment thereof without any deduction or abatement whatsoever
2. To pay the land tax and all other taxes sewer and other rates charges assessments and impositions whatsoever which now are or at any time during the said term may be taxed assessed or imposed upon the said demised premises or any part thereof
3. To forthwith, well and sufficiently enclose and fence in the said land hereby demised to the satisfaction of the Lessor and during the continuance of this demise at their own costs to keep the same so well and sufficiently enclosed and fenced in as aforesaid.
4. At all times to maintain and keep the said demised premises in good and proper repair order and condition and with all necessary and requisite drains sewers watercourses and amendments whatsoever and to make good all damage or injury which at any time or times during the continuance of this demise may happen or be occasioned to the lands trees property or possessions of Her Majesty or any adjoining owner or Owners by reason of the use or occupation of the said demised premises for the purpose aforesaid provided that it shall be lawful for the Lessor or the deputy Surveyor or

Deputy Gaveller for the time being of the said Forest with or by his or their workmen servants or agents from time to time and at all times during the continuance of this demise to enter into and upon the said demised premises for the purpose of viewing and examining the state and condition thereof.

5. Not at any time during the continuance of this demise without the consent in writing of the Lessor for that purpose first had and obtained to erect build or set up or permit or suffer to be erected, built or set up upon the said piece of land hereby demised or any part of the same any house building or machinery whatsoever other than and except such as is hereby authorised nor use or occupy or permit or suffer the said demised premises or any part thereof to be used or occupied otherwise than for the purposes of land in connection with the said Gale or Colliery and in strict conformity with the Acts 1st and 2nd Victoria chapter 48 section 25 and 24th and 25th Victoria chapter 40 section 6 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 peacably and quietly leave surrender and yield up unto the Lessor or his or their duly authorised agent the said demised premises in good and proper repair order and condition.

7. At their own costs within three calander months from the respective dates thereof to cause all

Assignments which may at any time hereafter be made of these presents or of the premises hereby demised and all probates of Wills and Letters of Administration affecting the premises to be within six calendar months from the date thereof inrolled in the Office of Land Revenue Records and Inrolments and minutes or dockets thereof respectively to be entered in the Office of the Commissioners of Woods, Provided always and these presents are granted upon this express condition that the said term hereby granted shall absolutely cease and determine when the said Arthur and Edward Gale or Colliery shall be relinquished or given up or cease to be worked pursuant to the rules orders and regulations of the Dean Forest Mining (~~Company~~) Commissioners made for working Gales, Pits, Levels and Works of Coal or Coal Mines within the said Forest and Hundred or the grant of the said Gale or Work shall be otherwise determined Provided Also and these presents are upon this express condition that if the said rent of Two 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 provisoes, 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's Majesty ~~Her~~ 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 in whom 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 In Witness whereof the said parties to these presents of the second and third parts have herein to set their hands and seals the day and year first above written

Geo. Bulley (LS.) Angus Holden (LS.) Edward Holden (LS.)

Alfred Illingworth (LS.) Henry Illingworth (LS.)

Signed Sealed and delivered by the within named George Bulley in the presence of
James Robinson
Coachman
Westwood
~~Westward~~ Hall
Northumberland

Signed Sealed and Delivered by the within named Angus Holden in the presence of
John Hobley
Secretary
9 Grosvenor Terrace
Manningham
Bradford

Signed Sealed and Delivered by the within named Edward Holden in the presence of
Fred Dixon
Clerk
21 Athol Road
Manningham
Bradford

Signed Sealed and Delivered by the within named Alfred Illingworth in the presence of
Fred Dixon
Clerk
21 Athol Road
Manningham
Bradford

Signed Sealed and Delivered by the within named Henry Illingworth in the presence of:-
Percy H. Illingworth
Law Student
Bradford.

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 9th January 1893

Reg. R.

H. G. Hewlett
Keeper of the Records

Dean Forest

Quarry 427

George A & John H. Roberts

Tramway Licence

Dated 24th March 1893

Commence 29 Sep 1892
Term 12
Expires 29 Sep 1904

Dean Forest

Whereas George A and John H Roberts of Bakers Hill near Coleford are the registered owners of Quarry No 427 in the Quarry Leave Book and have requested Thomas Forster Brown the Deputy Gaveller of the said Forest to grant to them the said George A and John H Roberts the Licence or right to make and form the Tramway as aforementioned & to have the use and enjoyment thereof as aforementioned and George Culley Esquire CB the Commissioner of Her Majesty's Woods Forests and Land Revenues to whom all the duties and powers which under or pursuant to the Act 1st and 2nd Victoria chap. 43 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 Licence should be granted. NOW therefore I the said Thomas Forster 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 George A and John H Roberts and all other persons or person for the time being registered Owners or Owner of the said Quarry A Licence to make and form a Tramway of twelve feet in width across the open Forest commencing at a point in Messrs Trotter Thomas & Co's tramway marked A upon the plan drawn upon the third page of this Licence and extending as shewn by a red line to the point marked B in the said Quarry for the purpose of carrying on the Work or Works opened or to be opened by virtue of the said Quarry and to use and occupy the same for the purpose aforesaid but for no

