129 Entry of Deed authorizing abatement of rent vide 1.502. Gated 26 Gis Stycerther made the 26 day of September September 1877 1879 Between The Queen's Most Excellent Majesty of the first part The Honorable Sames Kenneth Howard Highmeador a Commissioner of Her Majeshy's Woods Forests and Land Revenues of the second part and James Mompson of Newport in the Country of Monmouth Coal Merchant and James Kallton of the Houble Newport aforesaid Timber Merchant berinafter called the said Sat KHowaid Lessees of the third part MMULLAS the said Lessees are the registered a Commer of Her Owners in the books of the Gaveller of Her Majesty's Toust of Weare Majeship Mood of the Gales constituting the Collieries known as The Farmers Folly Colliery and the Hilliers Land Colliery And Whelleds by an Indenture bearing even date with these presents and made between M. Cames the same parker as are parker to these Presents All the Coal and Thompson & fireclay within and under a tract of land shown on the plan marked M. Vames ' Ly annexed to these Presents containing twenty nine acres or thereabouts Rallon, being part of the Woods of Her Majesty's High Meadow Estate in the Registered Owners Coulty of Monmouth and situate on the Western side of and adjoining of the Farmer's to the Said Collieries but not within and under the parcel of land Tolly & Hilliers marked Boulle said planidemised to the said Lessees their Exort land Colliery admors and assigns for the term and subject to the reuls royalties Gales ._ covenants and conditions eleveine contained And Whellas by articles of Agreement dated the D. day of May 18 10 made between the Lead of sik Queens Most excellent majesty of the first part the said James from the Rost Rennell Howard of the second part and the Ross and Monnouth brownouth Railway Railway Company of the third part the said James Kenneth Howard to and driftwary durugh about of did on behalf of the Queen's Majesty with the consent of the forming Coal withen the Highmeadon of Her Majesty's Treasury covenant with the Mailway Company and Estate to The the Railway Company did for themselves and their successors covenant Farmers Tolly & with the Queen's Majesty her heirs and successors among other things Hilliersland Collieries in the that at the point marked I on the plan number I annexed theuto Forest A Dean of sitel for Building (an extract from which plan is annexed to these presents and and aroad to marked Y') The Railway Company would make and maintain the Durnpike Road. a proper siding for the use of the Crown for the carriage of goods Commences 1. 1876 cattle and produce and would at all himes convey such goods cattle and produce to and from the said siding along the line of Railway at the lowest rates charged upon the land and would also provide Verm ends 1st July 1897 a travelling crane for loading and unloading such goods and produce That the Crown and all purchasers of the timber and other produce Royally I perton on the Highmeador Estate thould have the free right at all times thereafter carried annually of using a siding proposed to be made by the Mailway Company on the on the Transvay. on the Road.

Mailway at Hadnock for the decommodation of M. Bannorman and the Onke of Beaufort and such other sidings as may be required by the Comme or Comment hereinafter mentioned for the purpose of conveying along the line of Railway such himber and other produce as a foresaid Heat all the works required to be performed by the hallway Company as thereinbefore mentioned ? should be performed and executed in a substantial and workmanlike mauner and should for ever thereafter be Kept by the Kailway Company in substantial repair to the satisfaction of the said Comme or formers to be signified in writing And that the from and its lenants agents and servants should at all times have the free use of all the level crossings roads and other works thereby agreed lobe made and performed by the Railway Company and that upon the performance by the Kailway Company of the conditions mentioned in the said Agreement the said Comme or forme would on behalf of ther Majesty grant to the Railway Company a lease of Hieland Hierein described including the land colored pink on the said Extract from plan er-1. Reserving to Her Majesty and her tenants agents and servants the free use of all level crossings bridges and roads to be made by the Railway Company as therein aforesaid for the term of years at the rent and subject to. the covenants therein mentioned including covenants on the part of the Railway Company to keep all the fences of the said land and all other works thereby agreed to be performed in good and substantial repair.

Now this Indentive witnesseth that in consideration of the expense which will be incurred by the Lessees in constructing the transvay heremafter referred to and of the rent and royalties hereinafter reserved and of the covenants hereinafter contained He the said James Kenneth Howard as such found? as aforesaid in exercise of the powers of an each of parliament of the tentheyear of the reign of his late Majesty Ring George the 4" fliapter 30 and of an Act of the 14" and 15" years of the reign of ther present Majerty Chapter 42 and of all other powers enabling him in this behalf and with the consent of the fourniss of Her Majerhis Freasury signified by their Harrant dated the 7th day of September 1876 Gotto on belialf of Her Majesty denuise and lease unto the said

Lepees their exort admost and assigns.

First All that land shown by the color dark red upon the Plan marked Is hereunto annexed (which plan is heremafter referred to as the said plan) commencing at and including the land marked

If on the said plan next boland in the occupation of the Ross and Monmonth Railway Company and including the sites of slips for passing marked to and Faul the sites of Hations or platforms marked Or and H and terminating at the land marked B on the said plan and exclusive there of which land now being described is situate in a part of the Woods of The High Meador Estate in the fourty of Moumouth and contains one acre two roods and ten perches or thereabouts Except and Meserved full power for Her Majesty her heurs and successors and for the Comme or forme heremafter mentioned and her his or their Granters leper lenants agents servants and work men and others authorized by them or any of them to pass and repass at any point or points thereof over and across and under the same with or without horses waggons carls and carriages laden or includen and reserving the passage of water across the same. Secondly. All that parcel of land containing one rood and eight perches or there about also part of the Highmeason Estate and deline ated on the said plan and thereon colored dark red and marked B with full prower and authority (subject to the Covenant Primber 1/4 hereinafter contained) to make and erect there on all necessary pit shafts & madinery for working the Coal and fireclay denised by the Said Induture of even date herewith and for working the transvay and drift way hereby authorised, Hurdly. He liberty to drive and maintain an underground drift from the said plot of land marked B to the boundary of the High Meador Estate for the purpose of working and draining the Farmers Tolly and Hilliersland Colliery Gales. Fourthly The liberty to make metal and maintain a road for houses wassons carb and carriages on the land containing one road and three perches or thereabouts also part of the High meadon (State and delineated on the said plan and thenon colored green and marked C.D.L. and to pass and repass over the same with or without horses wassons carls and carriages laden or unladen between the said parcel of land marked B and the High Road in which parcel of land marked B will be the junction of the said Francisay with the Said underground drift reserving alike right of way over the land now being fourthly described for the majesty ther lieurs and successors and the Said forming or forming and her his or their grantees lessees tenants Dervants agents and workmeny. And fifthly the liberty so far as by vilue of the said agreement of the fifth day of May One thousand eight hundred and seventy or otherwise the said James Renneth Howard as such found, as afore aid can grant the same to construct and maintain an extension of siding

