Dated 27th October 1882.
Co. of Hereford
Messrs Wm B Brain and Alfred Ridler
— to —
The Queens Most Excellent Majesty.

Surrender of Lease (dated 24th June 1875) of Mines of Iron ore and Ironstone within part of the Highmeadow Estate at Whitchurch & Ganarew.

This Indenture

made the twenty seventh day of October One thousand eight hundred and eighty two Between William Blanch Brain and Alfred Ridler respectively named in the Indenture of the first day of January One thousand eight hundred and seventy six endorsed on the within written Indenture of the first part Sir Henry Brougham Loch, K.C.B, the Commissioner of Her Majesty's Woods Forests and Land Revenues in charge of the premises demised by the within written Indenture of the second part and The Queen's Most Excellent Majesty of the third part **Whereas** the mines and premises demised by the within written Indenture of Lease which is dated the twenty fourth day of June One thousand eight hundred and seventy five and is made between The Queen's Majesty of the first part The Honorable James Kenneth Howard the Commissioner of Her Majesty's Woods Forests and Land Revenues then in charge of the premises by the within written Indenture demised of the second part and James Ridler of the third part are now vested in the said William Blanch Brain and Alfred Ridler for all the residue of the term of years thereby granted and they have requested the said Sir Henry Brougham Loch as such Commissioner as aforesaid to accept on behalf of Her Majesty a Surrender as from the twenty fifth day of June One thousand eight hundred and eighty one of the same premises which the said Sir Henry Brougham Loch with the consent of the Commissioners of Her Majesty's Treasury signified by their Warrant dated the ninth day of January One thousand eight hundred and eighty two has agreed to do **Now this Indenture witnesseth** that in pursuance of the premises they the said William Blanch Brain and Alfred Ridler with the consent of the said Sir Henry Brougham Loch testified by his executing these presents DO Surrender to The Queens Majesty **All** and singular the mines beds and seams of iron ore and iron stone within or under the parcel of land called Doward or Lords Wood including Bilbin Meadow containing together two hundred and eighty nine acres one rood and thirty two perches situate partly in the Parish of Whitchurch and partly in the Parish of Ganarew in the County of Hereford and more particularly described in the within written Indenture and all other (if any) the premises demised by the within written Indenture including all rights powers and privileges thereby granted **And** all the Estate right title term and interest therein of the said William Blanch Brain and Alfred Ridler and each of them **To the intent and purpose** that the term of years created by the within written Indenture and all the

estate and interest now subsisting in the said premises under or by virtue of the same Indenture may be merged and extinguished in the reversion freehold and inheritance of the said premises now vested in Her Majesty in right of Her Crown And the said William Blanch Brain and Alfred Ridler do hereby for themselves their heirs executors and administrators and each of them doth hereby for himself his heirs executors and administrators covenant with The Queen's Majesty her heirs and successors that they the said covenanting parties or one of them now have or has good right and full power to surrender the said premises in manner aforesaid And the said Sir Henry Brougham Loch doth hereby direct that this deed shall be deemed to be fully and sufficiently inrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Inrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Inrolments In witness whereof the said parties to these presents of the first and second parts have hereunto set their hands and seals the day and year first above written.

W Blanch Brain (L.S.)
Alfred Ridler (L.S.)
Henry B Loch (L.S.)

Signed sealed and delivered by the above named William Blanch Brain in the presence of - B LeNeve Foster, St. Annals, Cinderford, Gentleman.

Signed sealed and delivered by the above named Alfred Ridler in the presence of - B LeNeve Foster, St. Annals, Cinderford, Gentleman.

Signed sealed and delivered by the above named Sir Henry Brougham Loch in the presence of - J Russell Sowray, Office of Woods, &c, Whitehall Place.

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

H G Hewlett
Keeper of the Records.

1st November 1882

Dated Septr.
Deau
Attorn as Tenan Wm. Ame in respe premise Speech Walk

Dated Septr.
Deau
Attorn as tenan William in respe premises Littledean

Dated 4th Septr. 1882

Dean Forest

Attornment as Tenant by Mrs. Amelia Evans in respect of premises in Speech house Walk

I the undersigned Amelia Evans do hereby acknowledge and admit that Her Majesty in right of Her Crown is seized of or entitled to the Messuage Tenement or Dwellinghouse and land containing by admeasurement one acre three roods and twenty two perches now in my occupation near Lightmoor Colliery in Speech House Walk in the Forest of Dean and County of Gloucester And I do hereby attorn tenant to Her Majesty in respect of the same premises and I agree to hold the same as monthly tenant from the first day of April 1882 at the monthly rent of Eleven shillings and eight pence which I hereby agree to pay on the first day of every month the first five months of such payments to be made on the first day of September 1882.

Dated the 4th day of September 1882.

Amelia Evans

Witness

Marmaduke Laver.

Inrolled in the Office of Land Revenue Records and Inrolments the 5th day of October 1882

H G Hewlett
Keeper of the Records.

Dated 4th Septr. 1882

Dean Forest

Attornment as tenant by William Roberts in respect of premises in Littledean Walk

I the undersigned William Roberts do hereby acknowledge and admit that Her Majesty in right of Her Crown is seized of or entitled to the Messuage Tenement or Dwellinghouse and premises now in my occupation at or near Tingles Iron Mine Pit situate in Edge Hill Plantation in Littledean Walk in the Forest of Dean and County of Gloucester And I do hereby attorn Tenant to Her Majesty in respect of the same premises and I agree to hold the same as monthly tenant from the first day of July 1882 at the monthly rent of five shillings which I hereby agree to pay on the first day of every month the first of such payments to be made on the first day of August 1882.

Dated this 4th day of September 1882.

William Roberts

Witness

Marmaduke Laver

Inrolled in the Office of Land Revenue Records and Inrolments the 5th day of October 1882.

H G Hewlett
Keeper of the Records

384.

1551

New Forest
Cricket ground
at Swan Green

Lord Londesborough

Formal acceptance
of conditions of
Consent

26 Oct. 1882

Londesborough Lodge
Scarborough.
26th October 1882

Sir,

In conformity with your letter to me of the 23rd October I hereby agree to pay the Crown an acknowledgment of 5/- on the 31st October in every year during which the permission continues for permission during pleasure to level drain and keep in repair as a Cricket ground a piece of Crown land on Swan Green in the New Forest for the purpose of playing Cricket thereon.—

The said piece of ground (which will remain subject to all rights of Common and other rights which may now exist over it) to be kept in a state satisfactory to the Deputy Surveyor of the New Forest.

Londesborough

Sir Henry B Loch, K.C.B.

Docquet of ~~Assignment of Lease to Mr. E. Standish~~ Probate of the Will of the late W. E. Standish 385
entered in Woods Lease Book 18 page 119.

Dated 31st Oct. 1882

County of Southampton
New Forest

Sir H. B. Loch, K.C.B., a Commissioner of Her Majesty's Woods &c.

