

Schedule

Dated 20th October 18th 77
C^ol of Hawks
New Forest
The Hon^{ble} James K.
Howard
a^{ss}ump^t of
Her Majesty's
Woods &c

This Indenture made the 20th day of October 18th 77.
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 in
charge of the hereditaments hereinafter demised on behalf of Her
Majesty of the second part and **John Shepherd Maskew** of
Elcombe near Lyndhurst in the County of Southampton Doctor of Medicine
of the third part **Witnesseth** that in consideration of the expence which
the said Lessee hath incurred in repairing the messuage and premises
hereinafter demised and of the rents and covenants hereinafter reserved
and contained on the part of the said Lessee to be paid and performed
He the said James Kenneth Howard as such Commissioner as aforesaid
in exercise of the powers and authorities contained in an Act of Parliament
passed in the tenth year of the reign of His late Majesty King George
the fourth Chapter 50 and in an Act passed in the 15th year of the reign
of Her present Majesty Chapter 112 and with the authority of the Comm^{rs}
of Her Majesty's Treasury signified by their Warrant bearing date the
5th day of November 18th 75 Doth hereby on behalf of Her Majesty demise
and lease unto the said Lessee his exors admors and assigns **All**
that piece or parcel of land containing one rood and twenty nine perches
or thereabouts situate on the south side of and adjoining Lyndhurst
Gardens known Street in Lyndhurst in the New Forest in the County of Southampton
as Shelleys and together with the Messuage two stables and Chaise house thereon which
a garden adjoining land so far as not forming the site of the buildings is used and laid out
situate at as yard flower garden and kitchen garden and which premises are known as
Lyndhurst 'Shelleys' and were formerly in the occupation of James Rogers **And**
also **All** that piece of land used as a garden containing eight perches
or thereabouts thereto adjoining lately occupied by Mrs Anne Stone Gerrard
Together with all easements and appurtenances whatsoever to the said
premises belonging which said messuage and premises hereby demised are
delineated and colored green in the plan drawn in the margin of these
Presents **Reserving** unto Her Majesty her heirs and successors and the
lessee and occupiers for the time being of any other adjoining building
or land belonging to Her Majesty the free passage of water and soil from
such other building or land through the channels sewers drains and
watercourses for the time being belonging to or running under the said
premises hereby demised **To have and to hold** the said premises
hereby demised unto the said Lessee his executors admors and assigns
from the 24th day of June 18th 75 for the term of **Thirty one years**
Paying therefor unto The Queen's Majesty her heirs and Successors

— 15 —
Dr Maskew

LEASE of
a messuage
with stables
Chaise house
Gardens known
as Shelleys and
a garden adjoining
land so far as not
forming the site of
the buildings is used
and laid out
situate at
Lyndhurst
Comm^{rs} 24th June 18th 75
Term of years 31
Expires 24th June 1906
Rent £12
per annum

Total	Quantity	A	T	P
209	3	37		
442	3	22		

James
Roger
William
ited in
entry

during the said term the clear yearly rent of Twelve pounds by equal quarterly payments on the 29th day of September the 25th day of December the 25th day of March and the 24th day of June in every year up to and including the 25th day of March 1906 the first quarterly payment thereof having become due on the 29th day of September 1875 and the payment of the rent for the last quarter of a year of the said term to be made on the said twenty fifth day of March 1906 And also paying unto Her Majesty her heirs and successors in addition to the rent hereinbefore reserved all such sums of money as may be paid by Her Majesty her heirs or successors or by the said James Kenneth Howard or other the Commr. or Comm^{rs} for the time being of Her Majesty's Woods Forests and Land Revenues having the management and direction of the said premises who are hereinafter called "the said Commissioner or Commissioners" at any time or times during the said term for insuring the said messuage and buildings and any additional buildings which may be hereafter erected by the said Lessee his executors admors or assigns on the said premises with the consent of the said Commissioner or Commissioners against loss or damage by fire as hereinafter mentioned The said respective rents to be paid into the hands of Her Majesty's Receiver for the time being of the rents and profits of the said premises without any deduction for land tax sewer rate or any other rates taxes or assessments whatsoever whether present or future except the Landlords Property tax in respect of the said rent of Twelve pounds hereby reserved And the said Lessee doth hereby for himself his heirs execs and admors 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 severall yearly rents hereby reserved as the same shall become payable on the days and in the manner hereinbefore mentioned and appointed for payment thereof respectively.
2. To pay the land tax sewer rate and all other taxes rates & assessments and impositions whatsoever now or hereafter to be charged or imposed in respect of the said premises except as aforesaid.
3. During the said term hereby granted as often as occasion shall require to well and substantially repair uphold cleanse and keep in repair the said messuage buildings and premises hereby demised and all other buildings to be erected upon the said

premises and also all party and other walls posts pales iron and other rails and fences and all other matters and things whatsoever appertaining thereto.

- 4. To keep the part of the land which is not built on except the yard as ornamentat pleasure garden and as kitchen garden and to keep such gardens in neat condition and well manured cultivated and stocked.
- 5. To pay a reasonable share of the charges of making repairing and cleausing all party walls fences sewers drains gutters and other easements belonging or which shall belong to the said premises in common with the owners or occupiers of any adjoining buildings or land.
- 6. Forthwith to insure and keep insured the said messuage and buildings hereby demised and every additional building that may be erected with such consent as aforesaid from loss or damage by fire in one of the public Offices of Insurance against fire to be approved of by the said Commiss^r or Commis^r in the names of the Queen's Majesty her heirs and successors and of the said Lessee his exors admors and assigns as to the said messuage and buildings hereby demised in the sum of Three hundred pounds at the least and as to every other building that may be erected with such consent as aforesaid in such sum or sums of money as shall be equal to three fourth parts at least of the actual value thereof respectively And whenever required so to do to show to Her Majesty's said Receiver of the said premises or the said Commr or Commrs the policy of such insurance and the receipt or receipts for the premium of insurance which shall have become payable for the current year And that in case such insurance shall not be effected or kept on foot or if the said policy and receipts be not produced by the said Lessee his exors admors or assigns as aforesaid then the Queen's Majesty her heirs or successors or the said Commissioner or Commissioners may insure the said messuage and buildings in the amounts hereinafore mentioned and in such name or names as she he or they may deem proper and charge the said Lessee his executors admors or assigns with the amount to be paid for effecting and keeping on foot such Insurance which may be recovered as rent under the reservation for that purpose hereinafore contained and that in case the said messuage and buildings or any part thereof respectively shall during the said term be destroyed or damaged by fire all such sums of money as shall become payable and be received by virtue of such insurance shall with all convenient speed be applied in rebuilding and reinstating the same to the satisfaction of the said Commiss^r or Comm^r or his or their Architect according to such plan as the said Commissioner or

Commissioners may by writing under his or their hand or hands approve of and that in case the said Insurance monies shall not be sufficient for that purpose, he the said Lessee his executors administrators or assigns will pay the amount of every such deficiency.

