

LEGAL RECORDS OF COMPANIES AND BUSINESSES **TR FOW/CO** [n.d.]

Arrangement: TR FOW/CO1 Partnership Records
TR FOW/CO2 Limited Company Records, including Capital
TR FOW/CO3 External Agreements
TR FOW/CO4 Real Estate Records
TR FOW/CO5 Patenting Records

PARTNERSHIP RECORDS **TR FOW/CO1** [n.d.]

Arrangement: TR FOW/CO1/1-8 John Fowler & Co., Leeds and London
TR FOW/CO1/9-16 John Fowler & Co., Magdeburg
TR FOW/CO1/17-30 John Fowler & Co., Magdeburg, including Prague and Budapest
TR FOW/CO1/31-50 John Fowler & Co., Prague
TR FOW/CO1/49-50 Bratislava Office
TR FOW/CO1/51-62 John Fowler & Co., Budapest

PARTNERSHIP BOOK J. Fowler & Co. **TR FOW/CO1/1** 1863(16 Dec) - 1883(8 Feb)

Bound volume 2 copies

Contents:

Containing transcripts of documents relating to the firm's partnerships from 1863 until the formation of a limited liability company in 1886. Includes:

- i. 1863(16 Dec). Letter to Robert William Eddison from John Fowler. As TR FOW/CO1/2
- ii. 1864(1 Aug). Letter to David Greig from John Fowler. As TR FOW/CO1/3
- iii. 1864 (). Proposed Articles of Partnership. As TR FOW/CO1/4
- iv. 1864(2 Aug). Articles of Agreement. As TR FOW/CO1/5
- v. 1864(9 Aug). Will of John Fowler of the Steam Plough Works, Leeds, Yorkshire - Engineer.

Provisions include:

- a. Executors to be Robert Fowler, brother and co-partner in the firm of John Fowler & Co. Steam Plough Works, Leeds, engineer and Robert William Eddison, of the same, engineer.
- b. All household goods and effects to go to his wife, with a legacy of £500 and an annuity of £1,400 as from the day of his death and payable quarterly. To be reduced by £700 should she remarry or die.
- c. All real and personal property bequeathed to the two executors, including the Steam Plough Works (for occupation only by J. Fowler & Co.), all stock and capital in J. Fowler & Co. and all letters patent. The executors are appointed as trade trustees for such property and are to carry on the company business together with any person he may have agreed to admit to the partnership and effect the promises in the above two letters to Greig and Eddison.
- d. Trade trustees also to be trustees of his share and interest in the company as in above articles of agreement and may increase company capital by bringing in assurances of which Fowler was in possession of whilst alive.
- e. Trade trustees not to carry on business longer than necessary for the fulfilment of any of Fowler's engagements with co-partners or in this will. Continuance in business not prohibited in case of trade trustees and investment trustees considering it beneficial, but trade trustees still limited to seven years in the business.
- f. If any further share should accrue to the trustees, owing to the death of Robert Fowler or any other partner, trustees may appropriate such share to other surviving partners or to any new

partner, such appropriation being made with consent of the other partners.

g. Trade trustees may concur with other partners to admit fresh partners and for that purpose modify partnership agreements if necessary, but the investment trustees may also be parties to any such admission or modification.

h. Patent rights to be retained "in specie" and not sold, unless both trade and investment trustees think a sale to be more advantageous. Trade trustees to protect patents and retain sufficient funds for this purpose, which if not immediately required to be invested

i. Fullest general powers conveyed on trade trustees, including those of executors.

j. Any of Fowler's money withdrawn from the business or not required for other purposes to be paid over to investment trustees, who are to give a receipt exonerating trade trustees. Trade trustees not to permit more than a due proportion of capital to remain in the business and investment trustees may call for an account for this purpose, so that Fowler's estate may only contribute capital in proportion with other partners.

k. Investment trustees to pay legacy and debts, if not already paid, and maintain the annuity. Monies and investments in hands of investment trustees primarily to pay annuity and thereafter each son at 25 to take £5,000 and each daughter at 21 or marriage to take £5,000. Money remaining then to be divided double for sons to daughters up to £10,000 per son, and then treble for sons up to £17,500 per son. After that to be divided equally between sons and daughters until £22,500 per son and £15,000 per daughter achieved. When an only child has received £25,000, or each son £22,500, then the widow to have one third of the residue and the remaining two thirds to be shared jointly amongst the children. Daughter's money to be paid to her for life and then to her husband if any and so directed by her will, and then to her children (sons at 21, daughters at 21 or marriage). If children fail, to be paid as under daughter's will or if not, to next of kin.

l. Mrs. Fowler to educate and maintain children out of the annuity and investment trustees may enjoin such, withholding and applying annuity themselves if necessary. Investment trustees may also set apart a fund to meet the annuity. They may also advance one half of each son's share, if between 21 and 25, to establish him in business and have power to settle a daughter's share if marrying under 21, in both cases appropriating property should they think fit and such appropriation not to be disturbed thereafter.

m. Investment trustees also to have power to make any general arrangements to admit any son, over 21, to a share in the business and to appropriate any part of the capital for his share or part of his share in residuary estate.

n. Trade and investment trustees may invest monies of Fowler's estate in parliamentary securities (including mortgages of freeholds), in railway debentures, loans for public purposes authorised in the colonies, loans on security of tolls, rates or duties, or use it to purchase real estate.

o. Investment trustees may also apply whole or any part of income of presumptive share of any child or grandchild for maintenance or education.

p. Both sets of trustees to exercise any powers conferred by the Act of 24 Vict., concerning powers of trustees and mortgagees in settlements, mortgages and wills.

q. Vacancies in respective trusteeships to be supplied by Mrs. Fowler and investment trustees.

r. Both sets of trustees to be different persons if possible, or at least one investment trustee be different from the trade trustees. Investment trustees may exercise powers of trade trustees if non-continuing or surviving. If no trustees at all left, their powers go to the executors.

s. All estates vested in Fowler by trust or mortgage bequeathed to Robert Fowler and R. W. Eddison.

t. Guardians of children whilst under 21 to be Robert Fowler, R. W. Eddison and also his wife, whilst widowed.

vi. 1865(20 Jan). Probate of the will of John Fowler, late of the Steam Plough Works, Leeds, Yorkshire and of Prospect House, Ackworth, Yorkshire - engineer, died 1864(4 Dec) at Prospect House. Administration granted to Robert Fowler and Robert William Eddison, executors under the will. The District Registry of the Court of Probate, Wakefield, Yorkshire.

- vii. 1867(6 Mar). Articles of Agreement. As TR FOW/CO1/6.
- viii. 1873(13 Nov). Memorandum of Agreement. As TR FOW/CO1/8
- ix. 1883(8 Feb). Memorandum of Agreement extending the partnership of John Fowler & Co. for a further four years beyond the termination of the partnership term at 1883(30 Jun).

LETTER [Draft] to Robert W. Eddison from John Fowler, Steam Plough Works, Leeds. **TR FOW/CO1/2** 1863(16 Dec)

Contents:

Asks Eddison to become an executor and trustee of his will and proposes to increase his salary from £300 per year to £500 per year for the period 1863(30 Jun) - 1865(30 Jun) and thereafter for a further three years one eighth of the profits of the business on top of £500 per year. After 1868(30 Jun) Eddison will then have the option to join the partnership of John Fowler & Co. for fifteen years, taking one eighth of the profits and contributing one eighth of the capital. If Fowler dies after Eddison becomes a partner, Eddison to take one sixth of the profits and provide one sixth of the capital, provided he acts as Fowler's trustee and executor. If Fowler dies before Eddison admitted to partnership, Eddison has immediate option to join partnership on Fowler's death or from 30 Jun next ensuing, taking one sixth of the profits and providing one sixth of the capital. Salary of £500 per year to be continued to be paid while a partner as an outgoing from the partnership. Any entitlement to profits by Eddison prior to 1868(30 Jun) may in part or all be retained by the company to be applied towards his contribution towards capital when a partner or repaid if partnership option declined with five per cent interest.

When a partner, partnership to have benefit of all Eddison's inventions applicable to the company's business. Provisions made for nature of partnership deed. No fresh partners to be introduced beyond Robert Fowler and David Greig, without consent of majority of partners. Also clauses concerning retirement from partnership and repayments to Eddison if partnership dissolved, payable over period of two years.