Dean Forest

Quarry 427

George A & John H Roberts

Tramway License

Dated 24th March 1893

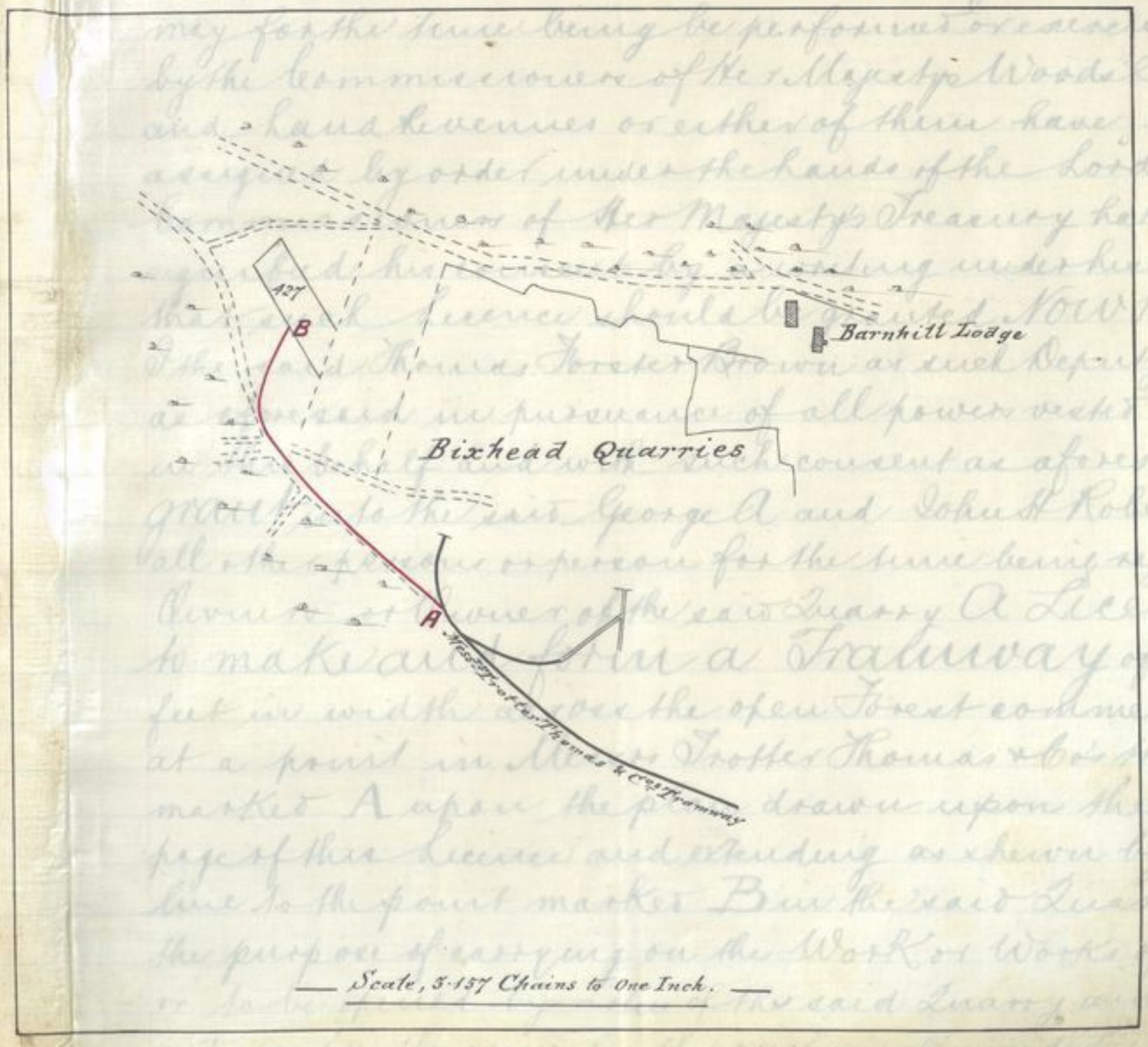
Commence 29 Sep 1892

Term 12

Expires 29 Sep 1904

Dean Forest

Whereas George A and John H Roberts of Bakers Hill near Coleford are the registered owners of Quarry No. 427 in the Quarry Lease Book and have requested Thomas Forster Brown the Deputy Gaveller of the said Forest to grant to them the said George A and John H Roberts the License or right to make and form the Tramway as aftermentioned & to have the use and enjoyment thereof as aftermentioned and George Culley Esquire CB the Commissioner of Her Majesty's Woods Forests and Land Revenues to whom all the duties and powers which under or pursuant to the Act 1st and 2nd Victoria chap. 43 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 all the Mines and 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 granted and hereby grant unto the said Thomas Forster Brown as such Deputy Gaveller as aforesaid in pursuance of all power vested in me as such Deputy with such consent as aforesaid DO GRANT unto the said George A and John H Roberts and all other persons or person for the time being engaged in the Quarry or Quarries of the said Quarry A License to make and form a Tramway of twelve feet in width across the open Forest commencing at a point in Mr Trotter Thomas & Co's Tramway marked A upon the plan drawn upon the three pages of this License and extending as shown by the line to the point marked B in the said Quarry for the purpose of carrying on the Work or Works proposed or to be proposed to be carried on in the said Quarry as the same may be required and no



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other purpose whatsoever To hold the said Licence unto the said George A and John H Roberts and such other persons or person as aforesaid for the term of Twelve years from the 29th September 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 Licence is upon condition that if the said Tramway is not constructed and completed within the first two years of the said term of twelve 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 Gaveller shall be conclusive evidence) then in either of the said cases this Licence shall be absolutely void

Dated this 7th day of March 1893

T. F. Brown
Deputy Gaveller

Witness to the signature of Thomas Forster Brown

I hereby signify my approbation and allowance of the grant of the within mentioned Licence

(sd) Geo Culley
27th February 1893

Assigned to British Red Ash Collieries Ltd W. Dn. Bk 1. p. 98.

See also Lease p. 185

File 1039

Dated
10th February 1893
Dean Forest
George Bulley Esq. C.B. a Commissioner of Woods. Etc
—and—
Richard Thomas and Company Limited
Agreement as to Lydbrook Deep Level Birchen Grove and the Pluds Collieries.

An Agreement made and entered into this tenth day of February One thousand eight hundred and ninety three Between The Queen's Most Excellent Majesty of the first part George Bulley Esquire C.B. a Commissioner of Woods and Gaveller of Dean Forest of the second part and Richard Thomas and Company Limited and hereinafter referred to as the said Company of the third part Whereas the said Company are the Registered Owners of the three Gales called the Lydbrook Deep Level Colliery the Birchen Grove Colliery and the Pluds Colliery (~~Whereas~~) Now it is hereby mutually agreed and declared between and by the said parties hereto as follows

1. The said Company may and shall sink a pit on the area of the Lydbrook Deep Level Gale at the point marked Lydbrook Pit on the plan drawn in the margin of these presents.

