

284  
File 1174

**Articles of Agreement** made the  
*Nineteenth* day of *July* One thousand  
eight hundred and *and thirty three* Between THE QUEEN'S  
MOST EXCELLENT MAJESTY of the first part GEORGE  
CULLEY Esquire a Commissioner of Her Majesty's Woods Forests  
and Land Revenues of the second part and *William*  
*Williams of Church Farm in the*  
*Parish of St Briavels in the County of Gloucester*  
(hereinafter called "the said Tenant") of the third part

THE said GEORGE CULLEY as such Commissioner as aforesaid  
on behalf of Her Majesty hereby agrees to let to the said tenant who  
hereby agrees with Her Majesty to take and rent as tenant to Her  
Majesty ALL THAT *the Pound of the Manor and*  
*Hundred of St. Briavels situate in the said*  
*parish of St. Briavels and the site whereof*  
*is indicated in red colour on the annexed*  
*tracing Together with liberty to make an*  
*entrance from the said premises into the*  
*adjoining meadow now in the occupation*  
*of the said tenant Reserving unto the*  
*Queen's Majesty Her Agents and servants*  
*the right to use such Pound at any time*  
*as fully and freely as if this present lease*  
*had not been created for the purpose of*  
*impounding cattle therein*

\_\_\_\_\_ lately in the  
occupation of \_\_\_\_\_  
together with the fixtures therein TO HOLD the same hereditaments  
to the said tenant \_\_\_\_\_

~~10~~

Articles of Agreement

*[Faint, mostly illegible text from the reverse side of the page, including phrases like "Between the said... of the first part... of Her Majesty's Woods..."]*



Quantity colored red <sup>a.r.p</sup> 0. 0. 3/4

Scale, 3-157 Chains to an Inch.

*upon any came herein*

\_\_\_\_\_ lately in the  
occupation of \_\_\_\_\_  
together with the fixtures therein TO HOLD the same hereditaments  
to the said tenant \_\_\_\_\_

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283

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

from the *Twenty fourth* day of *June 1893* —  
as tenant from year to year (the tenancy being however determinable  
as after mentioned) at the yearly rent of *One pound*  
to be paid to *the Crown Steward of the said Manor*  
free from all taxes rates and deductions whatsoever (except Landlord's  
property tax) by ~~equal Quarterly payments~~ on the *Twenty fourth*  
day of *June* — the — day of —  
the — day of —

and the — day of — in every year  
the first ~~Quarterly~~ payment to be due on the *Twenty fourth*  
day of *June 1894* — AND the said tenant  
hereby agrees that he will pay to the Queen's Majesty the said yearly  
rent of *One pound* — on the days  
and in the manner aforesaid And will also pay the land tax sewer  
rates and all other rates taxes and assessments whatsoever  
(except the Landlord's property tax) now or hereafter to be imposed  
in respect of the said premises ~~Together with a proportionate part~~  
~~thereof for the period which shall elapse between the Quarterly day~~  
~~of payment next preceding the expiration of the said tenancy and the~~  
~~day on which the same shall expire~~ AND also will keep the said  
premises and any fences and gates thereon in good repair and  
condition and will not do or suffer any waste or damage to the said  
premises and will at all times well and properly manage and  
~~cultivate the said land and keep and leave the same clean and in good~~  
~~heart and condition and will also keep the windows properly glazed~~

~~and mended~~ and will on the determination of the tenancy hereby  
*build up and make good the openings or entrance made as aforesaid*  
created deliver up the said premises in good repair and condition to  
the Queen's Majesty her heirs or successors or to the said GEORGE  
CULLEY or other the Commissioner or Commissioners for the time  
being of Her Majesty's Woods Forests and Land Revenues having  
the Management of the said premises (hereinafter called "the said  
Commissioner or Commissioners") or to whom he or they may appoint

Signed by the  
GEORGE CULLEY  
presence of

Signed by the  
*Richard Y...*  
in the presence

Signed  
Geo  
pres

Signed  
*Will*  
in th

AND will permit the said Commissioner or Commissioners or his or their Agent at any time or times during the said tenancy to enter into and inspect the state and condition of the said premises and to execute any works thereon or to place thereon any notice AND IT IS HEREBY AGREED that it shall be lawful for the said Commissioner or Commissioners or the said tenant to determine this tenancy <sup>the end of</sup> at ~~any one of the Quarterly days hereinafore mentioned either in the~~ first or any subsequent year thereof by giving to the other of them three calendar months previous notice in writing of his or their intention so to do and if such notice shall proceed from the said Commissioner or Commissioners the same may be given to the said tenant or left for *him* upon the said premises and if such notice shall proceed from the said tenant the same shall be left at the Office of the Commissioners of Her Majesty's Woods Forests and Land Revenues IN WITNESS whereof the said parties to these presents of the second and third parts have hereunto subscribed their names the day and year first above written.

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+ 4/6

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

*Mussell Sowray*  
*Office of Woods &*  
*Whitehall Place*

*George Culley*

Signed by the above-named  
*William Williams*  
in the presence of

*William Williams*  
*John James*

by *as aforesaid*

283.

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

Signed by the a  
GEORGE CULLEY  
presence of

Signed by the a  
*Richard Y...*  
in the presence

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W H & L (S) 22407\* - 25-1-02

Rent £ 1 : = : = per Annum.

on a Yearly Tenancy from the  
*21st June 1893*

AGREEMENT for letting *Ground*  
of *St Brivels Manor*

*Mr William Williams*

AND  
Ac.,  
a Commissioner of Her Majesty's Woods,  
GEORGE CULLEY, Esq.,

B

Dated 17<sup>th</sup> June 1893.

**This Indenture**

Forest of Dean Hundred and St. Briavels

made the seventeenth day of June One thousand eight hundred and ninety three Between Samuel Jenkins of N<sup>o</sup> 48 Lower Holme Wood Bottom Baildon near Shipley Yorkshire Yarn Towner and John Jenkins of Bream near Sydney in the County of Gloucester Coal Mines the Registered Owners of the Gale of Coal called Weavers Pitching Strip and at it

The Registered Owners of the Gale of Coal called the Weavers Pitching Strip and at it Colliery

granted to James Baldwin on the fifteenth day of June One thousand eight hundred and forty two hereinafter called the "Registered Owners" of the first part George Lutley Esquire, C.B., a Commissioner of Her Majesty's Woods and Her Majesty's Gavelled 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 Queen's Most Excellent Majesty

the persons holding the said Gale have desisted from working the same for a space exceeding five years at one time in violation of the 9<sup>th</sup> Rule specified in the Second Schedule of the Dean Forest Mining Commissioners Award of Coal Mines dated the eight day of March One thousand eight hundred and forty one And the said Gale has become liable to be forfeited to The Queen's Majesty And whereas it has been agreed between the registered Owners and the said George Lutley as such Commissioner and Gavelled 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 so accrued as aforesaid to Her Majesty such release and surrender of Shortworkings and other covenants and grants shall be executed as are hereinafter contained

