

Dated 1st
Feb^y 1898.

Forest of Dean
and Hundred
of St Briavels.

The Registered
Owner of the
Gale of Coal called
Foxhole Colliery

The Queen's
Most Excellent
Majesty.

Release

of
Shortworkings

This Indenture

made the first day of February
One thousand eight hundred and ninety eight Between
Edward Foxall of Rock House, Ruspidge, Newnham, in
the County of Gloucester, Colliery Proprietor, the Registered Owner
of the Gale of Coal called Foxhole Colliery granted to Richard
and William Fox on the twenty eighth day of October One thousand
eight hundred and fifty hereinafter called the "Registered
Owner" of the first part Edward Stafford Howard Esquire
a Commissioner of Her Majesty's Woods and Her
Majesty's Gaveler of and for the Forest of Dean in the County
of Gloucester of the second part and The Queen's Most
Excellent Majesty of the third part Whereas the
person holding the said Gale has not bona fide commenced
opening the same in violation of the fourth Rule specified
in the Second Schedule of the Dean Forest Mining Commissioners
Award of Coal Mines dated the eighth day of March One
thousand eight hundred and forty one and of the Award of
the Forest of Dean Mining Commissioners of One thousand eight
hundred and seventy one dated the eleventh day of June
One thousand eight hundred and seventy two. And the said
Gale has become liable to be forfeited to the Queen's Majesty
And whereas it has been agreed between the Registered
Owner and the said Edward Stafford Howard as such Commissioner
and Gaveler as aforesaid that in consideration of the forbearance
until the eleventh day of June One thousand nine hundred
and two of the execution of the right of recentry so accrued as
aforesaid to Her Majesty such release and surrender of
Shortworkings and such covenants and grants shall be
executed as are herein after contained Now this Indenture
witnesseth that the Registered Owner Doth by these
Presents release surrender and renounce unto The Queen's
Majesty Her Heirs and Successors All right and liberty
of him the Registered Owner his heirs and assigns and all
persons holding through or under him of making up the
Shortworkings accumulated up to and including the thirty first
day of December One thousand eight hundred and ninety six
in respect of the said Gale, and which amount to the sum of
Fifty pounds Provided always and the Registered Owner
doth hereby covenant and agree with and to the Queen's Most
Excellent Majesty Her Heirs and Successors in manner

- following, that is to say,
- 1 That the said right of reentry 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 Owner or holder of the said Gale shall have bona fide commenced the opening 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 Owner or holder shall on the eleventh day of June One thousand nine hundred and two have continued in the occupation of the said Gale paying the proper rents and royalties to the Crown without deduction on account of the Shortworkings intended to be hereby released or any part thereof and duly observing the conditions under which he holds and shall have bona fide commenced the opening thereof before that date the particular right of reentry so agreed to be postponed as hereinbefore mentioned shall not be exercised. And the said Edward Stafford Howard doth hereby direct that this deed shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Inrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Inrolments. In witness whereof the said parties hereto of the first and second parts have hereunto set their hands and seals the day and year first above written.

Edward Esq. Foxall Edward Stafford Howard Esq.

Signed Sealed and delivered by the within named

Edward Foxall in the presence of
Thomas Griffiths
Ruspidge
Grocer

Signed sealed and delivered by the within named
Edward Stafford Howard in the presence of
Chas E Howlett
Office of Woods, &
1 Whitehall Place
London
W.

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

9th February 1898
~~RRR~~

15 0 0
15 0 0
4 0 0
4 0 0
17 0 0

Dated 16th
Feb 1898

County of
Southampton
New Forest

Edward
Howard Esq
a Commiss^r
of Her Majesty's
Woods &c

— 6 —

W. H.
Walshe Esq

Lease
of a House
known as
Holmfild
in the parish
of Lyndhurst

Commencing
25th Dec^r 1897

Term of
years 21

Expires
25th Dec^r 1918

Rent
£177.15/-
per Annum

Land late
said & held
with Holmfild
on a yearly
tenancy per
file 405

Inded R

His Indenture

Dated 16th Feb^r 1898

Between The Queen's Most Excellent Majesty of the first part Edward Stafford Howard Esquire the Commissioner of Her Majesty's Woods Forests and Land Revenues in charge of the County of Southampton hereditaments hereinafter demised of the second part and Walter Hayle Walshe of N^o. 41 Hertford Street, Park Lane, London in the County of Middlesex, Esquire; (hereinafter called "the Lessee") of the third part Wmissett that in consideration of the rent and covenants hereinafter reserved and contained He the said Edward Stafford Howard as such Commissioner as aforesaid in exercise of the powers of the Acts 10th George the 4th Chapter 50 and 14 and 15th Victoria Chapter 42 and of all other powers in anywise enabling him so to do and with the authority of the Lords Commissioners of Her Majesty's Treasury dignified by their Warrant dated the 22nd day of October 1897 Doth on behalf of Her Majesty demise and

County of Southampton
New Forest

Stafford Howard Esq
a Commiss^r
of Her Majesty's Woods &c

W. H. Walshe Esq

LEASE

of a house known as Holmfield in the Parish of Lipidhurst

Commencing 25th Dec^r 1897

Term of years 21

Expires 25th Dec^r 1918

Rent £177.15/- per Annum

lease unto the Lessee All that piece of land (hereinafter called "the said land") situate in the Parish of Lipidhurst in the New Forest in the County of Southampton containing ten acres one rood and eighteen perches Together with the messuage and buildings erected thereon which messuage is known as Holmfield which said premises are delineated and coloured red and the dimensions thereof are shown on the plan in the margin hereof Together with all ways lights easements and appurtenances to the said demised premises belonging and all timber and other trees (if any) thereon Reserving unto Her Majesty Her Heirs and Successors all timber and other trees upon and all substrata under the said demised premises except such stone gravel and sand as may be taken by the Lessee for use upon the demised premises but not for sale Nevertheless this reservation shall not authorize or empower the Lessor to cut down any trees upon or to work any substrata under the said land without the previous consent in writing of the Lessor and reserving also unto Her Majesty Her Heirs and Successors and the Lessee and occupiers for the time being of any other buildings or land belonging to Her Majesty the free passage of water and soil from such other buildings or land through the channels sewers drains and watercourses for the time being belonging to or running under the said Premises hereby demised To hold the said premises unto the Lessee from the twenty fifth day of December One thousand eight hundred and ninety seven for the term of Twenty one years Paying therefor unto The Queen's Majesty Her Heirs and Successors during the said term the clear

Land late Ind & held with Holmfield on a yearly tenancy see file 405

yearly rent of One hundred and seventy seven pounds fifteen shillings by equal quarterly payments on the 25th day of December the 25th day of March, the 24th day of June and the 29th day of September in every year the first quarterly payment thereof to be made on the 25th day of March 1898 and the payment of the rent for the last quarter of a year of the said term to be made in advance on the said 29th day of September 1918 and also paying on demand unto Her Majesty Her Heirs and Successors in addition to the rent herebefore reserved all such sums of money as may in pursuance of the power hereinafter contained be paid by the Lessor (the term Lessor being defined in the 13th Clause hereof) for insuring any building or buildings on the said land and also paying to Her Majesty Her Heirs and Successors in like manner such further yearly rent as will be equal to Five pounds per cent per Annum upon any such sum of money which may at the request of the Lessee be paid by the Lessor for building or other improvements on the demised premises such rent to commence from the quarter day next after any such monies or expenses shall have been laid out or incurred and it is agreed that as to the amount of monies and expenses laid out or incurred as aforesaid and as to the purposes for which and the dates when the same were laid out and incurred the certificate in writing of Her Majesty's Receiver for the time being of the rents and profits of the said premises shall be conclusive evidence, which said respective rents and sums shall be paid into the hands of Her Majesty's said Receiver free from all deductions whatsoever except in respect of Landlords Property Tax And the Lessee hereby covenants with The Queen's Majesty Her Heirs and Successors in manner following, that is to say,

1. To pay unto Her Majesty Her Heirs and Successors the said several rents and sums hereby reserved as the same shall become payable on the days and in the manner aforesaid
2. To pay the land tax sewer rate and all other taxes rates assessments and outgoings whatsoever (except Landlords Property Tax) now or at any time hereafter during the said term payable in respect of the demised premises.
3. During the said term hereby granted as often as occasion shall require to well and substantially repair uphold

An additional
Rent of £34 to
run from the
24 June 1898
ditto of £30
from 29 Sept 1898
ditto of £5 from
25 Dec 1898

cleanse and keep in repair all buildings that are now or that may hereafter be erected on the said land and all party and other walls posts pales iron and other rails and fences and all other appurtenances belonging thereto and at the end or sooner determination of the said term to surrender and yield up to the lessor the said premises together with all additions and improvements thereto and

all walls, windows, chimneys, pipes, partitions, window shutters, doors, lock, iron stoves, ranges, bells, cranks, wires, bolts, bars, and

fastenings, and all water closets, basins, sinks, and pipes belonging thereto, respectively by *J.S. 1871. 2.* under and other

paper pumps, ministers, partitions, shelves, presses and drawers and all other things at any time fixed or fastened to the demised

premises, or to form part of the fixtures thereof in good and substantial repair.