Vixtract from the plan No I referred to in the Agreement duted 5th May 1870 made between the Queen's Majesty of the first part the said James Kenneth Howard of the 2nd part and the Ross and Monmouth Railway Company of the 3rd part GREAT W200 D Seate & Chains to an Inch

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distinguished on the said plan by the color green in continuation of the existing siding situate near the place called the Haughters otherwise called Hadurck siding and to use the said extension and the said siding for the carriage of the produce of the mines comprised in the said Lease of even date with these presents and of the said Farmers Tolly and Hilliersland Gales subject to the concurrent use thereof by Her Majesty and her successors and the said loums or form and her his or their grantees lesses lenant agents servants and workmen and subject to vich regulations as may have been or may at any time and from hime to time hereafter be made or approved by the said Count or Commers Meserving unto the Quan's Majesty live heirs and successors all mines minerals freeday quarries beds or veins of Hate stone and other stone and all other substrata whatsoever and which mines and other substrata vie lucinafter called "the said reserved mineral" substances within upon or under the said land and premises first and secondly hereinbefore described and hereby demised or any part thereof And also Reserving to the Queen's Majesty her liers and succepors full power for Her Majesty her heirs succepors and assigns and for the said James Kenneth Howard and other the Commer and Commes for the hime being of Her Majeshis Woods Forests and Land Revenues having the management and direction of the land and premises herewhefore described who are lureinafter called the said bonim or formure and here his or their grantees lefees tenants servants agents and workmen at all times hereafter to enter into and upon the said land and premises hereinbefore described and to search for win work raise dress and make merchantable and carry away the said reserved mineral substances or any other mines minerals freclay quarres beds or views of state stone and other stone or any other substrata belonging to Her Majesty and situate beyond or outside of the limits of the land and premises hereinbefore described and which last mentioned mines and other substances are hereinafter called such other mineral substances as aforesaid " And also from hue to hime to make such pits shafts or levels roads railways or other ways pools streams and watercourses and to divert or after such pools streams and watercourses and to erect such engines machinery houses cottages for workmen or other persons buildings and other works and to deposit spoil and rubbish upon the said land and premises hereinbefore described and generally to do such other acts in relation to the Searching for winning working raising dressing and making merchantable and carrying away the said reserved mineral substances or ouch other

mineral substances as aforesaid as Her Majesty her liers or successors or the oard found or founds or her his or their grantees lessees tenants sewants wise) agent or work men may inherlies or their discretion think necessary or proper and either with or without leaving any support for the surface of the land hereinbefore described or any part thereof or any building for the cess time being standing thereon at her his or their option from time or time. To hold and eryoy the said premises first secondly thirdly and fourthly hereinbefore described unto the said Lessees their Executors admors 1 auro and assigns who are heremafter unless otherwise mentioned included in and the term Lesses from the first day of July One thousand eight hundred and sevenly six for the term of Swenty one years and to efon hold and enjoy the liberty fifthly hereinbefore demised unto the ud said dessees their exort abmors and assigns from the said first day of nd July 1876 for the term of swenty one years determinable at any himely the said forum? or Commers on giving to the said Lesses their exors admors or assigns or any of them of leaving at their or any of their creof last known place of business or residence in England or Wales one weeks notice in writing but in case of such determination no abatement shall be ns made in the rent and royallies hereinafter reserved . Taying therefor nd unto the Queen's Majesty her heirs and successors the rent and royalhes following that is to say the clear yearly rent of two pounds attel eurises also the clear yearly rent of two hundred pounds the said rents to be paid by two equal half yearly payments on the first day of January uls and the first day of July in every year free from all deductions or abakments whatsoever the first half yearly payments of which said yearly reuts became due on the first day of January 1811 And also rved paying to Her majesty her heurs and successors a royally of Une nenny for every tou of Iwo thousand two hundred and forty pounds of all mineral substances which in any year Heall be conveyed along or across any part of the said Framway over and above in that year broken thousand lour of two thousand two hundred and forty pounds . -And also paying to Her majesty ler heirs and successors a Royally of One penny for every ton of 2240 lbs of all mineral substances which shall be conveyed along any part of the said road w Townshily hereinbefore described as C. D. I and colored gran and which uses shall not be brought from or conveyed to the said Transvay such Royalties to be paid by yearly payments on the first day of July in every year

All which said rents and royallies hereinbefore reserved shall be part

And it shereby declared that the said rent of Two limedred pounds

into the hands of the Receiver of Crown Reuts in the Forest of Dean

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and the said royalhis are wayleave rents and royalhies and are over and above the rents and royalhies payable to Her chajeshy her lieirs and successors for coal brought out from the said Farmers Folly and Hilliers land Collieries and over and above the rent and royalhy payable to Her majeshy her heirs truccessors for Coal and fireclay brought out from the mines demised by the said Indenture of even date berewith And the said Lessees do for themselves their heirs exors admoss and assigns frintly and each of them doth for himself his heirs exors and assigns printly and levely covenant with the Queen's Majeshy her heurs and successors—

in manner following (that is to say)

1. To pay unto The Queen's Majesty her heirs and successors the said rents and royallies herembefore respectively reserved and made payable upon the respective days and times and in the proportions hereinbefore appointed for payment thereof respectively without any deduction or abatement whatsoever and that if default shall be made for the space of 21 days in payment of the aforesaid rent and royallies or any or either of them it shall be lawfut for the Queen's Majesty leveliers and successors or for the Commit or former for the time being of Her Majeship Woods Forests and Land Revenues having the management and direction of the said premises (heremafter called "the said former or (ournies) or her his or their Agent from time to time to distrain any machinery engines tramplates rails implements utensils carb carriages horses or other live or dead stock and all the pubstances which shall be found upon or within the land herembefore described and all other the goods chattels and effects of the Said lessees or of either of them or of their or either of their executors admors and assigns or any of them wheresoever the same may be found and the same to sell and dispose of lowards satisfaction and payment of the avrears of the said rents and royalhes and if all costs and charges meident to or occasioned by such distress and sale.

