

Hinds v Trollope.

Terms of settlement of action.

~~Supra~~ ~~Hinds~~

4184 $\frac{1}{2}$

1. The Plaintiff to take no further steps in the matter action now pending provided the following terms are strictly carried out -

2. \$100 to be paid down on account of arrears of interest. Such payment to be made either in cash or by receipted Bills for work done by Defendant ^{Trollope} for the Plaintiff ^{Hinds} or to his order.

244

3. Plaintiff (by his Agents) to collect & receive the rents of all the property comprised in his securities (except the Brickfield Grove House & Workshops in ~~Liverpool Road~~ ^{Liverpool Road} ~~Liverpool Road~~ which are afterwards dealt with) and out of such rents to pay Receivers Commission and all rates taxes insurance and other usual and proper outgoings and at the end of the year to carry the balance to a general account to be dealt with as hereinafter mentioned.

244

4. Defendant to pay or allow to Plaintiff either in cash or by receipted Bills for work done by Defendant for Plaintiff or to his order a net occupation rent of \$100 a year by quarterly instalments for the Brickfield Grove House and the Workshops in ~~Liverpool Road~~ ^{Liverpool Road} ~~Liverpool Road~~ such rent to be credited in the before mentioned general annual account.

5. Defendant to pay Plaintiff a royalty of 1% per 1000 on all bricks turned out of the Brickfield & to render to Plaintiff at the end of each year a just and true account

of such turn out and the amount of the Royalty to be credited in the before mentioned general annual account -

6. Defendant to render accounts quarterly of all work done by him for the Plaintiff.
7. The amount standing to the Defendant's credit at the end of each year upon the before mentioned general annual account to be applied. In payment, as far as may be, of all interest then due & the balance if any to go towards reduction of principal. If at the end of any one year the amount standing to Defendant's credit is not sufficient to pay all interest then due Defendant forthwith to pay or allow the deficiency either in cash or by receipted accounts for work done for the Plaintiff or to his order.
8. Defendant at his own expence to keep the whole of the properties in thorough repair and to pay or allow in and for the Plaintiff's costs both of the action and of arranging carrying out & giving effect to these proposals -



25th November 1890

6d

I the undersigned do hereby assent to the above terms & undertake & agree to execute such proper legal documents as may be necessary for giving effect thereto

James Doolope
by Taylor & Hardman
his solicitors

25th November 1890

Hinds v Wloppe

Terms of Settlement
of action

Sumner Esq
Sunderland

RII 38

R. Wood
Chartered Accountant
Plymouth Street
Hart Buildings