7. In every fourth year of the said term to paint thrice over with good and proper oil colors in a workmanlike manner and to the satisfaction of the said Commr or Commrs or his or their Architect all the outside wood and ironwork of the said messuage buildings and premises and the inside parts thereof in every eighth year of the said term.

8. That the said Commissioner or Commissioners or his or their Agents or Servants may at all reasonable times enter into the said premises and take a Plan and examine the condition thereof and also may at any time or times during the last seven years of the said term hereby granted in like manner enter upon the said premises and take a Schedule of the fixtures therein and that in case any want of repair or painting of the said premises or any removal of fixtures shall be then found he the said Lessee his executors administrators or assigns will upon notice thereof in writing being given or left for him or them at or upon the said premises substantially and properly repair paint and amend the said messuage and buildings and replace the said fixtures within three calendar months next after every such notice shall have been given or left as aforesaid and that if the said Lessee his executors administrators or assigns shall make default in the completion of the said repairs and painting according to such notice it shall be lawful for the workmen or others to be employed by the said Commr or Commrs to enter into the said premises and to perform and complete the said repairs and painting and that the said Lessee his executors administrators or assigns will pay to Her Majesty her heirs and successors the expenses to be incurred thereby which said expenses may be recovered by distress as rent hereby reserved and in arrear.

9. That it shall be lawful for the Agents or workmen employed by the said Commr or Commrs at reasonable times in the day time during the said term to enter into the said premises to repair any contiguous messuage or building or to empty or repair any of the watercourses drains or gutters belonging to any such contiguous Messuage or building as often as occasion may require and that in case any dispute shall arise between the said Lessee his executors administrators ^{under tenants} or assigns and the tenant or occupier of any contiguous messuage or building relating



to the said Watercourses or drains or to any other easements whatsoever it shall be lawful for the said Commr or Commrs (if he or they shall think fit) to determine every such dispute on the part of the said Lessee his exors admors undertenants or assigns in such manner as he or they shall think reasonable and shall by any writing under his or their hand or hands order in that behalf And that he the said Lessee his exors admors undertenants and assigns will submit to and abide by every such determination.

10. That the said Lessee his exors admors and assigns will not during the said term hereby granted erect any additional building upon the said premises hereby demised other than such as shall have been previously approved of in writing by the said Commr or Commrs or his or their Architect nor cut or injure any of the principal timbers or walls or make any alteration whatsoever in the plan or elevation of the said messuage hereby demised or of any other building which may be erected with such consent as aforesaid without first obtaining such approbation as aforesaid.

11 Not at any time during the said term to exercise or carry on or suffer to be exercised or carried on in or upon the said premises any trade or business whatsoever but to keep the said messuage as a private dwellinghouse or professional residence only without making or allowing to be made any show of business therein and to keep the said Stable and Chaisehouse as a private Stable and Chaisehouse or Coach house attached to the said Messuage unless with the consent in writing of the said Commr or Commrs under his or their hand or hands and not to do or permit to be done in or upon the said premises any waste spoil or destruction or any act or thing whatsoever which shall be or become a nuisance annoyance or disturbance to the Owners or Occupiers of any contiguous premises.

12. At the end or sooner determination of the term hereby granted peaceably to leave and yield up the said premises unto Her Majesty her heirs and successors or to the said Commr or Commrs together with all additions and improvements that shall have been erected or made thereon or thereto and all marble and other Chimney pieces stoves ranges windows window shutters doors locks keys bells cranks wires bolts bars and fastenings and all waterclosets and other things thereto belonging Cisterns gas water and other pipes pumps wainscot partitions shelves dressers and drawers and all other things so fixed or fastened to the said premises as to form part of the freehold thereof during the last seven years of the said term in a good and substantial state of

repair And the garden cleave and in good heart order and condition.

13. Not to assign the said demised premises or any part thereof without the previous license and consent in writing of the said Commissioner or Commissioners.

14 That the said Lessee his executors admors or assigns will at his and their charges cause all assignments which shall 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 the said premises or the term hereby granted to be within six months from the respective dates thereof enrolled in the Office of Land Revenue Records and Inrolments and Minutes or docketts thereof respectively to be entered in the Office of the said Commissioner or Commissioners.

Provided always that if the said several rents hereby reserved or any of them shall be unpaid for twenty days next after either of the days hereinbefore appointed for payment thereof respectively or if the said Lessee his executors admors or assigns shall not perform and keep the severall covenants herein contained or shall without such consent as aforesaid either voluntarily or involuntarily do or suffer to be done any act matter or thing whereby or in consequence whereof this present lease or the interest of the said Lessee his executors admors or assigns in the premises hereby demised shall become vested in any person or persons whomsoever except by bequest or by representation as executor or admor then and in any of the said cases it shall be lawful for the Queen's Majesty her heirs and successors or the said Commr or Commrs on behalf of Her Majesty her heirs and successors to enter into and upon and retain possession of the said premises hereby demised as fully and effectually in all respects as if these presents had not been made And it is hereby covenanted and agreed that in case any recovery shall be made under the proviso lastly hereinbefore contained there shall be payable by the said Lessee his executors admors or assigns to the Queen's 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 of rent up to the day in which such recovery shall have been made 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. —

James N^o Howard. John Shepherd D^o Maskew

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

Thomas Fagg
Whitehall Place, London, Messenger.

Signed sealed and delivered by the within named John Shepherd Maskew in the presence of

L^o H. Cumberbatch
Queens House
Lyndhurst
Deputy Surveyor of the New Forest

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

H^o G. Hewlett
Keeper of the Records

26th October 1877.

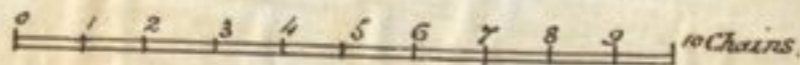
Charge
16/2/78

10 D.B. 15 p. 160.



— REFERENCE —

House Stables, Sheds	}	A. R. P.
Yard and Gardens		0.7.37



Schedule

Dated 22nd
October 1877
New Forest

This Indenture made the 22nd day of
October 1877 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 in charge of the hereditaments
The Mont^{le} hereinafter described on behalf of Her Majesty of the second part
Sir K Howard and William Bolter Withers of Lyndhurst in the New
Forest in the County of Hants Builder hereinafter called the said
Majesty's Wood^r: Lessee of the third part Mitropet^{le} that for and in consideration

to
M^r William
B. Withers

of the rent hereinafter reserved and of the covenants conditions and
agreements hereinafter contained on the part of the said Lessee his exors
admo^rs and assigns to be paid observed and performed the said James
Kenneth Howard as such Commissioner as aforesaid in exercise of the
powers of the Act of Parliament passed in the tenth year of the reign
of his late Majesty King George the 4th Chapter 50 and of the Act
of Parliament of the 11th and 15th years of the reign of Her present
Majesty Chapter 42 and of all other powers in anywise enabling him