2. To pay during the said term the land tax and all other taxes rates rent charges assessments and impositions whatsoever present or future in respect of the demised premises (except the landlord's property tax).

3. Not to enter upon the land first secondly fourthly or fifthly hereinbefore described without the previous consent in writing of the

said former or formers.

4. To construct at the expense of the said Lessees a proper tramway upon the land first hereinbefore described according to such plans sections gradients and specifications and with such bridges level orssings slips

for passing Alahons platforms culverts gates fences on both sides thereof and other apportenances and with such materials and laid with such rails or tramplates and generally in such manner as shall be required by or previously approved in writing by the said Comme or Comme and to complete the same to his or their satisfaction. 3. It form and metal with proper material to a depth of from twelve to eighteen inches a roadway of the width of hoelve feet on the land fourthly herewhefore described to the satisfaction of the said Comme or Comme and with such fences on both sides thereof and gates bridges and culverts as Phall be required and approved of in writing by the said forum? or forum 50 Carry off at all times the water from the said drift into the wearest brook and to construct and maintain at the expense of the said Lessees such works as may in the opinion of the said Comme, or found be necessary for that purpose .-6. To purchase and pay for all timber and other trees tellars pollards saplings and wood and underwood which shall be removed in consequence of the works hereby authorized at such price as shall be approved by the said Commer or forming or in case of difference shall be fixed by arbitration in manner hereinafter mentioned. 7. 810 Keep in an Office situate conveniently near the said land marked B fair and legible broks of account with bue and regular entries of the weight measure and quantity and kinds of the substances which shall be carried daily along the said tramroad and road or any part thereof said Farmers Folly Colliery the said Hilliersland Colliery and the mines demised by the Indenture of even date herewith and at all himes when required to produce and shew such Broks of Account to Her Majeships Agent for the time being and permit or suffer him to take any extracts therefrom or copies thereof and will give any explanation that may be required in relation thereto. to New Majorty's e toget for the home bring out passed as suffer king to take any approach therefrom or organic theores and such give acroy explanation that may be required an relation therete . -8. To deliver into the Office of the said Count or formers or to Her Majeshis said Receiver or Agent within Sen days next after the 10th day of October in each year and at such other home or homes during the said torm a true and fair account in writing containing the several particulars aforesaid of the substances which during the preceding the apear and during such times as shall be required by such Hotice as aforesaid shall have been carried along the said tramvoad and road or any part thereof clearly expressing in such account the number weight

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and measure thereof every such account being from time to time if required first verified in writing under the hands or hand of the said Lessees or their Chief or only agent for the time being
To exect at their expense at such points as shall be indicated by the said Comm's or louis or their expent legitly marked with a broad arrow substantial boundary posts or stones and during the said term maintain the same posts or stones in good order and

10. To keep and uplied at all homes during the said term the said bramway on the land first hereinbefore described the buildings and erections on the land secondly hereinbefore described the said drift Hirdly described and the said road on the land fourthly hereinbefore described and all bridges level crossings slips for passing stations platforms levels drains ways paths fences rails machinery and other makers and things to the premises first secondly thirdly and fourthly hereinbefore described belonging in proper order condition and repour and the same so upheld and kept in repair as aforesaid at the end or sooner determination of the said term hereby granted to give up and surrender unto the Queen's Majesty her hiers or succepors or to the said Commer or Commers or to such person or persons as she he or they shall appoint to receive the same but so nevertheless that it shall be lawful for the said Lessees (unless the said term of 21 years shall be determined by recentry under the power ? heremafter contained) to remove at the end or other sooner determinate of the said term but not at any time afterwards all Engines tools reals machinery or working year belonging to them the said Lessees in or about the said premises (but not the stone or brickwork roop or himbers belonging thereto or exceed or used for the protection thereof) first giving to the Queen's Majesty the option of purchasing ouch engines tool's rails machinery and working gear or any part thereof at a fair valuation on the bases of the same being sold for removal off the premises to be made by two indifferent persons one to be chosen by the said forum or lower and the other by the said Lessees or by an Umpire to be nominated by such two persons before they proceed upon their Valuation.

11. That it shall be lawful for the Queen's Majesty and also for the said former or Commer and her his or their agent at all seasonable times with or without workmen or assistants to enter into and inspect the said premises and the state and condition thereof and that the said Lessees will render every reasonable assistance to