Release of Shortworkings

Now this Indenture witnesseth that the Registered Owners Do by these presents 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 a moiety of the Shortworkings accumulated 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 Fifty six pounds eight shillings and ten pence 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 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 before the Registered Owners or holders of the said Gale shall have bona fide resumed the working thereof.
- 2 That all powers of taking suing for or recovering and all obligations and covenants for payment of Galeage rents dead or certain rents and royalty or tonnage duty shall be in force and shall apply with reference to the Galeage rent dead or certain rent royalty or tonnage duty hereafter to become due in respect of the said Gale without deduction of the Shortworkings intended to be hereby released or any part thereof.
- 3 That nothing herein contained shall diminish or postpone any rights or powers of reentry or other rights or powers of Her Majesty Her Heirs and Successors in respect of the said Gale other than the particular right of reentry agreed to be postponed as hereinbefore mentioned.

And it is hereby declared that it is the intention of these Presents that if the Registered Owners or holders shall on the thirtieth day of June One thousand eight hundred and ninety five 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 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 to these presents of the first and second parts have hereunto set their hands and seals the day and year first above written.

Samuel (S) Jenkins John (S) Jenkins Geo Culley (S)

Signed sealed and delivered by the within named Samuel

Jenkins in the presence of  
 Matthew Steury Learlistle  
 Lower Holme, Woodbottom, Baildon, Yorkshire  
 Leasliere

Signed sealed and delivered by the within named  
 John Jenkins in the presence of  
 William Trafford  
 Pream, w Lydney, Gloucestershire  
 Mining Engineer

Signed sealed and delivered by the within named  
 George Cutler in the presence of  
 J Russell Sowray  
 Office of Woods P  
 Whitehall 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

H. G. Hewlett  
 Keeper of the Records

21<sup>st</sup> June 1893

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Dated 24  
 July 1893

Co. of Southampton  
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Dated 24<sup>th</sup>

July 1893.

Co. of Southampton

Forest

George Culley Esq

County of

Majesty's

is t:

New

Highway

Road.

ement

Road

in the

of Minstead

**The Agreement**

made the twenty fourth day of

July One thousand eight hundred and ninety three Between

George Culley Esquire, C.B., the Commissioner of Woods to whom

the management of the New Forest in the County of Southampton is

for the time being assigned of the one part and The Highway

Board for the New Forest Highway District in the said

County (hereinafter called "the Board") of the other part **WITNESSETH**

that the Parish of Minstead in the said Forest is included in and forms

part of the said District and by the New Forest Highway Act 1883

the said George Culley as such Commissioner as aforesaid and the

Board as the Highway Authority having jurisdiction over the said

Parish are empowered from time to time to make and carry into effect

Agreements concerning the execution and expenses of the repair and

maintenance of any highways or Roads made or to be made

within such Parish and not for the time being repairable by the

inhabitants of any Parish or Township or by an Highway Authority

with power to make provision in any such Agreement that any such

Highway or Road should be put into repair or made wholly or in

part by the Commissioners of Woods and on being certified by the

County Surveyor to be in good repair become a Road repairable by the

inhabitants of the Parish in which it is situate and accordingly

be maintained as a Highway <sup>by and at the expense of the Highway</sup> Authority for the time being having

jurisdiction over such Parish and by the said Act it is also provided

that any such Agreement may also contain any other terms conditions

and provisions that may be agreed on and that the same shall be

effectual as if expressly sanctioned by the said Act and under the

said Act it will be the duty of the County Surveyor from time to

time on the application of such Commissioner as aforesaid to inspect

any such Highway and if it appears to him to be in good repair to

certify the fact under his hand to the Clerk of the Peace for the

County who is to file the certificate with the Records of the County

**AND WHEREAS** the Road or portion of Road hereinafter agreed

to be made is not yet repairable by the inhabitants of any Parish

or Township or any Highway Authority **NOW THESE PRESENTS****WITNESSETH** and the said George Culley as such Commissioner as aforesaid

and the Board hereby mutually agree as follows that is to say

- 1 The Road or portion of Road in Minstead Parish described in the Schedule hereunder written shall be made at the expense of Her Majesty Her Heirs and Successors.
- 2 When and so soon as the said Road or portion of Road shall be

certified in accordance with the provisions of the said Act by the County Surveyor to be in good repair the same shall hereupon become a Road repairable by the inhabitants of the said Parish in which the same is situate and accordingly be maintained as an Highway by and at the expense of the Highway Authority for the time being having jurisdiction over such Parish.

3. The Commissioners of Woods will supply to the Board such gravel pebbles within one mile as may be reasonably required for the repair of the said Road at any time or times within the period of three years from the date of such Certificate of the County Surveyor.

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

The Schedule.

Description of Road	Width
A Road from a point on the boundary between Bromny Township and Minstead Parish to a point near Long Becks Inclosure between the points marked D and E on the plan attached hereto and shown <del>thereof to be</del> by the red line thereon between those points in length 1 mile and 5 furlongs or thereabouts	The road to be 15 feet between the sides of the ditches 12 feet thereof to be metalled

Geo Culley (St.)

Signed sealed and delivered by the above named George Culley in the presence of J. Russell Gurray Office of Woods & Mithall Place.



The Common Seal of the said New Forest Highway Board was hereto affixed at a meeting of the said Board held this 24<sup>th</sup> day of July 1893.

Lephinus Curtis  
Chairman

Witness  
William Coxwell  
Clerk

I certify that a duplicate of this agreement has been deposited in the Office of Land Revenue Records and Instruments and another thereof made or filed by me.  
H. G. Newell  
Keeper of the Records  
3<sup>rd</sup> August 1893

Dated 7<sup>th</sup>  
June 1893  
New Forest

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

The Ringwood  
Highway  
Board

Agreement  
as to roads within  
the Township  
of Burley and  
Bromny.

County Surveyor's certificate on satisfactory completion of Burmast Hill & Holmsley Str  
Road entered in W.B. 21 p. 279

Dated 7<sup>th</sup>  
June 1893

New Forest

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

The Ringwood  
Highway  
Board

Agreement  
between  
the Townships  
of Burley and  
Broomy.

