

## His Indenture

Dated 21<sup>st</sup> December 1893

Between The Queen's Most Excellent Majesty of the first part Edward Stafford Howard Esquire the Commissioner of Her Majesty's Woods Forests and Land Revenues in charge of the premises hereby demised of the second part and The Parkend Deep Navigation Collieries a Company, Limited, hereinafter called "the Lessees" of the third part

Witnesseth that in consideration of the rent and covenants herein after reserved and contained The said Edward Stafford Howard as such Commissioner as aforesaid by virtue of every power enabling him so to do Doth by these presents grant unto the Lessees First All those eight pieces of land containing altogether One acre and thirty eight and three quarter perches or thereabouts which said pieces of land are part of the unenclosed waste land of the said Forest and are more particularly described in part I of the Schedule hereto and are delineated on the plan annexed to these presents and are thereon coloured purple and numbered 1 to 9 inclusive except and reserving out of this demise all waste lands & mines minerals stone and substrata within or under the said land together with all rights <sup>powers</sup> and authorities incident thereto or belonging to the said excepted premises And secondly the piece of land more particularly described in Part II of the said Schedule and delineated on the said plan and thereon colored purple and No. 10 for the purpose of tip room or such other easement for the more convenient working and enjoyment and disposal of the produce of the New Fancy Gale or Colliery in the said Forest as are specified in the Act 24 and 25 Victoria Cap. 40 Section 15 To hold the said pieces of land and the said License and authority unto the Lessees subject nevertheless to the provisions of the Acts 1<sup>st</sup> and 2<sup>nd</sup> Victoria (43 and 24 and 25 Victoria C 40) from the twenty fourth day of June One thousand eight hundred and ninety two for the term of Thirty one years (determinable nevertheless as hereinafter mentioned) for the purposes of and to be held and used in connection with the said New Fancy Gale or Colliery of which the Lessees are the registered owners and for no other purpose whatsoever Paying therefor during the said term unto Her Majesty's

Dean Forest  
 Edw<sup>d</sup> Stafford  
 Howard Esq  
 a Commissioner  
 of Her Majesty's  
 Woods, &c.

Parkend  
 Deep  
 Navigation  
 Collieries  
 Limited

Lease of

Forest of Dean  
 which held in  
 connection with  
 the New Fancy  
 Gale.

Commencing  
 24<sup>th</sup> June 1892

Term 31  
 Expires 24<sup>th</sup>  
 June 1923

Rent £10  
 per Annum

No. 05. + 121 + 6

heirs and successors the yearly rent of Ten pounds, by equal half yearly payments on the twenty fifth day of December and the twenty fourth day of June in every year without any deduction or abatement whatsoever the first of such payments having become due on the twenty fifth day of December One thousand eight hundred and ninety two. And the Lessees and every of them hereby covenant with the Queen's Majesty her heirs and successors in manner following, that is to say,

1. To pay unto Her Majesty her heirs and successors the said yearly rent of Ten pounds on the days hereinbefore appointed for payment thereof without any deduction or abatement whatsoever.
2. To pay the said tax and all other taxes sewer and other rates charges assessments and impositions whatsoever which now are or at any time during the said term may be taxed assessed or imposed upon the said demised premises or any part thereof.
3. To forthwith well and sufficiently enclose and fence in the said land hereby demised to the satisfaction of the Lessor and during the continuance of this demise at their own costs to keep the same so well and sufficiently enclosed and fenced in as aforesaid.
4. At all times to maintain and keep the said demised premises in good and proper repair order and condition and with all necessary and requisite drains sewers watercourses and amendments whatsoever and to make good all damage or injury which at any time or times during the continuance of this demise may happen or be occasioned to the lands trees property or possessions of Her Majesty or of any adjoining Owner or Owners by reason of the use or occupation of the said demised premises for the purposes aforesaid. Provided that it shall be lawful for the Lessor or the Deputy Surveyor or Deputy Gaveler for the time being of the said Forest with or by his or their Workmen Servants or Agents from time to time and at all times during the continuance of this demise to enter into and upon the said demised premises for the purpose of viewing and examining the state and condition thereof.
5. NOT at any time during the continuance of this demise

without the consent in writing of the Lessor for that purpose first had and obtained to erect build or set up or permit or suffer to be erected built or set up upon the said piece of land hereby demised or any part of the same any house building or machinery whatsoever other than and except such as have been or shall be authorized by the Lessor nor use or occupy or permit or suffer the said demised premises or any part thereof to be used or occupied otherwise than for the purposes of and in connection with the said Gale or Colliery and in strict conformity with the Acts 1 and 2 Victoria C. 43 Sec 25 and 24 and 25 Victoria C. 40 Sec 6 and (so far as the same may be applicable thereto) the rules orders and regulations of the Dean Forest Mining Commissioners made for the working of Gales Pit Levels and Works of Coal or Seal mines in the said Forest of Dean and Hundred of St. Briavels and not to commit or suffer to be committed any waste spoil damage or injury to the said demised premises or any part thereof or to the enclosures lands trees property or possessions of Her Majesty or of any adjoining Owner or Owners nor to do or suffer to be done any act or thing whatsoever which may be or become a nuisance annoyance or disturbance to the Lessor or to the Owners or Occupiers of any contiguous premises.

6. At the end or other sooner determination of the said term to peaceably and quietly leave surrender and yield up unto the Lessor or his or their duly authorized Agent the said demised premises in good and proper repair order and condition.

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

Provided always and these Presents are granted upon this express condition that the said term hereby granted shall absolutely cease and determine when the said