Lease of
land at Brockenhurst
in the New Forest
with liberty to dig
Clay and make
bricks & thereon

do to do Doth by these Presents for and on behalf of the Queen's
Majesty and under the authority of the Lords Commissioners of Her
Majesty's Treasury signified by a Warrant bearing date the 6th day
of May 1877 demised and lease unto the said Lessee his exors
admo^rs and assigns All that piece or parcel of land with

Term commences
25th March 1877
For years — 3
Expires 25 March 1880

the Cottage Woodhouse drying shed and kilns erected thereon containing
by admeasurement two acres two roods and two perches or thereabouts
now used as a Tilery called or known by the name of the Victoria
Tilery situate at Brockenhurst within Her Majesty's Forest called
the New Forest in the County of Hants which said premises are

Rent £30 per
Annum

delineated and colored red brown and blue on the plan drawn
in the margin of these presents Together with full power and
authority for the said Lessee his exors admo^rs and assigns at
his and their own expense at all times during the term granted
by these presents to dig search for and raise all the Clay or brick
earth now being within or under the said piece or parcel of land
or any part or parcel thereof and to do perform and execute all acts
matters and things which may be requisite or necessary for the
purpose of working and converting the said Clay or Brick earth into
bricks draining pipes tiles or other articles or goods and of drying
and burning the same upon the said piece or parcel of land To
have and to hold the said piece or parcel of land and premises
and to use exercise and enjoy the said power privilege and authority

By Ind^t
Agreement for
holding Victoria
Tilery on a Yearly
Tenancy
nde D. B. 16
p. 21

to do perform and execute all acts matters and things which may be requisite or necessary for the purpose of working and converting the said Clay or Brick earth into bricks draining pipes tiles or other articles or goods and of drying and burning the same upon the said piece or parcel of land To have and to hold the said piece or parcel of land and premises and to use exercise and enjoy the said power privilege and authority

and all and singular other the premises hereinbefore demised and granted unto the said Lessee his exors and admors from the 25th day of March 1877 for the term of Three years Paying therefor yearly and every year during the said term unto The Queen's Majesty her heirs and successors the rent of Thirty pounds the said rent to be paid to The Crown Receiver of the said premises by equal half yearly payments on the 29th day of September and the 25th day of March in every year free from & any deduction for land tax or any other taxes rates charges assessments or impositions whatsoever which now are or shall at any time hereafter during the said term be imposed upon the said premises or any part thereof the first half yearly payment of the said rent to be made on the 29th day of September 1877 And the said Lessee doth hereby for himself his heirs exors and admors covenant promise and agree to and with The Queen's Majesty her heirs and successors in manner following that is to say that he the said Lessee his exors admors and assigns will from time to time during the said term hereby granted well and truly pay or cause to be paid unto the Queen's Majesty her heirs and successors the said rent hereinbefore reserved and made payable as aforesaid upon the respective days and times and in manner and proportions hereinbefore mentioned and appointed for payment thereof without any deduction or abatement thereof whatsoever And also that if default should be made for the space of 21 days in payment of the aforesaid rent or any part thereof then and so often it shall and may be lawful to and for the Queen's Majesty her heirs and successors or the said James Kenneth Howard or other the Commr or Comm^{rs} for the time being of Her Majesty's Woods Forests & Land Revenues having the management and direction of the said premises who are hereinafter called the said Commis^r or Commis^{rs} or her his or their Agent or Agents from time to time to seize and distrain all or any machinery engines implements utensils horses carts carriages or other live or dead stock and all the clay brick earth and bricks draining pipes tiles and other articles and goods which shall be remaining at or upon the land hereinbefore described or any part thereof and all other the goods chattels and effects of the said Lessee his exors admors or assigns wherever the same may be and the same to sell and dispose of for & towards the satisfaction and payment of all such rent of which such default shall be made in payment as aforesaid and also of all such costs and charges incident to or occasioned by such distress and sale And also that he the said Lessee his exors admors and assigns will during the said term hereby granted bear pay and discharge the land tax (if any) and all other taxes rates rates charges payments assessments

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impositions and outgoings of what nature or kind soever in respect of the said premises and every part thereof. And also that the said Lessee his exors admors or assigns will within fourteen months from the said 25th day of March 15th build at his or their own expense on the said land hereby demised in a substantial and workmanlike manner with new and sound materials of all sorts a new Kilo large enough to burn about thirty thousand bricks and pipes with all requisite and proper appurtenances in such position and according to such plan and Specification as shall have been previously submitted to and approved of by the said Commr or Commrs or his or their Agent. And also that the said Lessee his exors admors and assigns will at all times during the said term at his or their costs sufficiently repair and keep in good and substantial repair the premises hereby demised except the two existing Kilos and will at all times during the said term from and after the erection thereof at his or their own costs sufficiently repair and keep in good and substantial repair the said new Kilo. And will from time to time during the continuance of the said term hereby granted fairly and effectually work and carry on all and every the pits and works for the time being opened or to be opened in or upon the said premises for the purpose of raising Clay or brick earth and of making bricks drainage pipes tiles and other articles and goods to the satisfaction of the said Commr or Commrs and in like manner as works of the like nature and situation usually have been or can or may be worked and carried on and shall not in any manner use the said hereditis hereby demised except for the purpose of getting such clay and making Bricks drainage pipes tiles and other articles and goods as aforesaid. And also that he the said Lessee his exors admors and assigns shall and will sell supply and deliver to the public at and from the said Tilery and premises hereby demised all such bricks drainage pipes tiles and other articles mentioned and specified in the Schedule hereunder written as shall be manufactured and made by him or them upon the said premises at such prices or sums of money for the same as shall not exceed the prices or sums of money mentioned and set forth in the said Schedule. And also that it shall and may be lawful to and for the Queen's Majesty her heirs and successors and also for the said Commr or Commrs her his and their or any of their Agents at all times at her his or their pleasure to employ any person or persons to inspect all and singular the several works and premises aforesaid or any of them and the state and



