

Indenture

Dated 18th October 1873. **At Witte or Cocquet** of an Indenture made the 18th October 1873. Between John Minnall of The Hawthorns ~~in the Hawthorns~~ in the Parish of Berron in the County of Worcester Gentⁿ of the one part and John Stallard of the City of Worcester Gentleman of the other part Whereby after reciting the grant of a Crown Lease dated 25th October 1870 to Messrs Minnall & Stallard of certain waste land in Ruardean Walk in the Forest of Dean to be held in connection with the Small Profit Gale for a term of Twenty one years from 24th June 1869 And further reciting that for the consideration therein mentioned and in pursuance of an Agreement entered into between the said John Minnall and the said John Stallard He the said John Minnall did thereby assign and transfer unto the said John Stallard his executors and assigns **All that the one equal undivided moiety half part or share of him the said John Minnall of and in All and singular the said piece or parcel of land and other hereditaments and premises thereinbefore described and comprized by the said recited Indenture of Lease of 25th October 1870. To have and to hold the said undivided moiety hereditaments and premises unto the said John Stallard his executors and assigns for the residue then to come and unexpired of the said term of 21 years upon trust and subject to the proviso for redemption thereafter mentioned As appears,**

Lease of 25 Oct 1870 not intud. (see drafts of that year.) further ass't. Stallard to Minnall's Chancery part of 341

Further assign. 27th Oct. 1882. 1873. 16 p. 326.

Dated January
Dean Forest
The Hon James Howard Commiss^r. Her Majesty's Woods & Forests
— and
Mr. Geo. Teague

Agreement for letting a r^o of 1. 2. 3 of at Minsey Littledean Salmer War the Forest Dean on a tenancy from Sept. 1873

Rent £2. 7

Yearly Tenancy

Dated 9th January 1874

Dean Forest

The Hon^{ble} James K Howard a Commiss^r of Her Majesty's Woods &c

and Mr. George Teague

Agreement for letting 1. 2. 3 of Land at Minsey in Littledean or Sahmer Walk in the Forest of Dean on a yearly tenancy from 29th Sept. 1873.

Rent £2. 7. 6

Memorandum of Agreement

made the ninth day of January One thousand eight hundred and seventy four Between The Queen's Most Excellent Majesty of the first part The Honorable James Kenneth Howard a Commissioner of Her Majesty's Woods Forests and Land Revenues of the second part and George Teague of Drybrook near Mitcheldean in the County of Gloucester Farmer of the third part.

The said James Kenneth Howard as such Commissioner as aforesaid agrees to let to the said George Teague who agrees to take as yearly Tenant to Her Majesty from the twenty ninth day of September One thousand eight hundred and seventy three All that piece or parcel of Pasture or Meadow land with the appurtenances situate at Minsey in Littledean or Sahmer Walk in the Township of East Dean in Her Majesty's Forest of Dean in the County of Gloucester containing by recent admeasurement one acre two roods and three perches now in the occupation of the said George Teague or his Undertenant being N^o 1343 on Gibbin's Map of the said East Dean Township 1856 reserving to the Crown all Timber and other Trees upon the said premises At the yearly rent of Two pounds seven shillings and six pence payable half yearly on the twenty fifth day of March and the twenty ninth day of September in every year clear of all taxes and deductions And the said George Teague agrees to pay to Her Majesty the said yearly rent of Two pounds seven shillings and six pence in manner aforesaid and to pay all rates and taxes charges assessments and outgoings in respect of the said premises (except income or property tax) To keep and also to give up at the end of the Tenancy the said piece or parcel of land and premises with all erections and buildings (if any) then being thereon and all fences belonging to the said premises in good and tenantable repair And the said George Teague hereby agrees to execute if required such further Agreement to be enrolled in the Office of Land Revenue Records and Inrolments as may be necessary for confirming this Agreement and in the meantime to hold the said premises as a yearly Tenant to Her Majesty upon the terms above mentioned In witness whereof the said parties of the second and third parts have hereunto subscribed their names.

James K Howard
George Teague

Signed

Signed by the said James Kenneth Howard in the presence
of

J Russell Conway
Office of Woods P
Mithell Place

Signed by the said George Deague in the presence of
William Lebriskie
Herbert Lodge

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

H. G. Hewlett
Keeper of the Records
10th January 1874

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1874
Deposited
Dated 3
January
Deau St

Licence
for a tran
in connec
with Regul
Colliery M
Term of
years from
5 Jan 1874

1st Tramway licence granted on the 5th Jan - for a term of 21 years

Deputy Gavellee Licence

Dated 31st January 1874

Deau Forest

License

for a Tramway in connection with Regulator Colliery N^o 4

Term of 21 years from 5th Jan 1874

presence

deposited and an

Whereas William Edward Brain of Hereford and James Albert Brain of The Hawthorns in the County of Gloucester now hold a Gale of Coal in the Forest of Dean and Hundred of St Briavels in the County of Gloucester called the Regulator N^o 4 Colliery and have requested Thomas Forster Brown the Deputy Gavellee of the said Forest to grant to them the said William Edward Brain and James Albert Brain the license or right to make and form a Tramway and to have the use and enjoyment thereof as aftermentioned, and the Honorable James Kenneth Howard the Commissioner of Her Majesty's Woods Forests and Land Revenues to whom the management and direction of the Royal Forests with the duties and powers appertaining thereto have been assigned by order under the hands of the Lords Commissioners of Her Majesty's Treasury hath signified his consent by a writing under his hand that such license should be granted Now therefore I the said Thomas Forster Brown as such Deputy Gavellee as aforesaid in pursuance of all powers vested in me in this behalf and with such consent as aforesaid Do grant unto the said William Edward Brain and James Albert Brain and all other persons or person for the time being Owners or owner of the said Colliery a licence to make a road or tramway of 12 feet broad across the open Forest commencing at a point near the works of the said Regulator N^o 4 Colliery and marked A upon the plan drawn in the margin of these presents and extending as shewn by a red line upon the said plan up to the point marked B in the fence of the Great Western Railway and continuing on the western side from a point marked C in the fence on that side of the Railway to a point in the tramway held in connection with the Drybrook Iron Mine marked D upon the plan for the purpose of carrying on the work or works opened or to be opened by virtue of the said Gale and to use and occupy the same for the purpose aforesaid but for no other purpose whatsoever To hold the said license unto the said William Edward Brain and James Albert Brain and such other person or persons as aforesaid for the term of 21 years from the 5th day of January 1874 Subject to the rules and regulations set forth in the second Schedule to the Award of the Dean Forest Mining Commissioners relating to the working of the Gales Pits Levels and Works of Coal Mines within the said Forest and Hundred Provided always and this License is upon Condition that if the said Tramway is not constructed and completed within the first Two years of the said term of 21 years or in the event of the completion thereof as aforesaid if the same is not constantly used for the purposes 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 said
Deputy Gaveler shall be conclusive evidence then in either of the said
cases this License shall be absolutely void.