4. The property lay out cultivate and preserve as and

and gardens of such parts of the land as he may think proper to be cultivated and

will properly cultivate, manure and otherwise improve the said land as he may think fit, and he shall not be so

to remove any trees or shrubs growing on the said land

except during the last year of the term, and he shall not remove any other part of the

land, but so nevertheless that he may have planted

of such trees or shrubs as he may think fit, and he shall not remove any other part of the

land, but so nevertheless that he may have planted

of such trees or shrubs as he may think fit, and he shall not remove any other part of the

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of such trees or shrubs as he may think fit, and he shall not remove any other part of the

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of such trees or shrubs as he may think fit, and he shall not remove any other part of the



Scale, 25344 Inches to a Mile

cleanse and keep in repair all buildings that are now or that may hereafter be erected on the said land and all party and other walls posts pales iron and other rails and fences and all other appurtenances belonging thereto and at the end or sooner determination of the said term to surrender and yield up to the lessor the said premises together with all additions and improvements thereto and all marble and other chimney pieces windows window shutters doors locks keys stoves ranges bells cranks wires bolts bars and fastenings whatsoever and all water closets baths sinks and things belonging thereto respectively cisterns gas water and other pipes pumps wainscots partitions shelves dressers and drawers and all other things at any time fixed or fastened to the demised premises so as to form part of the freehold thereof in good and substantial repair.

4 To properly lay out and plant cultivate and preserve as and for ornamental pleasure grounds and gardens all such parts of the said land as may be from time to time by him appropriated and used for those purposes and will properly cultivate manure and manage all such parts of the said land as may not be so appropriated and used or be built upon and keep and preserve the same clean and in good heart and condition and also will preserve all the trees and shrubs from time to time growing on the said land Provided that the Lessee may at any time except during the last ten years of the said term transplant upon any other part of the said land or altogether remove any shrubs that he may have planted and may in due and proper course of management thin out the trees in any plantation upon the said land but so nevertheless that none of such trees or shrubs shall be cut down or removed for the purpose of sale or wantonly or carelessly disfigured or destroyed but the power hereby given shall be exercised with a view to the improvement of the gardens and pleasure grounds and plantations.

5 At all times during the said term to keep all the buildings for the time being on the said land insured in some or one of the public Fire Insurance Offices in London or Westminster approved of by the lessor in the joint names of the Queen's Majesty Her Heirs and Successors and of the Lessee in a sum equal to three fourths at least of the full value thereof respectively and whenever required so to do to show to the lessor or to Her Majesty's said Receiver the Policy or Policies of such insurance and the receipt or receipts for the premium or premiums of insurance which shall have become payable for the

current year And in case such insurance or insurances shall not be effected or kept on foot or if the said policy or policies and receipt or receipts shall not be produced as aforesaid then the Lessor may insure the said buildings or any of them in the amounts hereinafore mentioned or any less amount in such name or names as he may deem proper and may recover all monies paid for such purpose as rent under the reservation hereinafore contained And all monies payable under any insurance or insurances shall immediately after the receipt thereof be applied in rebuilding and reinstating the building or buildings in respect of which the same shall be paid to the satisfaction of the Lessor or his Architect or Surveyor according to such plan as the Lessor may by writing approve of And in case the monies so received shall not be sufficient for that purpose the Lessee will make good the amount of every such deficiency.

6 To paint three times over with good and proper oil colours and varnish and whitewash in a workmanlike manner and to the satisfaction of the Lessor or his Architect or Surveyor all the outside parts usually painted varnished or whitewashed of all buildings for the time being on the said land in every fourth year of the said term and the inside parts usually painted varnished or whitewashed of such buildings in every eighth year of the said term.

7 To permit the Lessor and his Agents or servants at all reasonable times in the daytime but not oftener than twice in every year to enter into the said premises and take a plan and examine the condition thereof and also at any time or times at reasonable hours in the daytime but not oftener than twice in any year during the last seven years of the said term in like manner to enter into the said premises and take a schedule of the fixtures therein and in case any want of repair or painting of the said premises or any removal of fixtures shall be found the Lessee will upon notice thereof in writing being given to or left on the demised premises for him substantially and properly repair paint and amend the same accordingly within six calendar months next after any such notice shall have been given or left as aforesaid And in case the Lessee shall make default in so doing it shall be lawful on written notice being given to the Lessee for the

workmen or others to be employed by the Lessor to enter into the demised premises and to perform and complete the said repairs and painting and the Lessee will on demand pay to Her Majesty Her Heirs and Successors all expenses to be incurred thereby and in case of non payment thereof or of any part thereof the same or such part thereof as shall not be paid may be recovered by distress as rent hereby reserved and in arrear.

8 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 messuages and premises as a private dwellinghouse and Habes and buildings or professional residence only and without making or allowing to be made any show of business therein unless with the consent of in writing of the Lessor.

9 NOT to raise any subterata from the said land except as is aforesaid without the previous consent in writing of the Lessor and generally 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 Lessor or to the Owners or occupiers of any neighbouring premises.

10 NOT to erect any additional building during the said term upon the said land other than such as shall have been previously approved of in writing by the Lessor or his Architect or Surveyor nor to cut or injure any of the principal timbers or walls nor make any alteration whatsoever in the plan or elevation of the buildings for the time being on the said land nor alter or change any of the architectural decorations of such buildings or the fence or railings (if any) in front thereof nor make or set up any addition either in height or projection to or any erection on any part of the premises nor use the premises or any part thereof for advertising purposes or for or in any manner connected with the display of any advertisements Bills placards or Notices whatsoever other than Notices of the premises being to let or for sale without in every case obtaining the previous consent in writing of the Lessor.

11. NOT to assign except by Will, underlet, or part with the said premises or any part thereof without the previous consent in writing of the Lessor and at his own charges to cause all assignments which shall be made of these presents or of the premises hereby demised or any part thereof & all Orders of Court Probates of Wills and Letters of Administration affecting this Lease or the term hereby granted within

six months from the respective dates thereof to be inrolled in the Office of Land Revenue Records and Inrolments and Minutes or dockets thereof to be entered in the Office of the Commissioners of Woods and on demand to pay the usual fees for such inrolment and docketing.

12. Provided always and these presents are upon this condition that if any rent hereby reserved shall be in arrear for twenty one days or if the Lessee shall not perform and keep the several covenants on his part herein contained the Lessor may enter into and upon and retain possession of the premises hereby demised as fully and effectually in all respects as if these presents had not been made.

13. Provided lastly and it is hereby declared and agreed that the term "Lessor" herein means the Queen's Majesty Her Heirs Successors and assigns or so long as the reversion of the demised premises is vested in the Crown the Commissioner or Commissioners or other the person or persons for the time being entitled by law to the management and direction thereof and that all rights and obligations of the Lessee under these presents shall devolve with the leasehold interest hereby created and be accordingly enjoyed observed and performed by the person or persons in whom such interest shall for the time being be vested.

14. And the said Edward Stafford Howard doth hereby direct that this deed shall be deemed to be fully and sufficiently inrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Inrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Inrolments. IN WITNESS whereof the said parties to these presents of the second and third parts have hereunto set their hands and seals the day and year first above written.

Edward Stafford Howard Walter Hayle Esq. Walshe

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

Chas C Howlett

Office of Woods &c.
1 Whitehall Place
London SW.

