

Dated 10<sup>th</sup> August 1891

*The Gloucester Football & Athletic Ground Coy.  
Limd.*

\_\_\_\_\_ With \_\_\_\_\_

*The Gloucester Football Club*

*Agreement for Tenancy of the Castle  
Grim Estate, Gloucester.*

# *An Agreement*

*Made the tenth day of August  
One thousand eight hundred and ninety one*

*Between Hubert James Boughton and Arthur Williams Deans  
(as representing the Gloucester Football and Athletic Ground  
Company Limited) hereinafter called the Company of the first part  
and Tom Graves Smith and Sidney Stephen Starr (as  
representing the Committee of the Gloucester Football Club)  
hereinafter called the Club of the second part*

*Whereby* the Company agree to let to the Club such portions of  
the Castle Grim Estate suitable for Football as shall from time to  
time be determined upon by the Directors of the said Company and  
the Committee of the said Club upon the following terms and  
conditions, namely -

1. The Tenancy to be a yearly one commencing from the First day of September next and to be subject to determination on either side by six calendar months' notice in writing expiring on the First day of September in any year.

2. The Rent to be paid by the Club to be an annual sum payable on the first day of May in each year equivalent to one third of the gross annual income which shall be received by the Club from all sources during the season immediately prior to the first day of May in every year but such gross amount of Rent not to exceed the sum of Two hundred and seventy five pounds. The first payment to be made to the Company on the first day of May One thousand eight hundred and ninety two. In case the amount paid to the Company in any one year shall be less than Two hundred and seventy five pounds the Club shall not be called upon to make up in any succeeding year the amount in arrear.

3. The Company reserve to themselves the right to sell off any portion of the Estate provided enough land is left for the purposes of the Gloucester Football Club.

4. The Ground to be levelled and turfed where required and adequately fenced so as completely to shut out the public view and

such Grand Stands Pavilions and other Buildings erected as the Company shall deem desirable the cost of the whole of these works and the future maintenance and repairs thereof being borne by the Company.

5. That the Gloucester Football Club shall annually have the power to nominate one of their Committee to be a Director of the Company and such Director shall be considered to represent and particularly to look after the interests of the Club. Such Director must be a Shareholder in the Company but need not have a full Director's qualification as to the number of shares he holds.

6. The Club to have possession of the Ground for the playing of Football from the first Saturday in September to the fourth Saturday in April inclusive except in any years that Easter Monday comes after the fourth Saturday in April when the time shall be extended to the Saturday following such Easter Monday and at no other time of the year shall the Club have any right upon or in connection with the ground and during the remainder of each year the Company shall have its sole use.

7. That the Club shall have no power to assign or sublet the Ground for any purpose whatsoever except for the purpose of

playing International Matches and County Matches or International and County Trial Matches without the sanction of the Directors of the Company.

8. The Club shall pay all and any expenses of the attendance of officials money and checktakers, police etc. in connection with all Football Matches, practices and training for Football purposes, but the Company shall keep the Ground in proper order and condition and shall provide all Machines, Rollers etc. required for such purpose.

9. The Club shall have the right at any time of purchasing the land and the Buildings thereon from the Company at a fair price to be fixed by two professional valuers one to be appointed by the Company and the other by the Club and in case of their disagreeing then by an Umpire to be appointed in the usual manner and in making such valuation due regard shall be taken of the Company's outlay [on buildings] fencing levelling and turfing and generally of all expenses incurred by the Company on their formation and of improving the ground and rendering it suitable and available for Football.

*As Witness*      the hands of the parties

[Signature]      *Hubert J. Boughton*

[Signature]      *A. W. Vears*

[Signature]      *Tom Graves Smith*

[Signature]      *Sidney S. Starr*

Signed by the said Hubert James Boughton Arthur Williams  
Vears and Sidney Stephen Starr in the presence of

*Thos. Bennett*

Clerk to Bretherton Son & Boughton  
Solicitors. Gloucester.

Signed by the said Tom Graves Smith in the presence of

*H. W. Bennett*

70 London Road  
Gloucester.