The sinking of the said pit shall be commenced forthwith and the pit shall be completed to the satisfaction of the Deputy Gaveller before the first day of February One thousand eight hundred and ninety five

3. It shall be lawful for the said Company to construct a tramway from the said pit to and over the Severn and Wye Railway as shown on the said plan by blue lines marked "incline" but the consent of the Severn and Wye and Severn Bridge Railway Companies to construct the same so far as it is upon or over the said Railway and the land in the occupation of the said Railway Company must be obtained by the said Company party hereto and such Tramway shall be subject to the provisions of Rule 3 of the second Schedule to the Award of Coal Mines of One thousand eight hundred and forty one.

4. The said Company shall erect and maintain in good and substantial repair to the satisfaction of the Deputy Gaveller a retaining wall where necessary commencing at the bridge underneath the Railway at the western end of the land coloured pink on the plan and continuing along the whole of the Southern edge of the said land coloured pink.

5. The said Company shall divert the old road from the Waterloo Mill shown by black dotted lines on the said plan

plan into the line shown by red dotted lines and coloured brown on the said plan to the satisfaction in all respects of the Deputy Surveyor such new road to be and remain a private road for the use of the brown and its lessees only as the old road now is.

6. When such new road shall have been completed it shall be lawful for the said Company to construct and use until the thirty first day of December One thousand nine hundred and thirteen or if the said three Gales shall be sooner surrendered or forfeited then until such surrender or forfeiture only a siding or sidings on the land coloured pink on the said plan paying for the licence granted by this clause a yearly rent of Four pounds to commence from the thirty first day of December One thousand eight hundred and ninety two whether any siding or sidings shall have been then constructed or not and to be payable quarterly.

7. The said Company shall pay to the Brown the value of all trees destroyed in executing any of the works hereby authorised such value to be determined by the Deputy Surveyor whose decision shall be final.

8. The dead rents and royalties payable in respect of the said three Gales shall as from the thirty first day of December One thousand eight hundred and ninety two be as follows in lieu of those now payable (namely) For Lydbrook Deep Level Colliery Gale Rent Thirty pounds Royalty Three pence For Bircher Grove Colliery Gale Rent Twenty five pounds Royalty Three pence and a wayleave rent of One halfpenny per ton on coal from this Gale carried through the Lydbrook Deep Level Gale and the Pludo Gale or either of them. For the Pludo Colliery Gale Rent Twenty five pounds Royalty Three pence and a wayleave Rent One half penny per ton on coal from this Gale carried through the Lydbrook Deep Level Gale and Bircher Grove Gale or either of them.

9. If the said company shall make default in executing the works hereby required or any of them or in paying the said rent of Four pounds or the value of the trees destroyed as aforesaid it shall be lawful for the said

Gaveller or the Gaveller of Dean Forest for the time being by notice in writing to determine this Agreement either wholly or in part and if the said rents and royalties shall be so determined the rents and royalties previously payable shall be revived And the said George Bulley doth hereby direct that this Deed shall be deemed to be fully and sufficiently inrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Inrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Inrolments In Witness whereof the said George Bulley has hereunto set his hand and seal and the Company have caused their Common Seal to be hereunto affixed the day and year first above written

(Sd) George Bulley (LS)

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

J. Russell Lowry
Office of Woods
Whitehall Place

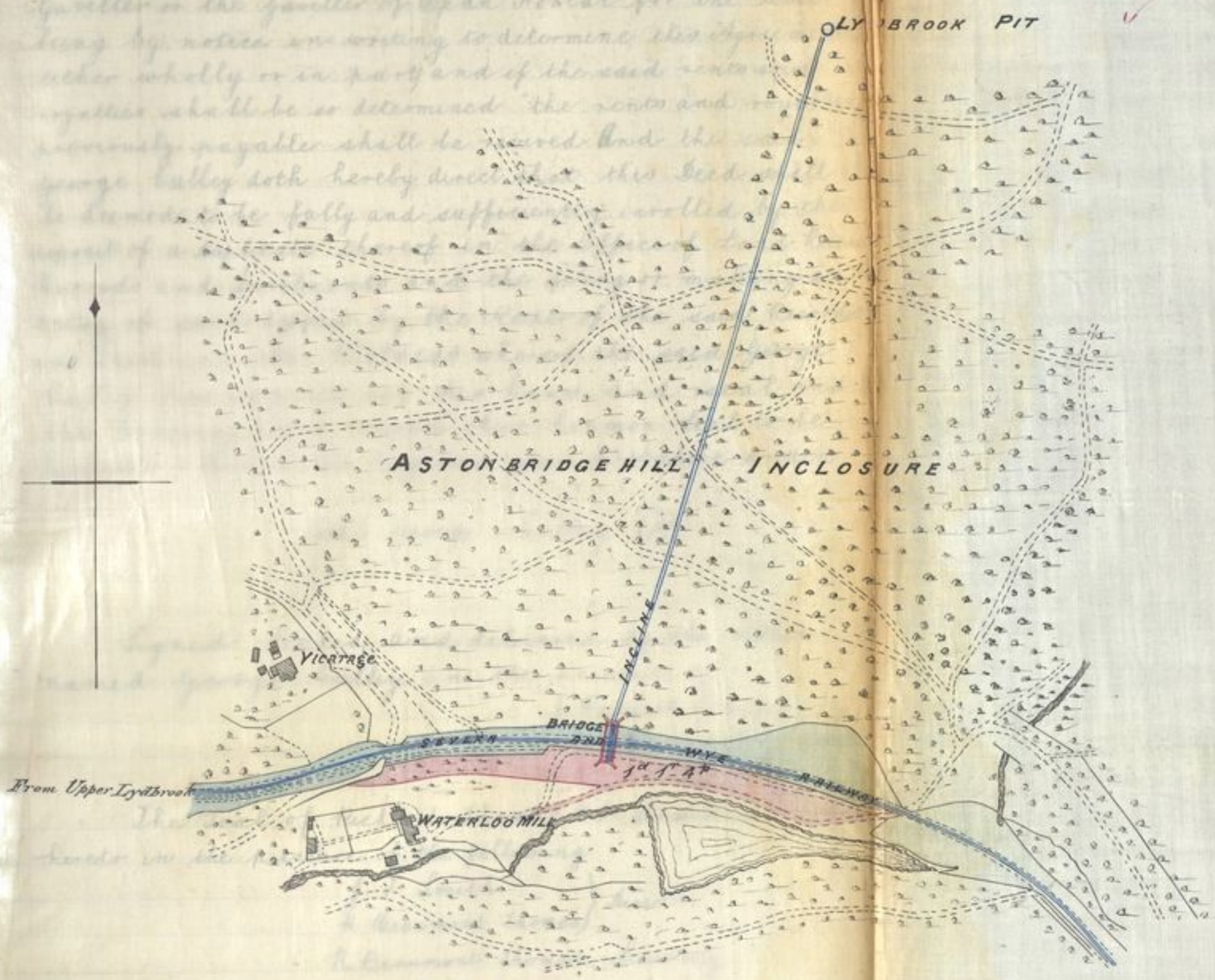
The Seal of Richard Thomas & Co Limited was affixed hereto in the presence of the following