Her Majesty her her's and successors and to the said Comin" or found herelis or their Agents and workmen or assistants in the examination aforesaid when required. IL Not to commit any unnecessary damage spoil or waste in the carrying on of the said works or in the exercise of the prowers heredubefore granted and to pay to the said Commer or forming compensation for all damage which may be done to trees not removed or to any property of Nor Majesty by or in consequence of the works hereby authorized or by any person or persons in the employ of the said dessees the amount of such compensation to be approved by the said Comme or tourne or in case of difference to be settled by arbitration in manner hereinbefore mentioned and to make reasonable and fair satisfaction and compensation to every person lawfully entitled thereto on account of any injury or damage which may be sustained by him by reason of the said works or in the execution of the powers and authorities hereinbefore granted and indemnify the Queen's Majesty and the said Comme or Comme from all actions claims and demands on account of any ouch injury or damage. Not to do or permit upon the land first and fourthly hereinbefore described any act other than the making maintaining and using as a transvay and road only for the carriage of mineral substances and of material required for use in the Colliery (that is losay Pits wood and stores) the transway and roadway hereby authorised. nath 14 Not to erect upon the land secondly hereinbefore described any crechon or building other than such as shall have been previously approved of in writing by the said former or lowers or his or their agent and not to use any house erection or building upon the land Secondly hereinbefore described for any purpose of which the said Commertor former shall by notice in writing delivered in manner herembefore mentioned express disapproval and not to do or permit upon the land secondly hereinbefore described any act matter or business of which the Commer or Commers shall by notice in writing delivered in manner hereinbefore menhoued express disapproval. 15 From home to home and it all times during the continuance of the liberty of using the said Diding fifthly hereinbefore described to observe and perform all such regulations as shall from time to time or at any home be made or approved by the said Country or Commer relative thereto with the view to prevent confusion and disputes between the persons using the same. 16. Not at any time to assign underlet or otherwise part with the premises

Mereinbefore demised or any part thereof respectively for the whole or Lettings of Cottages without the consent in writing of the said Comme or formers for that purpose first had and obtained. M. To procure at their own costs and charges all assignments which with such consent as aforesaid shall be made of these presents or of the premises hereby demiset or any part thereof and all Probates of Wills and letters of arministration affecting this lease or the term hereby granted to be within six calendar months from the respective dates Hiereof enrolled in the Office of Land Revenue Records and Irrolments and minutes or dockets there of respectively to be entered in the Office of the said Commissioners. " Mat it shall be lawful for Her Majesty her lieirs successors and assigns and the said Comme or Commes and her his or their grantees lessus lenants servants agents and workmen from time to time and at all times to use the transvay and works upon the land hereby demised and all engines madinary rolling stock and appliances connected therewith for the carriage of bark and timber without making any payment in respect thereof. 18. Mat nothing horein contained shall predude Her majesty her heirs or successors or the said former or forming from granting to any other person or persons any rights of way leave through or over or along the said land first secondly and fourthly hereinbefore described or the said transvay and road or the said drift thurdly hereinbefore described paying or reserving therefor to the said Lessees such reasonable compensation (if any) as may be agreed on or as may be fixed by two debitrators or their Umpire to be appointed as horeinbefore mentioned . Riorided always that if the aforesaid rent and royalhes or any part thereof respectively shall not be duly accounted for or shall be unpaid for hously days next after any of the days or times whereon the same respectively ought to be paid as aforesaid or in case the said Lessees or their assigns shall cease to be recishered Owners of the said Gales known as the Farmers Tolly, and the Hilliersland Colliery or of either of them or in case these presents shall be or become vested in any Company or person or persons not being registered Owner or Owners of the said Gales or in case these Resents shall be or become vested in any Company or person or persons not being Lessees or assignees of the said Coal and fireclay lease of even date with these presents or in case the said Lessees their heirs Exors admors

or assigns shall fait to perform and keep the several covenants hereinbefore contained or any of them or if while the demised premises are vested in them they deall be adjudged Bankrupt or a Justee be appointed under a liquidation of their affairs by arrangement or if the said Lessees their heirs exors admors or assigns shall either voluntarily or involuntarily do or suffer to be done any act matter or thing whereby or in consequence volicitof this present lease or the interest of the said Lessees in the premises hereby demised Shall without such consent as a foresaid become vested in any person or persons whomsoever except by bequest or by representation as executor or admor then and in any of the said cases it shall be lawful for the Quant Majesty or the said Comme, or Comme on behalf of the majesty to enter into and upon and retain possession of the said premises hereby demised together with all engines tools rails machinery and other working gear and other matters then being on the said premises for her and their absolute use And if any recurry shall be made under the provise lastly herembefore contained there shall be payable by the said Lessees to the Queen's Majesty in addition boarry rent or royally then due in respect of the vaid premises a proportionale part of the accruing rent for the then current half year from the last half yearly day for payment of rent and royally up to the day on which such recentry shall have been made Frovided also and it is hereby further agreed and declared that in the event of the said Lessees determining the said lease of coal and fireclay of even date Merewith Mereinbefore referred to on the workable coat and freeday being worked out and exhausted it shall be lawful for the said Lessees to determine the term hereby granted at the same time or at the end of any subsequent year thereof by leaving for the said Comme or Commes at their Office in Mitchall Hace, Westminister, six calendar months previous notice in writing for that purpose and upon the expiration of such Notice and upon payment of all rent and royally then due under these presents the said term shall cease and determine but without prejudice to any right of action or other remedy of the Majesty for any breach of covenant previously committed And the said Vames Kenneth Howard doth hereby direct that this deed shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate there of in the Office of Land Revenue Records and Involuents and the filing or making an entry of such deposit by the heeper of the and Records and Swrolment on witness whereof the said parties of these presents of the second and third parts have hereunto set their hands and seals the Sames K Doloward - Sames & Thompson James (1) Railton

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Signed realed and delivered by the within named James Remetto Howard in the presence of His. Tagg Messenger - 1 Mildeall Place London Signed sealed and delivered by the within named Sames
Thompson in the presence of