**The Agreement** made the seventh day of June  
One thousand eight hundred and ninety three Between George  
Culley Esquire, C.B., the Commissioner of Woods to whom the  
management of the New Forest in the County of Southampton is for the  
time being assigned of the one part and The Highway Board  
for the Ringwood Highway District in the said County  
(hereinafter called the Board) of the other part Whereas by the  
New Forest Highway Act 1883 the Townships of Burley and Broomy  
in the said Forest have been included in and now form part of the  
said District and by the said Act the said George Culley as such  
Commissioner as aforesaid and the Board as the Highway Authority  
having jurisdiction over the said Townships are empowered from time  
to time to make and carry into effect agreements concerning the  
execution and expenses of the repair and maintenance of any highway  
or roads made or to be made within such townships and not for the  
time being repairable by the inhabitants of any Parish or Township  
or by any highway authority with power to make provision in any  
such agreement that any such highway or road should be put into  
repair or made wholly or in part by the Commissioners of Woods  
and on being certified by the County Surveyor to be in good repair  
become a Road repairable by the inhabitants of the Township in  
which it is situate and accordingly be maintained as a highway by  
and at the expense of the Highway Authority for the time being  
having jurisdiction over such township And by the said Act it  
is also provided that any such Agreement may also contain any other  
terms conditions or provisions that may be agreed on and that the same  
shall be effectual as if expressly sanctioned by the said Act And  
under the said Act it will be the duty of the County Surveyor from  
time to time on the application of such Commissioner as aforesaid  
to inspect any such Highway and if it appears to him to be in good  
repair to certify the fact under his hand to the Clerk of the Peace  
for the County who is to file the certificate with the Records of the  
County And whereas the several roads or portions of roads  
hereinafter agreed to be repaired or made are not yet repairable by  
the inhabitants of any Parish or Township or any Highway Authority  
Now these Presents witness and the said George Culley as  
such Commissioner as aforesaid and the Board hereby mutually agree  
as follows that is to say

1. The several roads or portions of roads in Burley Township described  
in the First Schedule hereunder written shall be put into good

- repair at the expense of Her Majesty Her Heirs and Successors.
2. The several roads or portions of roads in Burley and Broomy Townships described in the second Schedule hereunder written shall be made at the expense of Her Majesty Her Heirs and Successors.
3. When and so soon as the said roads or portions of roads or any of them shall be certified in accordance with the provisions of the said Act by the County Surveyor to be in good repair they shall hereupon become roads or a road repairable by the inhabitants of the Township in which the same are or is situated and accordingly be maintained as highways or a highway by and at the expense of the Highway Authority for the time being having jurisdiction over such township In Witness whereof the said George Colley has hereunto set his hand and the Board have caused their Common Seal to be hereunto affixed the day and year first above written

The First Schedule

Description of Road	Width
1. The Road from Burley to Lyndhurst between the points marked A and B on the plan attached hereto and shown by the green line hereon between those points in length two miles six furlongs or thereabouts.	Existing width of road to be maintained
2. The Road from near Words corner via Prikers Close farm to Durmast Hill between the points marked C and D on the said plan and shown by the green line thereon between those points in length four furlongs or thereabouts	Existing width of road to be maintained
3. The last mentioned road between the points marked E and F on the said plan and shown by the green line thereon between those points in length two furlongs twenty seven poles or thereabouts	Existing width of road to be maintained
4. The Road from Durmast Hill through Holmsley Enclosure to the Road from Christchurch to Lyndhurst between the points marked G and I on the said plan and shown by the red line thereon between those points in length One mile seven furlongs or thereabouts	Existing width of road to be maintained but to be widened to twelve feet on the hill approaching the Railway Crossing



# The Second Schedule

Description of Road	Width
1. A road from Ellingham by Milkham Enclosure to the Road from Ringwood to Romsey near Bratley Wood between the points marked K and L on the said plan and shown by the yellow line thereon between those points in length three miles five furlongs or thereabouts.	The road to be 15 feet between the sides of the ditches 12 feet thereof to be metalled.
2. A road from a point on the last mentioned road to a point on the boundary between Broomy Downship and Minstead Parish between the points marked M and N on the said plan shown by the yellow line thereon between those points in length six furlongs twenty nine poles or thereabouts.	The Road to be 15 feet between the sides of the ditches 12 feet thereof to be metalled.
3. The road from Overmast Hill to Holmsley Station between the points marked G and H on the said plan and shown by the green line thereon between those points in length one mile one furlong twenty poles or thereabouts.	The road to be 15 feet between the sides of the ditches 12 feet to be metalled.

sb/2884/10

Geo Cullley *(Lt.)*  
 Seal of the Highway Board for the District of Ringwood

Signed by the above named George Cullley  
 J Russell Sowray  
 Office of Woods &c  
 Mitchell Place

The Common Seal of the Ringwood Highway Board was hereunto affixed at a Meeting of the said Board duly held this seventh day of June 1893 in the presence of  
 Fred. Neal - Chairman  
 George P. Brown - Clerk

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

A. G. Hewlett  
 Keeper of the Records

3<sup>rd</sup> August 1893

JMB



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462 on 2d

The interest in this has been transferred to the  
Princess Royal Colliery Co. (Incorporated in 1900)  
27/1/07

Dated 22<sup>nd</sup>  
July 1892

# His Indenture

Dean Forest  
George Colley Esq  
Esq  
of Woods

made the twenty second  
day of July One thousand and eight hundred and ninety three  
Between The Queen's Most Excellent Majesty

of the first part George Colley Esquire, Esq, a Commissioner  
of Woods and Gravelter of the Forest of Dean in the County of  
Gloucester of the second part and The Princess Royal  
Colliery Company, Limited (the Registered Owners of  
the Flour Mill Gale or Colliery in the Forest of Dean) &  
hereinafter called "the said Owners" of the third part

Witnesseth  
The Registered  
Owners of the  
Flour Mill  
Gale.

that in consideration of the sum of Fifteen  
pounds fifteen shillings paid by the said Owners before  
the execution of these presents to the said George Colley as  
such Commissioner as aforesaid for the value of the timber and  
other trees severed from the line of the tramway hereinafter  
licensed and also of the rent covenants and conditions hereinafter  
reserved and contained He the said George Colley as such  
Commissioner and Gravelter as aforesaid DOETH by these presents

Licence  
to make a  
tramway in  
connection with  
the Gale.

Give and Grant unto the said Owners their heirs executors  
administrators and assigns his license and authority to  
construct a tramway in the Forest of Dean from the Flour Mill  
Pits to the Park Gutter Pits as shewn by a red line on the  
plan annexed to these presents To hold use and enjoy  
the said tramway and the license hereby granted unto the  
said Owners their heirs executors admors and assigns for the

Term 31 years  
from 25<sup>th</sup> Dec<sup>r</sup>  
1892

term of Thirty one years from the twenty fifth day of Dec<sup>r</sup>  
1892 to be held and enjoyed in connection with and for the  
purposes of the said Flour Mill Gale or Colliery and subject  
to the provisions of Rule 3 of the Second Schedule to the Award  
of Coal Mines of 1841 Paying therefor yearly on the

Rent £1  
per Annum

24<sup>th</sup> day of December in every Year during the said term unto  
Her Majesty Her Heirs and Successors the yearly rent of One  
pound And the said Owners do hereby for themselves  
their heirs executors administrators and assigns covenant with  
the Queen's Majesty Her Heirs and Successors in manner  
following

1. To pay the said rent at the times aforesaid.
2. To maintain fencing to protect the said tramway where  
necessary and to provide gates at all crossings where required  
as to do by the Deputy Surveyor of the Forest of Dean.  
Provided always that if at any time during the said

term the said Flour Mill Gale or Colliery shall be surrendered or given up to Her Majesty or the grant thereof otherwise determined or if the said tramway shall cease to be used for the purposes of the said Flour Mill Gale or Colliery for a period of twelve consecutive months and to be held in connection therewith then the license hereby granted shall cease and determined.