— to —

Wm. Cecil Standish Esq.

Lease of a Mansion House & Lands containing a. r. p. 65. 0. 4 called New Park and rights of sporting over additional land adjoining containing a. r. p. 377. 3. 18.

Commencing 29 Sept. 1882
Term of years ... 7
Expires 29th September 1889
Rent £273/19/7 per annum

Copy Plan deposited within Drawing Clerk

This Indenture made the thirty first day of October One thousand eight hundred and eighty two Between The Queen's Most Excellent Majesty of the first part Sir Henry Brougham Loch K.C.B. the Commissioner of Her Majesty's Woods Forests and Land Revenues in charge of the lands and hereditaments hereinafter mentioned of the second part and William Cecil Standish of New Park Lyndhurst in the County of Southampton Esquire hereinafter called "the said Lessee" of the third part Witnesseth that in consideration of the rents and covenants hereinafter reserved and contained and on the part of the said Lessee to be paid and performed The said Sir Henry Brougham Loch as such Commissioner as aforesaid in exercise of the powers of an Act of Parliament of the 10th George IV Chapter 50 and of an Act of the 14th and 15th years of the reign of Her present Majesty Chapter 42 and of all other powers and authorities enabling him so to do and by and with the consent of the Lords Commissioners of Her Majesty's Treasury signified by their Warrant dated the sixth day of September One thousand eight hundred and eighty two Doth on behalf of the Queen's Majesty demise and lease unto the said Lessee his executors administrators and assigns All that messuage or Mansion house called New Park and all those several pieces of land therewith usually held containing together with the site of the said messuage sixty five acres and four perches or thereabouts with the Cottages Lodge and other buildings thereon which said premises are more particularly described in the first part of the Schedule hereunder written and are delineated and coloured green on the plan annexed to these Presents And also the right of sporting and shooting over all those other plantations and lands thereto adjoining containing together three hundred and seventy seven acres three roods and eighteen perches or thereabouts more particularly described in the second part of the said Schedule and delineated and colored blue and pink on the said plan Subject nevertheless to the same right for the occupiers for the time being of such last mentioned premises and lands to kill and take the Ground Game upon the premises in their respective occupations as is conferred upon every occupier of land by the Ground Game Act 1880 All which said premises hereinbefore described are situate in the Parishes of Lyndhurst and Brockenhurst in the said County of Southampton Together with rights of way and passage with or without Horses Cattle Carts and Carriages common with Her Majesty her heirs and successors and her and their Grantees Lessees and Tenants and Her and their Agents Servants and Workmen through and over part of the said lands coloured Pink

on the said plan between the points thereon marked respectively A and B. C and D. E. F and G and E and B. Except and reserving to Her Majesty Her Heirs and Successors and her and their Grantees Lessees and Tenants and her or their Agents Servants and Workmen a similar right of way through and over the said lands edged green on the said Plan between the points thereon marked H I and K respectively and Except and reserving unto the Queen's Majesty her heirs and successors all timber and other trees tellars pollards spires and saplings whether on Stools or otherwise Plantations and all mines and mineral substances whatsoever and all quarries of Stone and veins or beds of Clay brick and tile earth gravel sand and other substrata in or upon the said premises with full liberty for Her Majesty her heirs and successors and for the Commissioner or Commissioners for the time being of Her Majesty's Woods Forests and Land Revenues in charge of the said premises hereinafter called the said Commissioner or Commissioners or her his or their Officers Grantees Agents and Servants or any of them with or without Horses Cattle Carts and Carriages from time to time to enter upon the said premises hereby demised to view cut down grub up saw work and convert the said trees tellars pollards spires and saplings and plantations and to dig search for and get up work dress and make merchantable the said mines and mineral substances Stone clay brick and tile earth gravel sand and other substrata and the said excepted premises or any part thereof respectively to carry away and for the several purposes aforesaid to make and erect all requisite warehouses engines machines sheds saw pits and other conveniences on the said demised premises reasonable compensation being made to the said Lessee his executors administrators or assigns for all damage that may be done to the crops growing on the said land by the exercise of any of such powers the amount of such compensation if not agreed upon to be fixed by two arbitrators or in case of their disagreement by an Umpire to be by them chosen one of such Arbitrators being appointed by the said Commissioner or Commissioners and the other by the said Lessee **To have and to hold** the said premises hereby demised unto the said Lessee his executors administrators and assigns (who are hereinafter unless otherwise mentioned included in the word Lessee) from the twenty ninth day of September One thousand eight hundred and eighty two for the term of **Seven years Paying therefor** unto Her Queen's Majesty Her Heirs

and successors during the said term the clear yearly rent of Two hundred and seventy three pounds nineteen shillings and sevenpence by equal quarterly payments upon the twenty fifth day of December the twenty fifth day of March the twenty fourth day of June and the twenty ninth day of September in every year during the first six years and three quarters of a year of the said term the first of such payments to be made on the twenty fifth day of December One thousand eight hundred and eighty two and the rent for the last quarter of a year of the said term to be paid in advance on the twenty fourth day of June next preceding the expiration of the said term **And also Paying** unto the Queens Majesty her heirs and successors in like manner such further rent as will be equal to Five pounds per cent per Annum upon all moneys charges and expenses that have been since the first day of September one thousand eight hundred and eighty two or that may at any time or times during the said term be laid out and expended or incurred by Her Majesty her heirs or successors at the request of the said Lessee in or in anywise incidental to the erection of any new building or making any improvements in the buildings or otherwise upon the said premises such rent to commence from the quarter day next after the day or respective days on which such new buildings and improvements shall have been completed and thenceforth to continue payable on the days aforesaid during the remainder of the said term **And it is hereby agreed** that all new buildings erected upon the demised premises at the expense of Her Majesty shall be erected in accordance with plans designs sections and specifications to be approved of by the said Commissioner or Commissioners And the site thereof and the quantity of land to be allotted to any Cottage so erected shall be settled and determined by the said Commissioner or Commissioners And that as to the amount of the moneys charges and expenses expended or incurred as hereinbefore mentioned and of the fact of the same having been expended or incurred as aforesaid the Certificate in writing of the Receiver for the time being of the rents of the said premises hereby demised shall be conclusive evidence **And also** paying yearly in like manner during the said term unto The Queen's Majesty her heirs and successors the further yearly rent of Forty pounds for every acre of land hereby demised which consists of meadow or pasture land and so in proportion for any less quantity than an acre thereof which at any time shall be ploughed broken up or used otherwise than as meadow or pasture land without the previous license in

writing of the said Commissioner or Commissioners such rent to be paid quarterly at or upon the days of payment aforesaid the first payment thereof to begin and to be made on such of the said days of payment as shall next happen after the same shall have been incurred which said rent of forty pounds per acre not to be considered as reserved by way of penalty but as a liquidated and fixed rent agreed to be paid in the case aforesaid all which said several rents hereinbefore reserved or such of them as may from time to time be payable are to be paid into the hands of Her Majesty's Receiver for the time being of the rents and profits of the said premises free from all present and future taxes charges assessments and other impositions and outgoings whatsoever except Landlords Property tax; And the said Lessee doth hereby for himself his heirs executors administrators and assigns covenant with the Queen's Majesty her heirs and successors in manner following that is to say