If Eddison's option of admission to partnership on 1863(30 Jun) is on terms other than above he is entitled to £10,000 compensation, payable over a period of two years. Same to apply if he is not allowed to continue as a partner within fifteen years of his admission. If he dies within said fifteen years his estate will receive his share of the partnership profits and capital up to his death. Must enter partnership as 'a going concern'. This letter to be binding on Fowler's representatives and partners. Reference is also made to fifteen clauses below constituting proposed partnership articles.

Eddison's acceptance is signed at the foot of the letter but Fowler did not sign.

LETTER to David Greig from John Fowler, Steam Plough Works, Leeds. **TR FOW/CO1/3** 1864(1 Aug)

Contents:

Proposes to increase Greig's salary and make arrangements for his admission to partnership of John Fowler & Co. If £70,000 expenses incurred in advancing steam cultivation not be cleared off in two years following 1863(30 Jun) then they will not be treated as a charge on the business in respect of Greig. Fowler and Greig's deed of arrangement 1860(22 Dec) to remain unaffected. Greig's salary to be increased by £200 per year to £500 per year up to 1865(30 Jun) of which Greig is already in receipt. For three years thereafter to 1868(30 Jun) he is to receive as well one eighth of the profits of the business. Greig thereafter will have option to join partnership for fifteen years, taking one eighth of the profits and providing one eighth of the capital and retaining his yearly salary of £500 as an outgoing on the partnership. If Fowler dies after Greig becomes a partner Greig to take one sixth of profits and provide one sixth of capital. Any entitlement to profits by Greig prior to 1868(30 Jun) may in part or all be retained by the Company to be applied

towards his contribution towards capital when a partner, or repaid if partnership option declined with five per cent interest.

When a partner, partnership to have benefit of all Greig's inventions applicable to Company's business. Provisions made for nature of partnership deed. No fresh partners to be introduced beyond Robert Fowler and Robert William Eddison without consent of majority of partners. Also clauses concerning retirement from partnership and repayments to Greig if partnership dissolved, payable over a period of two years.

If Greig's option of admission to partnership on 1868(30 Jun) is on terms other than above, he is entitled to £10,000 compensation, payable over a period of two years. Same to apply if he is not allowed to continue as a partner within fifteen years of his admission. If he dies within said fifteen years, his estate will receive his share of the partnership profits and capital up to his death. Must enter partnership as 'a going concern'. The letter to be binding on Fowler's representatives and partners. Reference is also made to fifteen clauses below constituting proposed partnership articles.

Greig's acceptance is signed at the foot of the letter, 1864(19 Aug)

**PROPOSED ARTICLES OF PARTNERSHIP as referred to in above two letters TR
FOW/CO1/4 1864**

Contents:

Concerning the subsequent admission of Robert William Eddison and David Greig to the partnership of John Fowler & Co. Clauses include:

- i. Proper books of account be kept and these with all securities and relevant correspondence to be stored in counting house of company. All partners to have access thereto.
- ii. Partners to be just and faithful to each other in business transactions. No partner, without written consent of the others, to use the company money, goods or effects for other than company business or engage in another trade or business.
- iii. Bonds for payment of money on account of partnership must be signed or authorised by all partners, otherwise they will be regarded on account of signees only.
- iv. No partner to take on an apprentice without consent of others, or to continue to employ a clerk, journeyman or servant to whom others object.
- v. Any money or goods upon credit of the partnership lent by one partner to persons forbidden by other partners will be paid by that partner to the partnership.
- vi. If any partner buys or contracts for goods in excess of £1,000 on partnership account without others consent, they may either opt to have the goods on the partnership account or the partner's account.
- vii. No partner to release or compound for any partnership debt above £100 without others consent. If he does so he is to pay the amount concerned to the partnership.
- viii. No partner to cause seizure of company stock and effects.
- ix. Each partner to duly pay his private and separate debts and indemnify the partnership against such.
- x. Partner may be expelled for bankruptcy, insolvency and embezzlement of company stock, money, credit or property or seizure of such company effects to offset his debts.
- xi. Purchases of freehold real estate out of company money by one partner to be taken as part of capital of partnership and as personal estate, not real estate.
- xii. Arbitration clause

ARTICLES OF AGREEMENT TR FOW/CO1/5 1864(2 Aug)

Four and a half membranes, bifoliate.

Contents:

Party 1: John Fowler

Party 2: Robert Fowler

For the continuation and regulation of the partnership subsisting between the two parties in the business of agricultural engineers, and now carried on by them as partners at will at the Steam Plough Works, Leeds and 28 Cornhill, London. Terms include:

- i. The articles to refer to this partnership and its successors prior to 1883(30 Jun)
- ii. David Greig and Robert William Eddison entitled to be introduced into partnership by Party 1 in accord with preceding two letters. [TR FOW/CO1/2 and TR FOW/CO1/3]
- iii. If Party 1 to die during term of partnership his share to be inherited by trustees appointed under his will, who will become partners, including power of introduction as in ii.
- iv. Eddison's and Greig's share of the partnership on their introduction to come out of Party 1's.
- v. Trustees under the will of Party 1 to retire after seven years from the partnership if he, Party 1, should die before 1873(30 Jun)
- vi. If partners, other than Party 1, die their share to go to Party 1.
- vii. Unless partners agree otherwise, the business to continue as John Fowler & Co. at the Steam Plough Works, Leeds.
- viii. Whilst Parties 1 and 2 are the only partners, share of profits to be eleven-sixteenths to Party 1 and five-sixteenths to Party 2.
- ix. Partners to provide capital in proportion to their shares and bear losses in similar proportions, save through the fraud or neglect of either of them, in which case all the loss to be borne by the Party concerned.
- x. Partners capital subject to yearly interest of five per cent, payable half-yearly as partnership outgoing on 30 Jun and 31 Dec.
- xi. Capital may be introduced by a partner at any time provided his co-partners have the option to introduce capital at the same time, in proportion to their share in the business. A partner contributing any excess of capital in relation to his co-partners shares may be requested to withdraw the excess.
- xii. No partnership property or funds to be appropriated for individual partners uses, save as equivalent to his share of the profits.
- xiii. Partners only to draw on capital for subsistence and profits to be capitalised until there is £100,000 capital in the business.
- xiv. Partnership entitled to occupation of Steam Plough Works, Leeds, the property of Parties 1 and 2, at a rent of five per cent on the cost of the land and ten per cent on the cost of the buildings, payable as an outgoing on the partnership each half year on 30 Jun and 31 Dec.
- xv. The partnership to be licencees of Party 1's patents on equal terms with Party 1 as the firms of Ransomes & Sims; Clayton, Shuttleworth & Co., and Charles Burrell, in accord with an agreement of 1861(16 Dec). [TR FOW/CO5/]
- xvi. The partnership bankers to be Williams Brown & Co. Leeds.
- xvii. Party 1 or his trustees not bound to give their personal attention to the management of the business.
- xviii. Partnership accounts to be maintained, including clear statements of the introduction of capital. To be settled yearly as at 30 Jun, including details of profit and loss ascertained by a capital account taken on all partnership property and assets. Any differences here to be determined by arbitration.
- xix. If Party 1 dies before 1873(30 Jun) and his trustees thereafter retire from the partnership before its expiration, i.e. 1883(30 Jun) and/or any of the other partners die before the expiration, partnership may then continue if more than one partner remaining. The retiring partner, or his executors if deceased, are then entitled within three months of the event to receive interest on the partner's capital up to the time of the event, and receive the partner's actual capital in three equal

yearly instalments, though these may be accelerated. Bonds to the value of twice the partner's capital may be entered into to guarantee repayment or alternatively a passive lien upon the partnership until repayment made.

xx. If death or retirement occurs as in xix. a profit and loss account of the business to be made up to 30 Jun immediately proceeding, in agreement with retiring partner or his executors, and a sum in lieu of profits for the period between 30 Jun and the retirement/death to be paid within three months of such an event at the rate of the year's profits preceding 30 Jun.

xxi. If death or retirement occurs as in xix. remaining partners to share profits thus:

a. Robert Fowler and both David Greig and Robert William Eddison survive - Robert Fowler two-thirds; David Greig one-sixth; Robert William Eddison one sixth.

b. Robert Fowler and either David Greig or Robert William Eddison survive - Robert Fowler five-sixths; David Greig or Robert William Eddison one-sixth.

xxii. Dissolution clause, including justifiable causes.

Both copies of the articles are extant, one for each party.