Provided also that if the said Owners their heirs executors administrators or assigns shall make default in paying the said rent of One pound for twenty days after the same shall have become due or shall not perform and fulfil the covenants

hereinbefore contained then this license shall cease and be void And Her Majesty Her Heirs and Successors the Commissioners of Woods or the Gaffer of the Forest of Dean may enter upon the said tramway and the same with all and singular iron or other rails and machinery and other matters and things then being on the said tramway may possess and enjoy or dispose of for the use of Her Majesty Her Heirs and Successors as Her and their absolute property.

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 a entry of such deposit by the Keeper of the said Records and Inrolments.

In witness <sup>whereof the said George Culley has hereunto set his hand and seal with the Seal of the Princess Royal Colliery Company Limited</sup> the day and year <sup>the said George Culley has hereunto set his hand and seal to be officiated first above written.</sup>  
Geo Culley Seal of the Princess Royal Colliery Company Limited

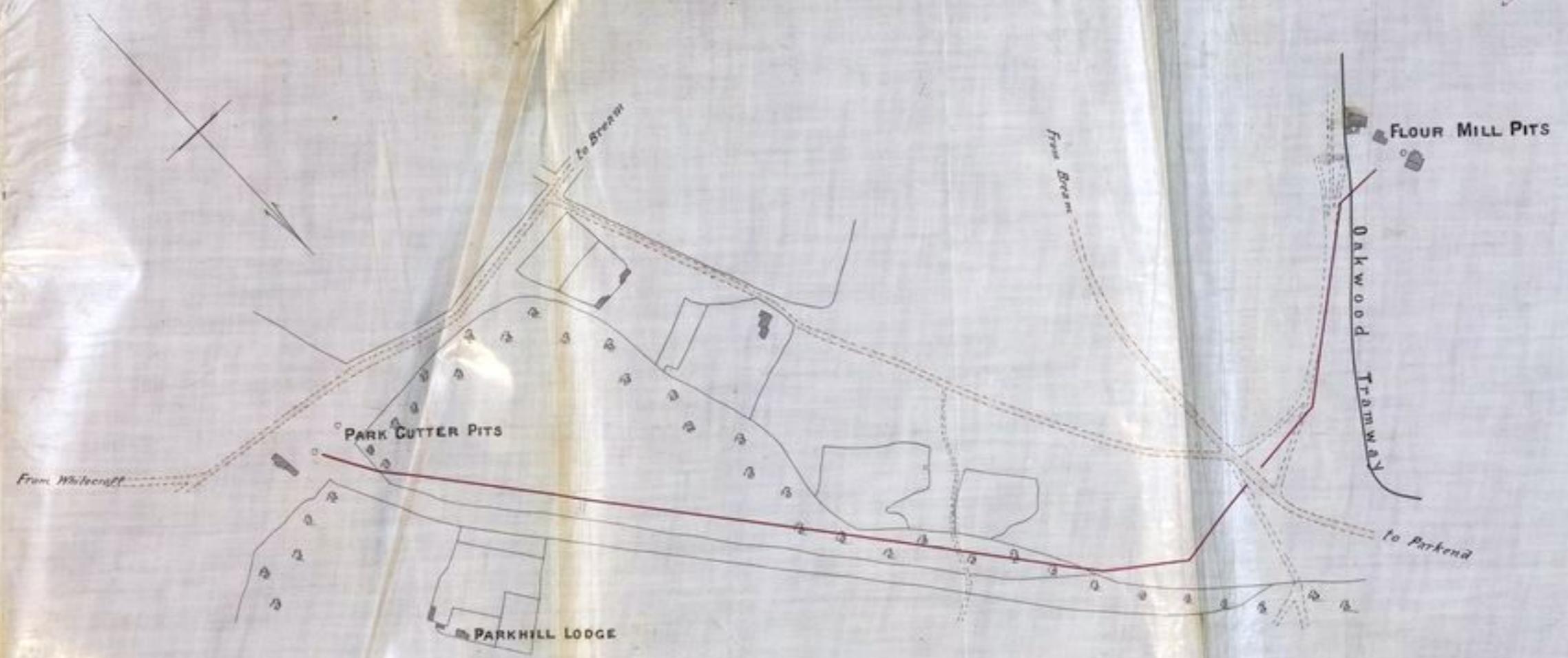
Signed sealed and <sup>delivered by</sup> ~~delivered~~ the within named George Culley in the presence of  
I Russell Lowray  
Office of Woods &  
Mitchell Place

The Common Seal of The Princess Royal Colliery Company Limited was hereunto affixed pursuant to an Order of the Board of Directors and in the presence of  
Fred<sup>r</sup> Winterbottom - Director  
J F Hewings - Secretary

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

<sup>203</sup> 29<sup>th</sup> July 1893.  
A G Hewlett  
Keeper of the Records

OS. XXXIX. 9-13114 ✓



Scale 3-157 Chains to an Inch.

The content in this has been transferred  
to the Princess Royal Colliery Co (incorporated in 1907)  
C.H.H.  
27/1/07

Dated 22<sup>nd</sup>  
July 1893

**This Indenture** made the twenty second day of July 1893 Between George Cullley Esquire, C.B., the Commissioner of Her Majesty's Woods Forests and Dean Forest Land Revenues in charge of the Forest of Dean in the County of Gloucester and also the Gaveller of the said Forest of the first part and The Princess Royal Colliery Company Limited, hereinafter called the Licensees of the second part Whereas the Licensees are ~~to~~<sup>or</sup> claimed to be the Owners of the Gales or Collieries in the said Forest called or known as the Princess Royal Gale and the Prince of Wales Gale which Gales or Collieries adjoin each other in the Yorkley Seam of Coal but by the Grant on the 15<sup>th</sup> day of October 1888 of the Prince of Wales Gale a barrier of Coal twenty yards in width is directed to be left in such Gale against the line of boundary stones Nos<sup>d</sup> 114 and 115 And whereas the Licensees have

applied to the said George Cullley as such Commissioner and Gaveller as aforesaid for permission to work the coal which may be found in the portions hereinafter described of the said barrier of Coal so directed to be left in the said Prince of Wales and Princess Royal Gales and for permission to carry and convey to land through any pit or pits belonging to the Prince of Wales and Princess Royal Gales coal gotten from the Yorkley Seam in those Gales which permissions the said George Cullley has agreed to grant subject to the Covenants conditions and stipulations hereinafter contained And whereas a notice has been published for three consecutive weeks in the Dean Forest Guardian Newspaper circulating in the said Forest of Dean of the intention to license the removal of the portions of the Gales and to work said barriers which are the subject of this license in pursuance of the Act of the 24<sup>th</sup> & 25<sup>th</sup> Vict. Chap: 40 and no valid objection has been sustained to the grant of such license and permission