Dated this thirty first day of January 1874

J. Forster Brown - Deputy Gaveler

Dated
January

Dean

The Hon
James
Howard

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 said Deputy Gaveler shall be conclusive evidence then in either of the said cases this License shall be absolutely void, -

Dated this thirty first day of January 1874

J. Forster Brown - Deputy Gaveler



Dated
January

Dean

The Hon
James
Howard

Council
Majesty
&c

Mr. Ed
Foyall

Lea

piece of
land at
Haywood
in the
of East
the Forest
to be let
connection
the Rich
Gate or Co

Comm: 25
sum granted
Copies 25

Perit
per

Forfeited 28 May 1885 see Plot 1056 336

This Indenture made the seventeenth day of January
January 1874 One thousand eight hundred and seventy four
Dean Forest **James Kenneth Howard** the Commissioner of Her Majesty's Woods Forests and
Land Revenues to whom the management and direction of the Royal Forest of
The Hon^{ble} Dean with the duties and powers appertaining thereto have been duly assigned
James K Howard a and Edward Foxall of Rock House Leindersford in the Township of East
Commis^r of Her Majesty's Woods the said Edward Foxall is the Registered Owner of a certain Gale or Colliery
or part of a certain Gale or Colliery in the said Forest of Dean called or
known as **Richard White's Colliery** and as such Registered Owner
lately applied to the said James Kenneth Howard as such Commissioner as
aforesaid (in whom the powers given to the Commissioners for the time being
of Her Majesty's Woods Forests Land Revenues Works and Buildings by the
Act 1st and 2nd Victoria Chapter 43 are now vested to grant to him a Lease
of the piece or parcel of land part of the unenclosed waste land of the
said Forest hereinafter more particularly described for the purposes hereinafter
mentioned and whereas the said James Kenneth Howard as such
Commissioner as aforesaid hath agreed to grant such lease to the said
Edward Foxall for such term at such rent upon such conditions and
subject to such covenants and restrictions as are hereinafter reserved and
contained in the Township of East Dean in the Forest of Dean and County of Gloucester containing by recent admeasurement
four acres one rood and thirty three perches which said piece of land is part
of the unenclosed waste land of the said Forest and is more particularly described
in 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 with reference to the said excepted premises **To have and to hold**
the said piece of land unto the said Edward Foxall his heirs executors
administrators and assigns subject nevertheless to the provisions of the Act
of Parliament 1st and 2nd Victoria Chapter 43 for the term of **Thirty one**
years from the twenty fifth day of September One thousand eight hundred
and seventy three (determinable nevertheless as hereinafter contained) for the

Lease of a piece of waste land at or near Haywood Plantation in the Township of East Dean in the Forest of Dean and County of Gloucester containing by recent admeasurement four acres one rood and thirty three perches which said piece of land is part of the unenclosed waste land of the said Forest and is more particularly described in 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 with reference to the said excepted premises **To have and to hold** the said piece of land unto the said Edward Foxall his heirs executors administrators and assigns subject nevertheless to the provisions of the Act of Parliament 1st and 2nd Victoria Chapter 43 for the term of **Thirty one years** from the twenty fifth day of September One thousand eight hundred and seventy three (determinable nevertheless as hereinafter contained) for the

Comm^r 25th Sep^r 1873
Ten grants Year 31
Copies 25th Sep^r 1904
Rent L9
per Annum

year of the
said
of the said
by Gaveller

purpose of erecting thereon such houses buildings or machinery as the Commissioner for the time being in charge of the said Forest or other the proper Officer or Officers of the Crown for the time being exercising the powers now exercised by the said James Kenneth Howard in or over the said Forest shall in writing under his or their hand or hands personally sanction such erections buildings and machinery to be held and used in connection with the said Gale or Colliery and for the more convenient working of the same and for no other purpose whatsoever Yielding and paying therefor yearly and every year during the said term unto the Queen's Majesty her heirs and successors the rent or sum of nine pounds of lawful money of Great Britain to be paid half yearly on the twenty fifth day of March and the twenty fifth day of September in every year by equal payments without any deduction for land tax or any other present or future taxes sewer or other rates charges assessments or impositions whatsoever the first of such payments to begin and be made on the twenty fifth day of March One thousand eight hundred and seventy four **And** the said Edward Foxall doth hereby for himself his heirs executors administrators and assigns covenant with the Queen's Majesty her heirs and successors that he the said Edward Foxall his heirs executors administrators or assigns will during the continuance of this demise pay unto the Queen's Majesty her heirs and successors the said yearly rent of nine pounds on the days hereinbefore appointed for payment thereof without any deduction or abatement whatsoever **And** also will 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 **And** also that he the said Edward Foxall his heirs executors administrators or assigns will forthwith well and sufficiently enclose and fence in the said land hereby demised to the satisfaction of the said James Kenneth Howard or other the Commissioner or other Officer or Officers for the time being exercising the powers now exercised by the said James Kenneth Howard and will during the continuance of this demise at their own costs keep the same so well and sufficiently enclosed and fenced in as aforesaid **And** shall and will at all times 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 will 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 possession 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 that it shall be lawful for the said James Kenneth Howard or other the Commissioner or other Officer or Officers aforesaid or the Deputy Surveyor or Deputy Gavelled for the time being of the said Forest with or by 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 And the said Edward Foxall doth hereby for himself his heirs executors admors and assigns further covenant with the Queen's Majesty her heirs and successors that he the said Edward Foxall his heirs executors admors or assigns or any other person or persons will not at any time during the continuance of this demise without the consent in writing of the said James Kenneth Howard as such Commissioner as aforesaid or other the Commissioner or other Officer or Officers aforesaid for that purpose first had and obtained erect build or set up or permit or suffer to be erected built or set up upon the said piece or parcel of land hereby demised or any part of the same any house building or machinery whatsoever other than and except such as are hereby expressly sanctioned or authorized to be made erected or set up 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 connexion with the said Gale or Colliery and for the more convenient working of the same and in strict conformity with (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 Lead or Coal Mines in the said Forest of Dean and Hundred of St Briavels and will not 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 do or suffer to be done any act or thing whatsoever which may be or become a nuisance annoyance or disturbance to the Queen's Majesty her heirs or successors or to the Owners or Occupiers of any contiguous premises And also that he the said Edward Foxall his heirs executors admors or assigns will at the end or other sooner determination of the said term peaceably and quietly leave surrender and yield up unto the Queen's Majesty her heirs and successors or to the said James Kenneth Howard as such Commissioner as aforesaid or other the Commissioner or other Officer or Officers aforesaid on behalf of Her Majesty or to whom he or they shall direct or appoint to receive the same the said demised premises in good and proper repair order and condition And also will at his and their own costs within three Calendar months from the respective dates thereof cause