ARTICLES OF AGREEMENT **TR FOW/CO1/6** 1867(6 Mar)

Contents:

Party 1: Robert Fowler and Robert William Eddison of the Steam Plough Works, Leeds

Party 2: Joseph Whitwell Pease of Darlington, Co. Durham

Party 3: David Greig of the Steam Plough Works, Leeds

Party 4: Money Wigram of Moor Place, Much Hatcham - Esquire

Party 5: Reginald Wigram of Coburg St. Leeds - son of Money Wigram

Concerning the probable admission of Party 5 into the partnership of John Fowler & Co. of the Steam Plough Works, Leeds - agricultural, locomotive and general manufacturing engineers and machinists, with provisions meantime regarding the position of Party 5. Terms include:

i. Party 5 to be employed by J. Fowler & Co. as foreman until 1869(1 Jul) with powers of discharge.

ii. Party 4 to pay the company £20,000 ultimately intended to be Party 5's partnership capital but until that time it will be a loan to the company with yearly interest at five per cent, payable half yearly.

iii. Party 5's salary to be £10 per year with five-thirty-secondths of company profits. The latter sum may be paid out or retained with five per cent yearly interest by the company as part of Party 5's contribution to the company capital.

iv. If Party 5 joins partnership he will have five-thirty-secondths of profits and contribute five-thirty-secondths of the capital and be an active working partner.

v. If Party 5 does not join the partnership then £20,000 is repayable to Party 4, twelve months after such an event, and with interest, but three months after if Party 5 is discharged by the company.

vi. Security of repayment to Party 4 to be a mortgage on all the land and buildings of the Steam Plough Works, Leeds, excluding fixtures, machinery and plant.

vii. If Party 5's contribution to the partnership capital amounts to more than five-thirty-secondths on his admission, the excess may either be repayed to Party 4 within twelve months or left in the business.

viii. Party 1 herein involved as partners of the company and as trade trustees and executors of John Fowler. Robert Fowler and Party 2 involved as investment trustees of the will of John Fowler. Existing agreement with Party 3 to be subject to these presents. Party 2 under no personal liability for the repayment of £20,000 or its interest.

ix. Arbitration clause.

There is also a draft of the agreement dated 1866, TR FOW/CO1/6/1, which is as above minus the arbitration clause.

MEMORANDUM OF AGREEMENT **TR FOW/CO1/7** 1870(4 Feb)

Contents:

Parties: Robert Fowler, David Greig and Robert William Eddison, members of the firm of John Fowler & Co. of the Steam Plough Works, Leeds and of Cornhill, London.

That from 1871(30 Jun) David Greig's share in the company profits to be one-sixth whether or not the trade trustees under the will of John Fowler shall retire from the company. As from 1868(30 Jun) to 1871(30 Jun) Greig to receive a salary in addition to that of £500 per year, comprising of the difference between one-eighth of the company profits and one-sixth of the profits, payable as an outgoing on the company accounts. This is so that Greig were in the same position as if having received one-sixth of the company profits since 1868(30 Jun).

All three copies of the memorandum are extant, one for each party.

MEMORANDUM OF AGREEMENT **TR FOW/CO1/8** 1873(13 Nov)

Contents:

Parties: Robert William Eddison, David Greig, Robert Fowler and Reginald Wigram.

To admit Barnard Fowler to the partnership of John Fowler & Co. from 1873(1 Jul) on the footing of existing arrangements. His share of business to be five-thirty-secondths, allotted by Robert Fowler and reversible to him if Barnard Fowler should die. Barnard Fowler added his assent to the memorandum.

ARTICLES OF AGREEMENT [Draft] **TR FOW/CO1/9** 1871

Contents:

Party 1: John Fowler & Co. of the Steam Plough Works, Leeds and 71 Cornhill, London - engineers, steam plough and agricultural implement makers

Party 2: Gustav Adolph Toepffer of Toepffer's Park, Strettin, Germany - merchant and Richard Toepffer of the same, his son

Whereby Party 2 will act as representatives for Party 1 by establishing an office and depot at Magdeburg for the sale of steam ploughs and other agricultural machinery in Germany and elsewhere on the Continent. Terms include:

i. Magdeburg store and office to be established in premises already taken at an annual rent of 210 thalers for two years by Party 2 for Party 1. Richard Toepffer to reside at Magdeburg and manage office and store. Party 1 to supply a book-keeper and a storekeeper.

ii. Sales of goods supplied by Party 1 to the new German empire will provide Party 2 with a commission of five per cent on the invoice price whether sold direct from Magdeburg by local agents or direct by Party 1 to purchasers. Commission to be reckoned separately on each sale and payable when full purchase price paid to Party 1, with provisions for defective machinery or mistakes in delivery.

iii. If Party 2 effects sales in Bohemia, Moravia, Austria, Hungary, Russia or any adjacent states beyond the German Empire, they will receive a commission as in ii, except at 7½%, and purchasers will get a cash on delivery discount of 2½%.

iv. All orders for steam ploughing and agricultural machinery to be remitted to Party 1, and no orders for similar machinery made by other manufacturers to be solicited or ordered save through Party 1.

v. Richard Toepffer to travel within the German Empire advising and assisting purchasers of such goods in their working and maintenance.

vi. Party 1 to pay rent of Magdeburg premises and cost of the fittings and maintenance, the salaries of the book-keeper and the storekeeper. Richard Toepffer's travelling expenses, expenses

of mechanics and engineers not chargeable to customers, and provide necessary capital both for current expenses and as advances

vii. Party 1 to send a supply of duplicate steam ploughing machinery parts to be sold at English prices, plus cost of freight duty and expenses.

viii. Party 1 to approve the exhibition of steam ploughing and other machinery at trials and meetings, and the insertion of advertisements authorising expenditure where appropriate.

ix. If commission in any year exceed £1,000, then surplus will go to Party 1 to defray their expenses in payments herein agreed. If there is money left after such expenses have been met, the remainder will go to Party 2. Commissions payable quarterly in advance on 1 Jan, 1 Apr, 1 Jul and 1 Oct.

x. All bills, acceptances, cheques and securities to be made in favour of Party 1 and if any monies be obtained by Party 2 then they may be remitted to Party 1.

xi. Agreement may be ended should Richard Toepffer die, become too ill to perform his obligations or breach clause x, but the death of Gustav Toepffer will not prejudice the agreement.

xii. Agreement to commence on 1871(1 Apr) for three years. If neither party gives notice to terminate by six months prior to the end of the three years the agreement will last for a further three years. This procedure will then continue at three yearly intervals.

xiii. Arbitration clause.

[There are two copies, the original draft and a later typescript copy. The actual signed agreement is not extant but according to TR FOW/CO1/15 this was executed 1872(Jan)].

EXTRACTS from above draft agreement of clauses ii, iii, vi, ix, and xii. **TR FOW/CO1/9/1** 1871

NOTES **TR FOW/CO1/10** 1872 [Dec?]

Contents:

Of terms to be included in a memorandum of agreement between John Fowler & Co., and George Turner, to be dated 1873(1 Jan). These are the original notes by Turner with comments and excisions in reply to Fowlers.

SUPPLEMENTAL AGREEMENT **TR FOW/CO1/11** 1873

Contents:

[Draft]

Party 1: John Fowler & Co., of the Steam Plough Works, Leeds and of 71 Cornhill, London - engineers, steam plough and agricultural implement makers

Party 2: Gustav Adolph Toepffer of Toepffer's Park, Strettin, Germany - merchant and Richard Toepffer of the same, his son

To TR FOW/CO1/9 above admitting George Turner to the Magdeburg business of Party 1, with one-third share in the commission payable. Terms of above agreement to remain in force except for the following:

i. Commission to be 10% on direct sales for which no other commission is payable but 10% minus agent's commission on indirect sales. Agent's commission not to exceed 5%.

ii. Delete £1,000 in clause ix of above agreement and insert £1,500.

iii. Business conduct of George Turner to conform with that of Party 2. If any dispute between the two then referral for final settlement to Robert Fowler, a partner of Party 1.

iv. Agreement to last six years from 1873(1 Jan) provided Richard Toepffer live and discharge his duties. Party 2 has the option to give three months notice prior to the end of the six years for an extension of a further four years.

v. If whilst the two agreements in force Party 1 establishes elsewhere in Magdeburg or Germany a workshop or factory for the manufacture of steam ploughs and other agricultural machinery, Party

1's obligations over commission would be as if such machinery sold were manufactured in England.
vi. Party 1 may retain and account for direct, George Turner's share of the commission.
[There are two versions of the draft, a preliminary and a revised version. The actual signed agreement is not extant, but according to TR FOW/CO1/15 this was signed 1873(27 Dec)].