Hugh Raillon

Fortland Villa Ross_ Herefordshire

Colliery Manager Figned sealed and delivered by the within named James Raillow in the presence of Homas Maddison of 3 Northgate, Carlington Secondant CI He Office of Land Revenue Records and Involucuts and an entry Bi thereof made or filed by me. H G Newlett 8th October 1877 Keeper of the Records

hierere during pleasere Exideratities made the 25th day of October 1877 Ochbor 1877 Between The Honorable James Kenneth Howard of Commissioner of Her Majesty's Woods Forests and Land Revenues and also Dean Forest Gaveller of Her Majesty's Forest of Gean in the Country of Gloncaster of the one part and Henry Brown of Loolway Farm near lole ford Farmer Hee Houble of the other part Millas the said Henry Brown is the Galee and fat. Kenneth registered Owner of a certain Gale or Colliery in the Forest of Chean or Howard Hundred of Saint Briavels in the Country of Gloveester commonly a forume of Her called or known as the Well Level Colliery which said Gale or Colliery Majeship Mood is bounded or abutted on the northern side or most part thereof by a certain other Gale of Colliery in the said Forest and Hundred called or known as the Broominghold Colliery of which said last menhoned Colliery the said Henry Brown is also the registered Corner of Med Medlewry whelleds a certain Sit situate about fifty yards from the Southern Brown boundary of the said Well Level Gale was some years ago sunk upon the said Perrooming hold Colliery And wheleds the said pit is conveniently situated for the working and raising the Coat from out of Lucinso to the said Well fevel Gale Mid Wholld the said Henry Brown use a pit on the as the registered Currer of the vaid Broominghold Colliery is desirous Broominghold of using the said Broominghold Sit for the more conveniently raising Colliery for the or getting to land the foal from out of the said Well Level Colliery and purpose fraising he hath applied to and requested the said James Kennetto Howard or brunging to as such Commissioner and gaveller as aforesaid to grant him his Liceuse land the boat or permission to use the said fit for the purpose aforesaid which her from the Well hath accordingly agreed to do on the terms and conditions heremafter Level Colliery expressed New this Indentive witnesseth that in pursuance and Covenant of the said Agreement and in consideration of the premises He they to pay a Way law said James Kenneth Stoward as such four issioner and Gaveller as Royally of 1 per aforesaid by wither of all powers and authorities in anywise enabling tow upon all Coal him in this belief and in so far as he lawfully can or may woth Abought out in hereby give and grant his liceuse and permission unto the said Henry addition to the Brown or other or others for the time being the registered Corner or Uniting Royalty Owners of the said two Gales to use and occupy during the pleasure of the said James Kermeth Howard as such forming and gaveller as aforesaid the said Broominghold pit so sunk as aforesaid on the said Brommelold gale or folliery for the purpose of raising and bringing to land any Coal that may be gotten by him the said Henry Brown or other person or persons as such registered Currer as a foresaid from or out of the said Well Level Colliery on the terms and conditions of lus entering into such Covenant for the payment of such Wayleave

Royally of One penny per low as is hereinafter contained and for the observance and performance of such further or other covenants or conditions as are hereinafter expressed Now this Indentive further witnessetto that in consideration of the premises He the Said Henry Brown doth hereby for himself his heirs executors admors and assigns covenant with The Queen's majesty her heirs and successors that he the said Henry Brown his heirs executors admortand assigns some or one of them shall and will so long as he or they shall use the said Bit pay to the Queen's Majesty her heirs and successors over and above and in addition to The royally or tonnage duty of Iwo pence per ton now payable to ther Majesty in respect of the said Colliery a Wayleave Royalty of One penny per lon on all such Coal as shall from and after the Hirtietto day of June One thousand eight hundred and seventy Duy have been or be gotten from the said Well fevel Colliery and thate have been or shall be reaised or brought to land from out of or by means of the said Broominghold Fit such Wayleave Royalty of One penny per lon to be paid and accounted for to Her Majesty upon the Hwithethe day of June and the Hirty first day of December in every year And further that he the said dewry Brown his heirs exors nomors and assigns shall and will keep fair and legible Broks of Account with hue regular and exact entries of the weight and quantity of all Coal which shall be gotten from the said Well level folliery and be raised or brought to land out of the said Broominghold bit and will from hime to time Kender to the said form" or to the Gaveller or Deputy Gaveller for the time being of the said Firest true and correct copies of suche Accounts and will at all himes when required so to do produce and show such Books of Account to the Deputy Gaveller for the time being or to Her Majesty Receiver for the time being of the said Forest of Dean and permit or suffer humor them weither of them to take any extracts therefrom or copies there of and will whenever required so to do give or render any explanation that may be required in relation thereto, ethat it is hereby expressly declared and agued that the Liceuse or permission hereby granted is granted during the pleasure of the said James Kenneth Howard as such formissioner and Gaveller as a foresaid as herembefore expressed and may be revoked or cancelled by the Gaveller or Deputy Gaveller for the time being of the said Forest at any time upon one mouther notice to that effect from either of them

dand uer coverants denhive Helle Lecutors herliers executors no longas najesty to The le Her of one or the seventy and thall oforty y of one uponthe in every ris heirs legible Me from dout of Kender suchy

the said Javeller or Deputy Jayeller to the said Henry Brown lusteirs effectors admort or assigns MICA the said James Newerld Howard of doth bereby direct that this Deed shall be downed to be fully and preficiently ewrolled by the deposit of a duplicate thereof in the Office of land Revenue Records and Involments and the filing or making an entry of ouch deposit by the Reeper of the said Records and Involments In witness whereof the said parties to these presents have become set their hands and scale the day and year first above written.

Sames h D. Howard Henry H. Brown

Signed stated and delivered by the within named James Howard in the presence of Thomas Fagg

Mitelial Place

Messenger

Signed realed and delivered by the within named Henry Brown in the presence of Marmaduke faver

Mitemed Park

I ferlify that a duplicate of this Oced has been deposited in the Office of Land Revenue Records and Involuents and an entry thereof made or filed by me