J. T. Smith } Directors
R. Beaumont Thomas }
R. Beaumont Thomas Secretary (LS.)

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
20th February 1893

H. G. Hewlett
Keeper of the Records

x. RB



EXPLANATION

Crown Land to be appropriated for Colliery Sidings - - - - - - - - - - Color. Red.

Land in occupation of Severn and Wye and Severn Bridge Railway Companys -- Color. Green

Diversion of Ride - Dotted Red Lines

Scale 25344 Inches to a Mile

Links 20 0 1 2 3 4 5 10 15 Chains

Interest of John & James Harris assigned to F. W. Harris — Bequest Book I p 7.
Assgt to A. W. Lathkam 28 Feb 1911 W Du Bk I p 97

Dated
18th February 1893
Dean Forest
George Bulley Esq. C.B. a Commnr of Her Majesty's Woods &c.
— to —
Mr John Harris & others
Lease of waste land at or near Lydbrook in Worcester Walk and Licence to fix Reservoir and pipes to be held in connection with Worrall Hillford Old Engine Gale or Colliery
Commence 24th June 1892
Term 31
Expires 24th June 1923
Rent £2 per annum

This Indenture made the eighteenth day of February One thousand eight hundred and ninety three Between the Queen's Most Excellent Majesty of the first part George Bulley Esquire C.B. the Commissioner of Her Majesty's Woods Forests and Land Revenues in charge of the premises hereby demised of the second part and John Harris of No 23 Park Road Gloucester and also of Gillander House Calcutta in the Empire of India Mining Engineer James Harris of Acton in the County of Middlesex Engineers Agent and Frederick Mole Harris of Barry in the County of Glamorgan Gas Works Manager hereinafter called "the Lessees" of the third part Witnesseth that in consideration of the rent and covenants hereinafter reserved and contained The said George Bulley as such Commissioner as aforesaid by virtue of every power enabling him so to do Doth by these presents grant demise and Lease unto the Lessees Firstly All those four several pieces or parcels of land situate at Lydbrook in Worcester Walk in the Forest of Dean containing altogether Twenty eight perches and Numbered 1.2.3 and 4 on plan A annexed hereto And Secondly All those eleven pieces or parcels of land situate at Worrall Hill near Lydbrook aforesaid containing Eight perches and three quarters of another perch and Numbered 1 to 11 on plan B annexed hereto And Thirdly Licence and authority to erect and maintain the several sheds and buildings mentioned in the reference to the said plans and also to form construct and maintain the reservoirs and lines of pipes with all necessary hydrants and sluice valves as shown upon the said plan B and thereon Numbered 1,2,3,4 and 5 all such works to be carried out to the satisfaction of the said Commissioner for the time being or his Agent All which said pieces of land are part of the uninclosed waste land of the said Forest and are more particularly described on the said plans and are thereon coloured red except and reserving out of this demise all mines minerals stone and substratum within or under the said land Together with all rights powers and authorities incident or belonging

to the said excepted premises To Hold use and enjoy the said pieces of land Together with the several erections and buildings now standing or about to be erected thereon and the ~~same~~ said licence and permission hereby granted unto the Lessees subject nevertheless to the provisions of The Acts 1 and 2 Victoria Chapter 43 and 24th and 25th Victoria Chapter 40 from the 2 twenty fourth day of June One thousand eight hundred and ninety two for the term of Thirty one years (determinable nevertheless as hereinafter mentioned) to be held and used in connection with the Worrall Hill and old Engine Gale or colliery of which the Lessees are the registered owners and for no other purpose whatsoever Paying therefore during the said term unto the Queens Majesty Her Heirs and Successors the yearly rent of Two pounds by equal half yearly payments on the twenty fourth day of June and the twenty fifth day of December in every year without any deduction or abatement in whatsoever the first of such payments to be made on the twenty fifth day of December One thousand eight hundred and ninety two And the Lessees hereby covenant with the Queens 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 Two pounds on the days hereinbefore appointed for payment thereof without any deduction or abatement whatsoever.