LETTERS OF AGREEMENT **TR FOW/CO1/12** 1873(Feb)

Contents:

- i. 19 Feb. To George Turner, Magdeburg from John Fowler & Co., Cornhill, London. Concerns Turner's attachment to the firm's Magdeburg branch, receiving one-third of the branch commission guaranteed at a minimum of £250 for the first year and £300 per annum for the succeeding five years. The remaining terms are as included in the above agreement.
 - ii. 24 Feb. To John Fowler & Co., Cornhill, London from George Turner, Magdeburg. Accepts terms as in letter of 19 Feb.
- [Signed version and unsigned duplicate]

CORRESPONDENCE FILE **TR FOW/CO1/13** 1871 - 1873

Contents:

Between Robert Fowler, John Fowler & Co., Cornhill, London and Richard Toepffer, Magdeburg. [The file comprises three typescript copies per letter made at a later date and of a somewhat inaccurate nature. The original letters are not extant].

Letter to Toepffer from Fowler. **TR FOW/CO1/13/i** 1871(14 Jun)

Contents:

Is getting agreement through and requests return of draft. Encloses £41 and has heard no more from Weyhanet. 'Turner has made a splendid deep plough just to suit your requirements'.

Letter to Toepffer from Fowlers. **TR FOW/CO1/13/ii** 1872(23 Aug)

Contents:

Commission to be made up to 30 Jun.

Letter to Toepffer from Fowlers. **TR FOW/CO1/13/iii** 1872(3 Sep)

Letter to Toepffer from Robert Fowler. **TR FOW/CO1/13/iv** 1873(9 Jan)

Contents:

'It is most tiresome about Hornung and Rabi. I don't consider we are free from blame. We had no business to ask them to alter the bills'. Suggests rider to agreement being negotiated with Turner.

CORRESPONDENCE between John Fowler & Co., Cornhill, London and Wilson, Bristows & Carpmael, Cophthall Buildings, London E.C., Solicitors **TR FOW/CO1/14** 1873 - 1874

Contents:

Concerning the remittal of above agreements, TR FOW/CO1/11 and TR FOW/CO1/12. There are three letters, 1873(18 Jul), 1873(1 Sep) and 1874(18 May).

LETTER to Theo Davis, John Fowler & Co. (Leeds) Ltd., London from Bristows, Cooke & Carpmael, London E.C.2., solicitors. **TR FOW/CO1/15** 1921(1 Jun)

Contents:

Concerns validity of early agreements involving John Fowler & Co., Magdeburg during 1871-1873 and compiled due to litigation below, TR FOW/CO1/16.

VOLUME OF LITIGATION TR FOW/CO1/16 1922(8 May) - 1924(31 Mar)

Bound volume

Contents:

Anglo-German Mixed Arbitral Tribunal, Claim 705.

Claimants: John Fowler & Co. (Leeds) Ltd.

Respondents: The German Government

In respect of the branch business John Fowler & Co., Magdeburg. Compensation is claimed under Article 297 of the Treaty of Versailles, as £1,168,672-19-1d. The business was placed under state control 1914(17 Sep) and George Masenhauser appointed 1914(21 Sep) as supervisor. On 1917(8 Mar) he was appointed to wind up the firm and sold the business 1917(27 Mar) to a firm R. Wolf Actien-Gesellschaft, Buckau, in the persons of R. Toepffer and Ernst Wolff, together with the style of the firm, though excluding liabilities. Contents:

i 1922(8 May). Memorial by claimants. Includes the following eight schedules in respect of financial claims: [Pp 39]

1. Buildings, furniture and motor cars.
2. Stock in trade and stock transferred from Magdeburg to Prague and Budapest during 1914(4 Aug) - 1916(31 Dec)
3. Cash with bankers, cash in hand and investments.
4. German debtors at 1914(4 Aug) and liabilities to German Nationals at same.
5. Debts and monies collected at Magdeburg during the war from external sources; liabilities to non-German creditors paid by Magdeburg.
6. Debts and monies collected at Magdeburg during the war in respect of German and Polish pre-war acceptances held in London by the claimants.
7. Compensation for loss of use of the various sums claimed and of principal amounts.
8. Compensation for loss of profits resulting from liquidation of the Magdeburg business and the forcible transfer of such business to a German competitor.

ii. [1922(Dec)]. Response [copy] by the respondents to i. above. To dismiss the claim with costs. Includes five exhibits. [Pp 26]

iii. 1923(23 Apr). Reply by the claimants to the response ii. above. Includes four exhibits. [Pp 17]

iv. 1923(3 Aug). Rejoinder [copy] by the respondents to the reply iii. above. [Pp 4]

v. 1923(9 Oct). Statement of witnesses [copy] submitted on the behalf of the respondents. Includes two exhibits. [pp 4]

vi. 1924(31 Mar). Statement of witnesses [copy] submitted on the behalf of the claimants. [Pp 3]
Also includes a copy letter providing additional information on two witnesses names and nationalities, 1924(7 Apr)

CORRESPONDENCE between Richard Toepffer, John Fowler & Co., Magdeburg and Robert Fowler, John Fowler & Co. (Leeds) Ltd., London. **TR FOW/CO1/17 1886 - 1887**

Letter to Fowler from Toepffer. **TR FOW/CO1/17/i 1886(17 Dec)**

Contents:

Says his solicitor says that to have an article added to your articles of association appointing the late partners in the business agents of the company to conduct the German, Austrian and Russian

business under the old name would not do. Suggests that articles of association indicate that Robert Fowler, David Greig and R. W. Eddison, late partners in the firm of John Fowler & Co., are allowed to continue to trade on their own joint account as John Fowler & Co., in Germany, Russia and Austria with the head office in England. There would then be no alteration in the commercial register at Magdeburg but the partnership books and the limited company books must be kept separate.

Letter to Fowler from Toepffer **TR FOW/CO1/17/ii** 1887(6 Jan)

Contents:

Says Wigram's name was not registered as part of the Magdeburg or Prague partnerships. The partnerships were registered Magdeburg, 1873(13 Sep) and Prague, 1881(13 Dec).

RESOLUTION **TR FOW/CO1/18** 1892(24 Mar)

Two typescript copies

Contents:

[Copy] passed by the directors of John Fowler & Co. (Leeds) Ltd., at a board meeting 1892(24 Mar), that to comply with German law with regard to their branch at Magdeburg [including branches at Prague and Budapest] the said branch is here transferred with its property and assets to R. H. Fowler and Alfred Fowler. They are to carry on the business as agents or trustees under the style of John Fowler & Co., and to appoint any sub-agent or sub-manager. All related costs, losses and expenses of R. H. and A. Fowler to be indemnified by the English firm.

CONTRACT OF PARTNERSHIP **TR FOW/CO1/19** 1905(5 Jun)

Contents:

Party 1: Robert Henry Fowler and Alfred Fowler, entered in the commercial registers in Magdeburg, Prague and Budapest as partners in the firm of John Fowler & Co.

Party 2: Richard Toepffer and George Turner

Party 2 to join Party 1 as partners in John Fowler & Co., in Magdeburg, Budapest and Prague.

Procurists to be appointed only by consent of all four partners. Party 2 not to take a share of the profits or losses of the firm but to receive proceeds as prior to this contract. Differences of opinion over business conduct to be jointly settled by R. H. Fowler and G. Turner. A new arrangement to be made should any partner die. Any partner may retire by giving twelve months written notice. [Two signed originals and two typescript copies]

AGREEMENT **TR FOW/CO1/20** 1905(5 Jun)

Contents:

In accord with a resolution of the board of John Fowler & Co. (Leeds) Ltd., 1905(22 May) whereby Robert Henry Fowler and Alfred Fowler were allowed to admit Richard Toepffer and George Turner as partners in the firm of John Fowler & Co., Magdeburg, Budapest and Prague with powers as granted to R. H. and A. Fowler by a board resolution of 1892(24 Mar) [TR FOW/CO1/18], the four partners now agree to carry on the said business of John Fowler & Co., as agents and trustees for John Fowler & Co. (Leeds) Ltd., as heretofore.

MEMORANDUM OF AGREEMENT **TR FOW/CO1/21** 1905(5 Jun)

Contents:

Party 1: John Fowler & Co. (Leeds) Ltd.