Signed sealed and delivered by the within named Walter
 Hayle Walshe in the presence of
 Reginald Elphinstone Ashley Loftus Farrer
 Holmfield, Lipidhurst
 Gentleman
 (Brother in law to the above mentioned
 W. H. Walshe)

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

~~RRR~~

Maurice Hewlett
 Keeper of the Records

22nd February 1898

M. J. Spald
scheduled to rent
was for 190

Dated 12th
July 1897

This Indenture

made the twelfth day

Dean Forest

Stafford
Howard Esq^r
a former of Woods &

M^r. Amos W.
Brown

Lease of

waste land at or
near Snatch Forest
Mitcheldean Lane
End in Worcester
Walk in the Forest
of Dean to be held
in connection with
Pollid Gale

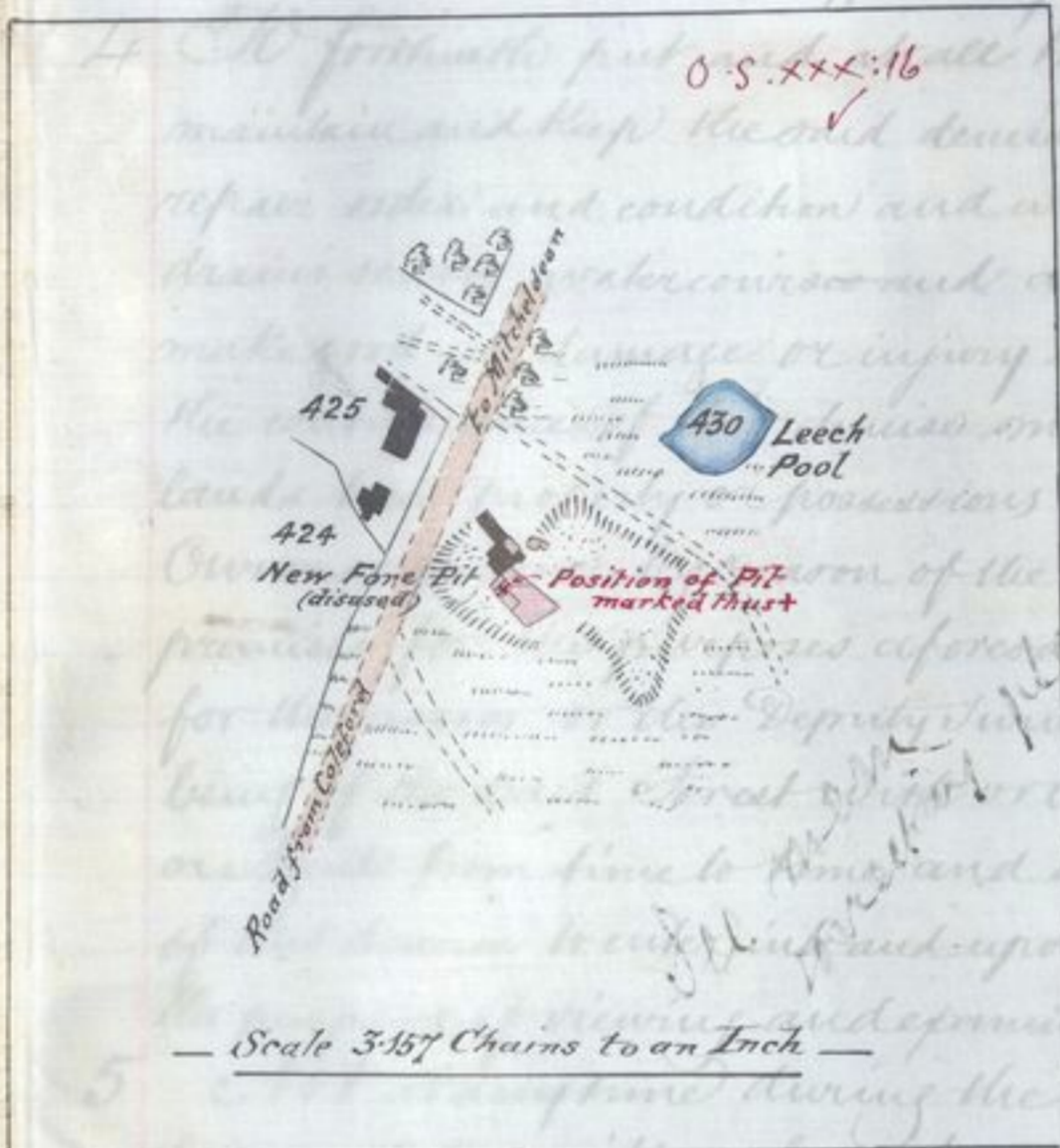
Commencing
24th June 1897
Term . . . 21

Expires
24th June 1918

Rent £2 per
annum

of July One thousand eight hundred and ninety seven
Between The Queen's Most Excellent Majesty
of the first part Edward Stafford Howard Esquire
the Commissioner of Her Majesty's Woods, Forests and Land
Revenues, of the second part and ^{in charge of the premises hereby demised} M^r. William Brown
of New Pollid Colliery Broadwell Lane End near Coleford in
the County of Gloucester (hereinafter called "the Lessee") of the
third part Witnesseth that in consideration of the rent and
covenants hereinafter reserved and contained The said
Edward Stafford Howard as such Commissioner as aforesaid
by virtue of every power enabling him so to do Doth by these
presents demise and lease unto the Lessee All that piece
or parcel of land containing thirty five perches or thereabouts
situate at Snatch Forest, Mitcheldean Lane End in Worcester
Walk in the Forest of Dean in the County of Gloucester
Together with the buildings erected thereon which said piece
of land is part of the unenclosed waste land of the said Forest
and is more particularly described on the plan drawn in the
margin hereof and is thereon coloured red except and reserving
Walk in the Forest out of this demise the pit marked + on the said plan
of Dean to be held and all mines minerals stone and substrata within or under
in connection with the said land together with the right to enter and use the
said pit and to exercise all rights powers and authorities
incident or belonging to the said excepted premises To hold
the said piece of land unto the Lessee subject nevertheless to
the provisions of the Acts 1 and 2 Vict. C. 43 and 24 and 25
Vict: C 40 from the 24th day of June 1897 for the term of
Twenty one years (determinable nevertheless as hereinafter
mentioned) to be held and used in connection with the
Pollid Gale or Colliery of which the Lessee is the registered
Owner and for no other purpose whatsoever Paying therefor
during the said term unto The Queen's Majesty her Heirs
and Successors the yearly rent of Two Pounds by equal
half yearly payments on the twenty fourth day of June and
the twenty fifth day of December in every year without any
deduction or abatement whatsoever the first of such payments
to be made on the 25th day of December 1897 And the
Lessee hereby covenants with The Queen's Majesty her Heirs and
Successors in manner following that is to say,

1. To pay unto The Queen's Majesty Her Heirs and Successors the said yearly rent of Two pounds on the days hereinafore appointed for payment thereof without any deduction or abatement whatsoever.
2. To pay the land tax and all other taxes sewer and other rates charges assessments and impositions whatsoever which now are or at any time during the said term maybe taxed assessed or imposed upon the said demised premises or any part thereof.
3. To forthwith well and sufficiently enclose and fence in the said land hereby demised to the satisfaction of the lessor as aforesaid



and during the continuance of this demise at his own costs to keep the same well and sufficiently enclosed and fenced in as aforesaid.

4. To forthwith put and keep during the said term to maintain and keep the said demised premises in good and proper repair order and condition and with all necessary and requisite drains water courses and amendments whatsoever and to make good any damage or injury which at any time or times during the said term may happen or be occasioned to the lands or possessions of Her Majesty or of any adjoining lands or possessions of Her Majesty or of any adjoining persons of the use or occupation of the said demised premises or any part thereof.

Provided that it shall be lawful for the said Deputy Surveyor or Deputy Gavelled for the time being to enter upon the said demised premises for the purpose of viewing and examining the state and condition thereof.

5. That at any time during the continuance of this demise without the consent or licence or setup or permit or suffer to be erected built or setup upon the said piece of land hereby demised or any part of the same any house building or machinery whatsoever other than and except such as is hereby authorized nor use or occupy or permit or suffer the said demised premises or any part thereof to be used or occupied otherwise than for the purposes of and in connection with the said Gale or Colliery and in strict conformity with the Acts and Vict. Ch. 3 Sec. 25 and 24 & 25 Vict. Ch. 10 Sec. 6 and (so far as the same maybe applicable thereto) the rules orders and regulations of the Deau Forest Mining Commission made for the working of Gales Pits Levels and Works of Coal or Coal Mines in the said Forest of Deau and Hundred of St. Briavels and not to commit or suffer to be committed any waste spoil damage or injury

or setup upon the said piece of land hereby demised or any part of the same any house building or machinery whatsoever other than and except such as is hereby authorized nor use or occupy or permit or suffer the said demised premises or any part thereof to be used or occupied otherwise than for the purposes of and in connection with the said Gale or Colliery and in strict conformity with the Acts and Vict. Ch. 3 Sec. 25 and 24 & 25 Vict. Ch. 10 Sec. 6 and (so far as the same maybe applicable thereto) the rules orders and regulations of the Deau Forest Mining Commission made for the working of Gales Pits Levels and Works of Coal or Coal Mines in the said Forest of Deau and Hundred of St. Briavels and not to commit or suffer to be committed any waste spoil damage or injury