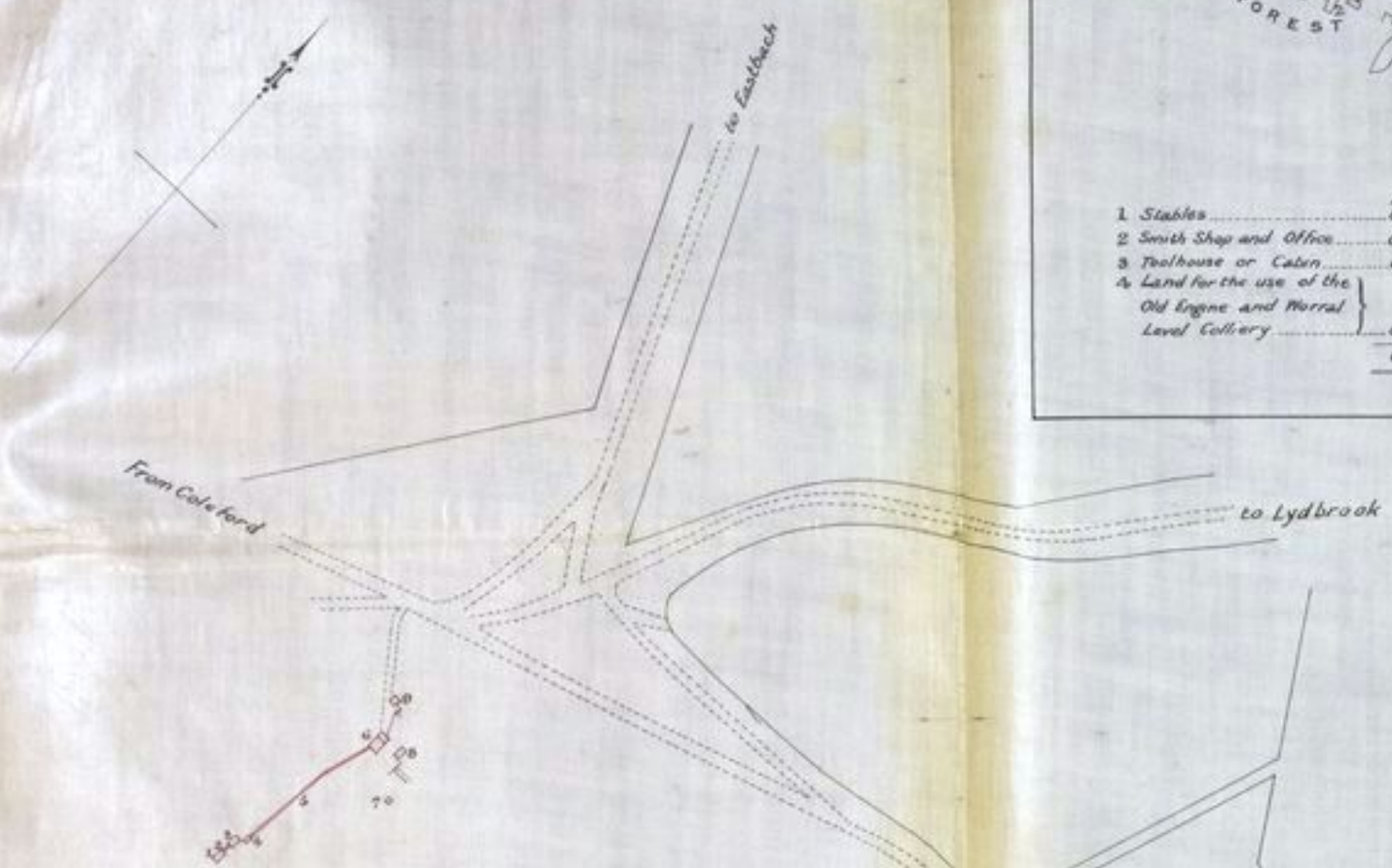
2. To pay the land Tax and all other taxes sewer and other rates charges assessments and impositions whatsoever which now are or at any time during the said term may be taxed assessed or imposed upon the said demised premises or any part thereof.

3 To forthwith well and sufficiently enclose and fence in the said land hereby demised to the satisfaction of the Lessor and during the continuance of this demise at their own costs to keep the same so well and sufficiently enclosed and fenced in as aforesaid

4 At all times to maintain and keep the said demised premises in good and proper repair order

— B —

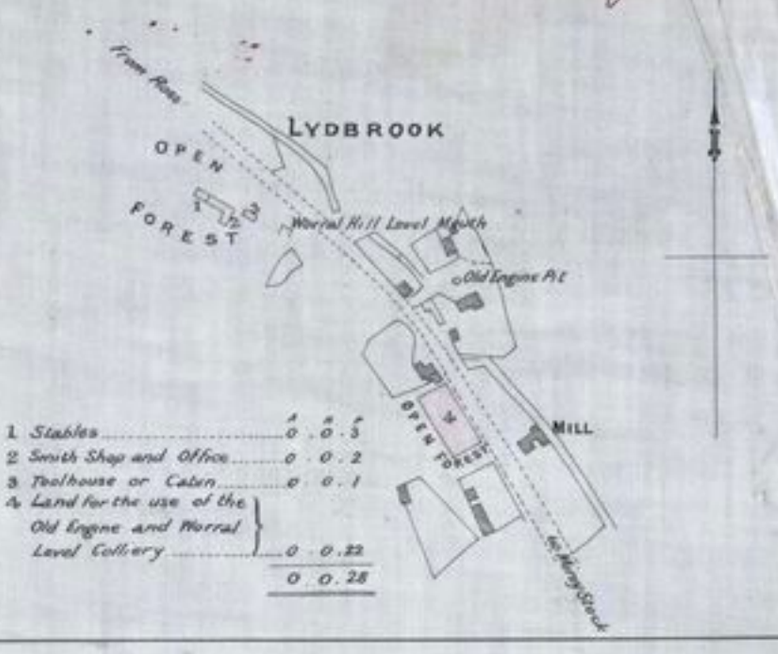
O.S. XXXI.9



		A.	R.	P.
1,2,3,4,5	Reservoirs and pipes	0	0	2¾
6	Engine house and smiths shop	0	0	2¼
7	Air pit	0	0	¾
8	Cabin and shed	0	0	¼
9	Weighing machine and office	0	0	¾
10	Pit and shed	0	0	1¼
11	Cottage	0	0	1
		0	0	8¾

— A —

O.S. XXXI.5



		A.	R.	P.
1	Stables	0	0	5
2	Smith Shop and Office	0	0	2
3	Toolhouse or Cabin	0	0	1
4	Land for the use of the Old Engine and Worral Level Colliery	0	0	22
		0	0	28

