

Dated 17 March 1886

Mrs Elizabeth Somers

to

The Bristol Fire Play  
Company

Counterpart

LEASE of Play Works

Hards and Land at Crew's

Hole, Bristol

*This Indenture* made the seventeenth day of  
March

One thousand eight hundred and eighty six *Between*  
Elizabeth Somers of Mendip Lodge in the County of Somerset  
Widow as Lessor of the one part and The Bristol Fire Clay  
Company Limited of Saint Philip's Bridge in the City of Bristol  
Brick Manufacturers whose registered offices are situate at  
Shannon Court (?) in the said City of Bristol as Lessees of the  
other part Witnesseth that the Lessor doth hereby demise unto  
the Lessees first All and Singular the yards land and  
hereditaments formerly in the occupation of Mrs Elizabeth Braine  
full power to dig level and carry away all shale clay and  
substances in the nature of clay or shale lying on or near the  
surface of the said land colored green on the said plan to a depth  
not exceeding the surface of the parish road leading from  
Blackswarth to Conham denoted on the plan And secondly All the  
beds or seams of ironstone fire clay and other clays and  
substances in the nature of clay and also the coal and substances  
of the nature of coal lying in and under the said premises and also  
in and under the other part of the land called Trooper's Hill  
denoted on the said plan by the color blue to a vertical depth not  
beneath the ordinary water level of the River Avon excepting out of  
the premises hereby demised the shaft or chimney colored yellow  
on the said plan and the land at the sides thereof sufficient for  
lateral support And except the four cottages and the site of the  
engine house also each colored yellow on the said plan And also  
except out of this demise all coal ironstones clay and substances  
in the nature of coal and clay and minerals of every description  
lying at a greater depth than the limit aforesaid With power for the  
Lessor at any time to work raise and carry away the said excepted  
minerals making reasonable compensation to the Lessees for any  
damages they may sustain in consequence thereof Together with  
power for Lessees their Agents Servants and Workmen from time  
to time during the continuances of this demise to use all such  
devices and means for the efficient getting and raising such clay  
coal and substances hereinbefore mentioned and of manufacturing  
and carrying away the same with all rights of way and ?

easements *To hold* the whole of the said premises unto this

Lessee (?) from the twenty third day of July One thousand eight hundred and eighty five for the term of Forty years Yielding and paying unto the Lessor in respect of the yard offices land and premises first thereby demised together with the clay shale and substances in the nature of clay and shale dug at the surfaces of the said land colored green as aforesaid the certain annual rent of One hundred pounds by equal quarterly payments on the twenty first 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 of the term the first of such payments having been made on the twenty first day of December last as from the twenty third day of July One thousand eight hundred and eighty five And also yielding and paying in respect of the premises secondly thereby demised and the beds or seams of ironstone fire clay and other clays and substances in the nature of clay and coal and substances in the nature of coal a royalty of three pence per ton of two thousand two hundred and forty pounds on all such ironstone fire clay coal and substances in the nature of clay and coal fit for manufacture which may be obtained from the said secondly demised premises within the depth aforesaid And also yielding the wayleave royalty of One penny for every ton of the weight aforesaid of ironstone fire clay coal and other substances in the nature of clay or coal and of all minerals whatsoever fit for manufacture or sale and so in proportion for any less quantity than a ton the produce of other mines than those thereby demised which may during the term be led or carried through the said premises thereinbefore secondly demised and colored green and blue to be payable and paid at the same times and periods as the said certain rent of One hundred pounds per annum

*Provided* always that the said royalty of three pence per ton and one penny per ton wayleave royalty as aforesaid shall be in addition to and independent of the said certain rent of One hundred pounds per annum which is payable in respect of the lands and minerals hereby first demised and upon which no tonnage royalty is payable beyond the said rent of One hundred pounds per annum And that whatever may be the quantity of ironstone fire clay coal and substances in the nature of clay and coal fit for manufacture and sale hereinafter designated "material" so raised from the said secondly demised premises the said certain rent of One hundred pounds shall be paid in every year of the said term \_\_\_\_\_

*And* the Lessees hereby covenant with the Lessor in manner following \_\_\_\_\_

1. That the Lessees will pay the several rent and royalties in manner aforesaid and will also pay the Land tax (if any) and all taxes rates charges assessments and impositions whatsoever including all rates and taxes imposed by the Rating Act 1874 or any other or future Act or Acts which at any time during the term shall be payable in respect of the premises except Landlords Property Tax \_\_\_\_\_

2. And will from time to time during the said term keep open and maintain in complete repair to the satisfaction of the Lessor or her Surveyor the main adit the underground workings to the point of its intersection of the vein known as the "Devils Vein" And will when working for raising and winning such material from the secondly demised premises take all due care not to let down the surface of the land in getting such material And will not do so except so far as is inevitable in operations of a like nature And will not in the operation of any of the workings either under or overground injure or cause to be injured the said excepted shaft or chimney And will properly work the granted minerals in the most approved manner according to the custom of the Bristol Coal Field and whenever working in the secondly demised premises will win and save and bring out all such of the granted minerals as shall be reasonably suitable for either manufacture or sale And will not sink any new shaft from the surface without the previous written consent of the Lessor but such consent shall not be unreasonably withheld And will prepare and keep correct diagrams and tracings of the underground workings as from time to time existing And will twice in every year namely on the twenty fourth day of June and the twenty first day of December send the Lessor copies of such diagrams and tracings free of cost to the Lessor And will permit the Lessor to examine such copies with the original and to test the accuracy thereof by actual examination and viewing the said workings or for any other purpose \_\_\_\_\_