**Licence** Now this Indenture witnesseth that he the said George Cullley as such Commissioner and Gaveller as aforesaid in exercise of the powers or authorities for this purpose given to or vested in him by the said Act of the 24<sup>th</sup> & 25<sup>th</sup> Vict: Chapter 40 and of all other powers in anywise enabling him in this behalf Doth by these presents give and grant to the Licensees their successors executors administrators and assigns his license and authority (determinable nevertheless as hereinafter provided) to remove work and dispose of the

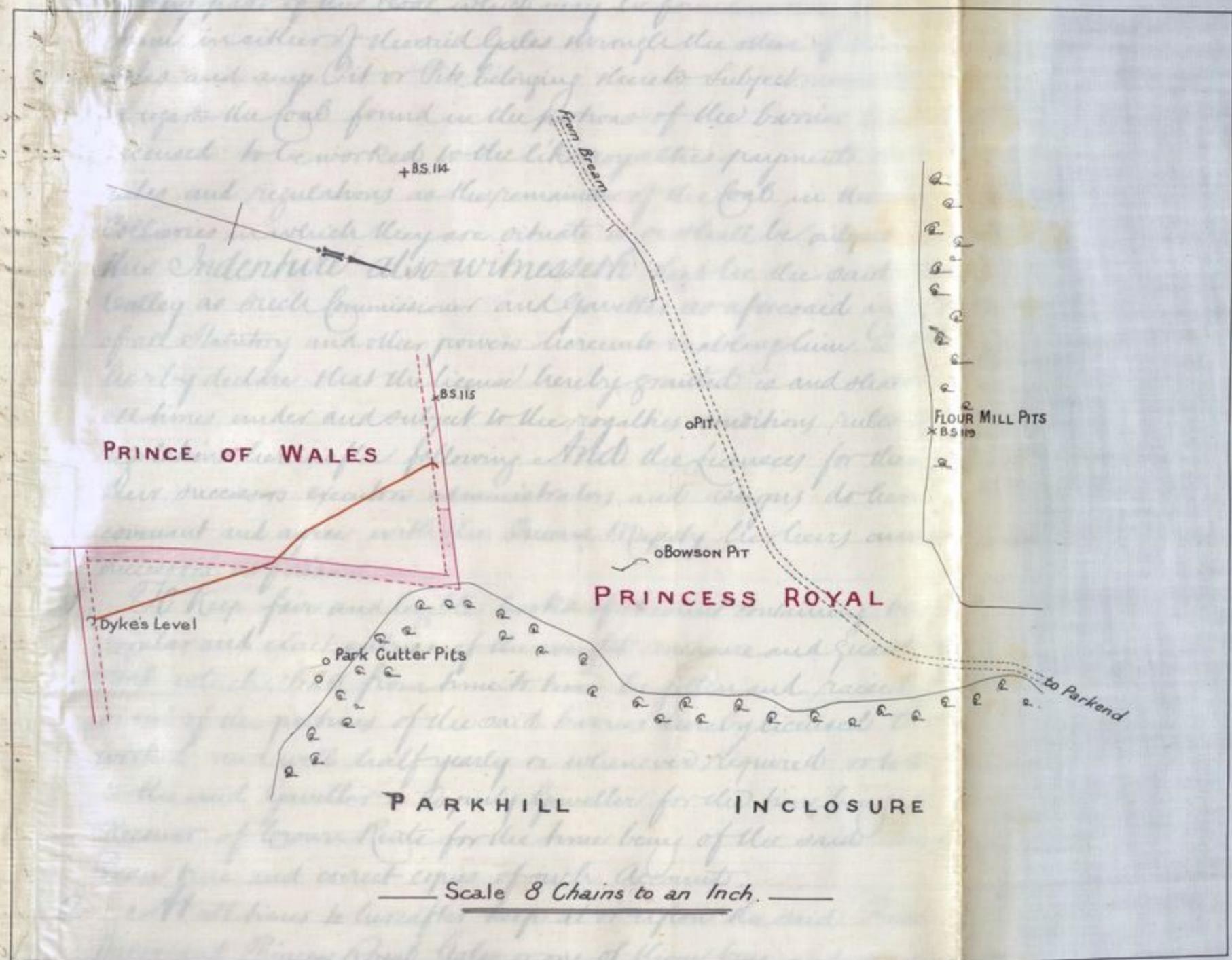
through each other

Coal which may be found in so much and such parts of the said barrier of Coal in the Yorkley Seam of Coal directed to be left in the Prince of Wales Gale against the line of boundary stones Nos 114 and 115 as is coloured pink on the plan drawn in the margin of these presents and to carry and convey to land all or any part of the Coal which may be found in the Yorkley Seam in either of the said Gales through the other of the said Gales and any Pit or Pits belonging thereto Subject nevertheless as regards the Coal found in the portions of the barrier herebefore licensed to be worked to the like royalties payments conditions rules and regulations as the remainder of the Coal in the respective Collieries in which they are situate is or shall be subject to And this Indenture also witnesseth that he the said George Colley as such Commissioner and Gavelles as aforesaid in exercise of all Statutory and other powers hereunto enabling him *DO* hereby declare that the license hereby granted is and shall be at all times under and subject to the royalties conditions rules and regulations hereinafter following And the Licensees for themselves their successors executors administrators and assigns do hereby covenant and agree with the Queen's Majesty her heirs and successors as follows:

1. To keep fair and legible books of account containing true regular and exact entries of the weight measure and quantity of Coal which shall from time to time be gotten and raised from or out of the portions of the said barrier hereby licensed to be worked and will half yearly or whenever required so to do render to the said Gavelles or Deputy Gavelles for the time being or the Receiver of Crown Rents for the time being of the said Forest of Dean true and correct copies of such Accounts.
2. At all times to hereafter keep at or upon the said Prince of Wales and Princess Royal Gales or one of them true and correct plans measurements and sections of all workings and explorations in such Gales or Collieries and true and correct plans measurements and sections of all workings and explorations in the portions of the said barrier in the respective Gales hereby licensed to be worked all such plans measurements and sections to be plotted to a scale of three chains to an inch and kept fully dialled up every three months.
3. At all times when required so to do to produce and shew unto the Deputy Gavelles or to Her Majesty's Receiver for the time being of

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Coal which may be found in so much and such parts of the said barrier of coal in the Yorkley Seam of coal directed to be left in the Prince of Wales Gate against the line of boundary stones



and sections of all workings and explorations in the portions of the said barrier in the respective Gates hereby licensed to be worked all such plans measurements and sections to be plotted to a scale of three chains to an inch and kept fully dialled up every three months.