all Assignments which may at any time hereafter be made of these
 Presents or of the premises hereby demised to be enrolled in the Office of
 Land Revenue Records and Enrolments and Minutes or Books thereof
 respectively to be entered in the Office of the said Commissioners of Her
 Majesty's Woods Forests and Land Revenues 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 Richard
 White's 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 lastly
 And these Presents are upon this express condition that if the said rent of
 Nine 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 said Edward Foxall his heirs executors
 admors and assigns do not in all things observe perform and keep all and
 singular the covenants provisions conditions and restrictions herein contained
 and on his and their parts 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 it shall be lawful for Her Majesty her heirs and
 successors or the said James Kenneth Howard as such Commissioner as
 aforesaid or other the Commis^r or other Officer or Officers aforesaid on
 behalf of Her Majesty her heirs and Successors ^{into} and upon the said
 demised premises or any part of the same in the name of the whole to
 reenter and the same thenceforth to have again retain repossess and enjoy
 as in her or their former Estate and the said Edward Foxall his heirs
 exors admors and assigns and all other occupiers thereof thereout and
 from thence to expel put out or amove this present Indenture or anything
 herein contained to the contrary thereof notwithstanding And the said
 James Kenneth Howard 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 hereunto set their hands and seals the day and year
 first above written.

James K. (D.) Howard

E. (S.) Foxall

Signed sealed and delivered by the within named James

Kenneth Howard in the presence of
J Russell Lowray
Office of Woods &
Mitchell place

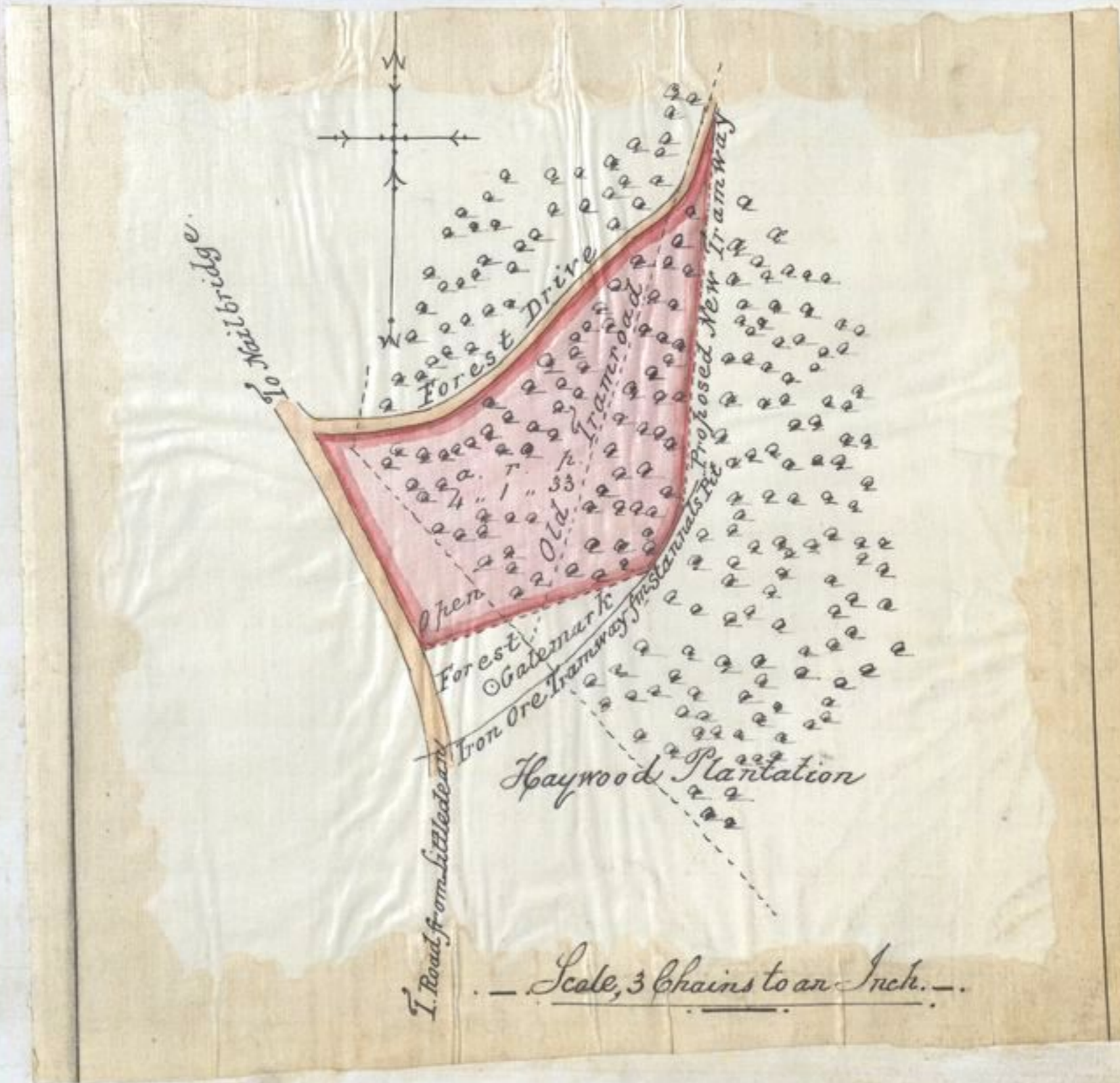
Signed sealed and delivered by the within named Edward Foxall
in the presence of

William Collingbourne
No 11 Lady Belle gate Street
Gloucester

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. Newlett
Keeper of the Records

