

of Forestry that the conveyance of the said lands unto the State of Maryland was and should be upon condition that the grantor company might retain for a period of ten years to itself and its successors and assigns the right to cut and remove all standing timber in trees which might measure twelve inches or more in average diameter inside the bark at a height of twelve inches above the ground; that the said grantor company might retain the use and control of the present mill site at Wallman with the buildings and dwellings connected therewith for a like period; that the grantor company retain all coal and mining rights; and that the grantor company retain rights of ingress and egress to said lands for the purpose of exercising such rights; and

WHEREAS, in order to carry out and effectuate the intention of the parties, an absolute deed of said lands to the State of Maryland was made by the Manor Mining and Manufacturing Company and accepted by the State, reserving only certain coal and mining rights, and there was effected at the same time an agreement between the State of Maryland and the Manor Mining and Manufacturing Company in manner and form following, that is to say:

“THIS AGREEMENT, Made this twenty-second day of January, 1931, between the State of Maryland by F. W. Besley, State Forester and the Manor Mining and Manufacturing Company.

“WITNESSETH, That in consideration of the premises and of the mutual promises herein contained, the parties hereto agree as follows:

1. The Manor Mining and Manufacturing Company shall have the right to cut and remove within a period of ten years from the date of this contract, all standing timber in trees that shall measure twelve inches or more in average diameter inside the bark at a height of twelve inches above the ground, which may at the time of the exercise of this right be standing on the land which the said Company has this day deeded to the State of Maryland.

2. The said Company shall have the use and control of the present mill site at Wallman with the buildings and dwellings connected therewith for a period of ten years from the date of this contract.

3. The said Company shall be liable to the State of Maryland for any unnecessary injury to trees below the twelve inch diameter limit arising out of any act of the