



T H I S L E A S E made the *fourteenth* day of *August* One thousand nine hundred and forty B E T W E E N

_____ of _____ the County of Somerset Esquire (hereinafter called "the Lessor" which expression shall where the context so admits include the owner of the reversion for the time being expectant upon the term hereby created) of the one part and THE FORESTRY COMMISSIONERS (hereinafter called "the Commissioners") of the other

part W I T N E S S E T H that in consideration of the rent hereby reserved and of the covenants and conditions hereinafter contained and on the part of the Commissioners to be paid observed and performed the Lessor demises unto the Commissioners ALL THAT property (hereinafter referred to as "the demised premises") situate in the Parish of North Brewham in the County of Somerset described in the Schedule hereto lettered A and more particularly delineated in the plan hereunto annexed and thereon surrounded with green verge lines Together with the right for the Commissioners to win and get out of the demised premises all such stone sand gravel and other road or building materials as they may require for the construction and maintenance of fences roads rides and tracks on the demised premises Except and always reserved out of this demise all the rights specified in the Schedule hereto lettered B TO HOLD the demised premises and rights unto the Commissioners from the day of the date hereof for the term of NINE HUNDRED AND NINETY NINE YEARS YIELDING AND

PAYING therefor during the first Twenty five years of the said term the clear yearly rent of ONE POUND and thereafter the clear yearly rent of TWELVE POUNDS free of all deductions (except Landlord's Property Tax Land Tax and Tithe Redemption Annuity (if any)) by equal half-yearly payments on the Twenty fifth day of March and the Twenty ninth day of September in each year of the said term the first payment being a proportionate part calculated from the date hereof to be made on the *Twentieth* ~~September~~ *September* One thousand nine hundred and forty AND the Commissioners hereby covenant with the Lessor in manner set out in the Schedule hereto lettered C AND the Lessor hereby covenants with the Commissioners in manner set out in the Schedule hereto lettered D _____

PROVIDED ALWAYS AND IT IS HEREBY DECLARED AND AGREED as follows :-

(1) THAT if the said rent hereby reserved or any part thereof shall be unpaid for twenty-one days next after the same shall have become due whether lawfully demanded or not or if the Commissioners shall not observe and perform the covenants and agreements herein contained and on their part to be observed and performed THEN and in that case it shall be lawful for the Lessor to re-enter upon the demised premises or any part thereof in the name of the whole and thereupon this Lease shall determine but without prejudice to any right of action or other remedy which may have accrued or arisen to the Lessor prior to such re-entry _____

(2) THAT if any dispute or difference shall arise under out of or in any way in connection with this Lease (including the construction thereof) then and in every such case the same shall be referred to the decision of a sole arbitrator to be nominated by the President of the Surveyors' Institution subject to and in accordance with the Arbitration Act 1889 or any statutory amendment thereof _____

IN WITNESS whereof the Lessor has hereunto set his hand and seal and the Commissioners have caused their Official Seal to be hereunto affixed the day and year first before written _____

THE SCHEDULES hereinbefore referred to

SCHEDULE A hereinbefore referred to
(Being a description of the demised premises.)

Ordnance Survey
Numbers

138	...	85.674
251	...	1.253
252 part	...	1.750 <i>ROUND.</i>
		2.000
		<u>88.677</u>
		88.677
		=====

SCHEDULE B.

RESERVATION OF SPORTING RIGHTS.

(Subject (A) to the provisions of the Ground Game Acts 1880 and 1906 and the Agricultural Holdings Act 1923 (B) to such regulations and restrictions as may from time to time be imposed by the Commissioners for the protection and preservation

of the growing plantations and (C) to the right of the Commissioners to keep down black game and to shoot deer and to kill wood pigeons) the exclusive right for the Lessor and all others authorised by him in writing of entering the demised premises with or without horses and/or dogs and of sporting thereon by hunting shooting fishing taking destroying killing and carrying away all and all manner of game including foxes snipe woodcock wild fowl quails plover wood pigeons and landrail and of rearing and preserving the same and the right for the Lessor and such persons as aforesaid of entering the demised premises and of shooting hares and rabbits thereon PROVIDED ALWAYS that every person so authorised by the Lessor as aforesaid shall (except as to persons hunting with hounds) carry with him the Lessor's written authority and shall produce the same on demand to the Commissioners their agents and servants

SCHEDULE C hereinbefore referred to
(Being the Covenants on the part of the Commissioners.)

(1) TO pay the said rent hereby reserved at the times and in manner aforesaid subject nevertheless to any abatement to which at any time and from time to time they may be entitled in manner hereinbefore provided

(2) EXCEPT as hereinafter expressly provided to bear pay and discharge or indemnify the Lessor against payment of all rates taxes assessments duties impositions and outgoings whether parliamentary parochial local or otherwise which now are or hereafter shall

be rated charged assessed or imposed on the demised premises in so far as they shall remain in the possession of the Commissioners or on the Landlord or Tenant in respect thereof (the Landlord's Property Tax Land Tax and Tithe Redemption Annuity (if any) excepted)

(3) FROM time to time to fence off in a proper manner from the adjoining land of the Lessor such parts of the demised premises as may be planted in accordance with any planting scheme for the time being adopted by the Commissioners (providing such gates or other means of access as may be necessary in order that the rights hereby reserved may be exercised) and during the term hereby granted to keep such boundary fences gates and other means of access as aforesaid in good repair

(4) NOT to deal with occupy or use the demised premises in any way not in accordance with the powers for the time being expressly or by necessary implication conferred on them by Statute

(5) NOT to erect on the demised premises any buildings without the consent in writing of the Lessor such consent not to be unreasonably withheld

SCHEDULE D hereinbefore referred to
(Being the Covenants on the part of the Lessor.)

(1) THAT the Commissioners on payment of the said rent and due observance and performance on their part of the covenants agreements and conditions herein contained shall hold the demised premises during the

said term without any lawful eviction or in
by the Lessor or any person claiming under
(2) TO pay all such rates taxes assessments
impositions outgoings and charges in respect
sporting rights hereby reserved to him as a
(3) TO pay to the Commissioners within two
after ascertainment full compensation for all
or damage whatsoever done or occasioned to
sustained by the Commissioners or their tenants
the exercise or purported exercise of the rights
vested in the Lessor under the reservation
in the said Schedule hereto lettered B.

SIGNED SEALED AND DELIVERED)
by the before-mentioned)

H.M. LAND REGISTRY
LEASEHOLD TITLE REGISTERED
TITLE NUMBER ST141633

Memorandum that by an Assignment dated the 6th day of September 1983 The Minister of Agriculture, Fisheries & Food (the Minister) assigned subject as therein mentioned to British Railways Board (the Board) land at Pink Wood near Bruton in the County of Somerset part of the land devised by the written lease and the Minister acknowledged the right of the Board to production and delivery of copies hereof.
CL/F/83/918.

DATED

14th August

1919 FORESTS.

BRUTON FOREST

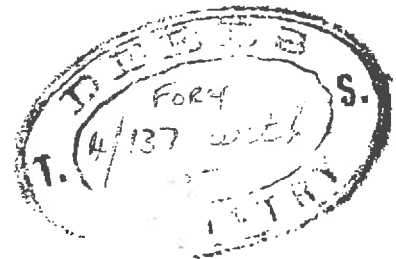
- to -

THE FORESTRY COMMISSIONER

L E A S E

- of -

Land in the Parish of North E
in the County of Somerset.



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