26" Ochber 1879 Hewlett
Records

Gated 18th Color Sty Setween The Queen's Most Excellent Majesty of the first part the Honorable James Kenneth Country of Southampton Howard a Commissioner of Her Majesty's Woods Forests and New Firest Land Revenues to whom the management and direction of certain parts of the Land Revenues of the lown (including among other Hee Houl! Ja- park thereof the lands and hereditaments hereinafter mentioned) Attoward, with the duties and powers appertaining thereto have been Comme of Her assigned by Order under the hands of two of the Commissioners majesty How to of Her Majesty's Treasury on behalf of Her majesty of the second part and William Cecil Handish of Gascoignes in the Parish of Lyndhurst in the County of Southampton Esquire = hereinafter called "the said Lessee" of the third part == 11. Cecil Withesseth that in consideration of the rents and covenants Handish Esq hereinafter reserved and contained on the part of the said Sesseeas such Commissioner as aforesaid in exercise of the powers of an That of a Act of Sarliament of the 10th George 14 Chapter 50 and of an act Mansion house of the 14" and 15" years of the reign of the present Majesty Chap: and lands called His and of all other powers and authorities enabling him so to do New Park containing and by and with the consent of the Lords formissioners of the Majesty's 65. 0. 4 and treasury signified by their Warrant dated the 10th day of September Right of Sporting 1877 Both on behalf of the Queen's Majesty demise and lease thereover autover unto the Said Lessee his exort admors and assigns et that 377.3. 18 messuage or mausion house called New Park and all those lands - containing together with the site of the said messuage or mansion house Lighy five acres and four perches or Mereabouts logether with the Vailiff Cottage the Lodge Cottage and other buildings thereon Which Commo 29 Sep: 1877 said premises are more particularly described in the Selvedule hereunder Termofyears 5 written and are delineated and verged green on the plan annexed Equies 29 Sep: 1882 to these presents And also the exclusive right of Stooting and -Sporting over the said lands And also over All those lands Neut £262.10.0 adjoining thereto containing together three hundred and seventy seven per annum acres three roods and eighteen perches or thereabouts which said last mentioned premises are more particularly described in the said Schedule and are delineated and colored pink and blue on the Note. Han Said plan All which said premises are dituate in the Parishes deposited in of Lyndhurst and Brockenhurst in the New Forest in the said Grawing Deport! Country of Southampton And also rights of way with or without horses cattle earls and carriages in common with ther Majesty herof October Majesty uth ' torests and certain roug other entioned) beens sioners ic second in the nice > ---venants Vesseeloward s of an fan ach y Chap: so ho do Majeshis Teptember leases that elands mansion er with n Which le hereunder annexed ando > lands ely seven said the said taristics e said

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heirs and successors and her and their grantees lessees and Senants and her and their Agents servants and workmen through and over the said lands colored junk on the said plan which said rights interest to be hereby granted are delineated and marked ett3. CO. E. Ty. and Eld respectively on the said plan except and reserving to Her Majesty hor heirs and successors and her and their grantees lepees and tenants and her and their Agents servants and workmen a similar right of way Hvrough and over the said lands verged green on the said plan ivhich said last mentioned right of way is delineated and marked A IN. on the said plan and except and reserving unto the Queen's Majesty her heirs and successors all limber and other frees tellars pollars spines and saplings whether on stook or otherwise plantations and allmines and mineral substances whatsoever and all quarries of stone and veins or beds of Clay brick and ble earth gravel sand and other substrata in or upon the said land hereinbefore demised with full liberty for Her Majesty her heirs and succeptors and for the longin; or louin to for the time being of Her Majestis Woods Tousts and fand Nevenues in charge of the said premises bereinafter called the said Commer or Comme or lier his or their Officers grantees agents and servants or any of them with or without horses cattle carts and cavinages from lime to time to cuter upons the said premises hereby demised to view cut down grubup saw work and convert the said frees tellars pollards spires and suplines and plantations to dig search for and get up work drefs and make merchantalle the said mines and mineral publances stone clay brick antile earth gravel pand and other substrata and the said excepted premises orang part there of respectively to carry away and for the several purposes aforesaid to make and erect all requisite warehouses engines machines shed sawpits and other conveniences on the said demised premises reasonable compensation being made to the said Lesseelis exors a mors or assigns for all damage that may be done to the Crops growing on the said land by the exercise of any of the foregoing powers the amount of such comprensation if not agreed upon to be fixed by arbitration in the manner hereinafter provided To have and to hold the said remises hereby domised unto the said Lefsee his exors admon and assigns (who are horimafter unless otherwise mentioned included in the word Lefee from the 29" day of September 18 17 for the term of Five years Saying therefor unto the Quelis majesty her heirs and successors during the said term the clear yearly rent of Two hundred and six hy two pounds stends tenshillings by equal quarterly payment upon the 25th day

of Occuber the 25th day of March the 24th day of June and the 29th day of September in every year during the first four years t Herce quarters of a year of the said term the first of such payments to be made on the 25th day of Recember 1877 and the rent forthe last quarter of a year of the said term to be paid in advance on the Diff day of June next preceding the expiration of the said term of Med also paying unto The Queen's Majesty her heirs and succepors in like manner such further rent aswill be equal to five pounds per Centum per Annum upon all monies charges and expenses that may be at any time or times during the said term laid out and expended or incurred by Her Majesty her heis or succepors at the request of the said Lessee in or inamprise incidental to the erection of any new building or making any improvements in the buildings or otherwise upon the said premises And it is hereby agreed and declared that all such new buildings as may be exceled upon the said premises hereby demised at the expense of Her Majesty shall be creded in accordance with plans designs sections and specifications to be approved of by the said Comm or fourme and it is hereby agreed and declared that as to the amount of the monies 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 Received for the home 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 majestyher heirs and successors the further yearly rent of Jorly 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 there of which at any time shall be ploughed broken up or used otherwise than as meadon or pasture land without the previous liceuse in writing of the said Commer or Comme such additional rent of forty pounds per acre 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 such additional rent shall have been incurred which said rent of Torty pounds per acre is not to be considered as reserved by way of penalty but as liquidated and fixed rent agreed to be paid in the case aforesaid All which Daid several reuk hereinbefore reserved or such of them as may from time to time be payable are to be paid into the hands of their =

e and the years t payments ent for advance lle said herheirs beguat charges said herheirs 20 incidental unds in us buildings at the a plans id Comm that as "incurred aving ug of the hereby of yearly lajestyunds meadow by than Kenup ut the = such rly at Hereof mentve been when l ands vhich ay from Her =

Majeship Received for the time being of the rents and profits of the said premises fice from all present and future lages clearges assessments and other impositions and outgoings whatsoever except Landlord's property tax and the said lessee doth hereby for himself his heirs executors admort and assigns covenant with the Queen's Majesty her heirs and successors in mainer following that is to say,

1. To pay unto the Queen's majesty her heirs and successors the said prearly rent or sum of Two hundred and sixty two pounds ten shillings and (if and when the same shall become payable the said several additional rents hereby reserved upon the respective days and in

manner aforesaid.

drainage or sewer rates and all other tages charges rates assessments and impositions and outgoings releatsoever now or at any time hereafter to be taged charged rated assessed or improved in respect of the said premises under any existing or future Act of Parliament except the landlord's property tay together with a proportionate part thereof up

to the day of theend of this denise.