19th January 1874



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Agreement

Dated 1st Jan^y 1874
 A Minute or Cogquet of an Indenture made the 1st Jan^y 1874 Between William Stallard of the City of Hereford Gentleman of the first part John Stallard of the City of Worcester Gentleman of the second part Sarah Minnall of Eccleswall Court in the Parish of Linton in the Co. of Hereford Widow of the 3rd part and Jacob Chivers of Kidwelly in the Co. of Carmarthen Esquire of the fourth part M^{rs} Welby after reciting the grant of a Crown Lease dated 25th October 1870 by which a piece or parcel of land with a Messuage & other tenements thereon were demised unto the said John Minnall and William Stallard their exors admors and assigns for the term of 21 years from the 21st June 1869 to be held in connection with the Small Profit Gale or Colliery And also reciting that in pursuance of an Agreement entered into between the said John Minnall of the one part and the said William Stallard of the other part and for the consideration therein mentioned He the said William Stallard agreed to purchase All that the one equal undivided moiety half part or share of him the said John Minnall in the said premises demised by the said Indenture of Lease of 25th Oct^r 1870 and that by a deed of Assignment of 18th October 1873 the undivided moiety half part or share of him the said John Minnall became vested in the said John Stallard and that the said John Stallard should stand seized and possessed of the said premises Upon trust that if the said William Stallard his heirs exors admors or assigns should pay the said John Stallard his exors admors or assigns the consideration money therein mentioned then to assure the said hereditaments & premises to the said William Stallard his exors admors or assigns And whereas the said John Chivers agreed to purchase the leasehold hereditaments and premises comprised in the said Indenture of Lease of 25th October 1870 (together with other premises) for the consideration moneys therein mentioned It was witnessed that he the said William Stallard (as to the one undivided moiety of him the said William Stallard of and in the leasehold hereditaments & premises intended to be thereby assigned) did thereby assign unto the said Jacob Chivers his exors admors and assigns and the said John Stallard (as to the one undivided moiety or half part or share of him the said John Stallard in the said premises) and by the direction of the said William Stallard did thereby assign unto the said Jacob Chivers his exors admors and assigns All and singular the hereditaments and premises comprised in and demised by the hereinbefore recited Indenture of Lease of 25th October 1870 To have and to hold the hereditaments and premises thereby assigned unto the said Jacob Chivers

Dean Forest

Cogquet of conveyance

of Crown Lease

of 25th Oct^r 1870,

of a piece of land

with Messuage &

thereon to be held

in connection with

the Small Profit

Colliery.

W^m Stallard

and others

to

Jacob Chivers

provis. ass.

but ante

p. 331-

Lease of 25th Oct^r

1870 not but!

See drafts of the

see.

Further Assign

27th April 1882

of 1873: 16. p. 336

the 1st Jan^y
 Lord Gentleman
 Gentleman
 in the
 part and
 Esquire
 of a crown
 of land
 unto
 and
 to be held
 also reciting
 the said
 Lord of the
 the said
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 Oct 1870
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 leasehold
 by assign
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 or share of
 by the direction
 the said Jacob
 hereditaments
 recited
 the
 Jacob Flivers

his executors and assigns for all the residue then unexpired of
 the said term of 21 years at the rent and subject to the covenants and
 conditions by and in the said Indenture of Lease reserved and contained
 as appears &c

Surrender

Dated 31st December 1873. **This Indenture** made the thirty first day of
 December One thousand eight hundred and seventy three Between
 William Kendrick Smithyman and John Cholditch
 Sean Forest both of Newuliam in the County of Gloucester Wine Merchants of
 the first part the within named James Kenneth Howard
 M^r. W^m. Kendrick of the second part and The Queen's Most Excellent Majesty
 Smithyman and of the third part Whereas the messuago land and hereditaments
 John Cholditch demised by the within written Indenture which is dated the
 twenty first day of December One thousand eight hundred and fifty
 five and is made between the Queen's Majesty of the first part
 the said James Kenneth Howard of the second part and John
 Coleman of the third part are now vested in the said William
 Kendrick Smithyman and John Cholditch for the residue of the
 term of twenty one years thereby granted And whereas the said
 William Kendrick Smithyman and John Cholditch have agreed to
 surrender the said Lease and the said James Kenneth Howard
 has with the approbation of the Commissioners of Her Majesty's Treasury
 consented to accept such Surrender Now this Indenture witnesseth
 that in pursuance of the said Agreement The said William Kendrick
 Smithyman and John Cholditch with the consent of the said James
 Kenneth Howard testified by his executing these presents do hereby
 surrender to the Queen's Majesty her heirs and successors All that
 the messuago called the Speech House and the land and other
 hereditaments demised by the within written Indenture And all the
 Estate right and interest whatsoever of them the said William Kendrick
 Smithyman and John Cholditch respectively therein To the intent and
 purpose that the residue now unexpired of the said term of
 twenty one years granted by the within written Indenture may be
 merged and extinguished in the reversion freehold and inheritance
 of the said hereditaments thereby demised now vested in Her Majesty
 And the said William Kendrick Smithyman and John Cholditch
 do hereby for themselves their heirs executors and admors Covenant with
 the Queen's Majesty her heirs and successors that they the said
 covenanting parties have not nor shall either of them done or been
 party or privy to any act or thing whereby they are or can be
 prevented from surrendering the said premises in manner aforesaid
 And the said James Kenneth Howard 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

Original Lease
 Entered in Book 7

... day of
... Between
Cholditch
... merchants of
Howard
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... William Kendrick
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... William Kendrick
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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.

William R Smithyman (S)
John Cholditch (S)
James R Howard (S)

Signed sealed and delivered by the above named William Kendrick
Smithyman in the presence of
Augustus H Maule
Esq.
Newnham Gloucestershire

Signed sealed and delivered by the above named John Cholditch
in the presence of
Augustus H Maule

Signed sealed and delivered by the above named James Kenneth
Howard in the presence of
J Russell Sowray
Office of Woods &
Milkhall 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.

A G Hewlett
Keeper of the Records

23rd January 18th 11

2024

Schedule

Dated 31st December 1873

Col of Gloucester

The Hon^{ble}

Mr K Howard

a Commis^r of Her

Majesty's Woods &

— to —

Mr Joseph

W J Boyce

Lease of the

Speech House and

Land in the

Forest of Dean.