- 1 To 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.
- 2 To pay the land tax and all other taxes sewer and other rates charges assessments and impositions whatsoever which now are or at any time during the said term maybe taxed assessed or imposed upon the said demised premises or any part thereof.
- 3 To forthwith well and sufficiently enclose and fence in the said land hereby demised to the satisfaction of the lessor as aforesaid and during the continuance of this demise at his own costs to keep the same so well and sufficiently enclosed and fenced in as aforesaid.
- 4 To forthwith put and at all times during the said term to maintain and keep the said demised premises in good and proper repair order and condition and with all necessary and requisite drains sewers watercourses and amendments whatsoever and to make good all damage or injury which at any time or times during the continuance of this demise may happen or be occasioned to the lands trees property or possessions of Her Majesty or of any adjoining Owner or Owners by reason of the use or occupation of the said demised premises for the purposes aforesaid Provided that it shall be lawful for the lessor or the Deputy Surveyor or Deputy Gavelled for the time being of the said Forest with or by his or their Workmen, Servants or Agents from time to time and at all times during the continuance of this demise to enter into and upon the said demised premises for the purposes of viewing and examining the state and condition thereof.
- 5 Not at any time during the continuance of this demise without the consent in writing of the lessor for that purpose first had and obtained to erect build or setup or permit or suffer to be erected built or setup upon the said piece of land hereby demised or any part of the same any house building or machinery whatsoever other than and except such as is hereby authorized nor use or occupy or permit or suffer the said demised premises or any part thereof to be used or occupied otherwise than for the purposes of and in connection with the said Gale or Colliery and in strict conformity with the Acts 1 and 2 Vict: Ch 3 Sec 25 and 24 & 25 Vict: Ch 40 Sec: 6 and (so far as the same maybe applicable thereto) the rules orders and regulations of the Deau Forest Mining Commission made for the working of Gales Pits Levels and Workes of Coal or Coal Mines in the said Forest of Deau and Hundred of St. Briavels and not to commit or suffer to be committed any waste spoil damage or injury

to the said demised premises or any part thereof or to the Enclosures lands trees property or possessions of Her Majesty or of any adjoining Owner or Owners nor to do or suffer to be done any act or thing whatsoever which may be or become a nuisance annoyance or disturbance to the Lessor or to the Owners or Occupiers of any contiguous premises.

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

7 At his own costs within three calendar months from the respective dates thereof to cause all Assignments which may at any time hereafter be made of these presents or of the premises hereby demised and all Orders of Court Probates of Wills and Letters of Administration affecting the premises to be within six calendar months from the date hereof enrolled in the Office of Land Revenue Records and Enrolments and Minutes or Doquets thereof ^{respectively} to be entered in the Office of the Commiss^r of Woods.

Provided always and these presents are granted upon this express condition that the said term hereby granted shall absolutely cease and determine when the said Pollid Gale or Colliery shall be relinquished or given up or cease to be worked pursuant to the rules orders and regulations of the Dean Forest Mining Commissioners made for working Gales Pits Levels and Works of Coal or Coal Mines within the said Forest and Hundred or the grant of the said Gale or Work shall be otherwise determined. Provided also and these Presents are upon this express condition that if the said rent of 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 Lessee do not in all things observe perform and keep all and singular the covenants provisions conditions and restrictions herein contained and on his part to be performed and kept according to the true intent and meaning of these presents then and from thenceforth and in any of such cases the Lessor may recede and retain possession of the said

demised premises as fully in all respects as if these presents had not been made and in case of any such recentry there shall be payable by the lessee to Her Majesty her heirs and successors in addition to any rent due a proportionate part of the accruing rent for the then current half year up to the day on which such recentry shall have been made. And it is hereby agreed and declared that the term "lessor" herein means Her Queen's Majesty her heirs successors and assigns or so long as the reversion of the demised premises is vested in the Crown the Commissioner or Commissioners, Gaveler or Deputy Gaveler or other the person or persons for the time being entitled by law to the management and direction thereof and that all rights and obligations of the lessee under these presents shall devolve with the leasehold interest hereby created and be accordingly enjoyed observed and performed by the person or persons in whom such interest shall for the time being be vested. And the said Edward Stafford Howard doth hereby direct that this deed shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Inrolments and the filing or making 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.

E Stafford (St.) Howard Amos William (A) Brown

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

Chas E Howlett

Office of Woods &

Whitehall Place

London, S.W.

Signed sealed and delivered by the within named Amos William Brown in the presence of

William Lynggeour

Crown Keeper

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

19th July 1897

Maurice Hewlett

Keeper of the Records

Dated 31st
December 1897

Dean Forest

E Stafford
Howard Esq

a former of Woods & Co

By

M^r. Amos W
Brown

Memorandum

rectifying error

in Plan on Lease

dated 12th July

1897

Lease entered at


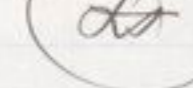
p: 402 ante...

Memorandum. Whereas by the within written Indenture of Lease dated the twelfth day of July One thousand eight hundred and ninety seven and made between Her Majesty the Queen's Most Excellent Majesty of the first part Edward Stafford Howard Esquire of the second part and Amos William Brown of the third part and registered at the Land Revenue Records and Inrolment Office on the nineteenth day of July One thousand eight hundred and ninety seven some portion of the premises described in the said Indenture of Lease was inadvertently omitted from the Plan of the premises drawn in the margin of the said Indenture of Lease

Now We the said Edward Stafford Howard on behalf of Her Majesty and Amos William Brown as tenant to Her Majesty do hereby agree and declare that the land coloured red shewn upon the Plan drawn in the margin hereof excepting the pit marked + is intended to be and is leased by the said Indenture and was wrongly delineated in the Plan thereto

AND I the said Edward Stafford Howard do 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 we have hereunto set our hands and seals this thirty first day of December One thousand eight hundred and ninety ^{seven} ~~eight~~ ..

E Stafford Howard 
Amos W^m Brown 

Signed sealed and delivered by the above named Edward Stafford Howard in the presence of
 Jas E Howlett
 Office of Woods & Co
 1 Whitehall Place
 London
 J.H.

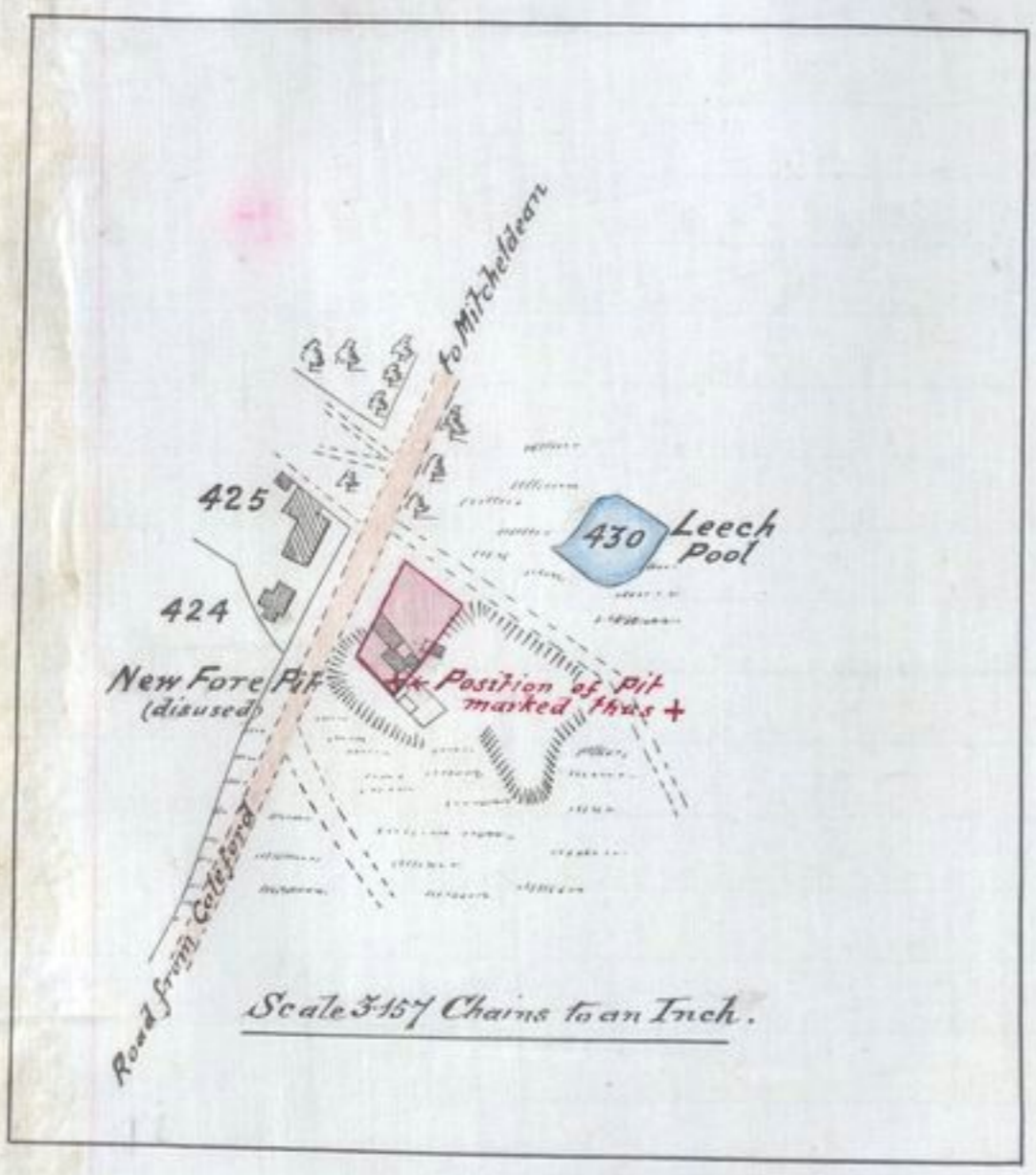
Signed sealed and delivered by the above named

