

Terms of Sett^t

Deeds

Hinds v Froloffe

Terms of Sett^t of action.

Referring to your letter of the 10th
inst herein to your subsequent
conversation with our Mr Harrison
we have now had an opportunity of
fully discussing the matter with our
client & he is prepared to stay
proceedings herein on the following
terms

Stet. To require (1) ~~Judgment to be signed against Deft~~
~~Agents of Deft put~~ ~~under public~~ -
The P^{ty} to take no fur^r steps in the action
now pending provided the following terms are
for the amount endorsed on the writ
strictly carried out
with interest to date + costs.

(2) £100 to be paid ^{down} on account of

Such payment to be made
in arrears of interest - either in cash or
be credited.

by receipted Bills for work done by
Deft for the Plaintiff or to his order

Provisions.

Notice to Tenants

4 Houses in Grove
have not yet called
by us notice to
Tenants -

3. Plaintiff (by his agents) ^{collect &} to receive
the rents of all the Property comprised
in his securities (except the Buckfield
Grove House & workshops in Grove Lane
which are afterwards dealt with.) &
out of such rents to pay Receiver's
Commission & all rates taxes insurance
~~ground rent~~
& other usual & proper outgoings & at
the end of the year to carry the
balance to a general account to be

dealt with as hereinafter mentioned -
Deft. to pay ^{or allow to Plaintiff} for work done by Deft. for Plaintiff or to his order
in cash or by receipted bills, a net
annual rent of £100 a year, by yearly instalments
(4) for the Buckfield Grove House & the

workshops in Grove Lane to be let by
~~Plaintiff to Deft at a net occupation~~
~~rent of £100 a year payable quarterly~~
~~such rent to be credited in the before ment^d~~
~~such rent when received to be~~
~~credited in the before mentioned~~
general annual account.

(5) Deft to pay Plaintiff a royalty
of 4^s per ^{mill} ~~on every~~ 1000 Bricks turned out ~~the~~
of the Brickfield & rendered to Plt^f at the end
~~amount to be hereafter agreed on~~
of each year a just & true asc of such
turn out ~~of the~~ ^{am^t} of ~~the~~ Royalty
to be credited when received in the
before mentioned general annual
asc.

~~off~~ (6) Deft to render asc quarterly of all
work done by him for the Plaintiff

or to his order ~~such a/c~~ to be accepted
by the Debt & the amount thereof
credited in the before mentioned
general annual a/c;

(7) The amount standing to the Defts
credit at the end of ^{each} the year upon
the before mentd general annual a/c
to be applied

stat In payment ~~so far as may be~~ of all interest then
due and the balance, if any, ^{to}

towards reduction of principal
If ^{at the end of} in any one year the amt stand^g to Defts credit
is not sufft to pay all intⁿ then due Deft^s p^rthwith to pay
or allow the deficiency ⁱⁿ in cash, or by accepted a/c
8. Deft at his own expense to keep the

whole of the properties in thorough
repair & to pay or allow in a/c the
Plaintiffs Costs both of the action

arranging
+ of carrying out + giving effect to
these proposals.

This letter is of course entirely
without prejudice + the terms offered
are conditional upon the Dept
making a satisfactory arrangement
with the Bank. We shall be glad
to hear from you in the course of
the week.

Yours truly

Nothing to be paid to T. M. Hope for work
done until ^{balance of} appears of int. wiped off.

Arms of Pollock

St. James of Pollock

of action.