3. And will keep upon the premises a correct and efficient weighing engine to the satisfaction of the Lessor and permit her or her Agents free access thereto for the purpose of checking and testing such engine and the weighings of and will cause all such fire clay coal and substances in the nature of coal and clay and minerals for manufacture or sale which be won or gotten from or brought out through the premises hereinbefore secondly demised to be weighed And will keep correct records and books thereof

and permit the Lessor from time to time to inspect such books and take extracts therefrom and will render the Lessor an accurate account every quarter of such weights and weighings and permit the Lessor to compare the same with the books of the Lessees and to test the accuracy of such accounts \_\_\_\_\_

4. And will also permit the Lessor and her Surveyor and Servants from time to time to inspect the workings on in and under the said lands for the purpose of seeing the state and condition thereof and for this purpose at pleasure to enter upon the demised premises and into and upon any other lands mines collieries or works for the time being in the occupation possession or control of the Lessees in any manner connected or communicating with the demised premises All which mines lands collieries and works are herinafter referred to as "adjoining premises" and to go down into along and throughout and to return out of all or any of the pits shafts adits drifts headways galleries and works for the time being in or under any adjoining premises and to go through examine and inspect the condition of the demised premises and to measure and dial the same and to ascertain the direction and extent of the workings thereof and the quantity of the mines worked and the material gotten thereout and to see that the demised premises are worked in a proper and workmanlike manner and in accordance with the terms of the demise and to give notice to the Lessees either personally or left at the office or on the premises of any irregularity in the workings thereof And will provide a proper and efficient weighing engine to the like satisfaction of the Lessor with like permission for checking and testing the same in any such adjoining properties through which any of the material gotten from the premises hereby demised may be brought out therefrom and will weigh all such material so brought out and permit the weighings to be checked and deliver proper accounts thereof and do and permit all things in relation thereto as before provided in clause three of this Lease in respect of the weighing thereby provided for \_\_\_\_\_

5. And will not assign underlet or part with the possession of the said land without the written consent of the Lessor \_\_\_\_\_

6. And will insure and keep insured in the joint names of the Lessor and Lessees in the Royal Farmers Fire Insurance Office or some other approved Office the said dwellinghouse or office in the sum of Three hundred pounds and will duly pay the premiums and expend forthwith any sum of money which may be received from such insurance in reinstating the premises \_\_\_\_\_

7. *And* will keep and leave in good repair and condition the said dwellinghouse or office and duly carry out all such repairs upon them as the Lessor may at any time reasonably require to be executed and will on the expiration or other sooner determination of the term under the provisions of the eleventh clause of these presents effectually close up at the boundaries contiguous to adjoining premises all road ways air ways and other ways and communications then subsisting between any part of the demised premises and such adjoining premises And shall afford the Lessor at all times thenceforward so long as the Lessees shall be working in adjoining premises free opportunity to enter upon and into such adjoining premises for the purpose of being satisfied as to the due performance of the stipulations herein contained \_\_\_\_\_

8. And that it shall be lawful for the Lessor in the event of any rent or royalty under these presents becoming in arrear and remaining unpaid for the space of twenty eight days to enter upon the premises or upon any part thereof in the name of the whole and to seize and distrain all or any of the material engines gear horses waggons rails beams and other live and dead stock and chattels there found and the distress to dispose of as upon common Lease \_\_\_\_\_

9. And that in the event of such rent or royalties or any part thereof remaining unpaid for the space of forty two days or upon breach of any or either of the covenants conditions stipulations notices to repair or otherwise on agreements herein contained or in case the Lessees shall become bankrupt or insolvent or compound or make any composition with creditors or take the benefit of any Act of Parliament now or hereafter to be passed for the relief of insolvent debtors it shall be lawful for the Lessor to enter upon the said land or any part thereof in the name of the whole and enjoy and repossess the same in in her former estate \_\_\_\_\_

10. *Provided* also and it is hereby agreed and declared that if the Lessor shall give to the Lessees three months notice in writing before the expiration or sooner determination of the term of her desire to purchase all or any part of such fixed engines machinery and fixtures then the value of the same or such part shall be ascertained by valuation in the usual way or under the Arbitration Clause hereinafter contained and shall be paid to the Lessees and the said fixed engines machinery and fixtures be given up with the said land to the Lessor \_\_\_\_\_

11. *Provided* always and it is hereby agreed and declared that the Lessees shall have power to determine this demise upon giving to the said Lessor twelve months notice in writing to expire on either of the usual quarter days in any year of the said term then these presents shall on the provisions thereof having been fully complied with and the rents and royalties paid be void and the term shall thereupon cease \_\_\_\_\_

12. *Provided* always that in case of any dispute or disagreement between the parties upon any matter whatsoever under this demise the same shall be referred to Arbitration under the powers of the Common Law Procedure Act 1854.

*In Witness* whereof the said Elizabeth Somers hath herein to set her hand and seal and the said Company have caused their common seal to be affixed hereunto the day and year first before written \_\_\_\_\_

Sealed with the Common Seal  
of the said Company in the presence  
(the word "five" in the fourth line  
of the first page having been previously  
altered to the word "six")

H C Burge }  
Directors  
A H Burge }