Comm^d 25th Sept 1873

Term of years 14

Expires 25th Sept 1887

Rent £55 per

Annum

This Indenture

made the thirty first day of December One thousand eight hundred and seventy three Between The Queen's Most Excellent Majesty of the first part The Honorable James Kenneth Howard a Commissioner of Her Majesty's Woods Forests and Land Revenues in charge of certain parts of the Land Revenues of the Crown (including among other parts thereof the Lands and hereditaments hereinafter mentioned) of the second part and Joseph William John Boyce of The Speechhouse in the Forest of Dean in the County of Gloucester hereinafter called "the said Lessee" of the third part Witnesseth that in consideration of the Rents and Covenants hereinafter reserved and contained on the part of the said Lessee to be paid and performed The said James Kenneth Howard as such Commissioner as aforesaid in exercise of the powers of an Act of Parliament of the tenth George 4th Chapter 50 and of an Act of the 14th and 15th years of the reign of Her present Majesty Chapter 112 and of all other powers and authorities enabling him so to do Both on behalf of The Queen's Majesty demise and lease unto the said Lessee his executors admors and assigns **All that** messuage or dwellinghouse called or known as the Speech House with the garden and outbuildings thereto belonging **And all those** three pieces or parcels of land held therewith situate in Speech House Walk in Her Majesty's Forest of Dean in the County of Gloucester which said premises contain together with the site of the said messuage and buildings fifteen acres and seven perches or thereabouts and are particularly described in the Schedule hereunder written and are also delineated and colored pink on the plan in the margin of these presents Except and Reserving unto the Queen's Majesty her heirs and successors all timber and other trees tallars pollards spires and Saplings whether on Stools or otherwise and all Mines and mineral substances whatsoever and all quarries of Stone and Veins or beds of Clay Brick and Tile Earth Gravel Sand and other substrata in or upon the said premises with full liberty for Her Majesty her heirs and successors and for the Commissioner or Commissioners for the time being of Her Majesty's Woods Forests and Land Revenues in charge of the said premises hereinafter called the said Commissioner or Commissioners or her his or their Officers Grantors Agents and Servants or any of them with or without horses cattle carts and Carriages from time to time to enter upon the said premises hereby demised to view cut down grub up saw work and convert the said trees tallars pollards spires and saplings and to dig search for and get work dress and make merchantable

the said Mineral substances stone clay brick and tile earth gravel sand and other substrata and the said excepted premises or any part thereof respectively to carry away and for the several purposes aforesaid to make and erect all requisite warehouses Engines machines Sheds sawpits and other conveniences on the said demised premises To have and to hold the said premises hereby demised unto the said Lessee his exors admors & assigns from the twenty fifth day of September One thousand eight hundred and seventy three for the term of **Fourteen years** Paying therefor unto The Queen's Majesty her heirs and successors during the said term the clear yearly rent of fifty five pounds by equal quarterly payments upon the twenty fifth day of December the twenty fifth day of March the twenty fifth day of June and the twenty fifth day of September in every year during the first thirteen years and three quarters of a year of the said term the first of such payments to be made on the twenty fifth day of December one thousand eight hundred and seventy three and the rent for the last quarter of a year of the said term to be paid on the twenty fifth day of June next preceding the expiration of the said term **And also** paying yearly in like manner during the said term unto The Queen's Majesty her heirs and successors the further yearly rent of Forty pounds for every acre of land hereby demised which consists of meadow or pasture land and so in proportion for any less quantity than an acre thereof which shall at any time be ploughed broken up or used otherwise than as meadow or pasture land without the previous licence and consent in writing of the said Commissioner or Commissioners the said additional rent of forty pounds per acre to be paid quarterly at or upon the days of payment aforesaid the first payment thereof to begin and to be made on such of the said days of payment as shall next happen after the said additional rent or rents shall have been incurred which said rent of forty pounds per acre is not to be considered as reserved by way of penalty but as a liquidated and fixed rent agreed to be paid in the case aforesaid All which said several rents hereinbefore reserved or such of them as may from time to time be payable are to be paid into the hands of Her Majesty's Receiver for the time being of the rents and profits of the said premises free from all present and future taxes charges assessments and other impositions whatsoever except Landlords Property tax **And** the said Lessee doth hereby for himself his heirs exors admors and assigns **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 or sum of fifty five pounds and (if and when the same shall

- become payable) the said additional rent hereby reserved upon the respective days and in manner aforesaid.
2. To pay the land tax tithes rent charges in lieu of tithes and all drainage or sewer rates and all other rates charges rates assessments and impositions whatsoever now or at any time hereafter to be taxed charged rated assessed or imposed in respect of the said premises (except the Landlord's property tax) Together with a proportionate part of such outgoings up to the day of the end of this demise.
 3. To keep in good and substantial repair during the said term the said Messuage and other Buildings hereby demised and all other buildings from time to time erected on the said premises together with all fixtures therein and also the Walls Gates Stiles hedges and fences thereto belonging and paint and tar in a proper manner such parts of the said Messuage buildings and fences as have been usually painted and tarred.
 4. To clear out and cleanse in a proper manner all the ditches, watercourses sluices sewers and drains belonging to the said premises and in case the said Lessee shall at any time neglect or omit to cleanse the said ditches watercourses sluices sewers and drains as aforesaid the said Court or Comm^{rs} may cause the same to be done and charge the expense thereof to the said Lessee which may be recovered as Rent hereby reserved and in arrear.
 5. To insure forthwith and at all times keep insured the said messuage and buildings hereby demised and all other Buildings that may at any time during the said term be erected on the said premises from damage by fire in the joint names of The Queen's Majesty her heirs and successors and of him the said Lessee or his executors or assigns in some or one of the Public Offices of Insurances to be approved of in writing by the said Commissioner or Commissioners in such sum or sums of money as shall be equal to three fourth parts at the least of the actual value thereof respectively and to show whenever required so to do to Her Majesty's said Receiver of the said premises the Policy of Insurance and the Receipt or Receipts for the premium in respect of such Insurance for the current year and in default of such Insurance being so effected or of the production of the policy or receipt or receipts as aforesaid the Queen's Majesty her heirs or successors or the said Court or Commissioners may insure the said messuage and buildings in such name or names as she he or they may think fit in such amount as hereinbefore is mentioned or in any less amount and all monies paid by Her

Majesty her heirs or successors or by the said Commissioner or Commiss^{rs} for such insurance shall be recoverable as rent hereby reserved and in arrears and in case the said Messuage and buildings or any part thereof shall during the said term be destroyed or damaged by fire then as often as the same shall happen all such sums of money as shall be received by virtue of such Insurance shall forthwith be applied in rebuilding and reinstating the same messuage or buildings to the satisfaction of the said Commiss^{rs} or Comm^{rs} or his or their Surveyor and in case the monies to be received by virtue of such Insurance shall not be sufficient for that purpose he the said lessee will make good the amount of every such deficiency.