Amos William Brown in the presence of
William Scrymgeour
Worcester Lodge
Crown Keeper

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

19/2/1898

Maurice Hewlett
Keeper of the Records



Amos William Brown in the presence of
William Scrymgeour
Worcester Judge
Crown Keeper

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

12/2/98

Maurice Hewlett
Keeper of the Records

21 February 1898



New Forest.

File F. 4173²

Easements

Lord Montagu.

Permission to
repair & maintain
track.

14th Feby: 1898.

R

Office of Woods &c.,
14th February 1898.

My Lord,

New Forest.

File F. 4173²

Easements.

The Deputy Surveyor of the New Forest informs me that you desire to have permission to repair and maintain the track the Crown Waste of the Forest shown by brown colour on the enclosed tracing and I am to state that he is prepared to grant to your Lordship permission to repair and maintain the track during the pleasure of this Department to the following condition, namely:-

An acknowledgment of 5/- is to be paid in advance in each month on the 1st February to the Deputy Surveyor during the continuance of permission.

If this offer is accepted, I am to request that your Lordship will sign and return to this office the enclosed letter.

I have, &c.,

Lord Montagu of Beaulieu.

(signed) Chas. E. Howlett.

The Palace Houses

Beaulieu, Hants

22nd April, 1898.

Sir,

R

New Forest.

File F. 4173²

Easements

I beg to accept your offer dated 14th February of permission of the pleasure of your Department to repair and maintain the track shown in brown colour on the tracing accompanying your letter, and I agree to pay the acknowledgment therein specified.

I am, &c.,

E. Stafford Howard, Esq.

(sgd) Montagu of Beaulieu.

New Forest.
File F.4173²
Easements
Lord Montagu.
Permission to
repair & maintain
track.

14th Feb: 1898.

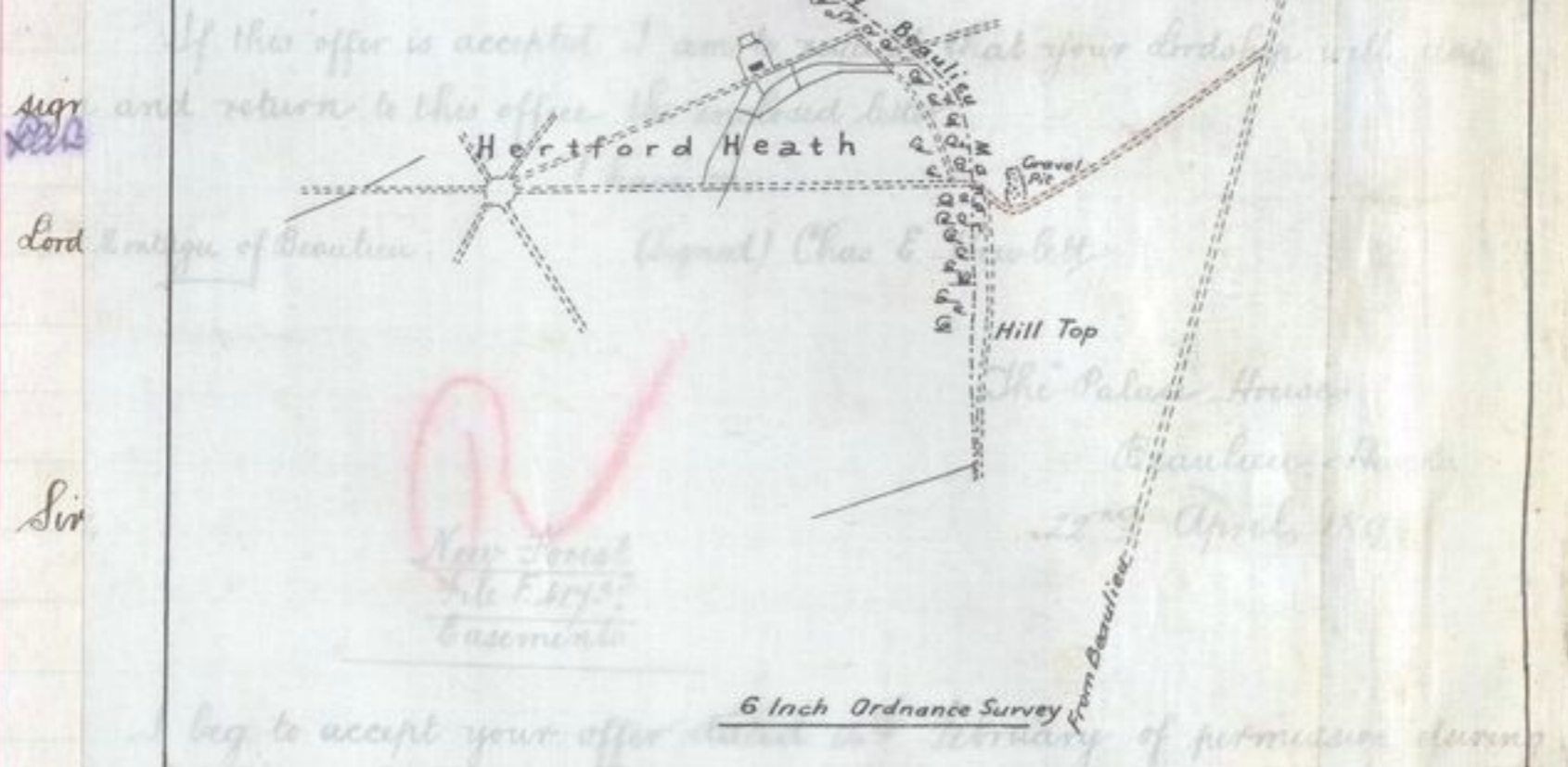
My Lord,

New Forest.
File F.4173²
Easements

W

Office of Woods &c.,
14th February 1898.

that you desire to have permission to repair and maintain the track on the Crown Waste of the Forest shown by brown on Sheet LXXIII. 14 and I am to state that he is prepared to grant to your Lordship's permission to repair and maintain track during the pleasure of this Department subject to the following condition, namely:
An acknowledgment of £7.00 to be paid in advance in full your on the 1st February to the Deputy Surveyor during the continuance of the permission.



agr

Lord Montagu of Beaulieu

Sir

beg to accept your offer during the continuance of permission during pleasure of your Department to repair and maintain the track shown by brown colour on the tracing accompanying your letter, and agree to pay the acknowledgment therein specified.

E. Stafford Howard. Esq.

I am, &c.
(sgd) Montagu of Beaulieu.

M

Articles of Agreement made the
twenty ninth day of *April* — One Thousand
eight hundred and *ninety eight* Between THE QUEEN'S
MOST EXCELLENT MAJESTY of the first part EDWARD
STAFFORD HOWARD Esquire a Commissioner of Her Majesty's
Woods Forests and Land Revenues of the second part and *Thomas*
Burns of Lane End, brown Woodcutter
(hereinafter called "the said Tenant") of the third part

THE said EDWARD STAFFORD 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 *cottage, garden and*

premises situate at Bannock in the
Township of West Dean and containing
fifty eight perches or thereabouts more
particularly shown on the plan
hereunto annexed and thereon coloured
red.