condition thereof and if any error fault or defect shall be found or appear in the working or conducting of all or any part of the said works and premises or any want of reparation shall appear therein that then the said Lessee his executors admors or assigns shall and will on receiving notice to that effect repair correct and amend the same within the space of two calendar months next after the date of such notice And also that he the said Lessee his executors admors and assigns shall not nor will at any time or times during the said term hereby granted commit any unnecessary damage spoib or waste in or upon the aforesaid lands and premises or any part thereof in the exercise of the powers hereinbefore contained or use the same except for the purpose aforesaid and shall not nor will in the exercise of the powers hereinbefore contained do or permit or suffer to be done any damage spoib or injury to any of the wood or timber belonging to Her Majesty in other parts of the New Forest and in case any injury or damage shall be done or occasioned by any of the works of the said Lessee his executors admors or assigns or otherwise to the said Wood or Timber or any part or parts thereof he the said Lessee his executors admors and assigns shall and will on demand pay the amount of any such injury or damage so to be occasioned as aforesaid to the said Commrs or Commrs on Her Majesty's behalf and shall and will at the end or sooner determination of the said term hereby granted peaceably and quietly leave surrender and yield up unto and for the Queen's Majesty her heirs and successors or unto the said Commr or Commrs her heirs or their Agent the said piece or parcel of land and premises in a good proper and substantial state of repair and condition as aforesaid And that he the said Lessee his executors and admors shall not nor will at any time or times transfer or assign over grant or underlet or otherwise part with to any person or persons whomsoever the works matters and things liberties authorities privileges and premises hereinbefore demised and granted or any part thereof for the whole or any part of the term hereby granted without the consent and approbation in writing of the Queen's Majesty her heirs or successors or of the said Commr or Commrs for that purpose first had and obtained And also that he the said Lessee his executors admors or assigns will at his and their like costs and charges cause and procure all and every Assignment which under the authority consent and approbation of the Queen's Majesty her heirs and successors or of the said Commr or Commrs shall or may at any time hereafter be made of these presents or of the premises hereby demised or any part thereof and all Probrates 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 a minute or docket thereof respectively to be entered in the Office of the said Commis^r or Commis^s Provided lastly that if it shall happen that the aforesaid rent or any part thereof shall not be duly accounted for or shall be behind or unpaid for the space of sixty days next over or after any of the days or times respectively whereon the same ought to be paid according to the true intent and meaning of these presents or in case the said Lessee his exors admors and assigns shall not well and effectually observe perform and keep all and every the covenants and agreements hereinbefore contained or in case he or they shall be adjudged Bankrupt or a trustee shall be appointed under a liquidation of his or their affairs by arrangement or if the said Lessee his exors admors or assigns shall either voluntarily or involuntarily do or suffer to be done any act whereby or in consequence whereof this present lease or the interest of the said Lessee his exors admors or assigns shall become vested in any person or persons except by bequest or by representation as executor or admor without such consent as aforesaid then and in any of the said cases it shall and may be lawful to and for the Queen's Majesty her heirs and successors or the said Commis^r or Commis^s on behalf of the Queen's Majesty her heirs and successors to reenter into and upon all and singular the said hereby demised premises or any part thereof in the name of the whole and thenceforth to repossess and enjoy the same together with all engines tools machinery and other working gear and other matters then being on the said premises or gotten from the said land as fully and effectually to all intents and purposes as to the said premises hereby demised as if these presents had not been made And in case any reentry shall be made under the proviso lastly hereinbefore contained there shall be payable by the said Lessee his exors admors or assigns to the Queen's Majesty in addition to any rent then due in respect of the said premises a proportionate part of the accruing rent for the then current half year from the last half yearly day for payment of rent up to the day on which such reentry shall have been made And the said James Kenneth Howard as such Comm^r as aforesaid doth hereby direct that this present Indenture of Lease 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 parts 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 mentioned and referred to in and by the above written Indenture.

	per 1000	£	s	d
Hard Brown Building Bricks	per 1000	1	12	0
Land drain pipes 2 in: diameter	"	1	4	6
" " Collars for d°	"	"	17	0
" " Pipes 2 1/2 in:	"	1	15	0
" " Collars for d°	"	1	"	"
" " Pipes 3 in:	"	2	3	0
" " Collars for d°	"	1	10	"
" " Pipes 4 in:	"	3	10	"
" " Pipes 5 in:	"	11	13	"
" " Pipes 6 in:	"	5	10	"
Tiles plain	"	2	2	"
Red beaded Ridges 18 in: long	per dozen	"	7	6
Slips and Valleys	"	"	3	6
Bricks Flooring 12 by 12 by 1 1/2 thick	"	"	4	0
" " 9 by 9 by 1 1/2	"	"	2	6
" " 12 by 12 by 1	"	"	2	6
" " 9 by 9 by 1	"	"	2	0
Bricks Coping half round	per yard	"	1	8
" " flat 9 in:	"	"	2	6
" " " 11 in:	"	"	3	0
" " " 18 in:	"	"	4	6
Socket sewerage pipes unglazed 3 in:	per foot	"	"	3 1/2
" " " 4 in:	"	"	"	4
" " " 6 in:	"	"	"	6
" " " 9 in:	"	"	"	8
" " " 12 in:	"	"	"	10
" " " 14 in:	"	"	"	13
" " glazed 3 in:	"	"	"	1 1/2
" " " 4 in:	"	"	"	6
" " " 6 in:	"	"	"	8
" " " 9 in:	"	"	"	12
" " " 12 in:	"	"	"	10
" " " 15 in:	"	"	"	3
" " " 18 in:	"	"	"	4

James K Howard

William Bolter Withers

Signed

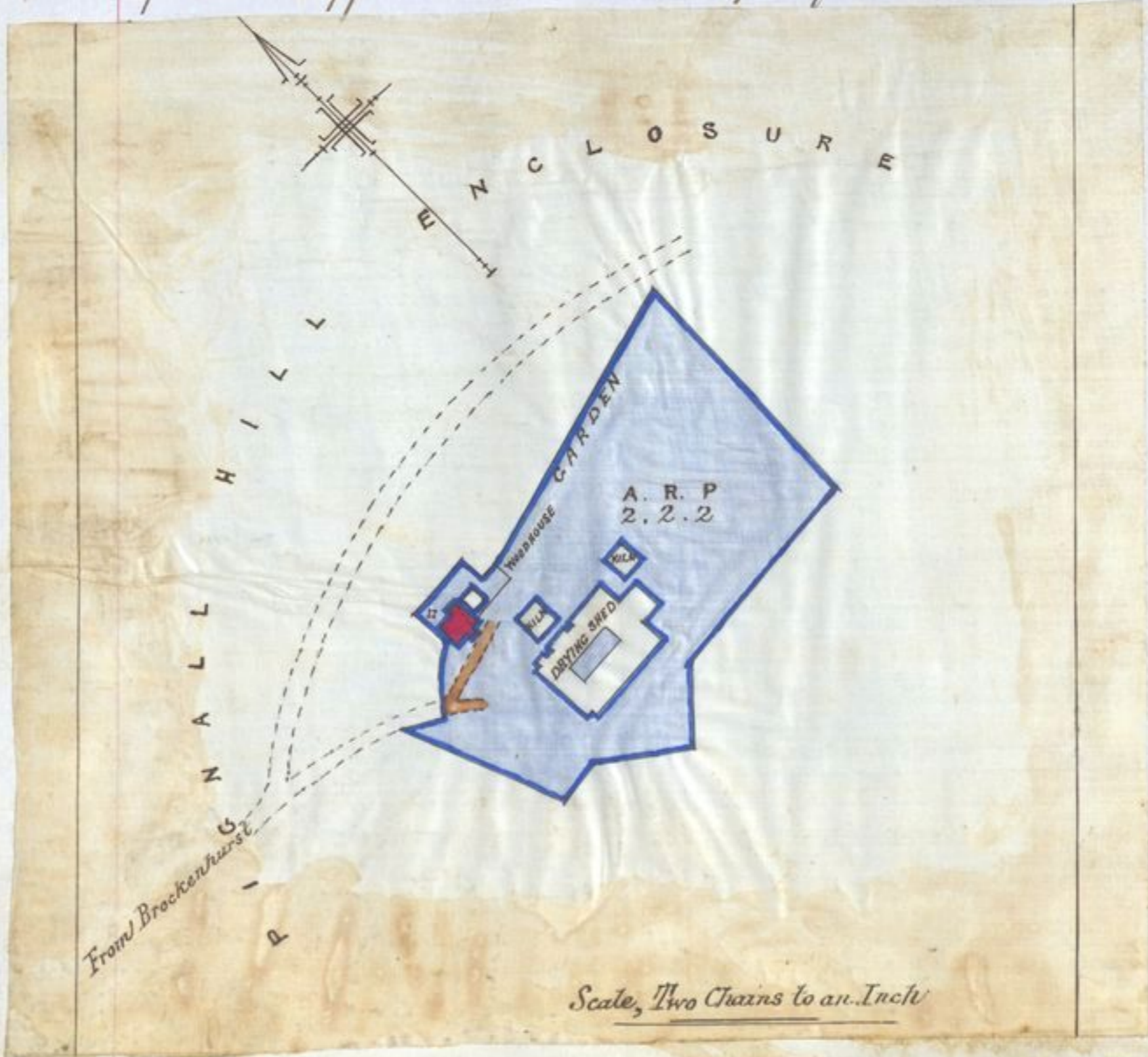
Signed sealed and delivered by the within named James
 Kenneth Howard in the presence of
 George Bennett
 Office of Woods &c
 2 Mickhall Place
 London