6. To cultivate and manage all the said Land hereby demised in a proper and husbandlike manner and to keep the same clean and in good heart and condition.

7. To permit the said Commiss^{rs} or Comm^{rs} or his or their Agent at all reasonable times in the day time to enter into and upon the said premises and to examine the state of the repairs cultivation and condition thereof and to take any Map or Plan of the said premises and in case the said messuage and buildings or the fences of the said land or any part thereof shall upon such examination be found defective or out of repair or in case the said land shall be found not in a good and proper state of cultivation and condition and notice in writing of any such matters shall be given to the said lessee or left on the said premises he the said Lessee will make good in a substantial manner within the space of three calendar months next after every such Notice shall have been so given or left as aforesaid all such defects and wants of repair and amend such condition or state of cultivation as aforesaid to the satisfaction of the said Commissioner or Commissioners and if the said repairs and amendments shall not be well and sufficiently made good within the time expressed in any such notice as aforesaid the said Commissioner or Commiss^{rs} may cause the same to be done and to charge the said Lessee with the expense of such repairs and amendments the amount of which may be recovered by distress or otherwise as rent hereby reserved and in arrears.

8. To yield up on the expiration or other sooner determination of the said term to The Queen's Majesty her heirs or successors or to the said Commiss^{rs} or Comm^{rs} all the said premises hereby demised as to the said messuage and buildings and the fixtures therein and the fences gates and hedges in good and substantial repair and as to the said land in a good and proper state of cultivation and in good heart and condition.

9. To lay up and stack in every year upon the said premises all the hay

- which shall be produced upon the said lands and premises and consume such hay upon the said land and in case any hay or manure shall be sold or carried off the said premises to forfeit and pay to Her Majesty her heirs and Successors the sum of five pounds for every load of such articles respectively so sold or carried off as aforesaid to be paid as and for liquidated damages in every such case.
10. On the expiration or sooner determination of the term hereby granted to leave in the usual and proper places upon the said premises for the use of Her Majesty her heirs and successors all the dung compost and manure then being upon the said premises including such as may have arisen therefrom or been brought thereon during the last year of the said term and not to require any allowance or other compensation for the same.
11. To preserve all the Trees Tellers Pollards Spires and Saplings for the time being standing or growing upon the said premises from bite of cattle or other injury and not to cut down fell or destroy lop top or prune any of such trees tellers pollards spires or saplings under the penalty of ten pounds for every such tree teller pollard spire or sapling to be from time to time paid to the Queen's Majesty her heirs and successors as a liquidated fine in addition to the actual amount of the damage so done as aforesaid.
12. Not to raise or remove any mineral substance stone clay brick or tile earth gravel sand or substrata from the said premises nor commit or suffer any wilful or voluntary waste spoil or destruction in or upon the said demised premises or any part thereof but to use and manage the lands and premises hereby demised in a fair and husbandlike manner and not to erect any building upon the said premises without the consent in writing of the said Commr. or Commrs.
13. Not to cut for hay any of the feeding or pasture lands hereby demised but once or oftener in every year to spud and destroy the thistles and docks thereon.
14. Not to cut in any one year more than one crop of hay in any one field of meadow land hereby demised but after every second crop of hay made on the said land to spread and bestow thereon ten Cart loads per acre of good dung or other manure equivalent thereto.
15. To yield up to the said Commiss^r or Commiss^{rs} or the incoming tenant such hay upon the said premises as shall not at the expiration of the said term have been consumed on the said lands and premises by the said Lessees own cattle upon being paid for the same at a valuation to be made by arbitration in the usual manner as for consumption on the said premises.

16. Not to assign or underlet the said Premises hereby demised or any part thereof or part with the possession of the said premises or of this lease without the License and consent in writing of the said Commis^r or Commissioners.
17. To procure every Assignment which may with such license as aforesaid be made of these Presents or of the premises hereby demised or any part thereof and all Probates of Wills and Letters of Administration affecting this Lease or the term hereby granted to be within six calendar months from the date thereof enrolled in the Office of Land Revenue Records and Inrolments and a minute or docket thereof entered in the Office of the Commissioners for the time being of Her Majesty's Woods Forests and Land Revenue.
18. Provided always And these presents are upon this condition that if the said yearly rent of fifty five pounds or any part thereof or the said additional Rents hereby reserved or either of them or any part of the same respectively shall be unpaid for the space of forty days next after either of the said days hereinbefore appointed for the payment thereof respectively or in case the said Lessee his executors admors or assigns shall not observe and perform the several Covenants Agreements and Conditions herein contained and which on his or their part ought to be observed or performed or in case he or they shall be found or adjudged Bankrupt or shall either voluntarily or involuntarily do or suffer to be done any act matter or thing whereby or in consequence whereof the term and interest hereby granted or any part thereof shall without such consent as aforesaid become vested in any person or persons whomsoever except by bequest or by representation as executor or administrator then and in any of the said cases it shall be lawful for Her Majesty her heirs and successors or the said Commis^r or Commis^{rs} on behalf of Her Majesty her heirs and successors to enter into and upon and retain possession of the said hereby demised premises as fully and effectually in all respects as if these Presents had not been made And it is hereby Covenanted and declared that in case any reentry shall be made under the proviso lastly hereinbefore contained there shall be paid by the said Lessee to Her Majesty her heirs and successors in addition to any rent then due in respect of the said premises a proportionate part of the accruing rent for the then current quarter of a year from the last quarterly day for payment up to the day on which such reentry shall have been made.
19. Provided always And it is hereby agreed and declared that the powers in this lease given to the said Comm^r or Comm^{rs} to do divers acts and to take divers proceedings in case the said Lessee does not perform

and keep certain of the Covenants hereinafore contained shall be in every case deemed to be in addition to and not in substitution for the rights of the Crown in respect of or consequent upon the breach of any Covenant by the said Lessee and all such rights may be enforced in due course of Law either by proceedings to receive possession of the said demised premises or to recover damages or by other proceedings notwithstanding any of the provisions in this lease contained.

20. Provided lastly and it is hereby further agreed and declared that upon the expiration or determination of the term hereby granted the said Lessee shall not be entitled to any payment allowance compensation or right of any nature or kind soever and whether founded upon the custom of the District in which the said premises hereby demised are situated or otherwise except only such payments allowances compensations or rights as are hereinafore expressly defined and to which the said Lessee may be entitled under these Presents AND the said James Kenneth Howard doth hereby direct that this Deed shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Inrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Inrolments In witness whereof the said parties to these presents of the second and third parts have hereunto set their hands and seals the day and year first above written.