Party 2: Richard Toepffer of Magdeburg, Germany

Party 3: George Turner of Kenley, Surrey, England

With reference to various sums of money deposited and to be deposited at interest with Party 1 by Parties 2 and 3. Should either Party 2 or 3 die the amount of such capital at their time of decease shall be paid out to their legal representatives in five equal annual instalments with interest, commencing twelve months after their decease. Party 1 has the option to accelerate the rate of such payment or to pay out the entire capital with interest immediately upon decease.

[One signed original and three typescript copies]

AGREEMENT **TR FOW/CO1/22** 1911(19 Oct)

Contents:

Party 1: Robert Henry Fowler

Party 2: George Turner and Richard Toepffer

That the divisions of profits and losses between John Fowler & Co. (Leeds) Ltd., and Party 2, both partners of John Fowler & Co., Magdeburg, Prague and Budapest, as fixed in an agreement of 1905(5 Jun) [TR FOW/CO1/19] be replaced by the following:

- i. Commission, formerly 10% on engines and implements, 5% on spare parts, to be calculated for the convenience of account keeping at an average of 8.88% on the net turnover, plus profit or less loss as shown on the partnership balance sheet.
- ii. Net turnover to be the deduction from gross turnover of the balance of the expenses accounts, as shown in the auditors' statement to John Fowler & Co. (Leeds) Ltd., 1911(17 Jul) of the partnership accounts.
- iii. Commission payable to Party 2 to be paid as before in sterling.

AGREEMENT **TR FOW/CO1/23** 1913(11 Nov)

Language: English and German

Contents:

Parties: Richard Toepffer, George Turner, R. H. Fowler and Alfred Fowler, members of the partnership firms of John Fowler & Co., existing in Magdeburg, Prague and Budapest and entered in the commercial registers in each of these places

Recognising that the whole of their rights as members of the three partnership firms are exercised on the account of John Fowler & Co. (Leeds) Ltd., of London and Leeds as trustees with no interest in the property or goodwill of the three partnership firms.

[Two originals in English, one fully signed and registered, the other signed only, and a typescript German translation]

AGREEMENT **TR FOW/CO1/24** 1913(11 Nov)

Language: English and German

Contents:

Parties: Richard Toepffer, George Turner, R. H. Fowler and Alfred Fowler, members of the partnership firms of John Fowler & Co., existing in Magdeburg, Prague and Budapest

Partly altering the contractual relationship of the parties as settled by two agreements of 1905(5 Jun) [TR FOW/CO1/19 and TR FOW/CO1/20] and 1911(19 Oct) [TR FOW/CO1/22], terms include:

- i. Each of the parties has the power to retire from the partnership firm by giving twelve months written notice, but only for the end of a business year, i.e. 31 Dec.
- ii. The retirement or death of partnership members will not dissolve the partnerships, but continued between the remaining members.

iii. The retiring partner or the heirs of a deceased partner will have no interest in the partnership property. The heirs of a deceased member will be entitled to the share of the business due to the partner for the proportion of the current business year concerned.

iv. Clauses five and six of the agreement of 1905(5 Jun) are cancelled.
[Two originals in English, one fully signed and registered the other signed only, and two typescript copies, one in German and one in English]

FILE **TR FOW/CO1/25** 1913(Oct - Nov)

Two copies

Contents:

Concerning above two agreements. Includes:

- i. Draft of TR FOW/CO1/24
- ii. Draft of TR FOW/CO1/23
- iii. 28 Oct. Letter to R. H. Fowler, John Fowler & Co. (Leeds) Ltd., London from Richard Toepffer, John Fowler & Co., Magdeburg remitting both drafts. Also mentions drafts of property arrangements for Prague and Budapest.
- iv. 5 Nov. Copy letter to Toepffer from R. H. Fowler, remitting copies of agreements for signature and noting two minor alterations.

DECLARATION **TR FOW/CO1/26** 1919(19 Apr)

Language: English and German

Contents:

By Richard Toepffer of Magdeburg before Justizrat Hermann Ullmann, Public Notary in the District of the Oberlandesgericht in Naumburg an der Saale, Magdeburg, to safeguard rights abroad. That is in respect of the three open trading companies at Magdeburg, Prague and Budapest under the style of John Fowler & Co., the members being Robert Henry Fowler, Alfred Fowler, George Turner and Toepffer. The Magdeburg business was liquidated compulsorily by a Chancellor's decree of 1916(31 Jul) but the other two companies are still extant. The property of these two companies belongs to John Fowler & Co. (Leeds) Ltd., of Leeds and London, with the company members acting as trustees and the rights of both companies are exercised on the behalf of John Fowler & Co. (Leeds) Ltd. Both Toepffer and Turner have no share of the profit or loss of the two companies but receive commission instead.

The credit bank balances for Prague are on deposit in the name of John Fowler & Co., Magdeburg and for Budapest in the name of John Fowler & Co., Budapest, but both belong to John Fowler & Co. (Leeds) Ltd. The Prague accounts are in the name of John Fowler & Co., Magdeburg, solely to be in the control of Toepffer who is domiciled at Magdeburg. The Budapest accounts were formerly posted the same, but over ten years ago changed due to the appointment of Toepffer's nephew, Ernst Wolff, domiciled in Budapest, to be in the name of John Fowler & Co., Budapest. There was no attempt to mislead as the members of all three firms were the same.

Accounts are also being kept in Prague and Budapest as John Fowler & Co., Domizilkonto, into which sums have been paid, deposited by acceptors of bills of exchange in order to honour their acceptances. The actual bills are in the hands of John Fowler & Co. (Leeds) Ltd., where they were sent prior to the outbreak of war. In Budapest various sums have been paid into banks by debtors to bills of exchange and special accounts opened in the debtors' names.

DECLARATION **TR FOW/CO1/27** 1920(28 Jun)

Contents:

[Duplicate] by Henry Sparshatt of 1 Copthall Buildings, London, solicitor of the Supreme Court of the Judicature in England and a commissioner to administer oaths before John Alfred Donnison of London, public notary. That he has been a solicitor for forty years and is familiar with both English commercial and inheritance laws. He has perused the partnership contract 1905(5 Jun) [TR FOW/CO1/19] in respect of John Fowler & Co., Magdeburg, Prague and Budapest, including the term whereby if any partner should die or retire, his interest in the business would cease and his heirs have no interest in the property of the partnership. This is valid in English law and therefore the heirs of Robert Henry Fowler, died 1919(4 May) and of Richard Toepffer, died 1919(19 Jun) have no claim, the deceased partners' interest passing to the surviving partners, namely Alfred Fowler and George Turner. [In English with Hungarian translation. There is the following pencil note by Theo Davis: "This is a duplicate not legalised. Prepared in event of not being able to get legalised in time but this was accomplished and this duplicate became unnecessary".]

CONTRACT OF PARTNERSHIP **TR FOW/CO1/28** 1920(28 Jun)

Language: Hungarian

Contents:

Party 1: Alfred Fowler and George Turner, entered in the commercial registers in Magdeburg, Prague and Budapest as partners in the firm of John Fowler & Co.

Party 2: Charles Henry Fowler and Godfrey Pelly

Whereby Party 2 joins Party 1 as partners in the above three branch partnerships. Terms include:

- i. Consent of all four partners needed to appoint procurists.
- ii. Differences over business conduct to be jointly settled by Alfred Fowler and George Turner.
- iii. Any partner may retire by giving twelve months written notice, with regard to the end of the business year, i.e. 31 Dec.
- iv. If a partner retires or dies, the partnerships will not be dissolved but continued by the remaining members.
- v. The retiring partner or the heirs of a deceased partner will have no interest in the partnership property. The heirs of a deceased partner will be entitled to the share of the business due to the partner for the proportion of the current business year concerned.

[Three signed copies and one unsigned duplicate, the latter with Hungarian translation]

FILE **TR FOW/CO1/29** 1927(5 Nov)

Contents:

Of papers concerning payment to George Turner of outstanding commission relating to John Fowler & Co., Magdeburg, Prague and Budapest prior to the outbreak of war in 1914.

Receipt **TR FOW/CO1/29/i** 1927(5 Nov)

Contents:

From George Turner to John Fowler & Co. (Leeds) Ltd., for £13,615-2-2d.

Letter of receipt **TR FOW/CO1/29/ii** 1929(26 Aug)

Contents:

From George Turner to John Fowler & Co. (Leeds) Ltd., for £903-6-6d.

Copy letter to the executors of George Turner from John Fowler & Co. (Leeds) Ltd. **TR FOW/CO1/29/iii** 1931(19 Nov)

Contents:

Concerning calculations that £1,718-13-3d commission is still left to be paid.