Signed sealed and delivered by the within named William
 Bolton Withers in the presence of
 John H. Dixon
 Lipthurst, Hawks
 Clerk to the Deputy Surveyor of the
 New Forest.

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

29th October 1877



Schedule

James

Dated 31st October 1877

Dean Forest

The Hon^{ble} James K Howard

Com^r of Her Majesty's Woods

M^r John Howard

Lease

Commencing 29th September 1876

Term granted 31 Years

Expire 29th September 1907

Rent £1 per annum

This Indenture made the thirty first day of October One thousand eight hundred and seventy seven **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 11th and 15th Victoria Chapter 117 Section 5 of the second part and **John Howard** of Clearwell Meend near Coleford in the County of Gloucester Miner of the third part **Whereas** the said John Howard is the registered Owner of a certain Gale or Colliery in the said Forest of Dean called or known as Chapel Quar 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 Chap: 113 are now vested) to grant to him a Lease of the two pieces or parcels of land part of the uninclosed waste land of the said Forest hereinafter more particularly described for the purposes of two pieces hereinafter mentioned **And whereas** the said James Kenneth Howard as such Commissioner as aforesaid hath agreed to grant such Lease to the said John Howard 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 John Howard his exors admors and assigns **All those** two pieces or parcels of land situate lying and being at Breams Laves in Parkend or York Walk in the Forest of Dean and County of Gloucester containing together by recent admeasurement three perches and one quarter of another perch which said pieces of land are part of the uninclosed waste land of the said Forest and are more particularly described on the plan drawn in the margin hereof and thereon colored red **Except** and reserving out of this demise all mines minerals Stone and substrata within or under the said lands together with all rights powers and authorities incident or belonging to the said excepted premises **To have and to hold** the said pieces of land unto the said John Howard his exors admors and assigns subject nevertheless to the provisions of the Act of Parliament 1st and 2nd Victoria Chapter 113 for the term of **Thirty one years** from the twenty ninth day of September

William

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One thousand eight hundred and seventy six (determinable nevertheless
 as hereinafter mentioned) for the purpose of erecting thereon such
 houses buildings or machinery as may be required for the purposes
 of the said Chapel Quar Gate or Colliery to be held and used in connexion
 therewith 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 Her Queen's Majesty her heirs
 and successors the rent or sum of **One pound** of lawful money of
 Great Britain to be paid half yearly on the 25th day of March and
 the twenty ninth 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 25th day of
 March One thousand eight hundred and seventy seven **And** the
 said John Howard doth hereby for himself his heirs executors admors
 and assigns covenant with the Queen's Majesty her heirs and successors
 that he the said John Howard his executors admors or assigns will
 during the continuance of this demise pay unto Her Queen's Majesty
 her heirs and successors the said yearly rent of One pound 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 John Howard his executors admors or assigns will forthwith
 well and sufficiently enclose and fence in the said lands hereby
 demised to the satisfaction of the said James Kenneth Howard
 or other the Surveyor 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 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 Comm^r 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 John Howard doth hereby for himself his heirs executors and
 assigns further covenant with the Queen's Majesty her heirs and successors
 that he the said John Howard his executors 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 Comm^r as aforesaid or other the Comm^r 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 may
 be required for the purposes of the said Gale or Colliery 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 Comm^r
 made for the working of Gales Pits Levels and Workes of Coal or Coal Mines
 in the said Forest of Dean and Hundred of Saint 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 John Howard his executors 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 Comm^r as aforesaid or other the Comm^r 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

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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 Books thereof respectively to be entered in the Office of the said Commissioners of Her Majesty's Woods Forests & 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 Chapel Quar Gale or Colliery shall be relinquished or given up or cease to be worked pursuant to the rules orders and regulations of the Queen's Forest Mining Commission 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 One pound ^{half yearly 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 John Howard his executors administrators and assigns do not in all things observe perform and keep all and singular the covenants provisoes conditions and restrictions herein contained and on his or 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 Comr: as aforesaid or other the Comr: 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 sole proprietor and the same thenceforth to have again retain repossess and enjoy as in her or their former Estate and the said John Howard his executors administrators and assigns and all other Occupiers thereof thenceout and from thence to expel put out or remove 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 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.