3 At all times when required so to do to produce and shew unto books of Account plans measurements and sections as aforesaid to the Deputy Gaveler or to Her Majesty's Receiver for the time being of

the said Forest and permit and suffer them or either of them to examine the same and take any extracts from or copies of the same or any of them And also to give any explanation that may be required in relation to the same or any of them.

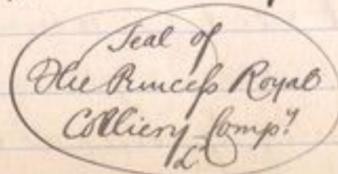
4. Provided always And it is hereby declared and agreed and these presents are upon this express condition that no coal shall at any time without further license in writing of the Gaveller of the said Forest in that behalf be carried or conveyed through the said Prince of Wales and Princess Royal Gales except coal gotten from the Forkley Seam in either of such Gales and except coal so carried and conveyed under the authority of some license already or that may hereafter be granted by the Gaveller or Deputy Gaveller of the said Forest.

5. And it is hereby agreed and declared that the several provisions conditions and clauses hereinbefore contained so far as they in any manner relate to the working of any Coal in the Prince of Wales and Princess Royal Gales (including the portions of the said barrier hereby licensed to be worked) shall be deemed to be conditions rules and regulations of those Gales.

6. And further that this License may be revoked or put an end to by the Gaveller for the time being of the said Forest on the thirtieth day of June or the thirtieth first day of December in any year upon giving to the Licensees their successors or assigns or any of them or leaving for them or any of them at their or any of their last known or usual registered Office or place of business in England or on any part of either of the said Gales three calendar months previous notice in writing of his intention to determine the same.

And the said George Sulley 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 Sulley has hereunto set his hand and seal and the Licensees have caused their Common Seal to be hereunto affixed the day and year first above written.

Geo Sulley



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

J Russell Jowray  
Office of Woods, P  
Mickhall Place

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

Fredk. Winterbotham - Director  
J H. Tewings - Secretary

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

29<sup>th</sup> July 1893.

H. G. Hewlett  
Keeper of the Records

Dated 4<sup>th</sup> February  
1893—

Forest of Dean  
and Hundred  
of St. Bricwels

The Registered  
Owners of the  
Gale of foal  
called the New  
Alexandria  
Collicry

The Queen's  
Most Excellent  
Majesty

Release  
of  
Shortworkings

**This Indenture**

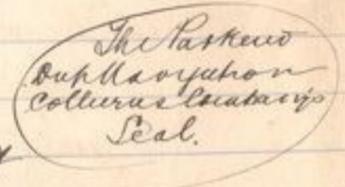
made the fourth day of February  
one thousand eight hundred and ninety three. Between  
The Parkend Deep Navigation Collicry  
Company Limited Parkend near Lydney  
in the County of Gloucester, the Registered Owners of  
the Gale of foal called the New Alexandria Gale  
granted to A William under a regrant dated  
the sixth day of September one thousand eight hundred  
and eighty seven hereinafter called the "Registered  
Owners" of the first part GEORGE SULLY Esquire  
a Commissioner of Her Majesty's Woods and Her  
Majesty's Gaveler 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 it has been agreed between the Registered  
Owners and the said George Sully as such Commissioner  
and Gaveler as aforesaid that in consideration of the  
reduction of the Dead-Rent of Three hundred and  
fifty pounds per Annum reserved in respect of the said  
Gale to one hundred and seventy five pounds per annum  
for three years from the thirty first day of December one  
thousand eight hundred and ninety 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 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 for the period from  
the first day of January one thousand eight hundred and  
ninety one to the thirtieth day of June one thousand  
one thousand eight hundred and ninety one in respect  
of the said Gale and which amount to the sum of  
Eighty seven pounds ten shillings being an amount  
equal to the rent payable in respect of the said  
Gale during the aforesaid period 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 all powers of taking being 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.

2. That nothing herein contained shall diminish or trespass any rights or powers of reentry or other rights or powers of Her Majesty her heirs and Successors in respect of the said Gale 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 & 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 Culley has hereunto set his hand and seal the day and year first above written.

J. H. Deakin } Directors  
J. J. Hockaday }  
J. J. Hockaday Secretary



Geo. Culley (S)

Signed sealed & delivered by the above named George Culley in the presence of 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 & Inrolments & an entry thereof made or filed by me

28th April 1893

H. J. Hewlett  
Keeper of the Records

B  
Given up 29 Sept 1898  
see file 1068

Dean Forest  
Easements  
H. Crawshaw  
& Co.

260 Gentlemen,

Office of Woods, &c  
6th March 1893

Dean Forest  
Lightmoor Colliery.

Permission  
to erect a line of  
telephonic poles

With reference to your application of the 31<sup>st</sup> of  
I have to inform you that I am willing to allow  
you to erect and maintain a line of telephone  
poles commencing at Lightmoor Colliery and following  
the existing roadway in an easterly direction up  
to Cinderford Brook subject to the following conditions

An annual acknowledgment of ten shillings  
to be paid on the 25<sup>th</sup> of March in each year  
during the continuance of this permission the poles  
to be erected in positions to be approved of by the  
Crown's Deputy Surveyor and any damage done to  
the Crown property is to be made good by you.

The permission to be during the pleasure of  
this Department and on its termination you are, if  
required, to remove the poles and restore the surface of  
the ground to the satisfaction of the Department.

If you desire to accept this offer you will  
be good enough to sign and return the enclosed letter  
before the 25<sup>th</sup> Inst<sup>t</sup> when the necessary instructions  
will be issued to the Deputy Surveyor.

I am, Gentlemen  
Your obedient Servant  
Geo: Culley.

Mess<sup>rs</sup> H. J. Crawshaw & Co. Limited.  
Cinderford,  
Gloster

Sir,

Cinderford.  
Dean Forest.  
Lightmoor Colliery  
March 1893

We beg to acknowledge the receipt of your letter of  
the 6th March 1893. and accept the offer therein contained  
of permission to erect a line of telephonic poles as therein  
specified and we agree to pay the acknowledgment and to  
observe the conditions mentioned in your said letter.