Letter to John Fowler & Co. (Leeds) Ltd., from Bristows, Cooke & Carpmael **TR**
FOW/CO1/29/iv 1931(30 Nov)

Contents:

Remitting receipt for above £1,718-13-3d.

LETTER **TR FOW/CO1/30** 1931(27 Jul)

Contents:

Of receipt to John Fowler & Co. (Leeds) Ltd., from Percy Fitzroy Rouse and Edward Guesemann, solicitors and administrators of the estate of Richard Toepffer deceased, died 1919(19 Jun) and acting upon letters of administration, 1931(23 Jul) for £16,600 in settlement and discharge of all claims together with £375-12-3d. interest. [Presumably in respect of outstanding commission relative to John Fowler & Co., Magdeburg, Prague and Budapest.]

LETTER to John Fowler & Co. (Leeds) Ltd., London from Dr. Felix Wellemin, Prague **TR**
FOW/CO1/31 1920(30 Aug)

Contents:

Concerning registration problems over John Fowler & Co., Prague. Advises best to wait "until the position is settled in accordance with the various treaties".

PETITION **TR FOW/CO1/32** 1920(4 Nov)

Language: Hungarian

Contents:

[Copy] by Dr. Felix Wellemin of Prague, advocate on the behalf of John Fowler & Co., Prague, requesting the entry of the name of George Turner jnr., as procurist for John Fowler & Co., in the commercial register at Prague.

[in Hungarian - two typescript copies]

Affixed is:

i. 1920(6 Sep). Copy letter to Dr. Felix Wellemin, Prague from John Fowler & Co. (Leeds) Ltd., concerning the lack of urgency to register the new firm of John Fowler & Co., Prague, due to determining the share of the new partners. "Each partner's share would of course be a merely nominal amount as we ourselves (the British company) would provide all the capital".

DECLARATION **TR FOW/CO1/33** 1921(22 Sep)

Five typescript copies

Contents:

[Copy] by Amy Isabel Fowler and Alfred Fowler, executors of the will of Robert Henry Fowler of 113 Cannon Street, London, who died 1919(4 May), will dated 1919(3 Jan) and proved in the Principal Probate Registry of the High Court of Justice, 1919(29 Oct), a partner in John Fowler & Co., Prague, before John A. Donnison of London, public notary, that the estate of the deceased has no claim on the rights and obligations of the above firm and they request the removal of the deceased's name from the commercial register in Prague.

CERTIFIED EXTRACT **TR FOW/CO1/33/1** 1921(17 Oct)

Six typescript copies

Contents:

[Copy] from the Principal Registry of the Probate, Divorce and Admiralty Division, of the High Court of Justice, 1919(29 Oct), that the will of Robert Henry Fowler of the Steam Plough Works, Leeds, of 113 Cannon Street, London and of 5 Park Square, West Regents Park, Surrey, who died at 5 Park Square, 1919(4 May) was duly proved and that administration was granted to Amy Isabel Fowler of 5 Park Square, widow of the deceased and to Alfred Fowler of 113 Cannon Street, engineer and brother of the deceased, the executors named in the will. Estate gross, £202, 107-16-10d., net £201, 441-6-3d. Certified by John A. Donnison of London, public notary.

DECLARATION **TR FOW/CO1/34** 1922(6 Jan)

Four typescript copies

Contents:

[Copy] by Alfred Fowler of 113 Cannon Street, London, engineer and brother of Robert Henry Fowler, deceased; Amy Isabel Fowler of 62 Gloucester Terrace, London, widow of Robert Henry Fowler; Charles Henry Fowler of 113 Cannon Street, London, only son of Robert Henry Fowler; Isabel Amy Pelly, wife of Godfrey Pelly of 47 Gloucester Terrace, London, only daughter of Robert Henry Fowler - all heirs by the will of Robert Henry Fowler, a public partner of John Fowler & Co., Prague, before John Alfred Donnison of London, public notary. That in accord with the contract for the continuance of the firm of John Fowler & Co., Prague the name of Robert Henry Fowler should be removed as a partner and the firm carried on by the surviving partners.

DECLARATION **TR FOW/CO1/35** 1922(20 Jan)

Four typescript copies

Contents:

[Copy] by Henry Sparshott of 1 Copthall Buildings, London, solicitor of the Supreme Court of the Judicature in England and a commissioner to administer oaths, before John Alfred Donnison of London, public notary. That he has been a solicitor for forty years and is familiar with English inheritance law. Under the will of Robert Henry Fowler, a partner of John Fowler & Co., Prague, proved in the Probate Division of the High Court of Justice in England, 1919(29 Oct), his sole heirs are his wife Amy Isabel Fowler, his brother Alfred Fowler, and his two children Charles Henry Fowler and Isabel Amy Pelly.

LETTER [Copy] to John Fowler & Co. (Leeds) Ltd., London from Dr. Felix Wellemin, Prague **TR FOW/CO1/36** 1922(9 May)

Language: German

Contents:

That by a decree of the local commercial court, 1922(2 May), the names of Robert Henry Fowler and Richard Toepffer were removed from the commercial register at Prague.

AGREEMENT **TR FOW/CO1/37** 1922(17 Jul)

Language: Hungarian

Contents:

[Copy] Party 1: Alfred Fowler of London; George Turner of Kenley, England, co-partners in the firm of John Fowler & Co., Prague

Party 2: Charles Henry Fowler and Edmund Godfrey Pelly

Whereby Party 1 admits Party 2 to the above firm. Both of the new partners are to provide 150,000 Kc each as capital.

Affixed is:

i. 1922(19 Jun). Copy letter to John Fowler & Co., Prague from John Fowler & Co. (Leeds) Ltd. Concerns addition of C. H. Fowler and E. G. Pelly to the Prague and Budapest partnership. In 1920 apparently 'the documents taken to Budapest were found unsuitable and returned' and the matter then left pending. In 1921 the names of the two deceased partners, were effaced from both partnerships. Notes that the Czechoslovak authorities have been informed of Prague registration and income tax and the relationship of the firm to John Fowler & Co. (Leeds) Ltd.

DECLARATION TR FOW/CO1/38 1922(4 Oct)

Three typescript copies

Contents:

[Copy] by Amy Isabel Fowler of 62 Gloucester Terrace, Hyde Park, London, widow before John A. Donnison of London, public notary, that Charles Henry Fowler, desirous of becoming a partner in John Fowler & Co., Prague, is the son of Robert Henry Fowler, a former partner in the firm and of herself; that he was born 1885(4 Jan) at St. John's Wood, London and due to an oversight by herself his birth was not registered so that there is no official record of his birth extant.

LETTER TR FOW/CO1/38/1 1922(20 Jul)**Contents:**

To Alfred Fowler from Henry Sparshatt of Bristows, Cooke and Carpmael, solicitors, concerning absence of C. H. Fowler's birth certificate and the need to make a declaration over non-registration of his birth to the German authorities.

NOTIFICATION TR FOW/CO1/39 1923(12 Jan)

Language: English and Hungarian

Contents:

[Copy] of the registration of Charles Henry Fowler and Edmund Godfrey Pelly, both of London, as partners in the firm of John Fowler & Co., Prague. The Commercial Court of Law in Prague, Section VI.

Affixed are:

i. 1923(23 Jan). Copy letter to John Fowler & Co. (Leeds) Ltd., from John Fowler & Co., Prague remitting the above. Notes 'the entry... is at last officially recognised'.

ii. 1923(3 Feb). Copy letter to John Fowler & Co., Prague from John Fowler & Co. (Leeds) Ltd., in reply.

OFFICIAL INCOME TAX RETURNS TR FOW/CO1/40 1923(20 Jan)

Language: German

Contents:

[Copies] in the names of Charles Henry Fowler and Edmund Godfrey Pelly respectively, both newly registered directors of John Fowler & Co., Prague.

Affixed is:

i. 1923(29 Jan). Copy letter to John Fowler & Co. (Leeds) Ltd., from John Fowler & Co., Prague remitting originals of the above for signature.

DECLARATION **TR FOW/CO1/41** 1923(16 Jul)

Three typescript copies

Language: German

Contents:

[Copy] by Charles Henry Fowler and Edmund Godfrey Pelly, members of John Fowler & Co., Prague, in lieu of oath, before John Alfred Donnison of London, public notary, that they own no shares in the capital of the firm, but are entitled to a share in the profit.