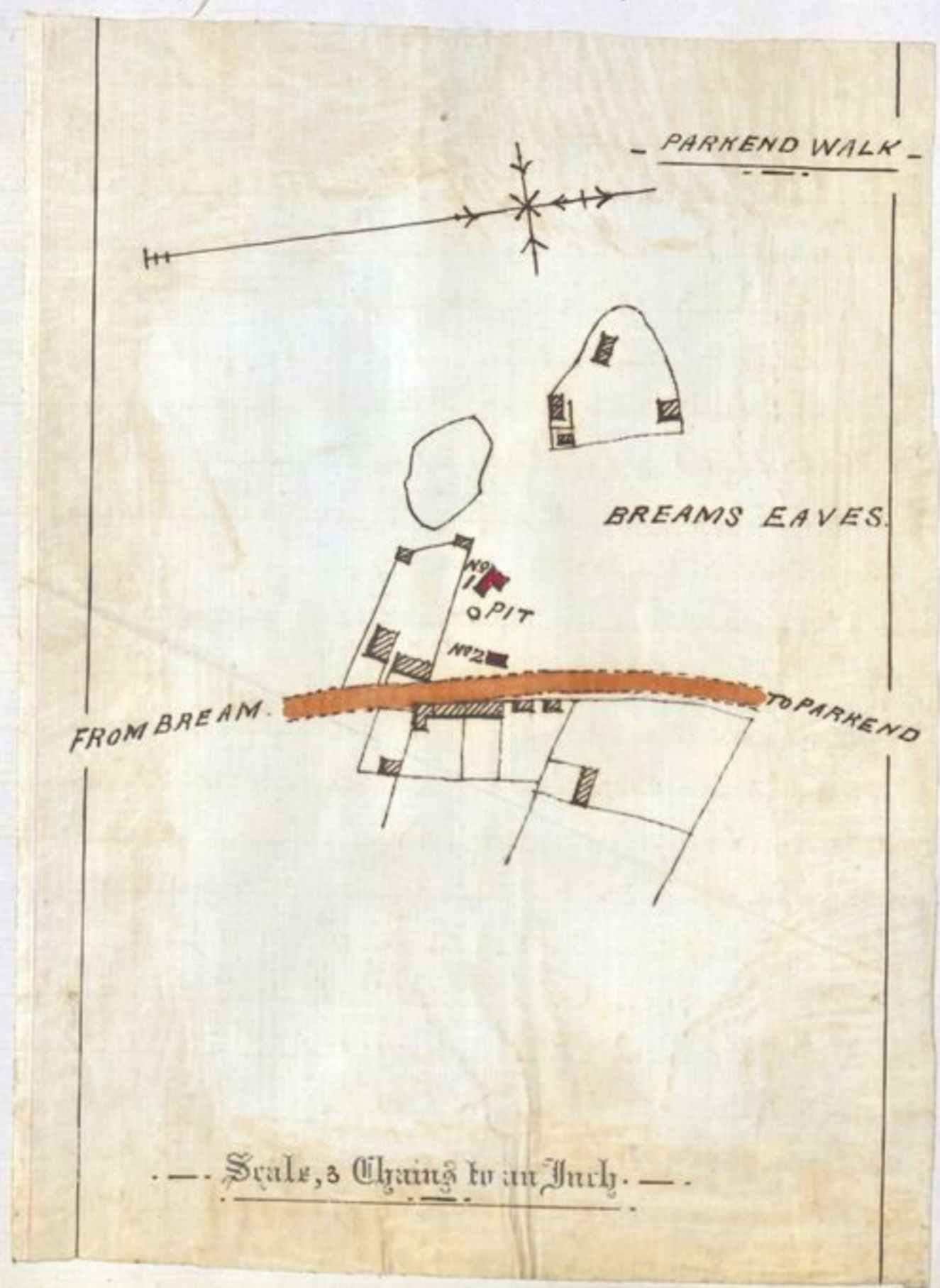
James Kth Howard

John H. Howard

Signed sealed and delivered by the within named James Remond
 Howard in the presence of
 J Russell Sowray
 Office of Woods &
 Whitehall Place

Signed sealed and delivered by the within named John Coward
 in the presence of
 Thomas Kear
 Blacksmith
 Breans Eaves

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
 1st November 18th 1797



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Assigned to R. Watkins & W. Lamm L.B. 14 p. 489.
Further assignment to Sir W. H. Masling L.B. 14 p. 490.
Surrendered see W.L.B. 19 p. 131.

Dated 7th of
November 1877

Dean Forest

The Honble
James K.
Howard Esq
Commis^r of Her
Majesty's Woods
&c.

to
Walter William
Ross Esq^r

Lease of four
pieces of waste
land at or near
Whitcroft Level
and Dreams Eaves
Enclosure in Parkend
or York Walk in
the Forest of Dean
to be held in
connection with
the Princess Royal
Gale.

Comm^d 29 Sept^r
1875
Term granted
Years } 31
Expires 29 Sep^r 1906
Rent £2. 0. 0
per annum

This Indenture made the seventh day of
November One thousand eight hundred and seventy seven Between
The Queen's Most Excellent Majesty of the first part
The Honourable 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 Vict. Chapter 112 Section 5
of the second part and Walter William Ross of N^o 15
Penbridge Gardens Bayswater in the County of Middlesex Esquire
of the third part **Whereas** the said Walter William Ross is the
registered Owner of a certain Gale or Colliery in the said Forest of
Dean called or known as The Princess Royal Colliery and as
such registered Owner lately applied to the said James Kenneth
Howard as such Comm^r 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 Cap: 413 are now vested) to grant to him a lease of the
pieces or parcels of land part of the uninclosed 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 Walter William Ross 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 Comm^r
as aforesaid by virtue of every power enabling him so to do
Doth by these presents demise and lease unto the said Walter
William Ross his exec^s admors and assigns **All those** four
several pieces or parcels of land situate lying and being at or near
Whitcroft Level and Dreams Eaves Enclosure in Parkend or York
Walk in the Forest of Dean and County of Gloucester containing
by recent admeasurement One rood and thirty four perches which
said pieces of land are part of the uninclosed waste land of the said
Forest and are more particularly described on the plan annexed to
these presents and thereon coloured red and numbered respectively
1 and 2 and 3 and 4 **Except** and reserving out of this demise
all mines minerals stone and substrate within or under the said
land together with all rights powers and authorities incident or