1. To pay unto The Queen's Majesty her heirs and successors the said yearly rent or sum of Two hundred and seventy three pounds nineteen shillings and seven pence and (if and when the same shall become payable) the said several additional rents hereby reserved upon the respective days and in manner aforesaid.—
2. To pay the Land tax tithes rent charges in lieu of tithes and all drainage or sewer rates and all other taxes charges rates assessments and impositions and outgoings whatsoever now or at any time hereafter to be taxed charged rated assessed or imposed in respect of the said premises under any existing or future Act of Parliament (except the landlord's property tax) together with a proportionate part thereof up to the day of the end of this demise.
3. To keep in good and substantial repair during the said term the messuage and all other buildings on the land hereby demised and all other buildings from time to time erected on the said land together with all fixtures and also the walls gates stiles mounds banks and bridges drains outfalls culverts hedges ditches and fences now being or that may hereafter be on the said land and to paint or tar in a proper manner such parts of the said buildings and fences as have been or are usually painted or tarred and in particular in the third and again in the last years of the term hereby granted to paint three times over with good and proper oil colors in a workmanlike manner and to the satisfaction of the said Commissioner or Commissioners all the outside

wood and iron work of the messuage buildings and premises hereby demised and all other buildings then being on the said demised premises where before or usually painted.

4 To clear out and cleanse once in every year in a proper manner all the ditches watercourses sluices sewers & drains belonging to the said premises And in case the said Lessee shall at any time neglect or omit to cleanse the said ditches watercourses sluices sewers and drains as aforesaid the said Commissioner or Commissioners may cause the same to be done and charge the expense thereof to the said Lessee which may be recovered as rent hereby reserved and in arrear.

5 To insure forthwith and at all times keep insured the messuage and buildings hereby demised and all other buildings that may at any time during the said term be erected on the said premises from damage by fire in the joint names of the Queen's Majesty her heirs and successors and of him the said Lessee or his executors admors or assigns in some or one of the public Offices of Insurance to be approved of in writing by the said Commissioner or Commissioners in such sum or sums of money as shall be equal to three fourth parts at the least of the actual value thereof respectively and to show whenever required so to do to Her Majesty's said Receiver of the said premises the policy of insurance and the receipt or receipts for the premium in respect of such insurance for the current year And in default of such insurance being so effected or of the production of the policy or receipt or receipts as aforesaid the Queen's Majesty her heirs or successors or the said Commissioner or Commissioners may insure the said buildings in such name or names as she he or they may think fit in such amount as hereinbefore is mentioned or in any less amount And all moneys paid by Her Majesty her heirs or successors or by the said Commissioner or Commissioners for such insurance shall be recoverable as rent hereby reserved and in arrear And in case the said messuage and buildings or any part thereof shall during the said term be destroyed or damaged by fire then as often as the same shall happen all such sums of money as shall be received by virtue of such insurance shall forthwith be paid to the said Commissioner or Commissioners to be applied in rebuilding or reinstating the same messuage or buildings to the satisfaction of the said Commissioner or Commissioners or his or their Surveyor and in case the moneys to be received by virtue of such insurance shall not be sufficient for that purpose the said Lessee will make good the amount of every such

deficiency.-

6 To manage all the said land hereby demised in accordance with the best system of husbandry and to keep the said land clean and in good heart and condition.

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

8 To yield up on the expiration or other sooner determination to the Queen's Majesty her heirs or successors or to the said Commiss^r or Commissioners all the said premises hereby demised together with all new erections improvements and fixtures as to the buildings walls gates stiles mounds banks bridges drains outfalls culverts hedges ditches and fences in good and substantial repair and properly painted and tarred and as to the land clean and in good heart and condition

9 To preserve all the trees tellars pollards spires and saplings for the time being standing or growing upon the said premises from bite of cattle or other injury and not to cut down fell or destroy lop top or prune any of such trees tellars pollards spires or saplings under the penalty of Ten pounds for every such tree tellar pollard spire or sapling to be from time to time paid to the Queen's Majesty her heirs and successors as a liquidated fine in addition to the actual amount of the damage so done as

aforesaid.

10. Not to raise or remove or suffer to be raised or removed any mineral substance stone clay brick or tile earth gravel sand or substrata from the said premises nor commit or suffer any wilful or voluntary waste spoil or destruction in or upon the said demised premises or any part thereof but to use and manage the lands hereby demised in a good and husbandlike manner.

11 To use his best endeavours to prevent any person or persons from enclosing any waste land lying contiguous to or in front of the land hereby demised or any part thereof and to give notice to the said Commissioner or Commissioners of any attempt to enclose the same within one week next after such attempt shall have been made.—

12. Not to cut for hay any of the feeding or pasture lands hereby demised but once or oftener in every year to spud and destroy the thistles and docks thereon and to cut and level and keep cut and levelled from time to time during the said term in a workmanlike manner all the ant hills on the pasture and meadow hereby demised.—

13. Not to cut in any one year more than one crop of hay in any one field of meadow land hereby demised and after every second crop of hay made on the said land to spread and bestow thereon ten cart loads per acre of good dung or other manure equivalent thereto.—

14 Not to erect any additional building on the land hereby demised nor cut or injure any of the principal timbers or walls or make any alteration whatsoever in the plan or elevation of the messuage and buildings hereby demised or of any other building hereafter erected on the demised premises without in each case first obtaining the consent in writing of the said Commissioner or Commissioners or his or their Architect or Surveyor.

15 Not to use the messuage and buildings hereby demised nor any other buildings for the time being on the premises hereby demised otherwise than as a private residence and cottages and buildings held therewith

16. From time to time during the said term to kill or destroy and effectually keep down the hares and rabbits upon the said land colored green and blue on the said plan so as to prevent the number of them from increasing or impeding the good management of such lands or injuring the crops trees shrubs and fences or any part of such lands and in case the said Lessee shall neglect or omit so to do within ⁿ/ days after being required by notice in writing signed by or on behalf of the said Commissioner or Commiss^rs

sic. and give to the said Lessee or left as hereinbefore mentioned it shall be lawful for the said Commissioner or Commissioners at his or their discretion to appoint any person or persons and for such person or persons to take such steps as he or they shall think fit for killing and reducing the said hares and rabbits to such number as shall in the opinion of the said Commissioner or Commissioners be consistent with the good management of the said lands and prevent injury to the said crops trees shrubs and fences and the costs and charges of the appointment and proceedings of such person or persons together with the amount of all damage occasioned by such neglect or omission as aforesaid (which shall be ascertained by a Valuer to be appointed by the said Commissioner or Commissioners) shall be paid by the said Lessee to Her Majesty her heirs or successors on demand.—

17. Not to commit or suffer to be done any damage or injury to the trees fences or crops of Her Majesty her heirs or successors or of the tenants or occupiers of the land colored blue on the said plan and in case of such damage or injury being done to make full compensation to Her Majesty her heirs or successors or to the tenants or occupiers as the case may be of such land for all such damage or injury and the amount of compensation to be paid shall be ascertained by a valuer to be appointed by the said Commissioner or Commissioners.