Affixed are:

i. 1923(22 Jun). Copy letter to John Fowler & Co., Prague from Dr. Felix Wellemin, Prague concerning remittal of above declaration to England for signature.

ii. 1923(2 Jul). Copy letter to John Fowler & Co., Prague from Dr. Felix Wellemin, Prague concerning above declaration with regard to real increase of capital and increment-value tax.

Provides very detailed legal explanations, stating 'These authorities might sooner or later give the order that the present registration of the firm of John Fowler & Co., as a trading company, will be altered by the registration thereof as a limited company in accordance with the actual facts'.

iii. 1923(3 Jul). Copy letter to John Fowler & Co., (Leeds) Ltd., from John Fowler & Co., Prague agreeing with the standpoint advocated in ii. by Dr. Wellemin and disagreeing with standpoint of English company.

iv. 1924(19 Jul). Copy letter to John Fowler & Co., Prague from John Fowler & Co. (Leeds) Ltd., remitting above signed declaration.

DECLARATION **TR FOW/CO1/42** 1930(31 May)

Three typescript copies

Contents:

[Copy] by Bertha Turner of Hillside, Kenley, Surrey, widow of George Turner; Margaret Gertrude Rose Turner of the same, daughter of George Turner deceased; George Turner of Nad Spadem, 727 Podoli, Prague, son of George Turner deceased - all heirs by the will of George Turner deceased, a public partner of John Fowler & Co., Prague, before John A. Donnison of London, public notary, that in accord with the deed for continuance of the said partnership, the name of George Turner should be removed as a partner from the commercial register in Prague and the firm carried on by the surviving partners under the same style.

DECLARATION **TR FOW/CO1/43** 1930(29 May)

Four typescript copies

Contents:

[Copy] by Arnold Wilson Bristow of 1 Copthall Buildings, London, a solicitor of the Supreme Court of the Judicature in England, before John A. Donnison of London, public notary, that he has been a solicitor for thirty-six years and is well acquainted with English inheritance laws. That by the will of George Turner deceased, proved in the Probate Division of the High Court of Justice in England

1930(11 Feb), a partner in the firm of John Fowler & Co., Prague, his sole heirs are his widow, Bertha Turner and two children, Margaret Gertrude Rose Turner and George Turner. That he has inspected the legal evidence of the Prague partnership and that George Turner's share therein expired with his decease, his heirs having no claim to a share in the partnership capital or its continuation.

LETTER **TR FOW/CO1/44** 1931(1 Dec)

Language: German

Contents:

[Copy] to John Fowler & Co. (Leeds) Ltd., from Dr. Felix Wellemin, Prague concerning the cancellation of George Turner's name as a partner in John Fowler & Co., Prague from the commercial register in Prague. Explains delay and legal complications "because the Commercial Court wanted to have the proof that the inland estate left by the deceased should be dealt with by the Inland Probate Court here".

PETITION **TR FOW/CO1/45** 1932

Language: German

Contents:

[Copy] to the District Commercial Court, Prague by Charles Henry Fowler of London, public partner of the firm John Fowler & Co., Prague, for the cancellation of Mr. Ernst Wolff of Budapest as procurist, registered 1916(31 Oct).

[In Hungarian and German with English translation]

Affixed is:

i. 1932(15 Mar). Copy letter to John Fowler & Co. (Leeds) Ltd., from Dr. Felix Wellemin, Prague, remitting original version of petition for signature by C. H. Fowler.

DECLARATION **TR FOW/CO1/46** 1933(21 Nov)

Two typescript copies

Contents:

[Copy] by Albert Young Hyland of 30 Great St. Helens, London, a solicitor of the Supreme Court of Judicature in England, before John A. Donnison of London, public notary, that he has been a solicitor for forty-eight years and is acquainted with English inheritance laws. That by the will of Alfred Fowler, a partner in John Fowler & Co., Prague, who died 1933(12 Aug), his will being dated 1932(25 Nov), his sole legatee and heir was Paul Rudolph Hasson. That the will was proved 1933(7 Sep) in the Probate Division of the High Court of Justice in England. That he has inspected the legal evidence of the Prague partnership and that Alfred Fowler's share therein expired with his decease, his heir having no claim to a share in the partnership capital or its continuation.

PETITION **TR FOW/CO1/47** 1933(4 Dec)

Language: English and German

Contents:

To the Commercial Court, Prague by Edmund Godfrey Pelly and Charles Henry Fowler, public partners of John Fowler & Co., Prague for the cancellation of Alfred Fowler from the partnership, died 1933(12 Aug), and noting that the estate of the deceased has no claims on the partnership capital and the heirs have no right of entry into the partnership.

PETITION **TR FOW/CO1/48** 1934

Language: English and Hungarian

Contents:

[Copy] to the Commercial Court, Prague by Edmund Godfrey Pelly and Charles Henry Fowler, public partners of John Fowler & Co., Prague, to register Theodore Davis as a partner in the above firm. Davis will bring no capital into the firm, but share in the profit as his fellow partners.

DECLARATION **TR FOW/CO1/49** 1922(24 Jan)

Four typescript copies

Language: English and German

Contents:

[Copy] by Alfred Fowler, a partner of John Fowler & Co., Prague with a branch office at Bratislava, before John A. Donnison of London, public notary, that his signature is as signed on the declaration, for purposes of registration in the commercial register.

DECLARATION **TR FOW/CO1/50** 1923(4 Jun)

Five typescript copies

Language: German

Contents:

[Copy] by Charles Henry Fowler and Edmund Godfrey Pelly, partners of John Fowler & Co., Prague with a branch office at Bratislava, before John A. Donnison of London, public notary, that their signatures are as signed on the declaration, for purposes of registration in the commercial register. Affixed are:

i. 1923(7 May). Copy letter to Dr. Samuel Zsigmond, Bratislava from John Fowler & Co., Prague, requesting reasons for need of certified signatures of C. H. Fowler and E. G. Pelly.

[Translation from German]

ii. 1923(9 May). Copy letter to John Fowler & Co., Prague from Dr. Samuel Zsigmond, Bratislava in reply.

[Translation from German]

PETITION **TR FOW/CO1/51** 1920(6 Oct)

Six typescript copies

Language: English and Hungarian

Contents:

[Copy] by Alfred Fowler and George Turner, partners of John Fowler & Co., Budapest to the Royal Law Courts, Budapest, that they hereby withdraw Mr. Ernst Wolff as procurist for the firm, due to his departure to Prague, and that the name of Hubert Harold Scott of Budapest be entered in his place in the commercial register at Budapest.

Affixed is:

i. 1920(3 Sep). Copy letter to John Fowler & Co., (Leeds) Ltd., from Dr. Max Somogyi of Budapest concerning continuance of John Fowler & Co., Budapest by the two surviving partners and the appointment of Hubert Scott as procurist. Remits original of above petition.

[Translation from German?]

DECLARATION **TR FOW/CO1/52** 1921(22 Sep)

Three typescript copies

Contents:

[Copy] by Amy Isabel Fowler and Alfred Fowler, executors of the will of Robert Henry Fowler of 113 Cannon St., London, who died 1919(4 May), will dated 1919(3 Jan) and proved in the Principal Probate Registry of the High Court of Justice 1919(29 Oct), a partner in John Fowler & Co., Budapest, before John A. Donnison of London, public notary, that the estate of the deceased has no claim on the rights and obligations of the above firm, and they request the removal of the deceased's name from the commercial register in Budapest.

CERTIFIED EXTRACT **TR FOW/CO1/52/1** 1921(27 Sep)

Three typescript copies

Contents:

[Copy] from the Principal Registry of the Probate Divorce and Admiralty Division of the High Court of Justice, 1919(29 Oct), that the will of Robert Henry Fowler of the Steam Plough Works, Leeds, Yorkshire and of 113 Cannon Street, London, and of 5 Park Square, West Regents Park, Surrey, who died at 5 Park Square 1919(4 May), was duly proved and that administration was granted to Amy Isabel Fowler of 5 Park Square, widow of the deceased and to Alfred Fowler of 113 Cannon Street, engineer and brother of the deceased, the executors named in his will. Estate gross £202,107-16-10d., net £201, 441-6-3d. Certified by John A. Donnison of London, public notary.

FILE **TR FOW/CO1/53** 1922(11 Oct - 3 Nov)

Contents:

Concerning the registration of Charles Henry Fowler and Edmund Godfrey Pelly as partners of John Fowler & Co., Budapest. Documentary evidence required was a petition asking the Hungarian Chamber of Commerce to grant them trading certificates, copies of their birth certificates and a 'sittlichkeits', 'a certificate given by the police or a magistrate stating that they are both fit and proper persons...and that there is nothing morally against them. This is a new thing which has been introduced and is aimed more or less against the Jews'.

