

J. G. WILSON, ORNSBY & CALLE



An Agreement

made the

day of June one thousand eight hundred and ninety-four BETWEEN ISABELLA ROBINSON of Kirkby Mallory Hall in the County of Leicester Widow (hereinafter called "the Vendor") of the one part and ROBINSON BROTHERS LIMITED (hereinafter called "the Company") of the other part WHEREAS the Vendor has for some time past carried on the business of a Brewer and other ancillary businesses at Houghton-le-Spring in the County of Durham and elsewhere under the style of "Robinson Brothers" and is in connection therewith and otherwise possessed of divers freehold copyhold and leasehold property and other assets hereinafter mentioned AND WHEREAS the Vendor is or claims to be also possessed of or beneficially entitled to divers shares of Ten Pounds each (upon which the sum of Six Pounds per share has been paid up) in the Houghton-le-Spring District Gas Company hereinafter referred to as "the said Gas Shares" and she is or may be entitled as a creditor of the same Company and is under liabilities in connection with matters relating to the affairs thereof AND WHEREAS the Company has been formed for the object (among other objects) of acquiring and carrying on the said business and undertaking and purchasing and developing the said property and purchasing the said Gas Shares and other interest (if any) of the Vendor in the said Gas Company AND WHEREAS the capital of the Company is Eighty Thousand Pounds divided into four thousand Eight per centum cumulative preference shares of Ten Pounds each and four thousand ordinary shares of Ten Pounds each NOW THESE PRESENTS WITNESS and declare as follows:—

1. THE Vendor shall sell and the Company shall purchase the following property:—

FIRST.—The goodwill of the aforesaid business with the trade marks used therein and the exclusive right to use the name of Robinson Brothers as part of the name of the Company and to represent the Company as carrying on the said business in succession to the Vendor

SECONDLY.—All that brewery malting and premises known as the Houghton Brewery with the messuage attached thereto known as Hatfield House and the closes or parcels of land near or adjoining thereto all situate at Houghton-le-Spring aforesaid as now held by the Vendor under an Indenture of Lease dated the Twenty-Sixth day of February one thousand eight hundred



and ninety-one and made between George Howe and Francis Widowfield of the one part and Isabella Robinson of the other part for the term of twenty-one years from the Thirty-First day of March one thousand eight hundred and ninety at the annual rent of Four Hundred and Twenty-Five Pounds with the fixed plant and machinery on the said premises And also all the freehold copyhold and leasehold properties respectively specified in the First Schedule hereto. And all other (if any) the freehold copyhold and leasehold properties of the Vendor in the County of Durham subject to the several mortgage debts now affecting the same as specified in the Third Schedule hereto and the interest thereof and subject as to such of the said hereditaments as are of leasehold or yearly tenure to the rents payable in respect thereof and the Lessee's or tenant's covenants affecting the same



THIRDLY.—All debts owing to the Vendor in connection with the said business as on and since the First day of January one thousand eight hundred and ninety-four and still remaining unpaid and the full benefit of all securities for the same

FOURTHLY.—All the mortgage debts specified in the Second Schedule hereto and all securities for the same

FIFTHLY.—The full benefit of all existing or pending licenses contracts and engagements and orders in connection with the said business

SIXTHLY.—All the loose plant and machinery office furniture horses waggons drays carts stock-in-trade implements and utensils and cash belonging to the Vendor and used for the purposes of or in connection with the said business

SEVENTHLY.—All those the shares of Ten Pounds each (Six Pounds paid) of and in the Houghton-le-Spring District Gas Company to which the Vendor is entitled at law or in equity and the beneficial interest of the Vendor therein and all other the interest of the Vendor in the said Gas Company and in the assets thereof and all claims of the Vendor against the said Company or the assets thereof subject nevertheless to all the Vendor's liability in the premises including a sum of One Thousand and Fifty Pounds which she has recently agreed to pay for the purchase of certain shares in the said Gas Company