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

Your obedient Servants  
H. J. Crawshaw & Co. L<sup>td</sup>  
(S<sup>rs</sup>) Fred: Morgan

*B*  
Given up 29 Sept 1898  
see file 1068

Dean Forest  
Easements  
H. Cranshaw  
Esq.

260  
Gentlemen,

Office of Woods, &c  
6th March 1893

Dean Forest  
Lightmoor Colliery

Permission  
to erect a line of  
telephone poles

With reference to your application of the 31st I have to inform you that I am willing to allow you to erect and maintain a line of telephone poles in the following direction up



and following  
direction up  
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ten shillings  
each year  
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To George Fuller Esq. L.B.  
Commissioner of Her  
Majesty's Woods

observe the conditions mentioned in your said letter.  
Your obedient servants  
H. Cranshaw Esq. and  
(Sd) Fred. Morgan

Dean Forest  
Trainway  
through Lining  
Wood

M. W. Colchester  
Wynys.

Towns



Dean Forest  
Tramway  
through Lining  
Wood

376 Sir,

Office of Woods &c  
25<sup>th</sup> March 1893

Dean Forest

With reference to your Letter of the 15<sup>th</sup> Instant transmitting a plan of the proposed tramway through Lining Wood I am directed by Mr. Culley to inform you that he is prepared to grant to you a license (so far as he had power to do so) to construct a tramway through Lining Wood as shown by the red line between the points A and B on the plan enclosed herewith upon the following conditions.

A yearly rent of £10. to be paid for the privilege and the license to be during pleasure but subject to six months notice on either side before determining it.

Any trees removed or damaged in the making or repairing of the tramway to be paid for by you at the valuation of the Crown's Deputy Surveyor.

On the determination of the license you are required to remove the tramway and restore the surface of the ground.

You will be good enough to state whether you desire to accept a license on these terms.

I am &c

Mr W. Colechester Wemyss Esq:  
Westbury Court, Westbury on Severn  
Newnham, Glos.

J Russell Surveyor

376

Westbury Court

Dear Sir,

27/3/93.

Allow me to ask you to thank Mr. Culley for the concession intimated in your letter of the 25<sup>th</sup> March.

I am perfectly satisfied with the conditions except as regards the six months notice, unless I may conclude that this power reserved on behalf of the Crown will not be exercised except under most exceptional circumstances, provided the payments for the license are regularly made.

It is evident that the consequences to the Company might be most serious, if such a notice were given.

The question of re-opening the works is now

3

3245  
allow  
home  
0.00

M. W. Colechester  
Wemyss  
Lansbury

Dean Forest 376  
Tramway  
through Lining  
Wood

Office of Woods &c  
25<sup>th</sup> March 1893

Dean Forest

M. W. Colchester  
Winyats

With reference to your Letter of the 15<sup>th</sup> Instant  
transmitting a plan of the proposed tramway through  
Lining Wood I am directed by Mr. Hulley to inform you  
that he is prepared to grant to you a license (so far  
as he had power to do so) to construct the same

James Fox



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solely dependent upon a sufficient Capital being forthcoming; enough all but about £500 has been promised.

Yrs faithfully  
M. W. Colchester - Wemyss

J. Russell Lowry Esq:  
Office of Woods &c  
1 Whitehall Place. S W

Dean Forest 415  
Tramway thro'  
Living Wood

Sir,

Office of Woods &c  
30th March 1893

Dean Forest

Tramway through Living Wood

To  
M. W. Colchester -  
Wemyss

In reply to your letter of the 27th Inst.

I am directed by Mr Culley to state that he is willing to extend the term of notice from 6 months to 12 months

Will extend term  
of notice from 6  
months to 12 months

If you now accept these terms the lease can be made to take effect as from the 25th Inst.

I am &c

J. M. Duncan

M. W. Colchester - Wemyss Esq:  
Westbury Court  
Westbury on Severn  
Nurnham Glos

Yours

New Forest  
Leasements  
Road at Brockenhurst  
To H. Williams

Terms of  
permission to  
gravel and  
maintain a  
path

Handwritten initials or signature at the bottom right of the page.

B

ning i

New Forest  
Casements 502

Sir,

Office of Woods  
29<sup>th</sup> April 1893

Road at Brokenhurst

To H Wilkinson

Terms of  
permission to  
gravel and  
maintain a  
track

New Forest

With reference to your application to make and maintain a gravelled track across the Crown waste adjoining your Property at Brokenhurst I have to inform you that I am willing to grant you permission to make and maintain during the pleasure of this Department a gravelled track across the Crown Waste as shown by pink colour on the accompanying tracing subject to your paying an acknowledgment of Five pounds on the 5<sup>th</sup> of April in each year during the continuance of the permission and to your undertaking to restore the surface of the soil on the determination of the permission.

The acknowledgment to be paid in advance on the 5<sup>th</sup> April in each year, the first payment to be made at once as the road was made before the 5<sup>th</sup> Instant and on your signing and returning the accompanying letter and paying Five pounds to the Deputy Surveyor, Mr W<sup>m</sup> Lascelle's, will be instructed to allow you to proceed with the road.

I am &amp;c

Geo: Fulley.

Hugh Wilkinson Esq:  
Oak House  
BrokenhurstBrokenhurst  
2<sup>nd</sup> May 1893

Sir,

New Forest

I beg to accept your offer of permission to make and maintain during the pleasure of your Department a track across the Crown Waste at Brokenhurst as shown on the plan accompanying your Letter of the 29<sup>th</sup> Ult<sup>o</sup> and I agree to pay the acknowledgment and to observe the conditions therein specified.

I am &amp;c

Hugh Wilkinson

George Fulley Esq: L B  
Commissioner of N. W. Woods &c



New Forest 812

Telegraph  
poles from  
Brook to  
FritthamTo  
Postmaster  
Generalis for  
on to erect

Sir,

Office of Woods, &c  
19<sup>th</sup> June 1893

New Forest

With reference to your letter of the 2<sup>nd</sup> Inst I am directed by Mr Culley to state that he cannot admit that the Telegraph Acts render unnecessary the consent of the Commissioner of Woods on behalf of Her Majesty to the erection of poles on roads the soil of which is in Her Majesty in right of Her Crown.

Mr Culley will however, subject to the payment by the Postmaster General to the Crown of an annual acknowledgment of 2/6 during the continuance of the permission, consent to the erection of the poles as shown upon the plan enclosed herewith on the understanding that the Postmaster General is to make good any damage done to the Property in the execution of the work and to remove his wires posts &c at any time on receipt of 3 months notice to that effect. The telegraph poles should not be more than 12 feet high excepting where they support the wires across a road.

On your signifying your assent to these terms instructions will be given accordingly to the Deputy Surveyor of the New Forest.

The Secretary  
General Post Office.