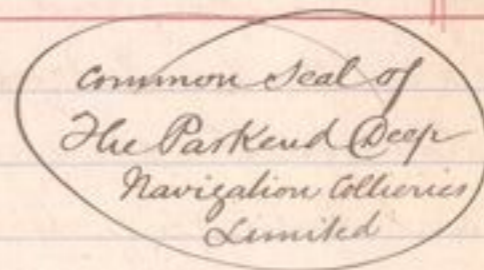
New Fanev Gale or Colliery shall be relinquished or  
 given up or cease to be worked pursuant to the rules,  
 orders and regulations of the Dean Forest Mining Commissioners  
 made for working Gales Pits Levels and works of Coal  
 or Coal Mines within the said Forest and Hundred  
 or the grant of the said Gale or work shall be otherwise  
 determined Provided also and these Presents are  
 upon this express condition that if the said rent of  
 Ten pounds hereby reserved or any part of the same  
 shall be unpaid for thirty days next after either of the  
 days of payment on which the same ought to be paid or  
 if the Lessees do not in all things observe perform and keep  
 all and singular the covenants provisoes conditions and  
 restrictions herein contained and on their part to be  
 performed and kept according to the true intent and meaning  
 of these presents then and from thenceforth and in any of  
 such cases the Lessor may reenter and retain possession  
 of the said demised premises as fully in all respects as if  
 these presents had not been made and in case of any such  
 reentry there shall be payable by the Lessees to Her Majesty  
 her heirs and successors in addition to any rent due a  
 proportionate part of the accruing rent for the then current  
 half year up to the day on which such reentry shall have  
 been made It is hereby agreed and declared that  
 the term Lessor herein means Her Majesty her heirs  
 successors and assigns or so long as the reversion of the  
 demised premises is vested in the Crown the Commissioner  
 or Commissioners Gaveller or Deputy Gaveller or other the  
 person or persons for the time being entitled by law to the  
 management and direction thereof and that all rights  
 and obligations of the Lessees under these presents shall  
 devolve with the leasehold interest hereby created and  
 be accordingly enjoyed observed and performed by the person  
 or persons in whom such interest shall for the time being  
 be vested And the said Edward Stafford Howard  
 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 Edward Stafford Howard has hereto set his hand and seal and the Company have caused their Common Seal to be hereto affixed the day and year first above written.

The Schedule above referred to.

N <sup>o</sup>	Description	Quantity		
		a	r	p
<u>Part I</u>				
1	Land and Buildings	.	3	8
2	Smith's Shop and Stabling	.	.	5
3	Office and Carpenters Shop	.	"	6 $\frac{1}{2}$
4	Cottage and garden	.	.	23
5	"	.	.	1
6	Boiler Stacks	.	.	12 $\frac{1}{4}$
7	"	.	.	6
8	Pumping Engine and boiler stacks	.	.	10 $\frac{1}{2}$
9	Winding Engine and "	.	.	6 $\frac{1}{2}$
			1	38 $\frac{3}{4}$
<u>Part II</u>				
10	Land for tip room		3	10

Edward Stafford Howard



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

J M Duncan

Office of Woods, &

Mitchell Place

The Common Seal of The Parkend Deep Navigation Collieries Limited was hereto affixed in the presence of

J H Deakin

F. J. Hockaday

F. J. Hockaday

} Directors

Secretary

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.

A G. Newlett

Keeper of the Records

3<sup>rd</sup> January 1894.

Memorandum rectifying error in lease - see page 413  
Plan in ~~Museum~~ ~~Proton~~ ~~Plan~~ No 64  
Plan No 32

# His Indenture

Dated 21<sup>st</sup> December 1893 Between Her Majesty the Queen's Most Excellent Majesty of the first part Edward Stafford Howard Esquire the Commissioner of Her Majesty's Woods Forests and Land Revenues in charge of the premises hereby demised of the second part and The Parkend Deep Navigation Collieries Limited hereinafter called "the Lessees" of the third part Witnesseth that in consideration of the rent and covenants hereinafter reserved and contained The said Edward Stafford Howard as such Commissioner as aforesaid

by virtue of every power enabling him so to do Doth by these presents grant unto the Lessees, First, All those twenty eight pieces of land containing altogether One acre one rood and four and a half perches or thereabouts which said pieces of land are part of the unenclosed waste land of the said Forest and are more particularly described in Part I of the Schedule hereto and are delineated on the plan annexed to these presents and

are thereon coloured green and numbered 1 to 28 inclusive and except and reserving out of this demise all mines minerals, licence to use and substrata within or under the said land together with all rights powers and authorities incident or belonging to the said excepted premises And secondly his license and authority to use and appropriate (subject to any rights which now exist or which may hereafter be granted therein) the waters of the two Ponds or Watercourses which are more particularly described in Part II of the said Schedule and are delineated on the said plan and are thereon coloured green and No<sup>d</sup> 29 and 30 -

To hold the said pieces of land and the said license and authority unto the Lessees subject nevertheless to the provisions of the Acts 1<sup>st</sup> and 2<sup>nd</sup> Vict. C. 13 and 24 and 25 Vict. C. 40 from the twenty fourth day of June One thousand eight hundred and ninety two for the term of Thirty one years (determinable nevertheless as hereinafter mentioned) for the purposes of and to be held and used in connection with the Parkend Gale or Colliery in the said Forest of which the Lessees are the registered Owners and for no other purpose whatsoever Paying therefor during the said term unto The Queen's Majesty

Commencing 24 June 1892  
Term — 31  
Expires 24 June 1923

Rent £7.0.0 per Annum

be 0.5.6 +10  
+++1+ ✓

her heirs and successors the yearly rent of Seven pounds by equal half yearly payments on the twenty fifth day of December and the twenty fourth day of June in every year without any deduction or abatement whatsoever the first of such payments having become due on the twenty fifth day of December One thousand eight hundred and ninety two and the Lessees and every of them hereby covenant with the Queen's Majesty her heirs and successors in manner following, that is to say:

- 1 To pay unto The Queen's Majesty her heirs and successors the said yearly rent of Seven pounds on the days hereinafore appointed for payment thereof without any deduction or abatement whatsoever.
- 2 To pay the Land tax, and all other taxes sewer and other rates charges assessments and impositions whatsoever which now are or at any time during the said term maybe taxed assessed or imposed upon the said demised premises or any part thereof.
- 3 To forthwith well and sufficiently enclose and fence in the said land hereby demised to the satisfaction of the Lessor and during the continuance of this demise at their own costs to keep the same so well and sufficiently enclosed and fenced in as aforesaid.
- 4 At all times to maintain and keep the said demised premises in good and proper repair order and condition and with all necessary and requisite drains sewers watercourses and amendments whatsoever and to make good all damage or injury which at any time or times during the continuance of this demise may happen or be occasioned to the lands trees property or possessions of Her Majesty or of any adjoining Owner or Owners by reason of the use or occupation of the said demised premises for the purposes aforesaid Provided that it shall be lawful for the Lessor or the Deputy Surveyor or Deputy Gavelled for the time being of the said Forest with or by his or their workmen servants or Agents from time to time and at all times during the continuance of this demise to enter into and upon the said demised premises for the purpose of viewing and examining the state and condition thereof.
- 5 Not at any time during the continuance of this demise without the consent in writing of the Lessor for that purpose first

had and obtained to erect build or set up or permit or suffer to be erected built or set up upon the said pieces of land & hereby demised or any part of the same any house building or machinery whatsoever other than and except such as have been or shall be authorized by the Lessor nor use or occupy or permit or suffer the said demised premises or any part thereof to be used or occupied otherwise than for the purposes of and in connection with the said Gale or Colliery and in strict conformity with the Acts 1 and 2 Victoria Cap: 3 Sec: 25 and 24 and 25 Victoria Cap: 40 Sec: 6. and (so far as the same may be applicable thereto) the rules orders and regulations of the Dean Forest Mining Commissioners made for the working of Gales Pits Levels and Works of Coal or Coal Mines in the said Forest of Dean and Hundred of Saint Briavels and not to commit or suffer to be committed any waste spoil damage or injury to the said demised premises or any part thereof or to the enclosures lands trees property or possessions of Her Majesty or of any adjoining Owner or Owners nor to do or suffer to be done any act or thing whatsoever which may be or become a nuisance annoyance or disturbance to the Lessor or to the Owners or Occupiers of any contiguous premises.