18 To leave at the end or other sooner determination of the term hereby granted a fair and reasonable stock of game on the said land colored blue on the said plan.

19 Not to assign or underlet the said premises hereby demised or any part thereof (except as hereinafter mentioned) or part with the possession of this Lease without the License and consent in writing of the said Commissioner or Commissioners but this covenant shall not prevent the said Lessee from underletting any Cottages upon the said premises.

20. To procure every Assignment which may with such license as aforesaid be made of these presents or of the premises hereby demised or any part thereof and all Probates of Wills and Letters of Administration affecting this Lease or the term hereby granted to be within six calendar months from the date thereof respectively inrolled in the Office of Land Revenue Records and Inrolments & a minute or docket thereof entered in the Office of the said Commissioner.—

21 Provided always and these presents are upon this condition that if the said yearly rent of Two hundred and seventy three pounds nineteen shillings and seven pence or any part thereof or the said additional rents hereby reserved or any of them or any part of the same respectively shall be unpaid for the space of forty days next after either of the said days hereinbefore appointed for the payment thereof respectively or in case the said Lessee his executors admors or assigns shall not observe and perform the several covenants agreements and conditions herein contained and which on his or their part ought to be observed or performed or in case whilst the demised premises or any part thereof are vested in him or them for all or any part of the term hereby granted 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 he or they shall either voluntarily or involuntarily do or suffer to be done any act matter or thing whereby or in consequence whereof the term and interest hereby granted or any part thereof shall without such consent as aforesaid become vested in any person or persons whomsoever except by bequest or by representation as Executor or administrator then and in any of the said cases it shall be lawful for Her Majesty her heirs and successors or the said Commissioner or Commissioners on behalf of Her Majesty her heirs and successors to enter into and upon and retain possession of the said hereby demised premises as fully and effectually in all respects as if these presents had not been made And it is hereby covenanted and declared that in case any reentry shall be made under the proviso lastly hereinbefore contained there shall be payable by the said Lessee to Her Majesty her heirs and successors in addition to any rent then due in respect of the said premises a proportionate part of the accruing rent for the then current quarter of a year from the last quarterly day for payment up to the day on which such reentry shall have been made.—

22 Provided always And it is hereby agreed and declared that the powers in this Lease given to the said Commissioner or Commissioners to do divers acts and to take divers proceedings in case the said Lessee does not perform and keep certain of the covenants hereinbefore contained shall be in every case deemed to be in addition to and not in substitution for the rights of the Crown in respect of or consequent upon the breach of any covenant by the said Lessee and all such rights may be enforced in due course of law either by proceedings to recover possession of the said demised premises

or to recover damages or by other proceedings notwithstanding any of the provisions in this Lease contained.

23 And it is hereby declared and agreed that the agricultural Holdings (England) Act 1875 shall not apply to this present Lease or Contract of Tenancy nor to any Contract of tenancy from year to year which may arise on the expiration or determination of the term hereby granted And the said Sir Henry Brougham Loch doth hereby direct that this deed shall be deemed to be fully and sufficiently involled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Involments and the filing or making an entry of such deposit by the Keeper of the said Records and Involments In witness whereof the said parties to these presents of the second and third parts have hereunto set their hands and seals the day and year first above written

The Schedule above referred to

Part I

No. on Plan	Name or Description	Cultivation	Quantity a	r	p	Total Quantity a	r	p
1	Mansion House and grounds	Garden & Shrubberies	5	0	16			
2a	Bailiff's Cottage Coachhouse Stables and Farm buildings	Homestead	"	1	10			
5	The Pound	Pasture						
6	Spar Lake	Meadow	58	3	9			
7	Lodge Shrubbery & Garden	Garden	"	2	10			
8	Cottage and Garden		"	"	39			
		Total of Part I				65	0	4

Part II

20	Row in Hollands Wood ground	Coppice	2	2	38			
22	Row in Great Meadow or do do	"	1	0	33			
24	Round Coppice	"	17	2	31			
25	Water Coppice	"	43	0	9			
26	Round Hill Coppice	"	103	0	30			
	Note. Over parts of the above lands colored Blue a right of way with or without horses carts and carriages in common with Her Majesty Her Heirs and Successors and her and their grantees, lessees and tenants and Her and their Agents Servants					167	3	21

and

No on plan	Name or Description	Cultivation	Quantity a	r	p	Total Quantity a	r	p
	and Workmen has been demised to Thomas Gossling which rights of way are delineated and marked G. L. M. - B. N. - D. O. and A. P. on the plan attached hereto							
2	Barton Yard and Farm buildgs	Homestead	1	2	30			
3	Stack yard	"	"	3	10			
4	Cottages & Gardens	Gardens	"	2	34			
9	Brick kiln Field	Arable	24	0	16			
10	Round Hill	"	21	1	36			
11	Fitzroy Pound & Stray Pound	Meadow	4	0	39			
12	Road	Road	"	3	17			
13	Oxhouse Ground	Arable	26	3	4			
14	Twenty acres	"	19	2	20			
15	Horse Close	"	12	3	38			
16	Home Ground	Meadow	10	0	16			
17	Rams Ground	Arable	12	1	4			
18	Long Meadow							
19	Lower Hollands Wood Ground	"	24	3	1			
21	Great Meadow or Hollands Wood Ground	Meadow	26	2	31			
23	Queen's Meadow	"	22	3	21	209	3	37
					Total	442	3	22

Henry B (L.S.) Lock W C Standish (L.S.)

Signed sealed and delivered by the within named Sir Henry Brougham Lock in the presence of - J Russell Sowray, Office of Woods &c, Whitehall place

Signed sealed and delivered by the within named William Cecil Standish in the presence of - Gerald William Lascelles, Lyndhurst, Deputy Surveyor New Forest.-

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

A G Hewlett
Keeper of the Records

30 November 1882

Dated 19th October 1882

Dean Forest
Ellwood Colliery

Award
— of —
Wm. G. C. Greenwell.