I am, &amp;c

J. Russett Lowray

1731811

Sir,

General Post Office, London  
19<sup>th</sup> July 1893

I am directed by the Postmaster General to thank you for the consent conveyed in Mr Lowray's letter of the 19<sup>th</sup> Ultimo respecting the proposed line of telegraph to Frittham Post Office.

I am, however, to point out that he possesses under the Telegraph Acts a right to erect telegraphs on all public roads and streets, subject to certain conditions.

These conditions do not include the reservation of any right of veto in virtue of the ownership of the soil of such public road or street, and the Acts do not make any special exemption in this respect in favour of the Crown.

New Forest  
Telegraph  
poles from  
to FritthamTo  
General  
OfficeAgreeing  
modification  
is to height  
poles.

JRS

New Forest 812

Telegraph poles from Brook to Bitham to Postmaster General

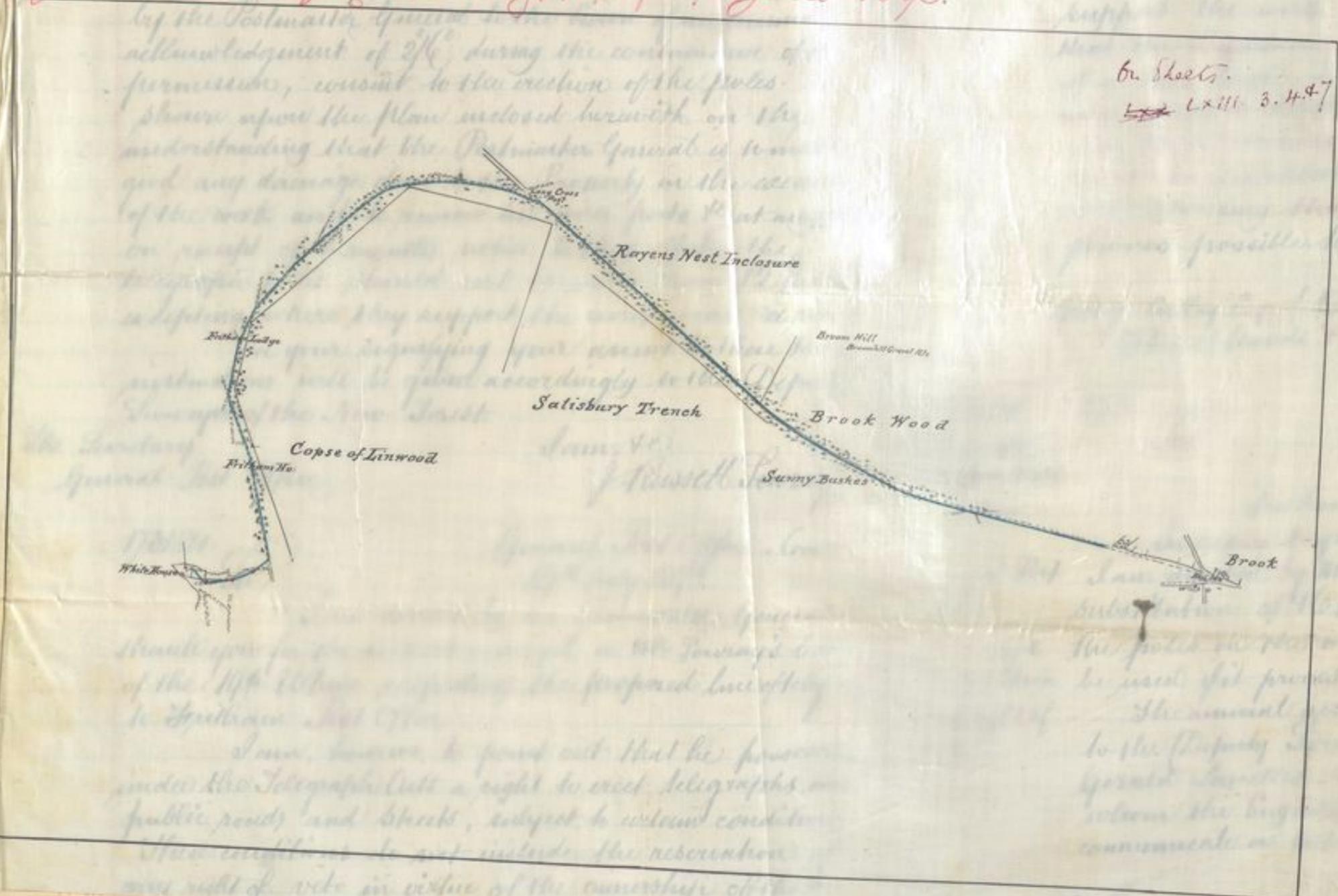
Sir,

New Forest

Office of Woods, &c  
19th June 1893

With reference to your letter of the 2nd Inst I am directed by Mr Sully to state that he cannot admit that the Telegraph Acts render unnecessary the consent of the Commissioner of Woods on behalf of Her Majesty to the erection of poles on roads the soil of which is in Her Majesty's right of Sovereignty.

Copy Plan accompanying letter to G.P.O. of 4th June 1893.



6r. Sheets.  
Lx III. 3. 4. 7

of such public road or street, and the Acts do not make any special exemption in this respect in favour of the Crown.

Mr Arnold Murray is conditions stated in Mr. Sully's Statutory rights and privilege that the consent is only Department is legally same.

I am to express a satisfactory to you With regard to

MP

B

Mr Arnold Murray is, however, prepared to accept the conditions stated in Mr Lowray's letter without prejudice to his statutory rights and privileges and on the understanding that the consent is only granted in so far as your Department is legally entitled to give or withhold the same.

I am to express a hope this undertaking will be satisfactory to you

With regard to the stipulation that the poles should not exceed 12 feet in height, except where they support the wires across a road, I am to explain that the Department's Engineer is of opinion that poles of a less height than 14 feet cannot safely be erected and that a height of 16 feet would be preferable.

In these circumstances you may perhaps not object to substituting "16 ft" for "12 ft" on the understanding that shorter poles will be used if it proves possible to do so without danger

I am &c

(sd) John Ardron

George Culley Esq: (B)  
Office of Woods &c

New Forest 975  
Telegraph poles from Brook to Tritham.

Office of Woods &c  
21<sup>st</sup> July 1893

New Forest

Tritham Telegraph line

In reply to your letter of the 19<sup>th</sup> Inst (No 113.184) I am directed by Mr Cutler to state that he agrees to the substitution of "16 feet" for "12 feet" as the height of the poles on the understanding that shorter poles will be used if it proves possible to do so without danger.

The annual acknowledgment of 2/6 should be paid to the Deputy Surveyor of the New Forest, The Honble Gerald Lascelles, Queen's House, Lyndhurst, with whom the Engineer in charge of the wires should communicate as to the most suitable sites for the poles

I am, &c

J Russell Lowray

The Secretary  
General Post Office

MS

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