_____ lately in the
occupation of *J. N. Nicholas*
together with the fixtures therein TO HOLD the same hereditaments
to the said tenant. _____

*I certify that a duplicate of this Agreement has been
deposited in the Office of Land Revenue Records and
Instruments and an entry thereof made or filed by me
30th April 1898
Maurice Hewlett
Keeper of the Records*

RRR

New Forest.

File F.4173²

Easements

Lord Montagu.

Permission to
repair & maintain
track.

14th Feby: 1898.

My Lord,

that you desire
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and I am to
repair and m
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on the 1st Febr
permission.

sign and return

Lord Montagu of

Sir

pleasure of your

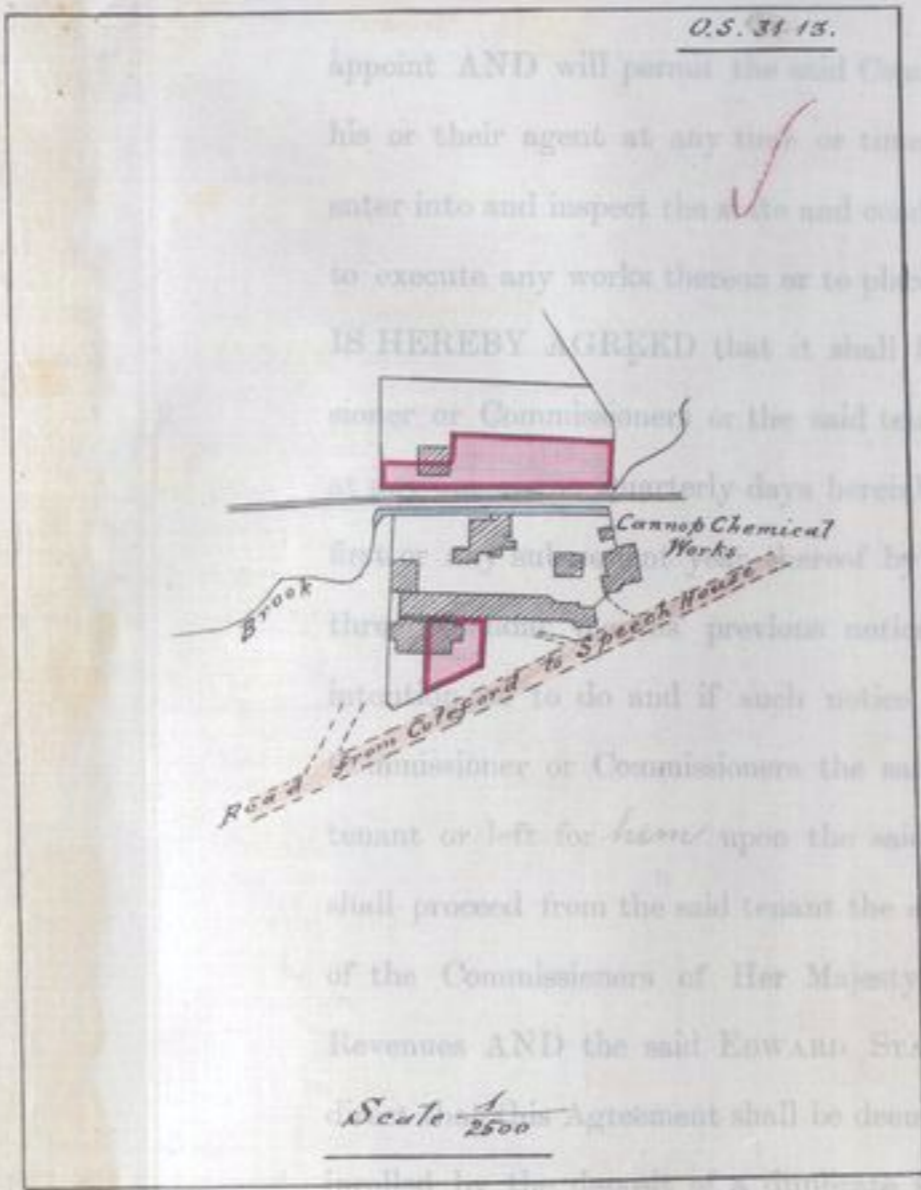
brown colour of

the acknowledg

E. Stafford How

Office of Woods &c.
14th February 1898.

from the second ——— day of February 1898.
as tenant from year to year (the tenancy being however determinable
as after mentioned) at the yearly rent of Four pounds
to be paid to the Deputy Surveyor of Dean Forest.
free from all taxes rates and deductions whatsoever (except Landlord's
property tax) by equal Quarterly payments on the second
day of May ——— the second ——— day of
August ——— the second ——— day of November
and the second ——— day of February in every year
the first Quarterly payment to be due on the second ———
day of May 1898 ——— AND the said tenant
hereby agrees that he will pay to the Queen's Majesty the said yearly
rent of Four pounds ——— on the days
and in the manner aforesaid And will also pay the land tax sewer
rates and all other rates taxes and assessments whatsoever
(except the Landlord's property tax) now or hereafter to be imposed
in respect of the said premises Together with a proportionate part
thereof for the period which shall elapse between the Quarterly day
of payment next preceding the expiration of the said tenancy and the
day on which the same shall expire AND also will keep the said
premises and any fences and gates thereon in good repair and
condition and will not do or suffer any waste or damage to the said
premises and will at all times well and properly manage and
cultivate the said land and keep and leave the same clean and in good
heart and condition and will also keep the windows properly glazed
and mended and will on the determination of the tenancy hereby
created deliver up the said premises in good repair and condition to
the Queen's Majesty her heirs or successors or to the said EDWARD
STAFFORD 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



O.S. 31.15.

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 site 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 time or times during the said tenancy by giving to the other of them written notice in writing of his or their intention 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 the said EDWARD STAFFORD HOWARD doth hereby agree that 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.

And will as far as possible during the tenancy hereby created keep a watch over and protect the brown property in the neighbourhood of the premises from injury or damage.

Signed by the above-named
EDWARD STAFFORD HOWARD
in the presence of

E. Stafford Howard

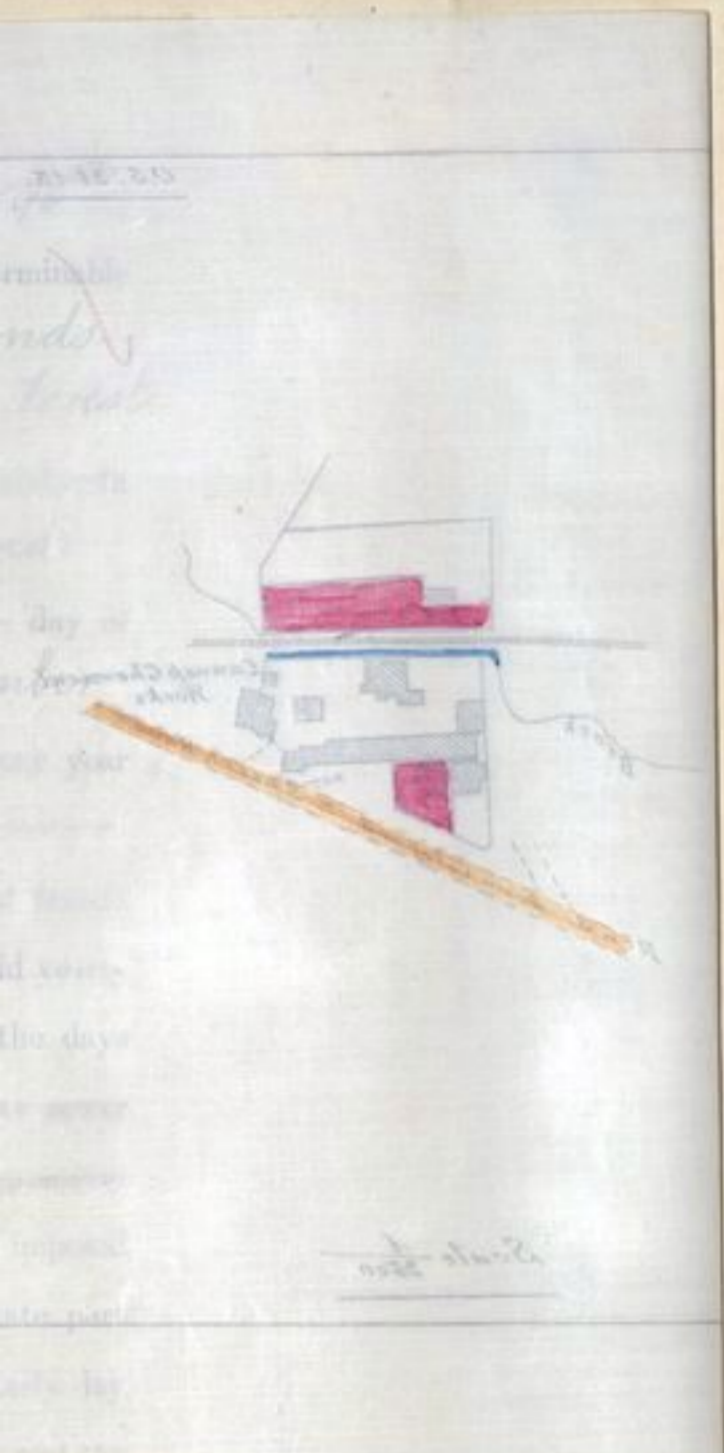
Charles B. Stableforth
Office of Woods
1 Whitehall Place, W.