Whereas the Honorable James Kenneth Howard late one of the Commissioners of Her Majesty's Woods Forests and Land Revenues and the Gaveller of the Forest of Dean in the County of Gloucester in pursuance of the power given to him by the Acts of the first and second Victoria Cap: 43 and the twenty fourth and twenty fifth Victoria Cap: 40 did by a certain writing under his hand dated twelfth May One thousand eight hundred and eighty one give notice that he had elected and by the said Writing did elect that the Galeage rent and also the Royalty or Tonnage duty payable to Her Majesty her heirs or successors for or in respect of (amongst other Gales of Coal or Coal Mines) the Gale of Coal or Coal Mine called or known by the name of "Ellwood Colliery" under or by virtue of the grant under which the same Gale or Colliery was then held should cease and determine from the twenty fourth day of June One thousand eight hundred and eighty one and by the said writing the said James Kenneth Howard the said Gaveller gave notice also that upon such cesser he should proceed to fix the amount of the new Galeage rent and royalty or tonnage duty for the twenty one years thence next ensuing according to the provisions of the said Acts

And whereas after such cesser as aforesaid the said James Kenneth Howard in pursuance of the hereinbefore mentioned Acts of Parliament by a Memorandum in writing under his hand dated the second day of August One thousand eight hundred and eighty one did thereby fix the amount of the new Galeage rent royalty or tonnage duty for the twenty one years next ensuing the twenty fourth day of June One thousand eight hundred and eighty one for or in respect of the Gale of Coal or Coal Mine called "Ellwood Colliery" at the sum of twelve pounds for the galeage or certain rent and three pence per ton on every ton of Coal raised and gotten in each year beyond the yearly quantity of nine hundred and sixty tons in lieu of the rent royalty or tonnage duty which had ceased in consequence of the election so as aforesaid declared by the said James Kenneth Howard the said Gaveller in his said Notice of Election bearing date the said twelfth day of May One thousand eight hundred and eighty one

And whereas the persons entitled to the said Gale called Ellwood Colliery did not within the space of three calendar months after the said cesser and determination of the said Galeage rent royalty or tonnage duty enter into an Agreement in writing with the Commissioners for the time being of Her Majesty's Woods Forests and Land Revenues determining the new galeage rent royalty or

tonnage duty for the said Gale or signify their desire to proceed to Arbitration under the provisions of the said Acts ~~or~~ one of them And **whereas** after fourteen days notice to the parties given according to the provisions of the first mentioned Act of Parliament application was made according to the provisions of the same Act on behalf of the Commissioners for the time being of Her Majesty's Woods Forests and Land Revenues to the Queen's Bench Division of the High Court of Justice to appoint a fit person to assign and determine the amount of the new Galeage rent royalty or tonnage duty for or in respect of the said Gale called "Ellwood Colliery" and the said Court upon such application appointed me the undersigned George Clementson Greenwell Mining Engineer as a fit person to determine the amount of the new Galeage rent or royalty or tonnage duty payable to Her Majesty her heirs and successors for or in respect of the said Gale **Now therefore** I the said George Clementson Greenwell having taken upon myself the burthen of the said Arbitration and having taken into consideration that the new Galeage rent royalty or tonnage duty is to be in lieu of the right of Her Majesty Her Heirs and Successors to put in a fitter man to work the said Gale and share the profit thereof and having taken such right as the basis and maximum for ascertaining the said new Galeage rent royalty or tonnage duty to be paid to Her Majesty her heirs and successors for the said Gale and having taken into consideration the particular circumstances attending the said Gale called Ellwood Colliery and its extent and probable cost of working and all other circumstances usual in the estimation of mining rents or royalties and having heard and considered all the evidence and allegations brought or made before me do make this Award of and concerning the matters so as aforesaid referred to me as follows (that is to say) **I assign and determine** the new Galeage rent royalty or tonnage duty payable to Her Majesty her heirs or successors for or in respect of the said Gale called Ellwood Colliery to be three pence for every ton of coal which shall be brought out of the Gale called Ellwood Colliery such Tonnage duty to be payable on the twenty fourth day of June and the twenty fifth day of December in every year and if by any reason whatsoever in any one year computed from the twenty fourth day of June either no Coal shall be brought out of the said Gale or only so little that the Tonnage duty computed at the rate aforesaid shall not amount for that year to the sum of Twelve pounds then in the first of the said cases the sum of Twelve pounds and in the second of the said cases such sum less than the said sum of Twelve pounds as with the Tonnage duty for the same year computed

at the rates aforesaid will amount to the said sum of Twelve pounds such sum of Twelve pounds or such less sum as aforesaid as the case may be to be payable on the twenty fourth day of June at the end of such year Given under my hand this nineteenth day of October in the year of Our Lord One thousand eight hundred and eighty two.

G C Greenwell
Duffield nr Derby

Witness to the signature of George Clementson Greenwell
Allan Greenwell
Duffield nr Derby
Assistant to Mr. Greenwell

Inrolled in the Office of Land Revenue Records and Inrolments the 3rd day of November 1882.

H G Hewlett
Keeper of the Records

Dated 30th Octr. 1882

The Honble J. K. HOWARD,

a Commissioner of Her Majesty's Woods, &c.,

and

Mr James Phelps

AGREEMENT for Letting

5 pieces of land at Hazel Hill with the buildings thereon

on a Yearly Tenancy from the 25th December 1882.

Rent £7. 10. 0. per Annum.

Articles of Agreement made the thirtieth day of October One thousand eight hundred and eighty two Between THE QUEEN'S MOST EXCELLENT MAJESTY of the first part THE HONORABLE JAMES KENNETH HOWARD a Commissioner of Her Majesty's Woods Forests and Land Revenues of the second part and James Phelps of Edge Hills near Mitcheldean in the Forest of Dean, Miner hereinafter called "the said Tenant" of the third part

THE said JAMES KENNETH HOWARD 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~~ those 5 several pieces or parcels of land with the buildings thereon situate at Hazel Hill in the said Forest of Dean and more particularly delineated on the plan annexed hereto and thereon coloured Red which said pieces or parcels of land contain in the whole a. r. p. 1. 1. 35½ or thereabouts and were

~~with the appurtenances situate at~~

lately in the several occupations of Knights representatives, John Gibbs and James Page together with the fixtures therein TO HOLD the same hereditaments to the said tenant his executors administrators and assigns from the twenty fifth day of December 1882 as tenant from year to year (the tenancy being however determinable as after mentioned) at the yearly rent of Seven pounds ten shillings to be paid to Her Majesty's Receiver in Dean Forest free from all taxes rates and deductions whatsoever except Landlord's property-tax) by equal Quarterly payments on the 25th day of March the twenty fourth day of June the 29th day of September and the 25th day of December in every year the first Quarterly payment to be due on the twenty fifth day of March 1883 AND the said tenant hereby agrees that he will pay to the Queen's Majesty the said yearly rent of £7. 10. 0 on the days and in the manner aforesaid And will also pay the land tax sewer rates tithes or tithe rent charge 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