2. THE consideration for the said sale shall be the sum of Eighty-Eight Thousand Five Hundred and Twenty-Three Pounds Eighteen Shillings which

shall be apportioned as follows:—For the premises first thirdly and fifthly hereinbefore mentioned the sum of Forty-Two Thousand Eight Hundred and Eighty Pounds Eleven Shillings and Nine Pence for the premises secondly hereinbefore mentioned the sum of Twenty-Seven Thousand Eight Hundred and Forty-Nine Pounds Ten Shillings and Ten Pence for the premises fourthly hereinbefore mentioned the sum of One Thousand Seven Hundred and Seventy-Three Pounds Seven Shillings and Six Pence for the premises sixthly hereinbefore mentioned the sum of Thirteen Thousand and Seventy Pounds Seven Shillings and Eleven Pence and for the premises seventhly hereinbefore mentioned the sum of Two Thousand Nine Hundred and Fifty Pounds The sum of Sixty-Three Thousand Pounds part of the said consideration money of Eighty-Eight Thousand Five Hundred and Twenty-Three Pounds Eighteen Shillings shall be satisfied by the allotment and issue to the Vendor or her nominees to be named by her in writing of four thousand Eight per centum Cumulative Preference Shares and two thousand three hundred Ordinary Shares in the capital of the Company which Shares both Preference and Ordinary shall be deemed for all purposes to be fully paid up As further part of the said consideration the sum of One Thousand Pounds shall be paid by the Company to the Vendor in cash upon the signing hereof and the Company shall pay satisfy and discharge the several mortgage debts specified in the Third Schedule hereto amounting to Seventeen Thousand Five Hundred Pounds and the interest thereof respectively and also the debts and liabilities of the Vendor in relation to the said business amounting to Seven Thousand and Twenty-Three Pounds Eighteen Shillings and shall indemnify her against all liabilities whatever on her own behalf or on behalf of any other person whatsoever under a mortgage for Five Thousand Pounds to Joseph Crosland created by the said Gas Company upon security of their Gas Works or in respect of calls in arrear or hereafter to be made on the said Gas Shares or in respect of any matter connected with or arising out of the affairs of the said Gas Company or the management thereof and against all proceedings claims and demands in respect of the said mortgages debts and liabilities respectively

3. THE said premises are sold free from all incumbrances except as hereinbefore expressed in respect of the said shares and the interest of the Vendor in the said Gas Company so far as the respective premises are affected thereby) and the said several mortgage debts specified in the said Third Schedule hereto and the interest accrued and to accrue thereon and also except any restrictive and other covenants or any easements or other similar rights and the several tenancies affecting the same and (as regards the leaseholds) the rents and covenants reserved by and contained in the leases

or agreements under which the same are held and (as regards the copyholds) subject to the custom of the several manors under which they are respectively held

4. THE title of the Vendor to the said freehold copyhold and leasehold hereditaments shall commence with the Will of Thomas William Usherwood Robinson the husband of the Vendor who died on the Twenty-Fifth day of August one thousand eight hundred and eighty-eight or in the case of such of the said hereditaments and premises as were acquired by the Vendor since the death of her said husband with the assurance or lease thereof to the Vendor

5. THE Company shall assume without further enquiry or evidence that the said Thomas William Usherwood Robinson died absolutely seized of or entitled to the whole of the said hereditaments (except such as have been acquired by the Vendor since his death as aforesaid) and that he had full power to dispose thereof by his Will and that any mortgages or other incumbrances which affected the same at his death (other than and except those mentioned in the said Third Schedule) have since been fully discharged or satisfied by the Vendor