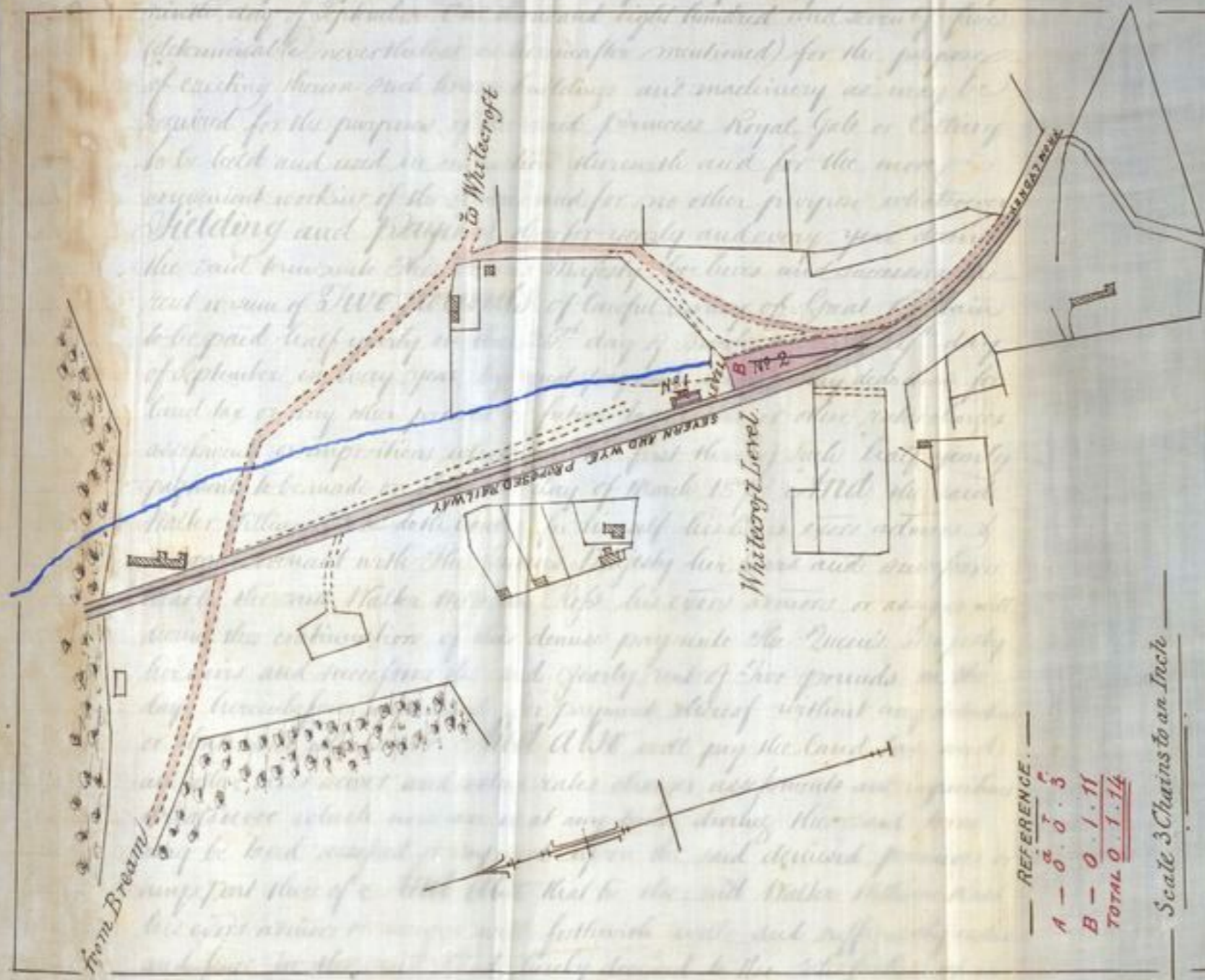
with reference to the said excepted premises To have and to hold the said pieces of land unto the said Walter William Ross his exors admors and assigns Subject nevertheless to the provisions of the Act of Parliament 1st and 2nd Victoria Chapter 113 and 24th & 25th Victoria Cap: 110 for the term of Thirty one years from the tenth ninth day of September One thousand eight hundred and seventy five (determinable nevertheless as hereinafter mentioned) for the purpose of erecting thereon such houses buildings and machinery as may be required for the purposes of the said Princess Royal Gale or Colliery to be held and used in connection therewith 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 Two pounds of lawful money of Great Britain to be paid half yearly on the 25th day of March and the 29th 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 three of such half yearly payments to be made on the 25th day of March 1874 **And** the said Walter William Ross doth hereby for himself his heirs exors admors & assigns covenant with The Queen's Majesty her heirs and successors that he the said Walter William Ross his exors admors or assigns will during the continuation of this demise pay unto The Queen's Majesty her heirs and successors the said yearly rent of Two pounds on the days hereinafore 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 Walter William Ross his exors admors 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 Commr 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

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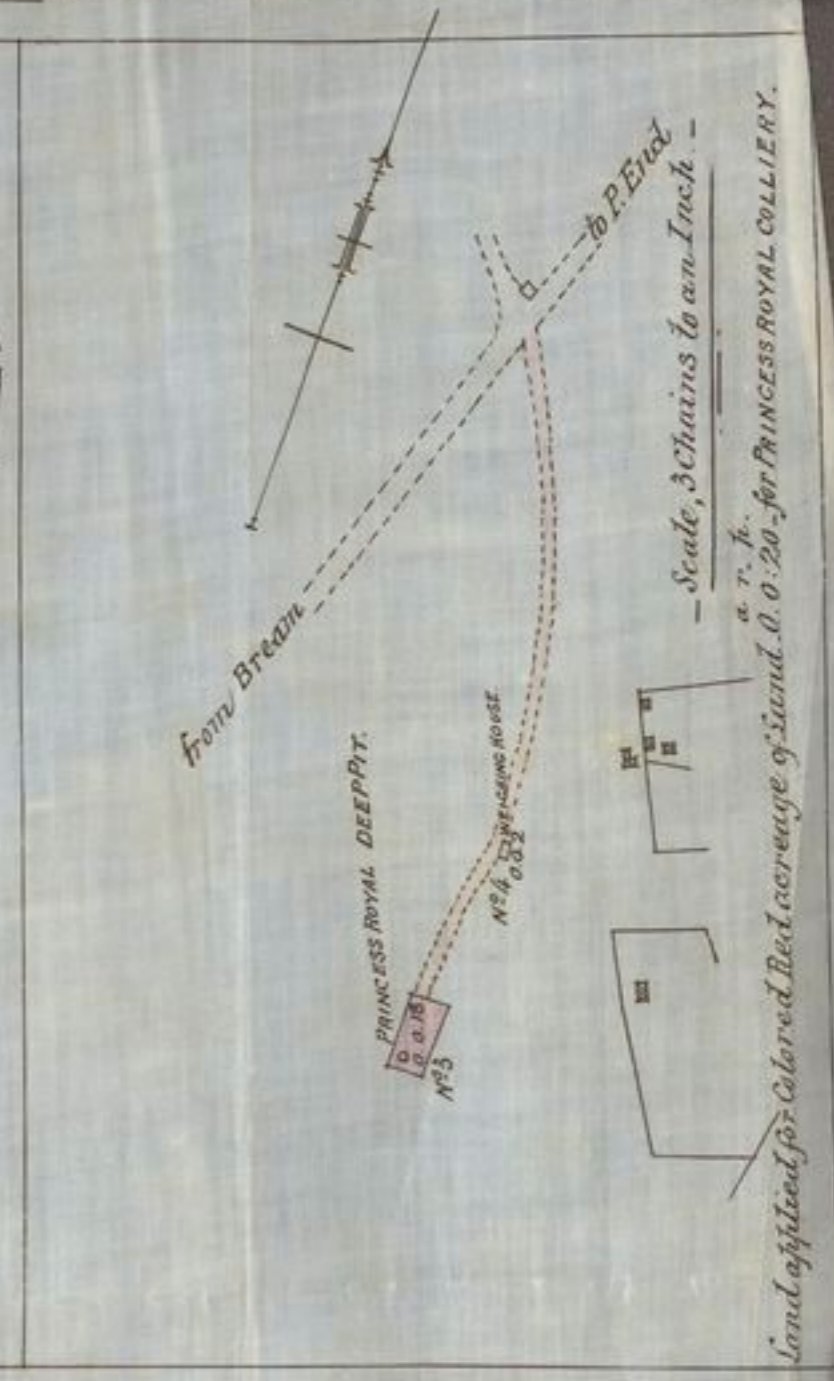
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with reference to the said excepted premises To have and to hold the said pieces of land unto the said Walter William Ross his executors and assigns Subject nevertheless to the provisions of the Act of Parliament 1st and 2nd Victoria Chapter 113 and 214th 125th



REFERENCE -
 A - 0.0.5
 B - 0.1.11
 TOTAL 0.1.16

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Scale, 3 Chains to an Inch -
 Sand applied for Colored Bed average of Sand 0.0.20 - for PRINCESS ROYAL COLLIERY.