3. To keep in good and substantial repair during the said term the paid messuage cottages and buildings hereby demised and all others buildings from time to time erected on the said land all which are hereinafter included in the term brildings together with all fiftures and also the walls gates stiles mounds banks and bridges culverts hedges ditches and fences on the said land and to paint or tar in a proper manner such parts of the said buildings and fences as have been usually painted or tarred.

4. In the fourth year of the said term to paint there over with good and proper oil colors in a workmanlike manner and to the satisfaction of the said Comm, or Comm all the outside wood and ironwork of the said buildings and premises where before or usually painted and to paint in like manner and to the like satisfaction all the outside wood and ironwork of any other buildings which may during the first year of this demise be erected on the said premises in the fourth year after the completion thereof the period of such completion to be determined in case of dispute by the said Conin, or Commis. —

Al the ditches watercourses Stuices sewers and drains belonging to the said premises And in case the paid Lessee shall at any time neglect or omit to cleause the paid ditches watercourses stuices sewers and drains as a foresaid the said Commo or formore 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 6. To insure forthwith and at all times Keep insured the 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 exors armors or assigns in some or one of the public Offices of Insurance to be approved of in writing by the said County or Comme in such sum or sums of money as shall be equal to three fourth parts at the least of the actual value Hiereof respectively and to show whenever required so to do to Her Majesty's Said Receiver of the said premises the folicy of Insurance and the receipt or receipts for the premium in respect of such insurance for the eworent 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 berliers or successors or the said form's or forum may insure the said buildings in such name or names as she hear they may think fit in such amount as hereinbefore is mentioned or in any less amount And all monies paid by Her Majesty her heirs or successors or by the said Comm's or Comm for such insurance shall be recoverable as rent hereby reserved and in arrear And in case the said 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 sulus of money as shall be received by virtue of such insurance shall forthwith he paid to the said Commes or Commes to be applied in rebuilding and reinstating the same buildings to the satisfaction of the said Commer or found's or his or their Surveyor andin case the monies to be received by wirtue of such insurance shall not be sufficient for that purpose the said Lefsee will make good the amount of every such deficiency. 7. It manage all the said land hereby denuised in accordance with the best system of husbandry and to keep the said land clean and in good heart and condition. 8. To permit the said former or formers or lies or their Agents at all seasonable times in the day time to enter into and upon the said premises and to examine the state of the repairs cultivation and condition there of and to take any map or plan of the said premises and in case the said buildings or the fences of the said land or

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any part thereof shall upon such examination be found defective or out of repair or we case the said land shall be found not in a good and propor state of cultivation and condition and notice in writing of any such matters shall be given to the said Lossee or left on the said premises the said Lessee will make good in a substantial marmer within the space of three calendar months next after any such notice shall have been so given or left as aforesaid all such defects and wants of repair and amend of the said former, or beautiful and if the said repairs and amendments shall not be well and sufficiently made good within the time expressed in any such notice as aforesaid the said Commer or former? 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 arrears.

It spield up on the expiration or other sooner determination of the said term to the Queen's estajesty lux heirs or successors or to the said somme or somme all the said primises hereby demised together with all new excitions improvements and figheres as to the said buildings walls gates stilles mounds banks bridges culverts hedges ditches and fences in good and substantial repair and properly painted and larved and as to the said land in a good and proper state of cultivation and in good heart

and condition . -

10. To preserve all the trees tellars pollards spires and saplings for the time being standing or growing upon the said land hereby demused from bute of lattle or other injury and not to cut down fell or destroy lop top or prume any of such trees tellars pollards spires or saplings under the penalty of Sen prounds 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 of done as aforesaid.

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

denised in a good and husbandlike manner.

12. To use his best endeavours to prevent any person or persons from inclosing 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 former or formers of any attempt to endose the same within ones

onewick next after such attempt thall have been made .-Not to cut for hay any of the pasture lands hereby demisede 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 hime to line during the said termin a workmanlike manner all the authold on the pasture and meadow land hereby demised, 141 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 there to. 15 Not be erect any additional building upon the land hereby demised other wan such as shall have been previously approved of in writing by the said former or found or lies or their Architect nor cutor injure any of the principal timbers or walls or make any alteration whatsoever in the plan or elevation of the messuage hereby denised or of any other building that may with such consent as aforesaid be erected without first obtaining such approbation as aforesaid, 16 Not to use the messuary and other buildings and land hereby denised otherwise dian as a private residence and fottages buildings and land held therewith. From hime to hime during the said term to hill and destroy and effectually Reep down the hares and rabbits upon the said land colored green and blue so as to prevent the number of them from increasing or impedius the good management of the said lands or inpuring the crops trees should and fences on any part of the paid lands and in case the said Lessee his eyors admors or assigns shall neglect or omit so to do within seven days after being required by notice in writing signed by the said Comme or Comme and delivered or left in manner heunilefore montioned it deall be lawful for the said former or forumes 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 deall think fit for hilling and reducing the said haves and rabbits to such number as shall in the opinion of the said former or formers be consistent with the good management of the Daid lands and prevent injury to the Daid Crops her struls and fences and the costs and charges of the appointment and proceedings of such person or persons as aforesaid logether with the amount of all damage occasioned by such neglect or omission as aforesaid stiall be gaid by the said dessee his exors admirs or aprigns.