Scale 3 Chains to an Inch

and condition and with all necessary and requisite drains sewers watercourses and amendments whatsoever and to make good all drainage or injury which at any time or times during the continuance of this demise may happen or be occasioned to the lands trees property or possessions of Her Majesty or of any adjoining owner or owners by reason of the use or occupation of the said demised premises for the purposes aforesaid Provided that it shall be lawful for the Lessor or the Deputy Surveyor or Deputy Gaveller for the time being of the said Forest with or by his or their workmen servants or agents from time to time and at all times during the continuance of this demise to enter into and upon the said demised premises for the purpose of viewing and examining the state and condition thereof

5. Not at any time during the continuance of this demise without the consent in writing of the Lessor for that purpose first had and obtained to erect build or set up or permit or suffer to be erected built or set up upon the said piece of land hereby demised or any part of the same any house building or machinery whatsoever other than and except such as is hereby authorised nor use or occupy or permit or suffer the said demised premises or any part thereof to be used or occupied otherwise than for the purposes of and in connection with the said Gale or Colliery and in strict conformity with the Acts 1 and 2 Victoria Chapter 43 Section 25 and 24th and 25th Victoria Chapter 40 Section 6 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 not 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 or licence to peacably and quietly leave surrender and yield up unto the Lessor or his or their duly authorised agent the said demised premises in good and proper repair order and condition and if required so to do to fill up the said Reservoirs and restore and level the surface of the land on which the same shall have been constructed and take up and remove such of the said pipes as may have been laid during the term hereby granted and level and restore the surface of the land through or under which the same shall have been laid to the full and complete satisfaction in all respects of the Commissioner in charge of the premises.

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

Provided always and these presents are granted upon this express condition that the said term ~~Lessor~~ and Licence hereby granted shall absolutely cease and determine when the said Worrall Hill and Old Engine Gale or colliery shall be relinquished or given up or cease to be worked pursuant to the rules orders and regulations of the Dean Forest Mining Commissioners made for working gales pits levels and works of coal or coal mines within the said Forest and Hundred or the Grant of the said Gale or work shall be otherwise determined Provided Also and these presents are upon this express condition that if the

said rent of Two pounds hereby reserved or any part of the same shall be unpaid for thirty days next after either of the days of payment of 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 provisoes conditions and restrictions herein (~~and~~) 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's Majesty Her Heirs Successors and assigns or so long as the reversion of the demised premises is vested in the Crown the Commissioner or Commissioners Gaveller ~~or~~ Deputy Gaveller or other the person or persons for the time being entitled by law to the management and direction thereof and that all rights and obligations of the Lessee under these presents shall devolve with the leasehold interest hereby created and be accordingly enjoyed observed and performed by the person or persons in whom such interest shall for the time being be vested And the said George Culley doth hereby direct that this deed shall be deemed to be fully and sufficiently inrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Inrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Inrolments In Witness whereof the said parties to these presents of the second and third parts

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

(sd) Geo Bulley (LS)
(sd) John Harris (LS)
(sd) James Harris (LS)
(sd) F. M. Harris (LS)

Signed Sealed and Delivered by the within named George Bulley in the presence of:- J Russell Lowray, Office of Woods &c. Whitehall Place.

Signed Sealed and Delivered by Elizabeth Harris of 23 Park Road Gloucester as the Attorney of the within named John Harris in the presence of:- E. H. Harris, 23 Park Road Gloucester.

Signed Sealed and Delivered by the within named James Harris in the presence of:- Thomas Hoare, Draughtsman, 33 Burnaby Street Chelsea.

Signed Sealed and Delivered by the within named Frederick Mole Harris in the presence of:- C. B. Brown accountant, Gas Works, Barry Dock.

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.

23rd February 1899

A. G. Hewlett
Keeper of the Records.

X PAB

Dated 6th March 1893

Forest of Dean and Hundred of St Briavels

The Registered Owners of the Gale of Coal called the Cousins Engine Colliery

— to —

The Queen's Most Excellent Majesty

Release of Shortworkings

This Indenture made the sixth day of March One thousand eight hundred and ninety three Between Psyche Emmeline Gibbons of No. 48 Bedford Gardens Kensington in the County of London, Widow, Elizabeth Ann Louise Lewis Wife of the Reverend Titus Lewis of Towyn Vicarage in the County of Merioneth, Clerk in Holy Orders and Mary Emmeline Emma Catherine Gibbons of No. 48 Bedford Gardens aforesaid Spinster hereinafter called the Registered Owners being the Registered Owners of the Gale of Coal called The Cousins Engine Colliery granted to Isaac Kear John James and Thomas Beach on the twenty seventh day of June One thousand eight hundred and forty three together with an addition thereto granted to the said Thomas Beach on the fifteenth day of April One thousand eight hundred and fifty of the first part George Culley Esquire, C.B., a Commissioner of Her Majesty's Woods 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 persons holding the said Gale have not bonâ fide commenced opening the same in violation of the 4th Rule specified in the Second Schedule of the Dean Forest Mining Commissioners Award of Coal Mines dated the eighth day of March One thousand eight hundred and forty one and of the Award of the Forest of Dean Mining Commissioners of 1871 dated the eleventh day of June One thousand eight hundred and seventy two And the said Gale has become liable to be forfeited to the Queen's Majesty And whereas it has been agreed between the Registered Owners and the said George Culley as such Commissioner and Gaveller as aforesaid that in consideration of the forbearance until the eleventh day of June One thousand eight hundred and ninety seven 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 Owners Do by these presents according to their respective estates and interests in the said Gale release surrender and renounce unto The Queen's Most Excellent Majesty Her Heirs and Successors All right and liberty of them the Registered

Owners their heirs and assigns and all persons holding through or under them of making up the shortworkings accumulated up to including up to and including the thirty first day of December One thousand eight hundred and ninety one in respect of the said Gale and which amount to the sum of One hundred pounds Provided always and the Registered Owners do 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 or Holders of the said Gale shall have bonâ fide commenced the opening thereof.