6. At the end or other sooner determination of the said term to peaceably and quietly leave surrender and yield up unto the Lessor or his or their duly authorized Agent the said demised premises in good and proper repair order and condition.

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

Provided always and these Presents are granted upon this express condition that the said term hereby granted shall absolutely cease and determine when the said Parkend Gale or Colliery shall be relinquished or given up or cease to be worked pursuant to the rules orders



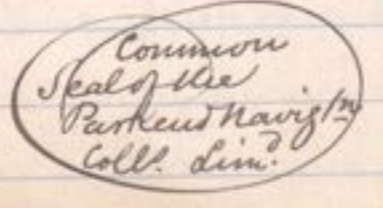
and regulations of the Dean Forest Mining Commissioners made for working Gales Pits Levels and Works of Coal or Coal Mines within the said Forest and Hundred or the Grant of the said Gale or Work shall be otherwise determined Provided also and these presents are upon this express condition that if the said rent of Seven pounds hereby reserved or any part of the same shall be unpaid for thirty days next after either of the days of payment on which the same ought to be paid or if the Lessees do not in all things observe perform and keep all and singular the covenants provisoes conditions and restrictions herein contained and on their part to be performed and kept according to the true intent and meaning of these presents then and from thenceforth and in any of such cases the Lessor may reenter and retain possession of the said demised premises as fully in all respects as if these presents had not been made and in case of any such reentry there shall be payable by the Lessees to Her Majesty her heirs and successors in addition to any rent due a proportionate part of the accruing rent for the then current half year up to the day on which such reentry shall have been made It is hereby agreed and declared that the term Lessor herein means the Queen's Majesty her heirs successors and assigns or so long as the reversion of the demised premises is vested in the Crown the Commissioners or Commissioners Gaveller or Deputy Gaveller or other the person or persons for the time being entitled by law to the management and direction thereof and that all rights and obligations of the Lessees under these presents shall devolve with the leasehold interest hereby created and be accordingly enjoyed observed and performed by the person or persons in whom such interest shall for the time being be vested AND the said Edward Stafford 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 Inrolments In witness whereof the said Edward Stafford Howard has hereunto set his hand and seal and the company have caused their Common Seal to be hereunto affixed the day and year first above written.

The

The Schedule above referred to

N <sup>o</sup>	Description	Quantity	
		a	r
<u>Part I</u>			
1	A Dwellinghouse, Carpenters and Smiths shop	"	28
2	A Cabin	"	1
3	} Winding engine house and boiler seats	"	2
4			
5	A Cabin	"	1
6	An engine house	"	3½
7	A piece of land	"	36
8	A Cabin	"	0½
9	} A Cabin and siding	"	38
10			
11	Pumping engine	"	3½
12	Engine house	"	1
13	Coal screens	"	1
14	An outbuilding	"	2
15	Boiler stacks engines &c	"	1 1½
16	" " " "	"	0½
17	Engine house and boiler stacks	"	4½
18	Winding engine and boiler seats	"	9
19	A Cabin	"	2
20	} Pond for condensed Steam and Cabin	"	3
21			
22	Carpenter's shop & Office Stable	"	3½
23	A Mill	"	2
24	A Weighing Machine	"	1
x 25	Old Winding Engine and pond	"	8½
x 26	Pumping Engine and dwellinghouse	"	2½
x 27	A Cabin	"	1
28	Three Cottages	"	8
		A	1 1 4½
<u>Part II</u>			
29	Licence house Watercourse	"	1
30	" " " "	"	35
		A	36

E Stafford & Howard



Signed sealed and delivered by the within named  
Edward Stafford Howard in the presence of  
J M Durcan  
Office of Woods &  
Whitetail Place

The Common Seal of the Parkend Deep Navigation Collieries  
Limited was herewith affixed in the presence of  
J H Deakin } Directors  
F. J. Hockaday }  
F. J. Hockaday Secretary

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

H. G. Hewlett  
Keeper of the Records

3<sup>rd</sup> January 1894  
LCH

Quantity  
1  
28  
1  
2  
1  
3 1/2  
36  
0 1/2  
38  
3 1/2  
1  
1  
2  
1 1/2  
0 1/2  
1 1/2  
9  
2  
3  
3 1/2  
2  
1  
8 1/2  
2 1/2  
1  
8  
1 1/2  
1  
35  
36

363

*Pr*

**Articles of Agreement** made the  
*ninth* day of *January* One thousand  
 eight hundred and ~~ninety three~~ *four* 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 *James*  
*Adams* of *Hallowell* near *Sydney* in  
 Her Majesty's Forest of *Dean* and County  
 of *Gloucester* Labourer \_\_\_\_\_  
 (hereinafter called "the said Tenant") of the third part.