Dated 30th Octr 1882

The Honble J. K. HOWARD,

a Commissioner of Her Majesty's Woods, &c.,

and

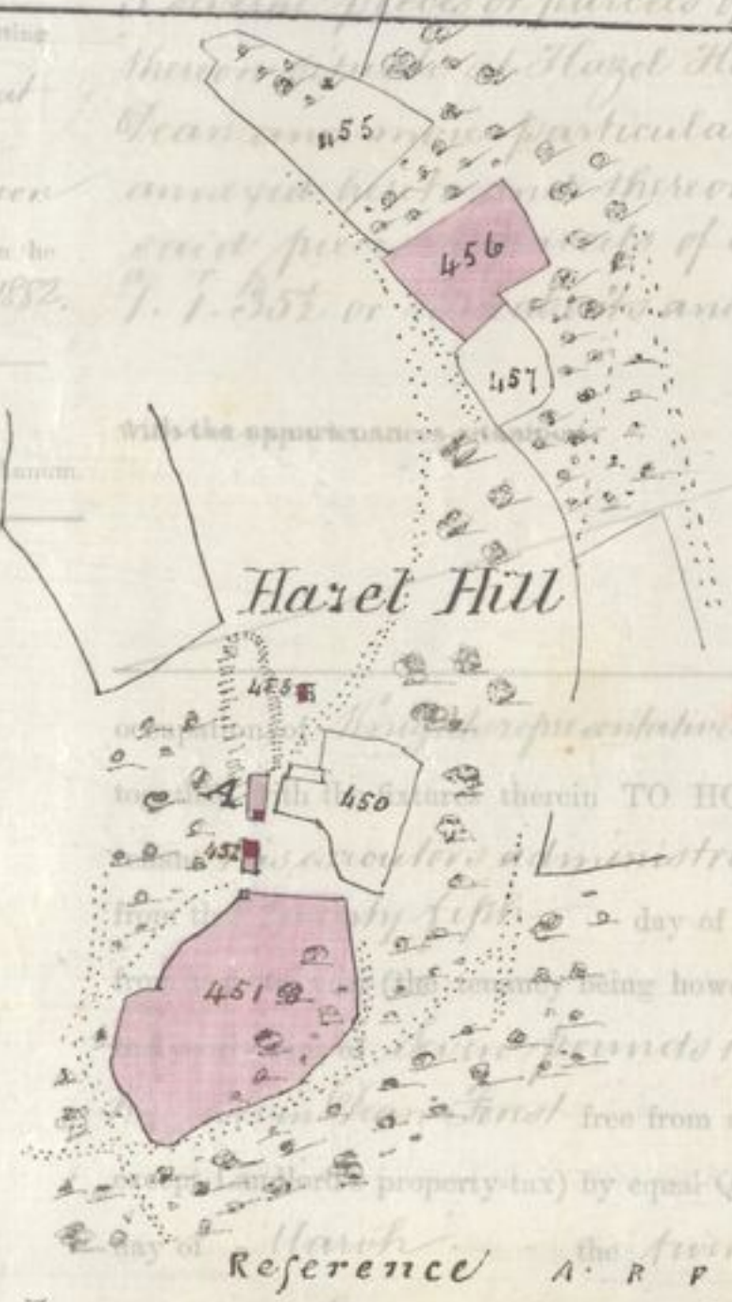
Mr James Phelps

Articles of Agreement

made the thirtieth day of October One thousand eight hundred and eighty two Between THE QUEEN'S MOST EXCELLENT MAJESTY of the first part THE HONORABLE JAMES KENNETH HOWARD a Commissioner of Her Majesty's Woods Forests and Land Revenues of the second part and James Phelps of Edge Hills near Mitcheldean in the Forest of Dean, Miner hereinafter called "the said Tenant" of the third part

THE said JAMES KENNETH HOWARD 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 those several pieces or parcels of land with the buildings thereon situate at Hazel Hill in the said Forest of Dean and more particularly delineated on the plan annexed hereto and thereon coloured Red which said pieces of land contain in the whole 1 A. 1 R. 35½ or thereabouts

AGREEMENT for Letting O. S. XXXI. 4 Piece of land at Hazel Hill with the buildings thereon on a Yearly Tenancy from the 25th December 1882. Rent £7. 10. 0. per annum.



No	Reference	A.	R.	P.
451	Land	1	0	13
452	Cottage and Barn	0	0	1½
A	Washhouse and Garden	0	0	2½
453 (part of)	Pigs Cot	0	0	0½
456	Land	0	1	18
	Total	1	1	35½

Scale. 3.15 Chains to an Inch

lately in the several James Page

ents to the said

as tenant

er mentioned) at

Her Majestys

ctions whatsoever

25th June

day of

be due on the

AND the said

said yearly rent

said And will also

er rates taxes and

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

F & T 100 5—81

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

(Signed) H. G. Hewlett

Keeper of the Records.

1st Nov.r 1882

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 JAMES KENNETH 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 Commissioner 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 intention so to do and if such notice shall proceed from the said Commissioner or Commissioners the same may be given to the said tenant or left for *him* upon the said premises and if such notice shall proceed from the said tenant the same shall be left at the Office of the Commissioners of Her Majesty's Woods Forests and Land Revenues AND IT IS HEREBY CONTRACTED AND AGREED between and by the said JAMES KENNETH HOWARD as such Commissioner as aforesaid for and on behalf of the Queen's Majesty on the one part and the said tenant on the other part that "The Agricultural Holdings (England) Act 1875" shall not apply to this present Contract of Tenancy AND the said JAMES KENNETH HOWARD doth hereby direct that this Agreement shall be deemed to be fully and sufficiently inrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Inrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Inrolments IN WITNESS whereof the said parties to these presents of the second and third parts have hereunto subscribed their names the day and year first above written.

Signed by the above-named Sir Henry Brougham Loch in the presence of
J Russell Fowray jr.
Office of Woods &c.
Whitehall Place

(Signed) Henry B. Loch

Signed by the above named James Phelps in the presence of
William Christie
Herbert Lodge
Forest Keeper.

(Signed) James Phelps

Licence

Dated 1st November 1882

Dean Forest

Sir Henry Brougham Loch, K.C.B. a Commissioner of Her Majesty's Woods, &c

— to —

Mess.rs Edwin Crawshay & others (Trustees of Henry Crawshay Esq.re deceased)

License to make and maintain a certain watercourse or watercourses at or near Bilson in the Forest of Dean for the purpose of supplying Water to two Ponds held under License from the Crown dated 16th Dec.r 1863.