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

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

And it is hereby declared that it is the intention of these presents that if the Registered Owners or Holders shall on the eleventh day of June One thousand eight hundred and ninety seven have continued in the occupation of the said Gale paying the proper rents and royalties to the Crown without deduction on account of the Shortworkings intended to be hereby released or any part thereof and duly observing the conditions under which they hold and shall have bonâ fide commenced the opening thereof before that date the particular right of reentry 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 inrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Inrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Inrolments In witness whereof the said parties hereto of the

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

E A Louise D Lewis Geo Culley

P Emmeline D Gibbons M E E Catherine D Gibbons

Signed sealed and delivered by the within named Psyche Emmeline Gibbons in the presence of

Wm C. Martin
1 Whitehall Place
London

Signed sealed and delivered by the within named Elizabeth Ann Louise Lewis in the presence of

Richard Davies
6 High St., Towyn, Merionetth
Clerk in Holy Orders

Signed sealed and delivered by the within named Mary Emmeline Emma Catherine Gibbons in the presence of

Wm C Martin
1 Whitehall Place
London

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

J Russell Sowray
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 Inrolments and an entry thereof made or filed by me.

H G Hewlett
Keeper of the Records

9th March 1893

Charged Mch/93.

Dated 6
March 189

Dean Fore

Geo Culley
CB, a lon
of Her Maj
Words &c

— to —

David S
Limited

Lease
land at or
Howlers W
with licen
use water
held in con
with Quar

Commencin
29 Sept.
Term ....
Expires 25
March

Rent
per Annu

Shedlc R

Assigned to Forest of Dean Stone Trans Co Woods Doc. Book P. 9

Dated 6th March 1893

Dean Forest

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

— to —

David Sant, Limited

Lease of land at or near Howlers Hill with license to use water to be held in connection with Quarry 644

Commencing 29 Sept. 1892

Term 20½

Expires 25th March 1913.

Rent £5 per Annum

This Indenture made the sixth day of March One thousand eight hundred and ninety three Between The Queen's Most Excellent Majesty of the first part George Culley Esquire, C.B, the Commissioner of Her Majesty's Woods Forests and Land Revenues in charge of the premises hereby demised of the second part and David Sant, Limited, of Parkend Stone Works near Coleford in the County of Gloucester hereinafter called "the Lessees" of the third part Witnesseth that in consideration of the rent and covenants hereinafter reserved and contained The said George Culley as such Commissioner as aforesaid by virtue of every power enabling him so to do Doth by these presents demise and lease unto the Lessees All that piece or parcel of land with the erections or buildings now standing thereon situate lying and being at Howlers Hill in the Forest of Dean and County of Gloucester which said piece of land is more particularly described on the plan drawn in the margin hereof and is thereon colored red Together with full liberty licence and authority for the Lessees to use and appropriate the waters of the wakcourse indicated and shown on the said plan by blue color and the overflow water from Howlers Well shown thereon except and reserving out of this demise all mines minerals stone and substrata within or under the said land together with all rights powers and authorities incident or belonging to the said excepted premises

To hold the said piece of land with the privileges hereby granted unto the Lessees subject nevertheless to the provisions of the Acts 1st and 2nd Victoria C 13 and 24 and 25 Victoria C 40 and subject also to all existing tenancies or any rights or interests affecting the said premises from the twenty ninth day of September One thousand eight hundred and ninety two for the term of Twenty years and one half of another year (determinable nevertheless as hereinafter mentioned) to be held and used in connection with the Quarry No. 644 of which the Lessees are tenants and for no other purpose whatsoever Paying therefor during the said term unto the Queen's Majesty her heirs and successors the yearly rent of Five pounds by equal half yearly payments on the twenty fifth day of March and the twenty ninth day of September in every year without any deduction or abatement whatsoever the first of such payments to be made on the twenty fifth day of March One thousand eight hundred and ninety three 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 Five pounds on the days hereinbefore appointed for payment thereof without any deduction or abatement whatsoever.

2 To pay the Land tax and all other taxes sewer and other rates charges assessments and impositions whatsoever which now are or at any time during the said term may be taxed assessed or imposed upon the said demised premises or any part thereof.

3 To forthwith well and sufficiently enclose and fence in the said land hereby demised to the satisfaction of the Lessor and during the continuance of this demise at their own costs to keep the same so well and sufficiently enclosed and fenced in as aforesaid.