*Edward Stafford Howard*  
 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 *Cottage* called *Chestnuts*  
*Lodge* with the outbuildings garden and  
 land therewith containing together *2<sup>a</sup> 1<sup>n</sup> 1<sup>1</sup>/<sub>2</sub>*  
 or thereabouts situate in *Hilledean Walk*  
 in the Forest of *Dean* and County of  
*Gloucester* and numbered *1142 1143*  
 and *1144* on the *25<sup>th</sup> inch Ordnance*  
*Survey of Dean Forest (Western Division)*

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

*Dean Forest*  
*Easements.*

*Permission*  
*to J. Hawkins*  
*to make and*  
*use Cartroad*

*3 Oct. 1893.*

from the *Fifth* day of *January*  
 as tenant from year to year (the tenancy being however determinable  
 as after mentioned) at the yearly rent of *Four pounds*  
 to be paid to *the Deputy Surveyor of the Forest of Dean*  
 free from all taxes rates and deductions whatsoever (except Landlord's  
 property tax) by equal Quarterly payments on the *Fifth*  
 day of *April* the *Fifth* day of  
*July* the *Fifth* day of *October*  
 and the *Fifth* day of *January* in every year  
 the first Quarterly payment to be due on the *Fifth*  
 day of *April 1894* AND the said tenant  
 hereby agrees that he will pay to the Queen's Majesty the said yearly  
 rent of *Four pounds* 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  
 created deliver up the said premises in good repair and condition to  
 the Queen's Majesty her heirs or successors or to the said *Edward*  
~~Commissioner~~ *Howard* or other the Commissioner or Commissioners for the time  
 being of Her Majesty's Woods Forests and Land Revenues having  
 the Management of the said premises (hereinafter called "the said  
 Commissioner or Commissioners") or to whom he or they may appoint

AND will permit the said Commissioner or Commissioners or his or  
 their Agent at any time or times during the said tenancy to enter into  
 and inspect the state and condition of the said premises and to  
 execute any works thereon or to place thereon any notice AND IT IS  
 HEREBY AGREED that it shall be lawful for the said Commis-  
 sioner or Commissioners or the said tenant to determine this tenancy  
 at any one of the Quarterly days hereinbefore mentioned either in the  
 first or any subsequent year thereof by giving to the other of them  
 three calendar months previous notice in writing of his or their in-  
 tention so to do and if such notice shall proceed from the said Com-  
 missioner 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 herunto subscribed their names  
 the day and year first above written.

Signed by the above-named *Edward*  
*Howard* ~~Commissioner~~ in the  
 presence of  
*T. Charles Fry*  
*J. B. Chapman*  
*J. S. Clarke*

*Edward Howard*

Signed by the above-named *James Adams*  
 in the presence of *James Adams*  
*James Adnison*  
*Thomas Lodge*  
*Superintendent of Adams*  
*Plantations, Slave Agent*

*Dean*  
*Easen*  
*Perm*  
*to J. H.*  
*to make*  
*use Ca*  
*3 Co*

from the Fifth day of January  
 as tenant from year to year (the tenancy being however determinable  
 as after mentioned) at the yearly rent of Four pounds  
 to be paid to the Deputy Surveyor of the Forest of Dean  
 free from all taxes rates and deductions whatsoever (except Landlord's  
 property tax) by equal Quarterly payments on the Fifth  
 day of April the Fifth day of  
July the Fifth day of October  
 and the Fifth day of January in every year  
 the first Quarterly payment to be due on the Fifth  
 day of April 1894 AND the said tenant  
 hereby agrees that he will pay to the Queen's Majesty the said yearly  
 rent of Four pounds 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  
 created deliver up the said premises in good repair and condition to  
 the Queen's Majesty her heirs or successors or to the said Edward  
Howard or other the Commissioner or Commissioners for the time  
 being of Her Majesty's Woods Forests and Land Revenues having  
 the Management of the said premises (hereinafter called "the said  
 Commissioner or Commissioners") or to whom he or they may appoint

AND will permit the said Commissioner or Commissioners or his or  
 their Agent at any time or times during the said tenancy to enter into  
 and inspect the state and condition of the said premises and to  
 execute any works thereon or to place thereon any notice AND IT IS  
 HEREBY AGREED that it shall be lawful for the said Commis-  
 sioner or Commissioners or the said tenant to determine this tenancy  
 at any one of the Quarterly days hereinbefore mentioned either in the  
 first or any subsequent year thereof by giving to the other of them  
 three calendar months previous notice in writing of his or their in-  
 tention so to do and if such notice shall proceed from the said Com-  
 missioner 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.

See

Signed by the above-named Edward  
Howard in the  
 presence of  
T. Charles Fry  
for the  
of S. Clarke orders

Edward Howard

Signed by the above-named James Adams  
 in the presence of James Adams  
James Adams  
Superintendent of the  
Plantations, Dean Forest

Dean Forest  
 Easements

Permissio  
 to J. Hawk  
 to make an  
 use of road

3 Oct 1894

Dean's Forest  
Easements

Permissio  
to J. Hawkins  
to make an  
use Cart road

3 Oct. 1897

Dated 9 January 1897

Edward Stafford Howard  
~~Esq.~~ Esq.,

a Commissioner of Her Majesty's Woods,

Esq.,

AND

James Adams

AGREEMENT for letting

the woods to

for a yearly Tenancy from the  
5th January 1897

Rent £ 4 : - : - per Annum.

W. B. L. (1) - 2287 - 25199

Dean Forest  
Easements. 1278

Office of Woods &c. J.W.  
3<sup>rd</sup> October 1893.

Permission  
to J. Hawkins  
to make and  
use Cartroad

Sir, Dean Forest

3 Oct. 1893.

I have to acknowledge the receipt of your letter of the 30<sup>th</sup> ult. asking for permission to make a cart road from a pit in the Naghead Enclosure to Coalway Lane End, and I hereby grant permission to you as the registered Owner of the Brislade Colliery to make and use a cart road from a pit on the Brislade Colliery to Coalway Lane End as shewn in pink colour on the enclosed tracing from the point A to the point marked B on the said tracing. Such permission to be during pleasure and to be on condition that you pay on 29<sup>th</sup> September in each year during which the permission remains in force an annual acknowledgment of 10/-; that the roadway is properly made, formed and metalled throughout, and thereafter maintained in good order and repair by you to the satisfaction of this Department, and that all damage to Crown property is made good.

If you wish to avail yourself of this permission you will be good enough to accept the terms in writing within 10 days from this date.

I am, Sir

M<sup>r</sup>. John Hawkins  
Coalway  
Coleford - Glos.

Nigel Kingscote

1278

Coalway, Coleford  
11 Oct. 1893.

A Kingscote Esq

Sir,

I agree to the terms of your letter of the 3<sup>rd</sup> inst. respecting the Cartroad from Brislade Colliery to Coalway Lane End, marked on the tracing from A to the point B.

I am

Sir,

Yours obediently  
John Hawkins



R

Dean Forest.  
Site for Cricket  
Ground.  
Easements

14112

Office of Woods, P. I. W.  
8<sup>th</sup> Nov. 1893.

Permission  
to use land as  
Cricket ground  
by Parkend Cricket  
Club

8<sup>th</sup> Nov. 1893.