The Schedule above referred to.

N ^o on Plan	Description	Cultivation	Quantity	
			a	r p
1	Messuage Garden and Outbuildings	— — —	"	3 24
2	Field	Pasture	3	0 34
3	Ditto	ditto	7	2 38
4	Ditto	ditto	3	0 29
			15	0 7

James K (D.) Howard M. J. (S.) Boyce

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

J. Russell Lowry
Officiary of Records &c
at Mitchell Place

shall be in
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 breach of
 ay be enforced
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 proceedings
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 James Neuneth
 to be fully
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 or making
 d Inrolments
 the second
 day and

Signed sealed and delivered by the within named Joseph William
 John Boyce in the presence of
 Augustus N. Maule
 Solr.
 Newnham
 Gloucestershire

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

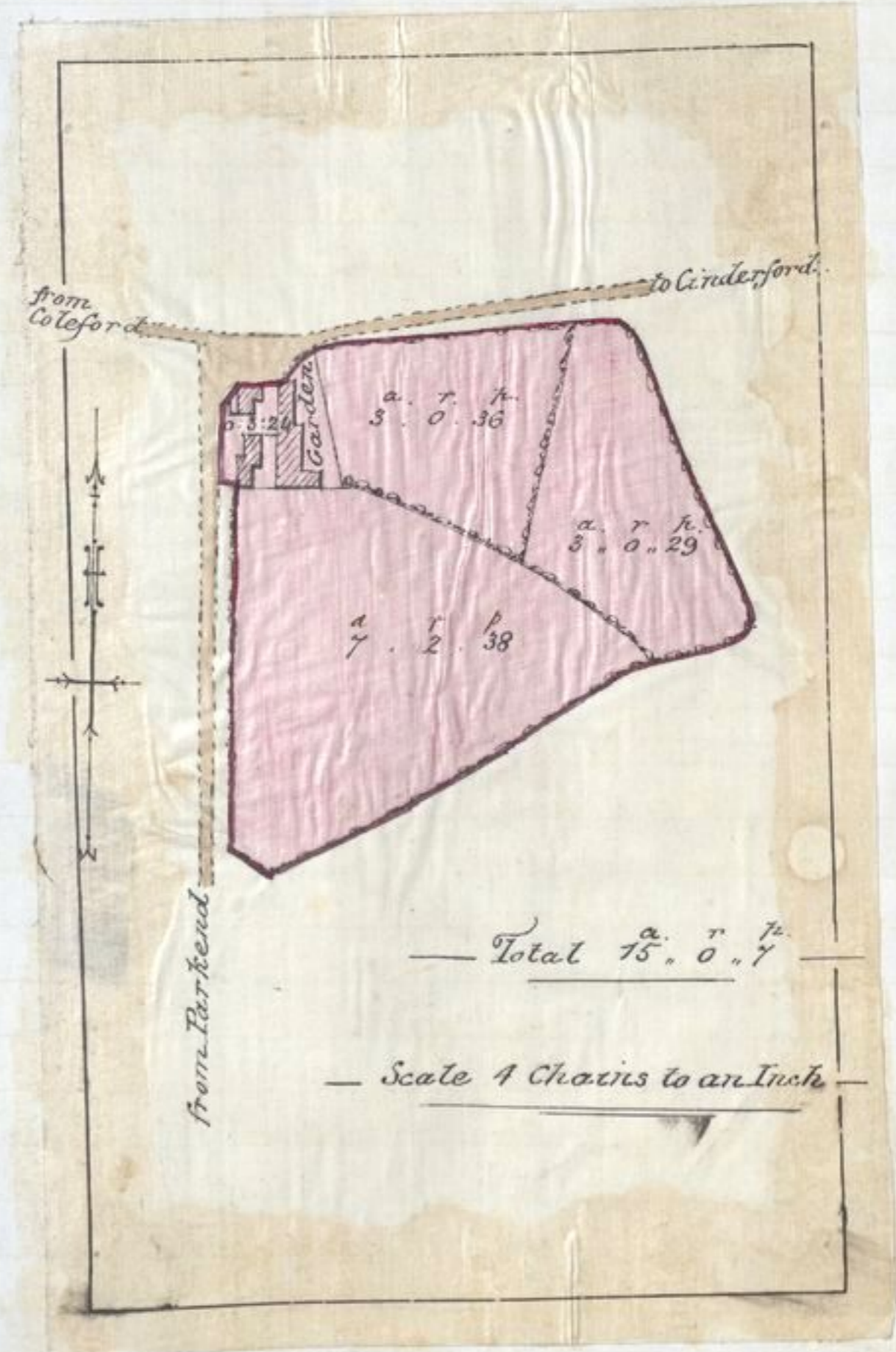
H. G. Hewlett
 Keeper of the Records.

23rd January 18th 44.

Handwritten initials

Quantity		
a	r	h
3	0	24
3	0	36
7	2	38
3	0	29
15	0	7

Boyce
 Neuneth



Schedule 1873/75

Dated 23rd
January 1874

Dean Forest

The Hon^{ble}
Jas^{rs} Howard
a Commissioner of
Her Majesty's
Woods, &c

to

The Littledean
Woodside Coal
Company (Limited)

Lease of a
piece of waste
land at Haywood
in Littledean or
Lathines Walk in
the Forest of Dean
to be held in
connection with
the Haywood
Gale.

Comm^d 31 Dec^r 1872

Term granted yrs 31

Expires 31 Dec^r 1903

Rent £3 per
Annum.

This Indenture

made the twenty third day of January One thousand eight hundred and seventy four Between The Queen's Most Excellent Majesty of the first part The Honorable James Kenneth Howard the Commissioner of Her Majesty's Woods Forests and Land Revenues to whom the management and direction of the Royal Forest of Dean with the duties and powers appertaining thereto have been duly assigned under the Act 14th and 15th Victoria Chapter forty two Section five of the second part and The Littledean Woodside Coal Company (Limited) of the third part Whereas the said Company are the Registered Owners of a certain Gale or Colliery in the said Forest of Dean called or known as Haywood Colliery and as such Registered Owners lately applied to the said James Kenneth Howard as such Commissioner as aforesaid (in whom the powers given to the Commissioners for the time being of Her Majesty's Woods Forests and Land Revenues Works and Buildings by the Act 1st and 2nd Victoria Chapter 43 are now vested) to grant to them a Lease of the piece or parcel of land part of the unenclosed waste land of the said Forest hereinafter more particularly described for the purposes hereinafter mentioned And whereas the said James Kenneth Howard as such Commissioner as aforesaid hath agreed to grant such Lease to the said Company for such term at such rent upon such conditions and subject to such covenants and restrictions as are hereinafter reserved and contained Now this Indenture witnesseth that in consideration of the premises The said James Kenneth Howard as such Commissioner as aforesaid by virtue of every power enabling him so to do Doth by these presents demise and lease unto the said Company and their successors and assigns All that triangular piece or parcel of land part of the unenclosed waste land of Her Majesty's Forest of Dean in the County of Gloucester situate lying and being at or near to Haywood Inclosure in Littledean or Lathines Walk containing by recent admeasurement two roods and nine perches which said piece of land is part of the unenclosed waste land of the said Forest and is more particularly described on the plan drawn in the margin hereof and is 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 with reference to the said excepted premises To have and to hold the said piece of land unto the said Company their successors and assigns subject nevertheless to the provisions of the Act of Parliament 1st and