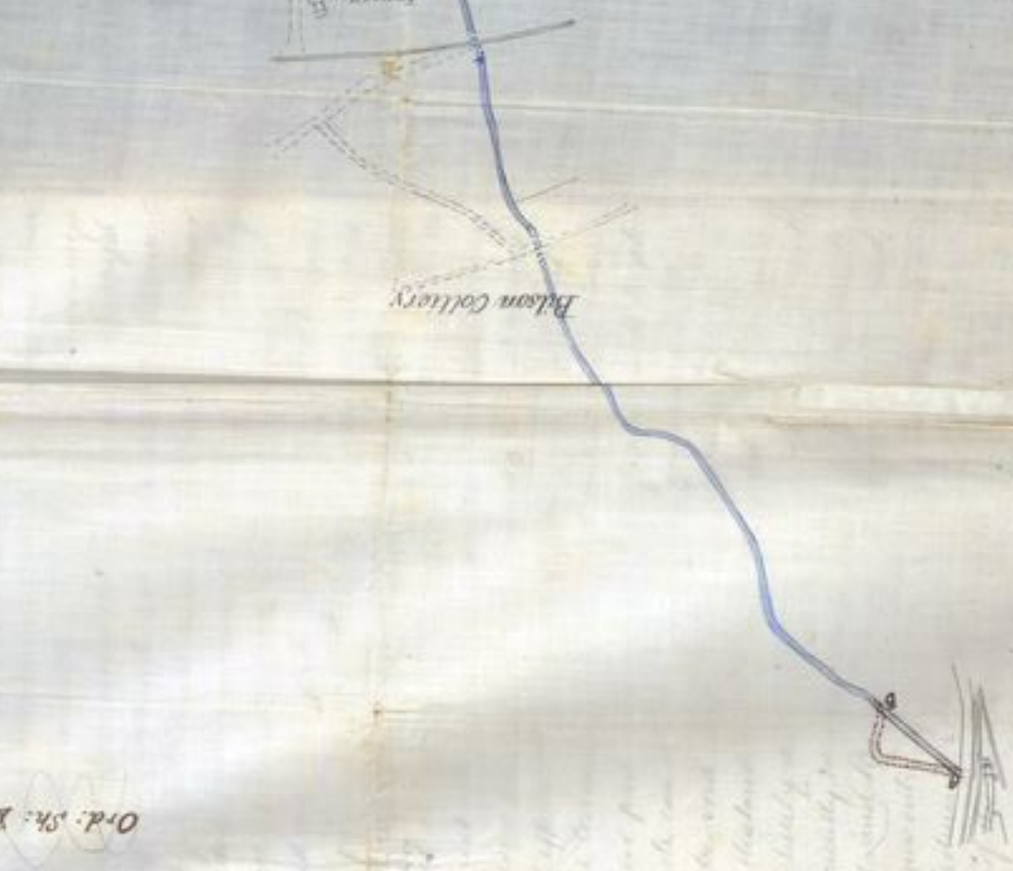
Rent £1 per Annum

This Indenture made the first day of November One thousand eight hundred and eighty two **Between The Queen's Most Excellent Majesty** of the first part **Sir Henry Brougham Loch** Knight Commander of the Order of the Bath a Commissioner of Her Majesty's Woods, Forests and Land Revenues and the Gaveller of the Forest of Dean in the County of Gloucester of the second part and **Edwin Crawshay, William Crawshay** and **James Wintle** all of Newnham in the County of Gloucester, Esquires, Trustees and Executors of the Will of Henry Crawshay Esquire deceased (hereinafter called the Licensees) of the third part **Witnesseth** that the said Sir Henry Brougham Loch as such Commissioner and Gaveller as aforesaid under and by virtue of the powers or authorities in him vested or in anywise enabling him in this behalf **Doth** by these Presents grant unto the said Licensees their executors administrators and assigns his license or permission to stop or otherwise divert so much of the old or existing watercourse leading under certain parts of the waste of the Forest of Dean at or near Bilson to the Cinderford Iron Works there the property of the said Licensees as is indicated and shewn by red dotted lines between the points **A** and **B** on the plan hereunto annexed and to make a new watercourse and for that purpose to lay down pipes between the said points **A** and **B**. as shewn by Blue color on the said plan in continuation of the watercourse already existing there running from point **C** to **B** as indicated and shewn by blue color on the said plan with full liberty to maintain such watercourse or watercourses from the said point **A** to the said point **C** and to use the Waters thereof **To hold and enjoy** the said License and permission hereby granted (subject nevertheless as hereinafter expressly provided) Unto the said Licensees their executors administrators and assigns for the term of **Eleven years** from the twenty fourth day of June One thousand eight hundred and eighty one determinable nevertheless as hereinafter provided for the purpose of supplying Water to the two Ponds the waters whereof were under License dated the sixteenth day of December One thousand eight hundred and sixty ~~three~~ granted by the Honorable James Kenneth Howard as such Commissioner as aforesaid to the said Henry Crawshay deceased **Yielding** and **Paying** therefor yearly and every year during the said term unto the

Queen's Majesty her heirs and successors the clear yearly rent or acknowledgement of **One pound** payable half yearly on the twenty fourth day of June and the twenty fifth day of December in every year the first payment thereof to begin and be made on the twenty fifth day of December One thousand eight hundred and eighty one **And** the said Licensees do hereby for themselves their heirs executors administrators and assigns covenant and agree with the Queen's Majesty her heirs successors and assigns that they the said Licensees their executors administrators and assigns or the executors administrators or assigns of the survivors or survivor of them shall and will well and truly pay or cause to be paid unto The Queen's Majesty her heirs and successors the clear yearly rent or sum of One pound on the days and times hereinbefore appointed for payment thereof without any deduction or abatement whatsoever **And further** that they the said Licensees their executors administrators and assigns shall and will at all times during the said term use and appropriate the Waters of the said watercourse or watercourses in a fair reasonable and proper manner for the purposes of their said ironworks at Linderford and for no other purpose whatsoever **And further** that they the said Licensees their executors administrators and assigns shall and will at all times during the said term at his and their own expense maintain and keep the said watercourse or watercourses in good and proper repair order and condition and at the end or sooner determination of the said term hereby granted surrender and give up the same and shall (if required by the said Sir Henry Brougham Loch or other the Commissioner or other Officer as aforesaid so to do but not otherwise) take up and remove all or any of the pipes which now are or at any time hereafter may be laid down along the said watercourse or watercourses and level and restore the ground or surface land under which the same may have been laid to the full satisfaction in all respects of the said Sir Henry Brougham Loch or other the Commissioner or other Officer aforesaid **Provided always** and it is hereby expressly declared and agreed by and between the said parties hereto that the License or Permission hereinbefore granted to maintain the said watercourse or watercourses and use and appropriate the waters thereof from A to C shall at all times be held used and exercised or

s liberties or
be granted
venanted
hereto that they
ssigns or the
survivor of them
id unto the
issioner for the
nnes having
or any damage
property or
adjoining owner
Wakecourse
ded always
the license
nie whenever
purposes hereby
ith day of
shall cease
ly and it is
rent of One
unpaid for the
payment thereof
and assigns
il and keep
ons herein
d and kept
ed shall
ed to it
Sir Henry
all be deemed
a duplicate
ments and
Keeper of the
f the said
ave hereunto
written.