6. POSSESSION of the purchased premises shall be given to the Company as soon as the said shares shall have been allotted to the Vendor or her nominees as aforesaid and the Vendor shall be deemed to have been carrying on the said business for the benefit of the Company as from the First day of January one thousand eight hundred and ninety-four and she shall account to the Company for all moneys and other benefits and shall be indemnified by the Company against all outgoings and expenses accordingly and the Company shall pay to the Vendor upon her request and by such payments as she shall from time to time require such a proportion of the profits of the said business for the year ending the Thirty-First day of December one thousand eight hundred and ninety-four (less such part as she has already received) as the period from the First day of January one thousand eight hundred and ninety-four to the date of giving possession under this Agreement shall bear to the whole of such year PROVIDED NEVERTHELESS that the Vendor shall be entitled to require the payment by the Company of the sum of Four Hundred and Thirty-Three Pounds Six Shillings and Eight Pence on the first day of each month in anticipation of the said proportion of profits for such period as aforesaid and in the event of the total amount so received being found at the end of the year to be in excess of such proportion then the excess shall be forthwith refunded by the Vendor to the Company

The Vendor upon allotment of the said shares shall at the option of the Company either continue to hold and be interested in the said Gas Shares and other her interest in the said Gas Company upon trust for the Company or shall transfer the same or procure the transfer thereof to the Company or as they shall direct

7. THE Company shall forthwith issue and allot to the Vendor or her nominees as fully paid the said four thousand Eight per centum Cumulative Preference Shares to be numbered 1 to 4000 inclusive and two thousand three hundred ordinary shares to be numbered 4008 to 6307 inclusive as hereinbefore provided and upon such allotment being made the Vendor and all other necessary parties if any shall at the entire expense of the Company (but subject as to the said Gas Shares to such direction of the Company under their option as aforesaid) execute and do all such assurances and things as may be reasonably required for vesting in the Company the purchased premises and giving to the Company the full benefit of this Agreement

8. UNTIL completion of the purchase the said business shall be carried on by the Vendor in the same manner as heretofore

9. THE Company shall undertake and perform the several contracts and engagements the benefit whereof is hereby agreed to be sold and shall indemnify the Vendor against all proceedings claims and demands in respect or on account thereof

10. THE Company shall cause this Agreement or some other sufficient contract to be filed with the Registrar of Joint Stock Companies before any of the said shares are issued and allotted to the Vendor or her nominees

11. ALL expenses (whether incurred by the Vendor or the Company) of or in connection with the negotiations for the sale and purchase hereby made and of or attending this Agreement or anything to be done in pursuance thereof or any assurance or transfer to be made thereunder or the abstracting or evidencing or perfecting of the title of the Vendor to the purchased premises or any part thereof or the formation or registration of the Company shall be borne and paid solely and exclusively by the Company

IN WITNESS whereof the said Isabella Robinson has hereunto set her hand and seal and the said Robinson Brothers Limited have hereunto affixed their Common Seal the day and year first before written

THE FIRST SCHEDULE continued.

Name of Public House or description of Property.	Where, situate.	Name of Tenant.	Annual rent payable to Lessors.
			£ s. d.
<u>SHORT LEASES OR ANNUAL TENANCIES.</u>			
Havelock House	Biddick	J. Nicholson	52 0 0
Nag's Head	Rainton Gate	E. King	50 0 0
Victoria Inn shop and two cottages ..	Spennymoor	M. Batey	50 0 0
Mountain Daisy	Gilesgate Moor	J. McKeon	20 0 0
Lamb Inn	Moorsley	Thomas Hall	23 10 0
<u>Annual Rents payable to the Vendor in respect of the following Properties.</u>			
Divers Cottages	Colliery Row	Colliery Row Water Committee	49 5 0
Ewe Hill Farm	Ewe Hill	J. Tate Jnr.	2 0 0
Cottages	Fence Houses	North-Eastern Railway Company	4 7 0
Cottage	Moor Farm ditto	Thomas Winter	0 1 0
Ditto	Ditto	Dixon	0 1 0
Gas Works	Houghton-le-Spring	Houghton Gas Company	2 0 0
House and Shop	Colliery Row	G. Graham	0 6 0
Cottage	Ditto	Jos. Thwaites	0 6 0
Meter Sites	Houghton	Houghton Local Board	1 0 0
Ventilating Pipe	Ditto	Ditto	0 1 0
One telephone pole in field occupied by Southeran	Newbottle Street ditto	National Telephone Company	0 1 0