Sir,  
Mr Philip Baylis, the Deputy Surveyor of Dean Forest, has reported to Mr Stafford Howard an application made on behalf of the Parkend Cricket Club for a piece of land suitable for cricket, and in reply to this application I am directed by Mr. Howard to state that subject to your returning the enclosed letter signed to the Deputy Surveyor within a fortnight undertaking to pay an annual acknowledgment of 5/- and to keep the ground in a condition satisfactory to the Deputy Surveyor Mr Howard grants permission to the Parkend Cricket Club to level drain and keep in repair as a cricket ground a piece of land in Parkend Walk of the length of three chains and breadth of two chains as shown in pink on the plan attached to this letter.

This permission will continue during pleasure only and will be conditional on the payment in advance of an acknowledgment of five shillings on the first of January in each year and on the ground being maintained to the satisfaction of the Deputy Surveyor of Dean Forest.

The ground will remain subject to any rights which may exist over it.

I am, Sir,

Mr David Grey  
Parkend, nr Lydney  
Glos.

Your obedient Servant  
J M Duncan

14112

21<sup>st</sup> November 1893

Sir,

In conformity with your letter of the 8<sup>th</sup> instant I hereby agree on behalf of the Parkend Cricket Club to pay the Crown an acknowledgment of 5/- on the 1<sup>st</sup> of January in every year, during which the permission continues, for permission during pleasure to level, drain and keep in repair as a Cricket ground the piece of land in Parkend Walk specified in your letter.

The ground to be kept in a state satisfactory to the Deputy  
Surveyor

B

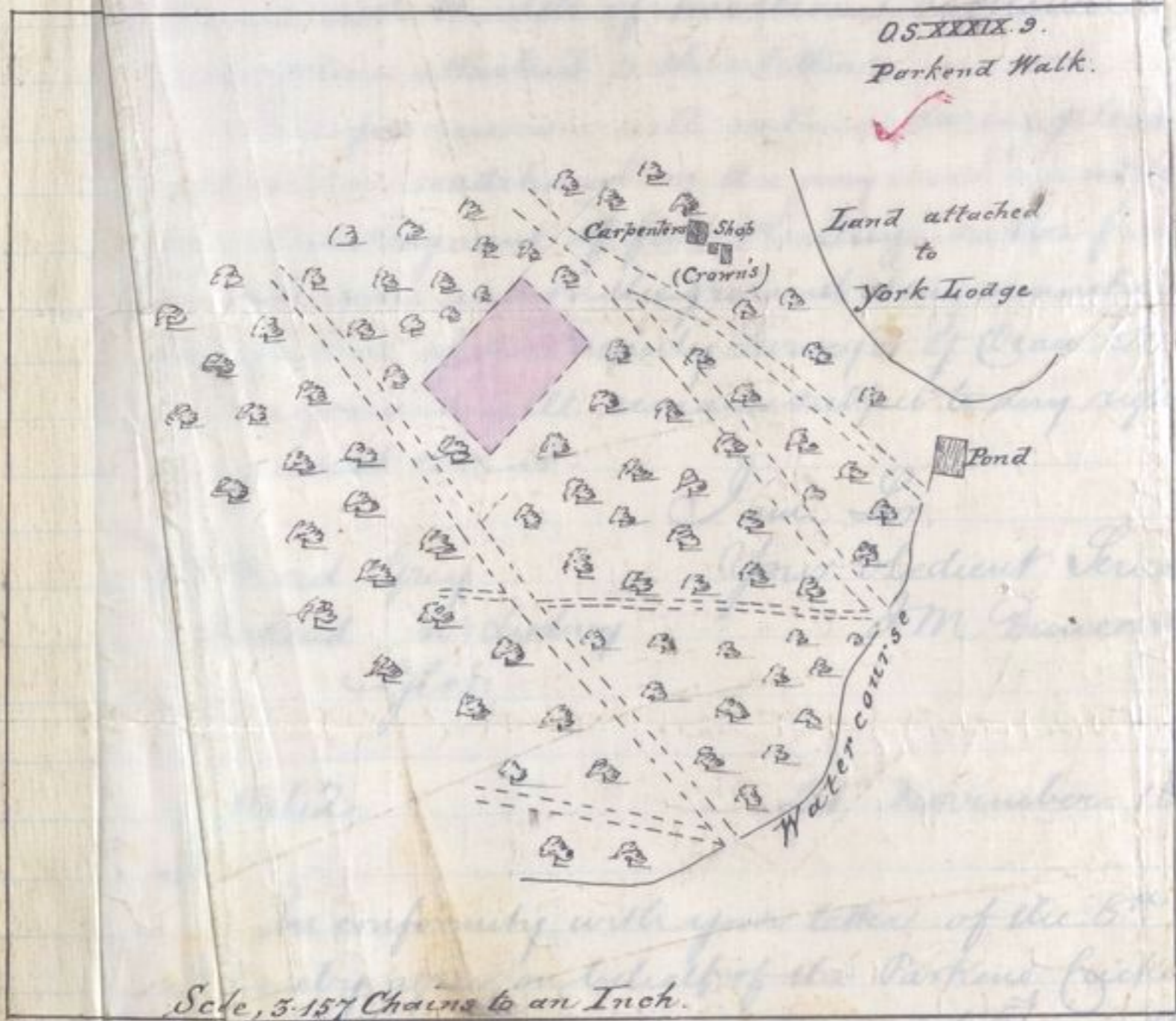
Dean Forest. 14112  
Site for Cricket  
Ground.  
Easements

Office of Woods, P. J.W  
8<sup>th</sup> Nov. 1893.

Permission  
to use land as  
Cricket ground  
by Parkend Cricket  
Club

Sir,  
Mr Philip Baylis, the Deputy Surveyor of Dean Forest, has reported to Mr Stafford Howard an application made on behalf of the Parkend Cricket Club for a piece of land suitable for cricket, and in reply to this application I am directed by Mr. Howard to state that subject to your returning the enclosed letter signed to the Deputy Surveyor within a fortnight undertaking to pay an annual acknowledgment of 5/- and to keep the ground in a condition satisfactory to the Deputy Surveyor Mr Howard grants permission to the Parkend Cricket Club to level, drain and keep in repair as a cricket ground

8<sup>th</sup> Nov. 1893.



New  
Easement  
Brook  
Perm  
to Pres  
Franc  
gravel  
tracks

only  
of  
January  
to the  
which

continues, for permission during pleasure to level, drain and keep in repair as a Cricket ground the piece of land in Parkend Walk specified in your letter.

The ground to be kept in a state satisfactory to the Deputy Surveyor

Surveyor of Ocean Forest, and to remain subject to any rights which may exist over it.

I am Sir

Your obedient servant

David Grey

Hon Sec: Parkend C. C.