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 lauds 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
Commr or other Officer or Officers aforesaid or the Deputy Surveyor
or Deputy Gavelor 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 Walter William Ross
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 Walter William Ross his exors 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 Commr as aforesaid or other the Commr
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 expressly required to be made
erected or set up for the purposes of the said Colliery 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 Coal or Seal 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 lauds 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
Walter William Ross his exors admors or assigns will at the end of



their 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 Comm^r as aforesaid
 or other the Commis^r 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 said Revenue
 Records and Inrolments and Minutes or Doquets thereof respectively to be
 entered in the Office of the said Comm^r of Her Majesty's Woods Forests
 and said 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 Princess Royal
 Gale or Colliery shall be relinquished or given up or cease to be worked
 pursuant to the rules orders and regulations of the Queen's 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 Two pounds hereby reserved or any part of the same shall
 be unpaid for thirty days next after either of the days of payment
 on which the same ought to be paid or if the said Walter William
 Ross his exors admors 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 Commis^r as aforesaid or other the Comm^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 leave
 again retain repossess and enjoy as in her or their former estate and
 the said Walter William Ross his 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

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Sufficiently attested 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 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 (H.) Howard W W (H.) Ross

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

J Russell Towry
Office of Woods &
Mitchell Place

Signed sealed and delivered by the within named Walter
William Ross in the presence of

Walter D Oryett, Captain
R M's Indian Army
75 Derby Square, Douglas
Isle of Man

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

8th November 1877.

Release

Dated 17th December 1877

This Indenture made the seventeenth day of December One thousand eight hundred and seventy seven **Between**

Forest of Dean & Hundred of Saint Briavels

The Ebbw Vale Steel Iron and Coal Company Limited of the first part **The Honorable James Kenneth Howard** the Commissioner of Her Majesty's Woods Forests and Land Revenues leaving the management and direction of Dean Forest in the County of Gloucester and of all lands mines minerals and substrata belonging to Her Majesty within the Hundred of Saint Briavels in the same County

The Regist^r Owners of the Prince of Wales Colliery Gate

and Her Majesty's Gaveler of and for the said Forest of the second part and **The Queen's Most Excellent Majesty** of the third part

to The Queen's Most Excellent Majesty

Whereas the said Company are the Registered Owners of an unopened Gate of Coal called the Prince of Wales Colliery described in a Grant made on the fifteenth day of June One thousand eight hundred and forty two **And whereas** the Registered Owner or Registered Owners for the time being have not bonâ fide commenced opening the said Gate within the space of five years from the date of the Award of the Forest of Dean Mining Commissioners of 1871 bearing date the eleventh day of June 1872 and the said Registered Owner have become as from the eleventh day of June 1877 liable to be evicted therefrom by Her Majesty as might be done on the forfeiture of a lease for breach of condition **And whereas** it has been agreed between the said Registered Owners and the said James Kenneth Howard as such Commissioner and Gaveler as aforesaid that in consideration of the forbearance for a period of five years from the 11th day of June 1877 of the execution of the said right of recutry so accrued to Her Majesty by reason of the Registered Owner or Registered Owners for the time being not having bonâ fide commenced opening the said Gate within the said space of five years from the date of the said Award such Release and Surrender of Shortworkings and such Covenant and Grant shall be executed by the said Registered Owners as is hereinafter contained **And whereas** the accumulated Shortworkings which the said Registered Owners by virtue of Rule 14 in the second Schedule annexed to the Dean Forest Mining Commissioners Award of Coal Mines in 1871 as explained by the said Award of 1872 have the liberty of making up in any succeeding year or years so long as they continue in the occupation of the said Gate paying the proper rents and royalties to the Crown and duly observing the conditions under which they hold amounted on the eleventh day of June 1877 to the sum of Four hundred and twenty two pounds six

Release of Shortworkings accumulated to the 11th day of June 1877

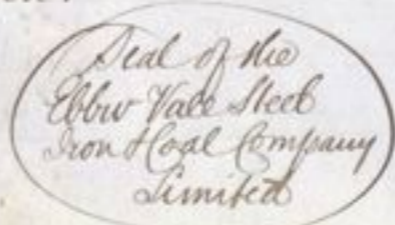
£422.6.7

shillings and seven pence Now this Indenture witnesseth that the said Company do by these Presents for themselves their successors and assigns release surrender and renounce unto the Queen's Most Excellent Majesty her heirs and successors all right and liberty of them the said Company their successors and assigns and all persons holding through or under them of making up the accumulated shortworkings of the years prior to the said eleventh day of June 1877. —

Provided always And the said Company do hereby for themselves their successors and assigns covenant and grant with and to the Queen's Most Excellent Majesty her heirs and successors in manner following that is to say

- 1 That the said right of reentry so accrued to Her Majesty her heirs and successors shall not be deemed to be waived by these presents or by the receipt of rent or by the registration of any transfer of the said Gale before the Registered Owners of the said Gale shall have bonâ fide commenced opening the same
- 2 That all powers of taking suing for or recovering and all obligations and covenants for payment of galeage rent dead rent or certain rent and royalty or tonnage duty shall be in force and shall apply with reference to galeage rent dead rent or certain rent and royalty or Tonnage duty without deduction of the shortworkings of the years prior to the eleventh day of June 1877. —
- 3 That nothing herein contained shall diminish or postpone any right or power of reentry or other right or power of Her Majesty her heirs and successors other than the particular right of reentry accrued on the eleventh day of June 1877 and agreed to be postponed as hereinbefore mentioned. —

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 Company have hereunto set their common seal and the said James Kenneth Howard hath hereunto set his hand and seal the day and year first above written.



James K. Howard

The Common Seal of the Ebbw Vale Steel Iron and Coal
 Company Limited was hereunto affixed, in pursuance of a Resolution
 passed by the Board of Directors of the Company, in the presence of
 Wm Sumner
 Adolphus Sington } Directors
 Robt Smith - Secretary

Signed sealed and delivered by the within named James
 Kenneth Howard in the presence of
 Russell Lowray
 Office of Woods &
 Whitehall Place

I certify that a duplicate of this deed has been deposited in the
 Office of Land Revenue Records and Inrolments and an entry
 thereof made or filed by me
 W G Hewlett
 Keeper of the Records
 24th December 1877.

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