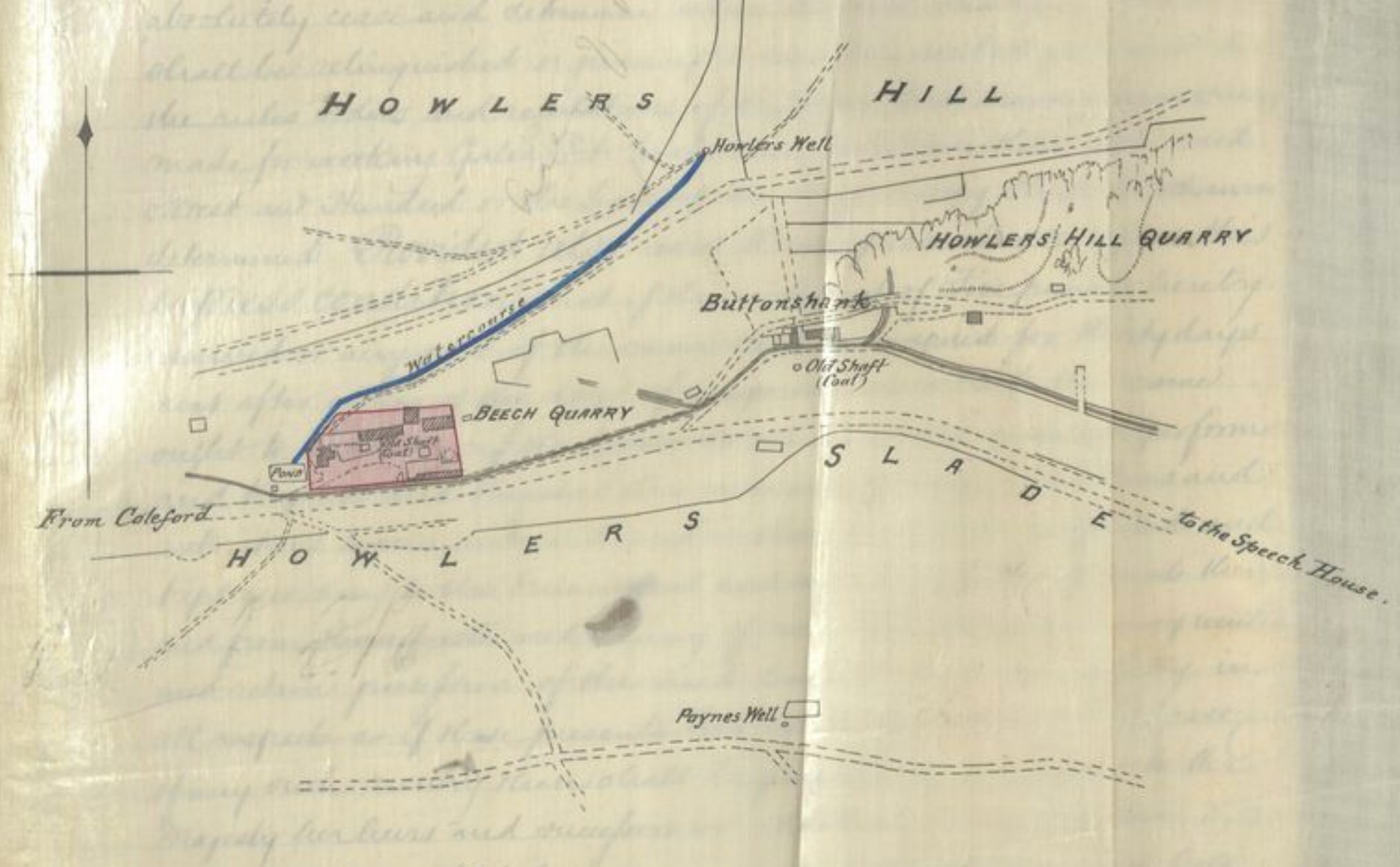
4 At all times to maintain and keep the said demised premises in good and proper repair order and condition and with all necessary and requisite drains sewers watercourses and amendments whatsoever and to make good all damage or injury which at any time or times during the continuance of this demise may happen or be occasioned to the lands trees property or possessions of Her Majesty or of any adjoining Owner or Owners by reason of the use or occupation of the said demised premises for the purposes aforesaid, and to use and appropriate the waters of the said watercourse and Well in a reasonable fair and proper manner for the purpose aforesaid And if required so to do to make and for ever maintain all such fences around or along the sides of such watercourse as shall from time to time be considered necessary by the Lessor and at the like expense and to the like satisfaction to maintain and keep the said fences in good repair and condition continued at * on page 256 applicable thereto) the rules orders and regulations of the Dean Forest Mining Commissioners made for the working of Gales Pits levels and Quarries 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 waters of the said Well or watercourse connecting the same 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 all Assignments which may at any time hereafter be made of these presents or of the premises hereby demised and all Probates of Wills and Letters of Administration affecting the premises to be within six calendar months from the date thereof inrolled in the Office of Land Revenue Records and Inrolments and Minutes or Dockets thereof respectively to be entered in the Office of the Commissioners of Woods.

Provided always and these Presents are granted upon this express condition that the said term hereby granted shall absolutely cease and determine when the said Quarry No. 6444 shall be relinquished or given up or cease to be worked pursuant to the rules orders and regulations of the Dean Forest Mining Commissioners made for working Gales Pits levels and Quarries within the said Forest and Hundred or the Lease of the said Quarry shall be otherwise determined Provided also and these presents are upon this express condition that if the said rent of Five 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 provisoes 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's Majesty her heirs successors and assigns or so long as the reversion of the demised premises is vested in the Crown the Commissioner or Commissioners Gaveller or Deputy Gaveller or other the person or persons for the time being entitled by law to the management and direction thereof and that all rights and obligations of the Lessees under these presents shall devolve with the leasehold interest hereby created and be accordingly enjoyed observed and performed by the person or persons in whom such interest shall for the time being be vested AND

7 At their own costs within three calendar months from the respective dates thereof to cause all Assignments which may at any time hereafter be made of these presents or of the premises hereby demised and all Probates of Wills and Letters of Administration affecting the premises to be within six calendar months from the date thereof



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

the said George Culley doth hereby direct that this Deed shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Enrolments and the filing or making of an entry of such deposit by the Keeper of the said Records and Enrolments In Witness whereof the said George Culley has hereunto set his hand and seal & the Lessees have caused their Common Seal to be hereunto affixed the day and year first above written.—

(Sd.) Geo Culley

Common Seal of David & Saut Limited 1892

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

J Russell Sowray
Office of Woods &c
Mitchell Place

The Common Seal of David & Saut, Limited, was hereunto affixed in the presence of

A E Andrews
Secretary

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

A. G. Newlett
Keeper of the Records

9th March 1893

XMB

continued from page 254. X

Provided that it shall be lawful for the Lessor or the Deputy Surveyor or Deputy Gaveller for the time being of the said Forest with or by his or their Workmen Servants or Agents from time to time and at all times during the continuance of this demise hereinbefore and upon the said demised premises for the purpose of viewing and examining the state and condition thereof.

5. Not at any time during the continuance of this demise without the consent in writing of the Lessor for that purpose first had and obtained to erect build or set up or permit or suffer to be erected built or set up upon the said piece of land hereby demised or any part of the same any house building or machinery whatsoever other than & except such as is hereby authorized nor use or occupy or permit or suffer the said demised premises or any part thereof to be used or occupied otherwise than for the purposes of and in connection with the said Quarry and in strict conformity with the Acts 1 & 2 Vict. Cap 43 Sec. 25 and 24 & 25 Vict. Cap 40. Sec 6. and (so far as the same may be