To  
E Stafford Howard Esq

New Forest 1506.

Office of Woods, P, S. W.

23<sup>rd</sup> Nov: 1893

Easements

Brockenhurst Gent<sup>n</sup>,

New Forest

Permission for permission to grave a track from your property at  
to Preston & Brockenhurst as shown on the tracing enclosed in your letter  
Francis to I am informed that there is a strip of Crown land at every  
gravelled track point between your property and the road.

23 Nov: 1893

I am however willing to grant you permission to make  
and maintain during the pleasure of this department a  
gravelled track across the Crown waste at the point marked  
with a red cross on the accompanying tracing subject to your  
paying an acknowledgment of £1 on the 1<sup>st</sup> December 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, and on  
your signing and returning the accompanying letter and  
paying the sum of £1 to the Deputy Surveyor, W. Lascalles,  
will be instructed to allow you to proceed with the making  
of the track.

I am, Gent<sup>n</sup>,

Mess<sup>rs</sup>: Preston & Francis

Observer Chambers

Bournemouth

Your obedient servant

E Stafford Howard

Observer Chambers. Bournemouth

24<sup>th</sup> November 1893.

Sir,

New Forest

We beg to thank you for the permission contained in  
your letter of the 23<sup>rd</sup> inst: to make and maintain a gravel  
track across the Crown waste as shown upon the tracing

accompanying

accompanying your letter.

We are sending by this post a cheque for £1 the acknowledgment to Mr Lascelles and we return you the formal acceptance which you required.

To, We have the honour to be, Sir,  
Stafford Howard Esq Your obedient Servants  
Commissioner of Woods & Forests Preston & Francis  
1 Mitchell Place. - I.W.

Oliver Chambers, Bournemouth  
November 1893.

Sir, New Forest

We beg to accept your offer of permission to make and maintain during the pleasure of your Department a track across the Crown waste at Brockenhurst as shown on the plan accompanying your letter of the 23<sup>rd</sup> instant, and we agree to pay the acknowledgment and to observe the conditions specified in such letter.

We are, Sir,  
Your obedient Servant  
Preston & Francis

To, E. Stafford Howard Esq  
Commissioner of Woods, &c

W

Dated 29<sup>th</sup>  
Dec<sup>r</sup>. 1893.

Dean Forest  
The New  
Woodside &  
East Hade Gates

Edw<sup>d</sup>. Stafford  
Howard Esq  
the Comm<sup>r</sup>. in  
charge and  
Gaveller of the

[A separate sheet of paper is pasted on the right page, containing faint handwritten notes and a signature, partially obscured by a pencil line.]

accompanying your letter.

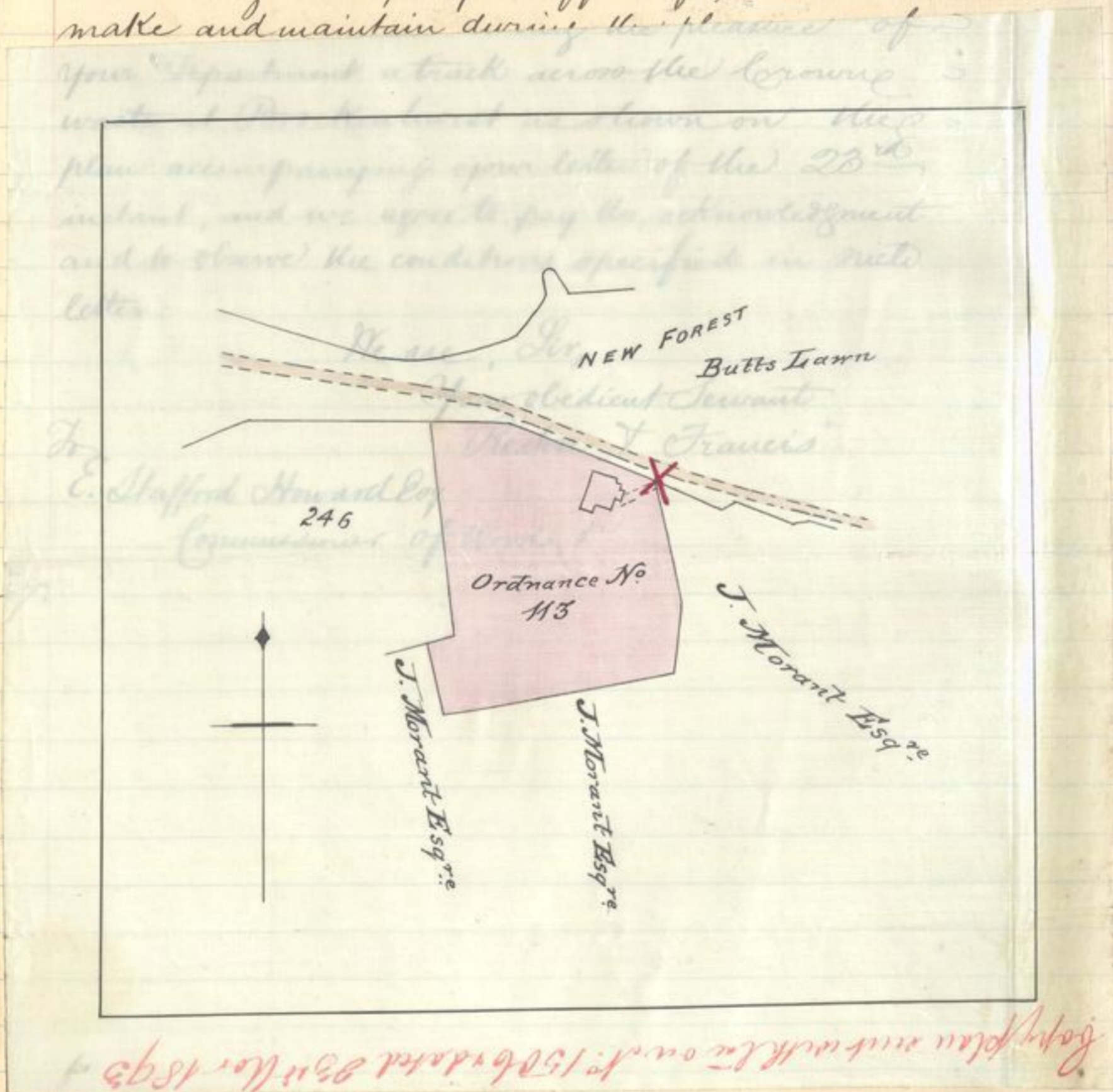
We are sending by this post a cheque for £1 the acknowledgment to Mr Lascelles and we return you the formal acceptance which you required.