18 Not to commit or suffer to be done any damage or injury to the c .hees fences or crops of Her majesty or of the benants or occupiers of the said enrisede cistles and lands colored blue and in case of any such damage or inpury being done to make full compensation and recompense to Her Majesty or to the tenants led from or occupiers as the case may be of the said lands colored blue for all rauner ouch damage or inpury. denused, 19 It leave at the end or other sooner determination of the said term hereby in any granted fair and reasonable stock of Game on the said lands colored blue, second crop 20' Fronted always Auditisherely agreed and declared that n. len 1 thereto. it shall be lawful for the tenants or occupiers of the said lands colored by demised pink to destroy haves and rabbits upon such lands. fin Not to assign or underlet the said premises hereby demised or any part thereof (except as heremafter mentioned) or part with the lect nor Keany possession of this lease without the liceuse and consent in writing of the said Comme or Commes but this covenant shall not prevent the said in hereby eut as Lessee from underletting any Cottages upon the said premises. LL Sto procure every assignment which may with such sicense as aforesaid row as be made of these Present or of the premises hereby demised or any part thereof and all probates of Wills and Letters of Administration affecting hereby buildings this lease or the term hereby granted to be within my calendar months from the date there of respectively swolled in the Office of Land Revenue Regords estroy and Irviolineus and a minute or docket there of entered in the Office Daid of the said fournissioners. 23. Drovided alivays And these presents are upon this Condition 7 them that if the said yearly rent of Iwo hundred and sixty two pounds ben paid earl of Hillings or any part there of or the said additional reals hereby reserved or either of them or any part of the same respectively deall be unpaid rs or er being for the space of forty days next after either of the said days herewhefore or Comm2 appointed for the payment thereof respectively or in case the said Lesseehis exors admors or assigns shall not observe and perform the ociall) chon to several covenants agreements and conditions herein contained and which on his or their part ought to be observed or performed or in case whilest the tous to 2 reducing denused premises or any part thereof are vested in him or them for all or any part of the termbereby granted be or they shall be adjudged opumon Bankrupt or a Trustee shall be appointed under a Liquidation of magement es strubs hus or their affairs by arrangement or if he or they shall either voluntarily andor involuntarily do or suffer to be done any act matter or thing whenly part there of shall without such consent as aforesaid become vested in any person or persons whomsoever except by bequest or by representation as with from as or apigns.

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 former or former on behalf of Her Majesty her heirs and successors to enter into and upon and retain possession of the said licrely demised premises as fully and effectually in all respects as if these presents had not been made and the right of theoting and sporting hereby granted shall thereupon cease And it is hereby covernanted and declared that in case any recentry shall be payable by the said Lesse to ther majesty her heirs and successors in addition to any rent then due in respect of the said premises a proportionate part of the according 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.

24. Founded always anditishereby agreed and declared that the powers in this lease given to the said fourniss or fourniss to dodivers acts and to take divers proceedings in case the said Lepen 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 frown in respect of or consequent upon the breach of any covenant by the said Lessee and all such right may be suforced in due course of law either by proceedings to recover possession of the said denuised premises or to recover damages or by other proceedings, notwithstanding any of the provisions in this lease contained And it's hereby Contracted and agreed between of by the said James Kenneth Howard as such formiss as aforesaid for and on behalf of the Queens Majesty on the one part and the lessee on the other part that the Africultural Holdings (England) Act 1875 shall not apply to this present lease or contract of lenancy nor to any contract of lenancy from year to your which may arise on the expiration or determination of the term hereby granted And the said James Kenneth Howard 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 Nevenue Records and Involuents and the filing or making an entry of such deposit by the Reeper of the said Records and Involuents In witness whereof the said parties to these presents of the second and third parts have hereund set their hands and seals the day and year first above written.

The Schedule above referred to

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er:	Name or Description	Cultivation	Quantity	quanting
	Sart I. Mausion House and lands		ctrp	etrp
	Mausion House and Grounds	Garden and Shrubberies	5.16	
2.1	Bailiffs Cottage Coach house Hables and Tarm buildings	Homestead	. 1 10	
5	Hie Pound Grav Lake	Pashvre Meadon	58 3 9	
7/8	Todge Florubbery and Garden Cottage and garden	Garden	, 210	
		Total	of Part I	65 . 4
	Satt II. Right of Sporting leased The exclusive right of Shooting over the above premises and also over			
20	Now in Hollands Wood Ground	Coppie	2 2 38	
	Row in Great Meadow or_do_do_		1 0 33	
	Round Coppice		17 2 31	
	Water Coppied	"	4309	
ay	Nound Still Coppice		103 0 30	167 3 21
	blue a right of way with or without horses cattle carts and carriages in common with	MERCHA		
	Her Majesty her heirs and succeptors and her and their grantees leftees and tenants			
	and her and their azents Dervants and workmen has been demised to Hromas	Name of Street		
	Gossling his executors administrators and			
	delineated and marked G. I'M - BeV-			
	D. O and et. P. on the plan. The exclusive right of Phothing over the	Catalana Catalana		
	underwentioned Lands let to m Gossling			
2	Barton Yard and Farm buildings	Homestead	1230	
1000	Stack Yard	- 1	. 3 10	
4	fottages and Gardens	Gardens	. 2 34	
	Brick Kilu Field	Arable	24016	167 6
10	Round Hill		21 1 36	

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STRANGE	e yo	Name or Description	Cultivation	Quantity	"Jotal
	11 12 13 14 15 16 17 18 19 21 23	Sityrey Pound and Stray pound Road Oyhouse Ground Diventy acres Glorie Close Home Ground Rams Ground Long Theadorr Lower Hollands Mood Ground Great meador or Hollands Mood Ground Ducen's meadorr Total James K (I) Howard Rouneth Howard in the presence Huon 21 Mikhall Signed sealed and delivered Ceril Handish in the presence LH (is 2 me Ocputy Sun I fertify that a duplicate of the the Office of Jand Revenue Records of thereof made or filed by me.	Meadow- Road Arable -" Cheadow Cheadow The Madow T	don, Mes don, Mes duin name ew Forest been depe	209 3 37 442 3 22 ish d James venger ed William

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