Signed by the above-named
Thomas Burns
in the presence of

Thomas Burns

William Scrymgeour
Worcester Lodge
Dean Forest

Crown Keeper



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 givep 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 the said EDWARD STAFFORD 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.

And will as far as possible during the tenancy hereby created keep a watch over and protect the brown property in the neighbourhood of the premises from injury or damage.

1844

Signed by the above-named
EDWARD STAFFORD HOWARD
in the presence of
Charles B. Stableforth
Office of Woods
Whitehall Place, W.

E. Stafford Howard

Signed by the above-named
Thomas Burns
in the presence of
William Scrymgeour
Worcester Lodge
Dean Forest
Green Keeper

Thomas Burns

New Forest.

File F. 4173²

Easements

Lord Montagu.

Permission to repair & maintain track

14th Feb: 1898.

My Lord,

that you desire the Crown Woods and I am to repair and maintain to the following In acknowledgement on the 14th Feb: 1898. permission. If this sign and return Lord Montagu of the

Sir

In pleasure of your brown colour on the acknowledg

E. Stafford How

Office of Woods &c.,
14th February, 1898.

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H & S^r (467)-1898-303-11-97

AGREEMENT for letting
Cottage garden and premises
at Bannock West Dean
on a Yearly Tenancy from the
2nd February 1898
Rent £L _____ per Annum.

EDWARD STAFFORD HOWARD, Esq.,
a Commissioner of Her Majesty's Woods,
&c.,
AND
Thomas Burns

5/1

EDWARD STAFFORD HOWARD, Esq.,
a Commissioner of Her Majesty's Woods,

&c.,

AND

Thomas Burns

5/

AGREEMENT for letting

cottage garden and premises

L10

Dated 28th
March 1898

Forest of
Dean and
Hundred
of Striana

The Regist.
Owners of the
Gale of Coate
called the
Lampston
Level Collier

The Queen
Most Excellent
Majesty

Release
of
Fluorworking

Dated 29th April 1898

EDWARD STAFFORD HOWARD, Esq.,
a Commissioner of Her Majesty's Woods,

kc.

AND

Henry Morgan

AGREEMENT for letting
Cottage garden and premises
at Barnock West Dean
on a Yearly Tenancy from the
5th January 1898

Rent £L _____ per Annum.

H & Sr (467)-13800-300-11-07

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Dated 28th

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I certify that a duplicate of this Agreement has
been deposited in the Office of Land Revenue Records
and Instruments and an entry thereof made or filed by me
30th April 1898
Maurice Bennett

Dated 28^m

Esse the doctrine

R

Articles of Agreement made the

twenty-ninth day of April — One Thousand eight hundred and ninety eight Between THE QUEEN'S MOST EXCELLENT MAJESTY of the first part EDWARD STAFFORD HOWARD Esquire a Commissioner of Her Majesty's Woods Forests and Land Revenues of the second part and Henry Morgan of Bannop cottages —

(hereinafter called "the said Tenant") of the third part

THE said EDWARD STAFFORD 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 cottage, garden and

premises situate at Bannop in the Township of West Dean and containing fifty eight perches or thereabouts more particularly shown on the plan hereunto annexed and thereon coloured red

_____ lately in the occupation of J. N. Nicholas _____ together with the fixtures therein TO HOLD the same hereditaments to the said tenant. _____

R

I certify that a duplicate of this Agreement has been deposited in the Office of Land Revenue Records and Instruments and an entry thereof made or filed by me 30th April 1898 Maurice Bennett

twenty eighth day of Between George _____ in the County of _____ called Bannop _____ "Registered Owners" of _____ a Commissioner of _____ for the Forest of _____ and The Queen's _____ held the persons _____ for a period _____ Rule specified in _____ Commissioners Award _____ thousand eight hundred _____ to be forfeited to _____ agreed between the _____ ward as such _____ consideration of the _____ and nine hundred _____ as aforesaid _____ things and such _____ then contained _____ "Registered Owners" _____ rates and interests _____ to The Queen's Most _____ right and liberty _____ ignis and all persons _____ such of the _____ thirty first day of _____ six in respect of _____ Provided _____ agree with and to _____ successors in manner _____ Majesty Her Heirs _____ these Presents or by _____ fer of the said _____ & Gale shall leave

injury or damage to the neighbourhood of the premises from the ground the same

and covenants for payment of Galeage rents dead or certain rents and

410

Dated 28th

from the *fifth* ——— day of *January 1898*
 as tenant from year to year (the tenancy being however determinable
 as after mentioned) at the yearly rent of *Four pounds*
 to be paid to *the Deputy Surveyor of Dean Forest*
 free from all taxes rates and deductions whatsoever (except Landlord's
 property tax) by equal Quarterly payments on the *fifth* —
 day of *April* ——— the *fifth* ——— day of
July ——— the *tenth* ——— day of *October* —
 and the *fifth* ——— day of *January* — in every year
 the first Quarterly payment to be due on the *fifth* ———
 day of *April 1898* ——— AND the said tenant
 hereby agrees that he will pay to the Queen's Majesty the said yearly
 rent of *Four pounds* ——— on the days
 and in the manner aforesaid And will also pay the land tax sewer
 rates and all other rates taxes and assessments whatsoever
 (except the Landlord's property tax) now or hereafter to be imposed
 in respect of the said premises Together with a proportionate part
 thereof for the period which shall elapse between the Quarterly day
 of payment next preceding the expiration of the said tenancy and the
 day on which the same shall expire AND also will keep the said
 premises and any fences and gates thereon in good repair and
 condition and will not do or suffer any waste or damage to the said
 premises and will at all times well and properly manage and
 cultivate the said land and keep and leave the same clean and in good
 heart and condition and will also keep the windows properly glazed
 and mended and will on the determination of the tenancy hereby
 created deliver up the said premises in good repair and condition to
 the Queen's Majesty her heirs or successors or to the said EDWARD
 STAFFORD 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



Signed by
EDWARD
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Signed by
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Occupation.

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Dated 28th

His Indenture

made the twenty eighth day of

Between George
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a Commissioner of
for the Forest of
The Queen's