To, We have the honour to be, Sir,  
Stafford Howard Esq Your obedient Servants  
Commissioner of Woods & Forests Preston & Francis  
1 Mitchell Place, - S.W.

Observer Chambers, Bournemouth  
November 1893.

Sir, New Forest

We beg to accept your offer of permission to make and maintain during the pleasure of



Copy taken out with the original on 15th Nov 1893

Dated 29<sup>th</sup>  
Dec. 1893.

Deau Forest  
The New  
Woodside &  
East Slade Gates

Edw<sup>d</sup> Stafford  
Howard Esq  
the former in  
charge and  
Gaveller of the  
Forest of Deau

— to —  
Messrs. Holden  
and others (the  
registered  
Owners).

Licence

to work parts  
of Barriers in  
the above Gates  
at a wayleave  
rent of one  
halfpenny  
per ton.

R

Dated 29<sup>th</sup> Dec<sup>r</sup>. 1893.

# This Indenture

made the twenty ninth day of December One thousand eight hundred and ninety three Between Edward Stafford Howard Esquire, the Commissioner of Her Majesty's Woods Forests and Land Revenues in charge of the Forest of Dean in the County of Gloucester and also the Gavelled of the New Woodside & said Forest of the one part and Angus Holden Esquire, J.P., East Slade Gates of Woodlands, Manningham, in the County of York, Edward Holden Esquire of Laurel Mount, Buildon, in the County of York, Alfred Mlingworth Esquire<sup>M.P.</sup> of Daisy Bank, Manningham aforesaid, and Henry Mlingworth Esquire of Ladye Royde Hall, Manningham aforesaid hereinafter called the Licences of the other part Whereas the Licences are the Registered Owners of the Gales or Collieries in the said Forest called or known as the New Woodside Gale and the East Slade Gale and by the grant on the twenty first day of November One thousand eight hundred and forty nine of the East Slade Gale or Barrier of coal twenty yards in width is registered Woodside Colliery and by the Award made by the Dean Forest Mining Commissioners on the eighth day of March One thousand eight hundred and forty one of the Woodside Colliery which was regranted as the New Woodside Colliery on the fourth day of February One thousand eight hundred and seventy six a Barrier of coal twenty yards in width is directed to be left against the line of boundary stones to be set up and No<sup>d</sup>. 14, the above Gales 15, 16, 17, 20 and 21 And whereas the Licences have applied to the said Edward Stafford Howard as such Commissioner and Gavelled as aforesaid for permission to work the coal which may be found in the portions hereinafter described of the said Barriers of Coal or directed to be left in the said East Slade and New Woodside Gales respectively and for permission to carry and convey to land through any pit or pits belonging to the East Slade Gale coal gotten from the New Woodside Gale which permissions the said Edward Stafford Howard 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 said Barriers which are the subject of this licence in pursuance of the Act of the 24<sup>th</sup> and 25<sup>th</sup> Victoria Chapter 40 and

the  
the  
is

Dean Forest  
The New  
Woodside &  
East Slade Gates

Edw<sup>d</sup>. Stafford  
Howard Esq

the Comm<sup>r</sup>. in  
charge and  
Gavelled of the  
Forest of Dean

— to —  
Mess<sup>rs</sup>. Holden

and others (the  
registered  
Owners).

Licence  
to work parts  
of Barriers in  
the above Gales  
at a wayleave  
rent of one  
halfpenny  
per ton.

Handog

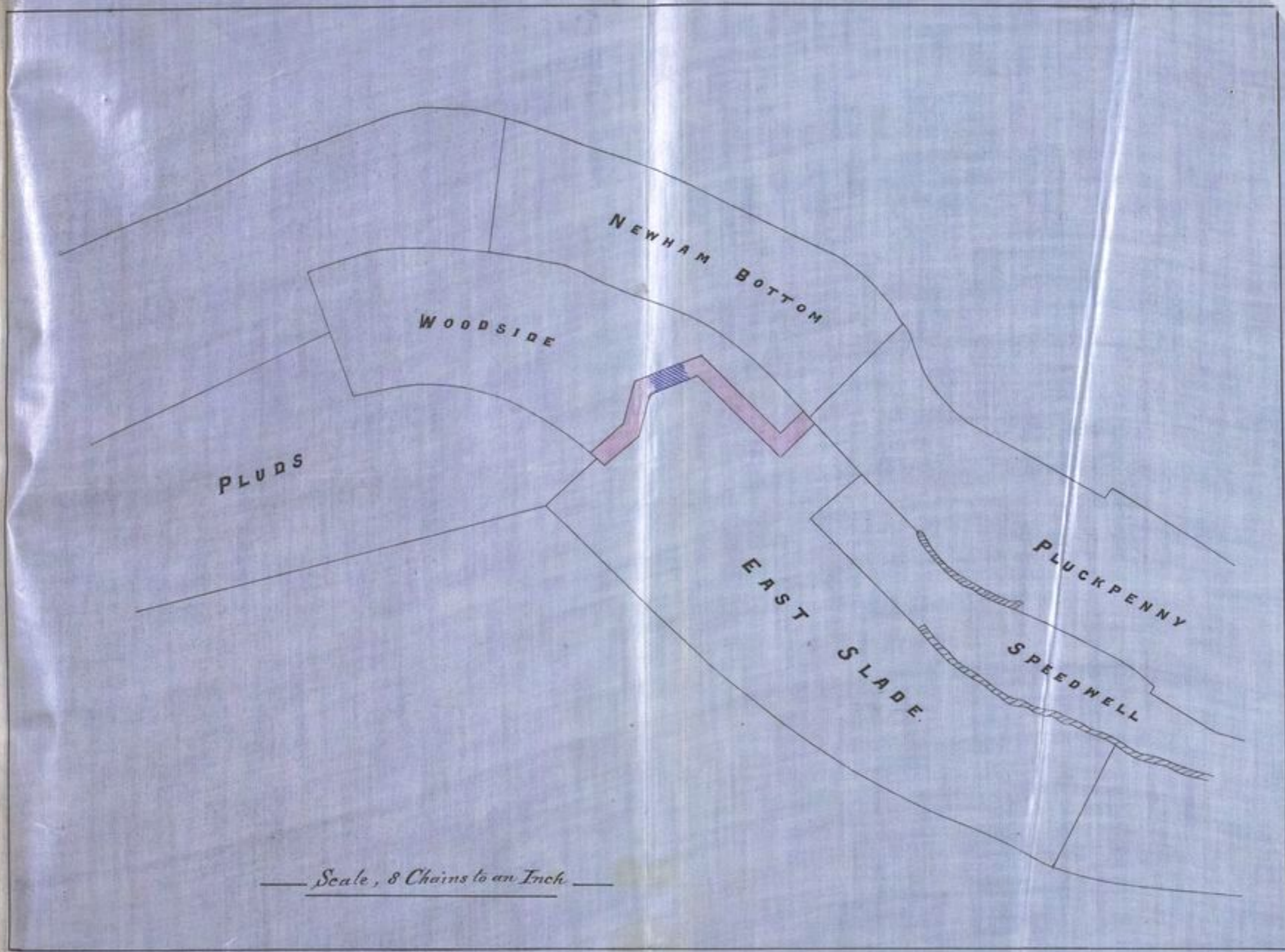
no valid objection has been sustained to the grant of such License and permission. Now this Indenture witnesseth that he the said Edward Stafford Howard as such Commissioner and Gaveller as aforesaid in exercise of the powers or authorities for this purpose given to or vested in him by the said Act of the 24<sup>th</sup> and 25<sup>th</sup> Vic<sup>ti</sup>: Chapter 40 and of all other powers in anywise enabling him in this behalf *Doth* by these presents give and grant to the Licences their executors administrators and assigns his licence and authority (determinable nevertheless as hereinafter provided) to remove work and dispose of the Coal which may be found in so much and such parts of the said barriers of coal directed to be left in the East Slade Gale and the New Woodside Gale as are colored pink on the plan annexed to these presents and to carry and convey to land all or any part of the coal which may be found in the New Woodside Gale through the East Slade Gale and any pit or pits belonging thereto subject nevertheless to a wayleave royalty or tonnage duty of one half penny per ton on all coal which shall hereafter be gotten from the New Woodside Gale and carried and conveyed to bank through the East Slade Gale or any pit or pits belonging thereto and subject as regards the coal found in the portions of the barriers hereinbefore 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 situated is or shall be subject to. And this Indenture also witnesseth that he the said Edward Stafford Howard as such Commissioner and Gaveller as aforesaid in exercise of all Statutory and other powers hereunto enabling him *Doth* hereby declare that the licence hereby granted is and shall be at all times under and subject to the royalties conditions rules and regulations hereinafter following. And the Licences and their assigns do hereby jointly and severally covenant and agree with Her Queen's Majesty her heirs and successors as follows:

- 1 To forthwith commence and hereafter continuously proceed to work and get all the Coal in the barriers above mentioned and to well and fairly pay to the Queen's Majesty her heirs and successors the wayleave royalty or tonnage duty of

- one half penny per ton on all Coab which shall be gotten from the New Woodside Gale and carried and conveyed to Banks through the East Slade Gale or any pit or pits belonging thereto such wayleave royalties to be paid or accounted for on the several days and times on which the Royalties now payable or which may hereafter become payable in respect of the said Gales are or shall be payable.
2. To keep fair and legible books of Account containing true & regular and exact entries of the weight measure and quantity of Coab which shall from time to time be gotten and raised from or out of the portions of the said Barriers hereby licenced to be worked and will half yearly or whenever required so to do render to the said Gaveller or Deputy Gaveller 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.
3. At all times to hereafter keep at or upon the said Gales or one or other of them true and correct plans measurements and sections of all workings and explorations in such Gales or folleries and true and correct plans measurements and sections of all workings and explorations in the portions of the said Barriers in the respective Gales hereby licenced 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.
4. At all times when required so to do produce and shew such books of Account plans measurements and sections as aforesaid to the Deputy Gaveller 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 maybe required in relation to the same or any of them.
5. Provided always And it is hereby declared and agreed and these presents are upon this express condition that no Coab shall at any time without further licence in writing of the Gaveller of the said Forest in that behalf be carried or conveyed through the said East Slade Gale except and gotten from the New Woodside Gale and except Coal so carried and conveyed under the authority of some licence already or that may hereafter be granted by the Gaveller or Deputy Gaveller of the said Forest.
6. Not to permit or allow the water which may be drained



such  
re  
ward  
cise  
it  
Vic  
ing  
and  
nd  
thales  
of the  
s of  
Stade  
on  
convey  
ad in  
and any  
y leas  
l coal  
de gale  
de gale  
as the  
ore p  
of the  
ack is  
also  
wards  
specia  
line  
it is  
royal  
ving  
villy  
Maple  
by p  
entime  
ber  
of



from the Woodside Colliery Gale into the East Slade Colliery Gale through the barrier hereby licenced to be worked to flow down into the Britannia Colliery but to cause the same to be conveyed to the East Slade Pit and pumped there to the surface.

7 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 Gales aforesaid (including the portions of the said Barriers hereby licenced to be worked) shall be deemed to be conditions rules and regulations of those Gales.

8 And further that this Licence may be revoked or put an end to by the Gavellee for the time being of the said Forest on the thirtieth day of June or the thirty first day of December in any year upon giving to the Licencees their executors administrators or assigns or any of them or leaving for them or any of them or 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 <sup>previous</sup> notice in writing of his intention to determine the same.

And the said Edward Stafford 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 said Revenue Records and Inrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Inrolments In witness whereof the said parties hereto have hereunto set their hands and seals the day and year first above written

E Stafford <sup>(St)</sup> Howard August <sup>(St)</sup> Holden Alfred <sup>(St)</sup> Illingworth  
Edward <sup>(St)</sup> Holden Henry <sup>(St)</sup> Illingworth

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

J M Duncan

Office of Woods,

Mitchell Place

Signed sealed and delivered by the within named August Holden in the presence of

Ernest J. Holden

Woodlands, Bradford

Signed sealed and delivered by the within named Edward

Holden in the presence of  
William Sewell  
Shipley  
Clerk

Signed sealed and delivered by the within named Alfred  
Hillingworth in the presence of  
Henry Edwards  
Cross Tree Lane, Bradford  
Butler

Signed sealed and delivered by the within named Henry  
Hillingworth in the presence of  
Isaac H Holden  
Laurel Mount  
Shipley

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.

N G Hewlett  
Keeper of the Records

3<sup>rd</sup> January 1894  
A.M.

*(Handwritten note)*  
Hillingworth  
3/1/94

lling  
w down  
conveyed  
e/s  
tained  
f  
of  
deemed  
or  
aid  
of  
cutos  
m or  
ny.  
tice  
by  
ciently  
Office  
said  
said  
the  
lingworth  
lingworth  
ward  
ngus  
Edward