Wintle



Scale 25 Inches to a Statute Mile

Queen's Majesty her heirs
or acknowledgement of Q
twenty fourth day of June
December in every year the
be made on the twenty fi
eight hundred and eight
hereby for themselves their
assigns covenant and ag
successors and assigns that
administrators and assig
assigns of the survivors or
and truly pay or cause to
her heirs and successors
pound on the days and
payment thereof without
And further that the
administrators and assign
the said term use and
watercourse or watercours
manner for the purposes
and for no other purpos
they the said Licensees
shall and will at all
their own expense main
watercourses in good a
and at the end or soone
granted surrender and
by the said Sir Hum
or other Officer as afo
up and remove all or
time hereafter may b
or watercourses and lev
under which the sam
satisfaction in all res
Lock or other the Comm
always nevertheless
and between the said
hereinbefore granted to
watercourses and use
A to C shall at all times

Dalhousie Collection

Orig. Sig. XXXII.

Instrument 1017/81
1085/81

enjoyed under and subject to all such rights easements liberties or privileges as may now legally exist or may hereafter be granted in or over the same And it is hereby further covenanted and declared and agreed by and between the said parties hereto that they the said Licensees their executors administrators and assigns or the executors administrators or assigns of the survivors or survivor of them shall and will well and truly pay or cause to be paid unto the Queen's Majesty her heirs and successors or to the Commissioner for the time being of Her Majesty's Woods Forests and Land Revenues having charge of the said Forest of Dean full compensation for any damage which may be done or occasioned to the lands trees property or possessions of Her Majesty or her successors or of any adjoining owner or owners by reason of the maintenance of the said Watercourse or watercourses or the user of the waters thereof Provided always And it is hereby expressly declared and agreed that the license or permission hereby granted shall cease and determine whenever the same shall cease to be used or exercised for the purposes hereby granted and whenever the said License of the sixteenth day of December One thousand eight hundred and sixty three shall cease and determine or be put an end to Provided lastly and it is hereby declared and agreed that if the said yearly rent of One pound hereby reserved or any part thereof shall be unpaid for the space of Forty days next after the time appointed for payment thereof or if the said Licensees their executors administrators and assigns shall not well and effectually observe perform fulfil and keep all and singular the Covenants provisoes and conditions herein contained and on their parts to be observed performed and kept then and in any such case the License hereby granted shall absolutely cease and be void anything herein contained to the contrary thereof notwithstanding And the said Sir Henry Brougham Loch doth hereby direct that this Deed shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Enrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Enrolments In witness whereof the said parties to these presents of the second and third parts have hereunto set their hands and seals the day and year first above written.

Henry B (LS) Loch Edwin (LS) Crawshay James (LS) Wintle
William (LS) Crawshay

Ent 1017/81
1085/81

Signed sealed and delivered by the within named Sir Henry Brougham Loch in the presence of
J Russell Sowray
Office of Woods &c
Mitchall Place

Signed sealed and delivered by the within named Edwin Crawshay in the presence of
M F. Carter
Solicitor
Newnham

Signed sealed and delivered by the within named William Crawshay in the presence of
Henry Morgan
(etc) Abbey road - Cinderford
Clerk

Signed sealed and delivered by the within named James Wintle in the presence of
J Croker
Clerk to Messrs J Wintle & Son
Solrs
Newnham
Gloucestershire

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
3rd November 1882 Keeper of the Records

Roll

Dated 30th October 1882

Forest of Dean Hundred of St. Briavels

The Registd. Owners of the Gale of Coal called the Flour Mill Colliery

— to —

The Queen's Most Excellent Majesty

Release — of — Shortworkings

This Indenture made the thirtieth day of October One thousand eight hundred and eighty two **Between William Henry Chapman** of 49 Myton Street in the Town and County of Kingston upon Hull Commission Agent of the first part **Sir Arthur James Rugge-Price** of 54 Ennismore Gardens Hyde Park in the County of Middlesex, Baronet of the second part **Sir Henry Brougham Loch**, K.C.B., a Commissioner of Her Majesty's Woods Forests and Land Revenues and Her Majesty's Gaveller of and for the Forest of Dean in the County of Gloucester of the third part and **The Queen's Most Excellent Majesty** of the fourth part **Whereas** the said party hereto of the first part is the registered Owner of and the said party hereto of the second part has an equitable charge on the Gale of Coal called "Flour Mill Colliery" described in the First Schedule to the Dean Forest Mining Commissioners Award of Coal Mines dated the eighth day of March One thousand eight hundred and forty one **And whereas** the holders of the said Gale have desisted from working the same for a space exceeding five years at one time in violation of the 9th Rule specified in the Second Schedule to the said Award And the said Gale has become liable to be forfeited to the Queen's Majesty **And whereas** it has been agreed between the said parties hereto of the first and second parts and the said Sir Henry Brougham Loch as such Commissioner and Gaveller as aforesaid that in consideration of the forbearance until the thirtieth day of June One thousand eight hundred and eighty three of the execution of the right of reentry so accrued as aforesaid to Her Majesty such release and surrender of Shortworkings and such covenants and grants shall be executed as are hereinafter contained **Now this Indenture witnesseth** that the said parties hereto of the first and second parts **Do** by these presents for themselves their heirs and assigns according to their respective Estates and interests release surrender and renounce unto The Queen's Most Excellent Majesty her heirs and successors All right and liberty of them the said parties hereto of the first and second parts their heirs and assigns and all persons holding through or under them of making up the accumulated Shortworkings in respect of the said Gale of the years prior to the thirty first day of December One thousand eight hundred and eighty one and which amount to the sum of Four hundred and ninety five pounds three shillings and ten pence **Provided always**

and the said parties hereto of the first and second parts do for themselves their heirs and assigns COVENANT and agree with and to Her 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 resumed the working thereof.—

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

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

And it is hereby declared that it is the intention of these Presents that if the registered Owners shall on the thirtieth day of June One thousand eight hundred and eighty three have continued in the occupation of the said Gale paying the proper rents and royalties to the Crown without ~~xxxx~~ deduction on account of the shortworkings intended to be hereby released or any part thereof and duly observing the conditions under which he or they hold and shall have bonâ fide resumed the working thereof before that date the particular right of re-entry so agreed to be postponed as hereinbefore mentioned shall not be exercised And the said Sir Henry Brougham Loch doth hereby direct that this deed shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Enrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Enrolments In witness whereof the said parties hereto of the first second and third parts respectively have hereunto set their hands and seals the day and year first above written.

W H (L.S.) Chapman — A J Rugge-Price (L.S.) — Henry B (L.S.) Loch

Signed sealed and delivered by the within named William Henry Chapman in the presence of
Thomas R Fill
Solicitor
Hull

Signed sealed and delivered by the within named Sir Arthur Rugge-Price in the presence of
Francis Fearon
Solr.
25 Parliament Street
Westminster

Signed sealed and delivered by the within named Sir Henry Brougham Loch in the presence of
J Russell Lowray
Office of Woods &c
Whitehall Place

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

H G Hewlett
Keeper of the Records

3rd November 1882