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Rule specified in
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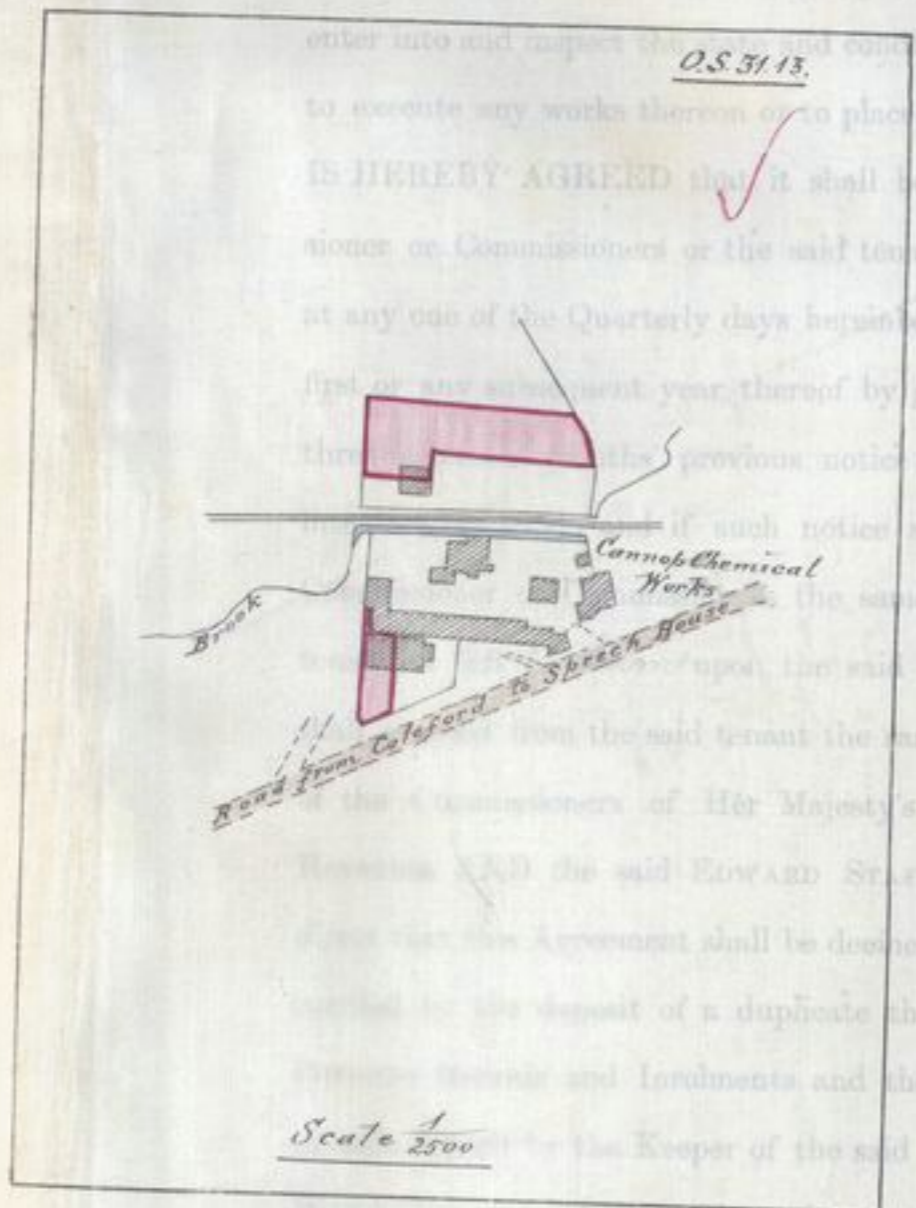
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Majesty Her Heirs
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AND will permit the said Commissioners or Commissioners or
his or their agents at any time or times during the said tenancy to
enter into and inspect and to place thereon any notice AND IT
to execute any works thereon or to place thereon any notice AND IT
IS HEREBY AGREED that it shall be lawful for the said Commis-
sioners or Commissioners or the said tenant to determine this tenancy
at any one of the Quarterly days hereinafter 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
intent if such notice shall proceed from the said
tenant and if such notice shall be given to the said
Commissioners or Commissioners the same shall be left at the Office
of the Commissioners of Her Majesty's Woods Forests and Land
Records AND the said EDWARD STAFFORD HOWARD doth hereby
agree that this Agreement shall be deemed to be fully and sufficiently
executed by the deposit of a duplicate thereof in the Office of Land
Records and Inrolments and the filing or making an entry
thereof in the Keeper of the said Records and Inrolments IN
witness whereof the said parties to these presents of the second
part first above written subscribed their names the day and year



And will as far as possible during the tenancy hereby created keep a watch over and protect the Crown property in the neighbourhood of the premises from injury or damage

Scale 1/2500

first above written.

2a
21

Signed by the above-named
EDWARD STAFFORD HOWARD
in the presence of
Chas E Howlett
Office of Woods &
Whitehall Place
London NW.

E. Stafford Howard

Signed by the above-named
Henry Morgan
in the presence of
William Serymgeour
Worcester Lodge
Dean Forest

Henry Morgan

Occupation: *Crown Keeper*

and all obligations
and covenants for payment of lease rents dead or certain rents and

M

Dated 28th

This Indenture

made the twenty eighth day of
 Between George
 ley in the County
 ab called Cannon
 ized Owners of
 a Commissioner of
 for the Forest of
 d The Queen's
 elds the persons
 e same for a period
 Rule specified in
 missioners Award
 usandeight hundred
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 ward as such
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appoint AND will permit the said Commissioner or Commissioners or
 his or their agent at any time or times during the said tenancy to
 enter into and inspect the state and condition of the said premises and
 to execute any works thereon or to place thereon any notice ^{*}AND IT
 IS HEREBY AGREED that it shall be lawful for the said Commis-
 sioner or Commissioners or the said tenant to determine this tenancy
 at any one of the Quarterly days hereinbefore mentioned either in the
 first or any subsequent year thereof by giving to the other of them
 three calendar months' previous notice in writing of his or their
 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 the said EDWARD STAFFORD 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.

*And will as far as possible during the tenancy
 hereby created keep a watch over and protect the Crown
 property in the neighbourhood of the premises from
 injury or damage*

2a

Signed by the above-named
 EDWARD STAFFORD HOWARD
 in the presence of

*Thomas & Howlett
 Office of Woods &
 Whitehall Place
 London NW.*

Signed by the above-named
 Henry Morgan
 in the presence of

*William Serymgeour
 Worcester Lodge
 Dean Forest*

Occupation. Crown Keeper

E. Stafford Howard.

Henry Morgan

*...responsibility of raising money for ... and all obligations
 and covenants for payment of Galeage rents dead or certain rents and*

M

This Indenture

Dated 28th

March 1898

Forest of
Dean and
Hundred
of StrandsThe Regist^r

Owners of the

Gale of Coal

called the

Lamp Bridge

Level Colliery

— to —

The Queen's

Most Excellent

Majesty

—

Release

— of —

Shortworkings

made the twenty eighth day of March One thousand eight hundred and ninety eight Between George Whitaker and Thomas Whitaker both of Keighley in the County of Yorkshire the registered Owners of the Gale of Coal called Lamp Bridge Level Colliery Gale hereinafter called the "Registered Owners" of the first part Edward Stafford Howard Esquire a Commissioner of Her Majesty's Woods and Her Majesty's Gavellee of and for the Forest of Dean in the County of Gloucester of the second part and The Queen's Most Excellent Majesty of the third part Whereas the persons holding the said Gale have desisted from working the same for a period of five years and upwards in violation of the 9th Rule specified in the Second Schedule of the Dean Forest Mining Commissioners Award Lamp Bridge of Coal Mines dated the eighth day of March One thousand eight hundred and forty one and the said Gale has become liable to be forfeited to the Queen's Majesty And whereas it has been agreed between the Registered Owners and the said Edward Stafford Howard as such Commissioner and Gavellee as aforesaid that in consideration of the Queen's forbearance until the thirtieth day of June One thousand nine hundred and two 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 Registered Owners DO by these Presents according to their respective estates and interests in the said Gale release surrender and renounce unto The Queen's Most Excellent Majesty Her Heirs and Successors All right and liberty of them the Registered Owners their heirs and assigns and all persons holding through or under them of making up so much of the Shortworkings accumulated up to and including the thirty first day of December One thousand eight hundred and ninety six in respect of the said Gale as amount to the sum of Nineteen pounds Provided always and the Registered Owners do covenant and agree with and to The Queen's Most Excellent Majesty Her Heirs and Successors in manner following, that is to say,

1. That the said right of reentry 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 or holders of the said Gale shall have bona fide resumed the working thereof.
2. That all powers of taking suing for or recovering and all obligations and covenants for payment of Galeage rents dead or certain rents and

royalty or tonnage duty shall be in force and shall apply with reference to the Galeage rent dead or certain rent royalty or tonnage duty hereafter to become due in respect of the said Gale without deduction of the Shortworkings intended to be hereby released or any part thereof.

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

And it is hereby declared that it is the intention of these presents that if the Registered Owners or holders shall on the thirtieth day of June One thousand nine hundred and two have continued in the occupation of the said Gale paying the proper rents and royalties to the Crown without deduction on account of the Shortworkings intended to be hereby released or any part thereof and duly observing the conditions under which they hold and shall have bona fide resumed the working thereof before that date the particular right of reentry so agreed to be postponed as hereinbefore mentioned shall not be exercised AND the said Edward Stafford Howard doth hereby direct that this deed shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Inrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Inrolments IN WITNESS whereof the said parties hereto of the first and second parts have hereunto set their hands and seals the day and year first above written.

George Whitaker (S)
 Thomas Whitaker (S)
 E Stafford Howard (S)

Signed sealed and delivered by the above named George Whitaker in the presence of

George Henry Whitaker
 Savandish House
 Neighley
 Clerk.

Signed sealed and delivered by the above named Thomas

Whitaker in the presence of
George Henry Whitaker
Layendish House
Keighley
Clerk.

Signed sealed and delivered by the above named Edward
Stafford Howard in the presence of
Chas C Howlett
Office of Woods &
1 Mitchell Place
London - S.W.

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

W. J. Green
Assistant to the Keeper of the Records.

L.R.R.
2nd April 1898