2nd Victoria Chapter 43 for the term of Thirty one years from
 the thirty first day of December One thousand eight hundred and seventy
 two (determinable nevertheless as hereinafter mentioned) for the purpose
 of erecting thereon such houses buildings and machinery as the Commissioner
 for the time being in charge of the said Forest or other the proper
 Officer or Officers of the Crown for the time being exercising the powers now
 exercised by the said James Kenneth Howard in or over the said Forest
 shall in writing under his or their hand or hands previously sanction
 such erections buildings and machinery to be held and used in connection
 with the said Gale or Colliery and for the more convenient working of
 the same and for no other purpose whatsoever Yielding and paying
 therefor yearly and every year during the said term unto The Queen's
 Majesty her heirs and Successors the rent or sum of Three pounds
 of lawful money of Great Britain to be paid half yearly on the thirtieth
 day of June and the thirty first day of December in every year by
 equal payments without any deduction for Land tax or any other present
 or future taxes sewer or other rates charges assessments or impositions
 whatsoever the first two of such payments to begin and be made on
 the thirty first day of December One thousand eight hundred and seventy
 three And the said Company do hereby for themselves their successors
 and assigns Covenant with The Queen's Majesty her heirs and Successors
 that they the said Company their successors or assigns will during the
 continuance of this demise pay unto The Queen's Majesty her heirs and
 successors the said yearly rent of Three pounds on the days hereinbefore
 appointed for payment thereof without any deduction or abatement whatsoever
 And also will 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 And also that they
 the said Company and their successors and assigns will forthwith well
 and sufficiently enclose and fence in the said land hereby demised to
 the satisfaction of the said James Kenneth Howard or other the Commissioner
 or other the Officer or Officers for the time being exercising the powers
 now exercised by the said James Kenneth Howard and will during the
 continuance of this demise at their own costs keep the same so well
 and sufficiently enclosed and fenced in as aforesaid And shall and
 will at all times 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
 will 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 that it shall be lawful for the said James Kenneth Howard or other the Commissioner or other Officer or Officers aforesaid or the Deputy Surveyor or Deputy Gaveler for the time being of the said Forest with or by 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 and the said Company do hereby for themselves their successors and assigns further Covenant with the Queen's Majesty her heirs and successors That they the said Company and their successors and assigns or any other person or persons will not at any time during the continuance of this demise without the consent in writing of the said James Kenneth Howard as such Commissioner as aforesaid or other the Commissioner or other Officer or Officers aforesaid for that purpose first had and obtained erect build or set up or permit or suffer to be erected built or set up upon the said piece or parcel of land hereby demised or any part of the same any house building or machinery whatsoever other than and except such as are hereby expressly sanctioned or authorized to be made erected or set up or may be sanctioned or authorized to be made erected or set up 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 connexion with the said Gale or Leddery and for the more convenient working of the same and in strict conformity with (so far as the same may be applicable thereto) the rules orders and regulations of the Queen's 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 will not 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 do or suffer to be done any act or thing whatsoever which may be or become a nuisance annoyance or disturbance to the Queen's Majesty her heirs or successors or to the Owners or Occupiers of any contiguous premises and also that they the said Company their successors or assigns will at the end or other sooner determination of the said term peaceably and quietly leave surrender and yield up unto the Queen's Majesty her

heirs and successors or to the said James Kenneth Howard as such
 Commissioner as aforesaid or other the Commissioner or other Officer or
 Officers aforesaid on behalf of Her Majesty or to whom he or they shall
 direct or appoint to receive the same the said demised premises in good
 and proper repair order and condition. And also will at their own
 costs within three calendar months from the respective dates thereof cause
 all Assignments which may at any time hereafter be made of these
 presents or of the premises hereby demised to be enrolled in the Office
 of Land Revenue Records and Inrolments and Minutes or Acquits thereof
 respectively to be entered in the Office of the said Commissioners of Her
 Majesty's Woods Forests and Land Revenues. 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
 Haywood 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 always
 And these Presents are upon this express condition that if the said
 rent of Three pounds hereby reserved or any part of the same shall be
 unpaid for thirty days next after either of the days of payment on
 which the same ought to be paid or if the said Company their successors
 and assigns do not in all things observe perform and keep all and
 singular the covenants provisoes conditions and restrictions herein contained
 and on their parts 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 it shall be lawful for Her Majesty her heirs and successors or the
 said James Kenneth Howard as such Commissioner as aforesaid or other
 the Commissioner or other Officer or Officers aforesaid on behalf of Her
 Majesty her heirs and successors into and upon the said demised premises
 or any part of the same in the name of the whole to reenter and the
 same thenceforth to have again retain repossess and enjoy as in her or
 their former Estate and the said Company their successors and assigns
 and all other Occupiers thereof thereout and from thence to expel put
 out or amove this present Indenture or anything herein contained to
 the contrary thereof notwithstanding. And the said James Kenneth
 Howard 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
 of an entry of such deposit by the Keeper of the said Records and

Involvements In witness whereof the said James Kenneth Howard has hereunto set his hand and seal and the Littledean Woodside Coal Company (Limited) have affixed their Common Seal the day and year first above written.

James K. Howard Chairman
Edwin Crowsley
The Littledean Woodside Coal Comp^y (limited) Littledean Woodside Coal Co Limited

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

J Russell Lowray
Office of Woods & Mitchell Place

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

J G. Newlett
Keeper of the Records

24th January 1874

[Handwritten initials]

Dated
January
Deau
The
J. K. H.
a Commis
of the M
Woods &
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Tom Br
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Agree
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on a year