PETITION **TR FOW/CO1/54** 1923(30 Apr)

Language: English and German

Contents:

[Copy] by Alfred Fowler and George Turner, sole members of John Fowler & Co., Budapest to the Royal Law Courts, Budapest that Charles Henry Fowler and Edmund Godfrey Pelly join the above firm as partners and be duly entered in the commercial register at Budapest. Various corroboratory documents enclosed.

[Four typescript copies in Hungarian with a German translation and English translation from the German]

Affixed is

i. 1923(14 Apr). Copy letter to John Fowler & Co., Budapest from Dr. Max Somogyi of Budapest concerning eventual acquisition of trading certificates for C. H. Fowler and E. G. Pelly as referred to in TR FOW/CO1/53 and remittal of the original of above petition to London for signature.

CERTIFIED EXTRACT **TR FOW/CO1/55** 1923(5 Dec)

Contents:

From the commercial register at Budapest, Vol VIII fol.220, in respect of the trading partnership, John Fowler & Co., firm no. 1934. Eight entries covering 1887(12 Sep) - 1923(1 Sep).

DECLARATION **TR FOW/CO1/56** 1930(2 Jun)

Four typescript copies

Contents:

[Copy] by Bertha Turner of Hillside, Kenley, Surrey, widow of George Turner deceased, late of the same. Alfred Fowler of 113 Cannon St., London; Walter Heaton Smith of Yatley House, Kenley, all executors under the will of George Turner, before John A. Donnison of London, public notary, that the estate of George Turner has no claims over rights and obligations in the firm of John Fowler & Co., Budapest and the executors hereby assent to the removal of George Turner's name from the commercial register at Budapest.

CERTIFIED EXTRACT **TR FOW/CO1/56/1** 1930(28 May)

Three typescript copies

Contents:

[Copy] from the Principal Registry of the Probate, Divorce and Admiralty Division of the High Court of Justice, 1930(11 Feb), that the will of George Turner of Hillside, Kenley, Surrey, died there 1929(9 Dec), was duly proved and that administration was granted to Bertha Turner, widow of the same; Alfred Fowler of 112 Cannon St., London, company director and Walter Heaton Smith of Yatley House, Kenley, surgeon, as in the terms of the will and its codicil. Estate gross £144,994-4-8d., net £136,556-16-3d. Certified by John A. Donnison, public notary.

COPY LETTER **TR FOW/CO1/57** 1930(17 Jul)**Contents:**

To John Fowler & Co. (Leeds) Ltd., from John Fowler & Co., Budapest advising official cancellation of George Turner's name from the commercial register at Budapest.

DECLARATION **TR FOW/CO1/58** 1933(29 May)**Contents:**

[Copy] by John Alfred Donnison of London, public notary, that on 1922(4 Oct) Amy Isabel Fowler appeared before him and declared that her son, Charles Henry Fowler, was born 1885(4 Jan) at St. John's Wood, London and that by an oversight the birth was not registered within the time prescribed by the law. Affixed is:
i. 1939(19 May). Copy letter to John Fowler & Co. (Leeds) Ltd. from [John Fowler & Co., Budapest] concerning re-registration of the Budapest firm, and the need for birth certificates of the three partners and certificates of British citizenship.

PETITION **TR FOW/CO1/59** 1933(28 Nov)**Contents:**

[Copy] by Charles Henry Fowler and Edmund Godfrey Pelly to the Royal tribunal in its capacity as Commercial tribunal, Budapest, that they together with Alfred Fowler, now deceased, were

registered as a partnership, John Fowler & Co., Budapest and their registration cancelled, upon application, 1931(9 Jul). That the partnership 'has however not been actually dissolved', the assets have been invariably maintained and the two surviving partners now wish to resume business. Walter Marsh of Budapest is to be appointed as manager. The business activity and headquarters of the partnership will be as before. Necessary documentation is enclosed. The 'firm's lawyer in this matter is to be Dr. Imre de Rittinger, Budapest. Affixed are:

- i. 1934(7 May). Copy letter to Theo Davis, John Fowler & Co. (Leeds) Ltd., from Dr. Rittinger, Budapest noting re-registration of partnership.
- ii. 1934(11 May). Copy letter to Dr. Rittinger from Theo Davis in reply. 'It is very satisfactory that this is at last settled in our favour'.

DECLARATION **TR FOW/CO1/60** 1934(3 Apr)

Contents:

[Copy] by Paul Rudolph Hasson of 26 Gilbert S., Grosvenor Square, London, before John A. Donnison of London, public notary, that in his capacity as sole heir of Alfred Fowler deceased, of 113 Cannon St., London, a partner in John Fowler & Co., Budapest, he does not own any participation in the property and funds of that partnership and moreover has no intention of entering the same.

DECLARATION **TR FOW/CO1/60/1** 1934(3 Apr)

Contents:

[Copy] by John A. Donnison of London, public notary, that Paul Rudolph Hasson of 26 Gilbert St., Grosvenor Square, London, by the probate granted 1933(7 Sep) of the will of Alfred Fowler deceased, and by the will itself dated 1933(12 Aug), is the sole and exclusive heir of Alfred Fowler, a member of John Fowler & Co., Budapest.

DECLARATION **TR FOW/CO1/61** 1940(15 Mar)

Three typescript copies

Contents:

[Copy] by Isabel Amy Pelly of 60 Hamilton Terrace, London N.W.8., widow and heir of Edmund Godfrey Pelly deceased; Humphrey Richard Pelly of Lindsays, Ingatestone, Essex, coal merchant and executor of Edmund Godfrey Pelly, before Edwin Courtney Walker of London, public notary, that E.G. Pelly, a partner of John Fowler & Co., Budapest, did not own any participation in the property or funds of that partnership, and that they have no intention of entering that partnership.

DECLARATION **TR FOW/CO1/61/1** 1940(15 Mar)

Three typescript copies

Contents:

[Copy] by Edwin Courtney Walker of London, public notary, that Isabel Amy Pelly of 60 Hamilton Terrace, London N.W.8., by the probate granted 1940(9 Jan) of the will of Edmund Godfrey Pelly, died 1939(28 Oct), is the sole and exclusive heir of Edmund Godfrey Pelly, a partner of John Fowler & Co., Budapest.

CERTIFIED EXTRACT **TR FOW/CO1/61/2** 1940(14 Mar)

Three typescript copies

Contents:

[Copy] from the Principal Registry of the Probate, Divorce and Admiralty Division of the High Court of Justice, 1940(9 Jan), that the will of Edmund Godfrey Pelly of 60 Hamilton Terrace, St. John's Wood, Middlesex, died 1939(28 Oct) at Royal Victoria Hospital, Netley, Hampshire, was duly proved and that administration was granted to Humphrey Richard Pelly of Lindsays, Ingatestones, Essex, coal merchant, executor with power reserved to the other executor. Estate gross £20,455-17-8d., net £15,430-6-6d. Certified by Edwin Courtney Walker of London, public notary.

DECLARATION **TR FOW/CO1/62** 1940(15 Mar)

Three typescript copies

Contents:

[Copy] by parties, and before notary, as in TR FOW/CO1/61 that the estate of the late Edmund Godfrey Pelly has no claim over rights or obligations in the firm John Fowler & Co., Budapest and they therefore assent to the removal of the deceased's name from the commercial register at Budapest.

LIMITED COMPANY RECORDS including CAPITAL **TR FOW/CO2** [n.d.]

Arrangement: TRFOW/CO2/1-33 John Fowler & Co. (Leeds) Ltd.

TR FOW/CO2/1 Company Book

TR FOW/CO2/2-12 Memorandum and Articles of Association

TR FOW/CO2/13-26 Shares

TR FOW/CO2/27-30 Debentures

TR FOW/CO2/31-33 Profit Sharing Scheme

TR FOW/CO2/34-79 Branches and Subsidiaries of John Fowler & Co. (Leeds) Ltd.

TR FOW/CO2/34-38 England

TR FOW/CO2/34-36 Cable Cultivating Contractors Ltd.

TR FOW/CO2/37 The Mechanical Cleansing Service Ltd.

TR FOW/CO2/38 Essex Tillage Contractors Ltd.

TR FOW/CO2/39-51 Europe

TR FOW/CO2/39-40 John Fowler & Co., G.m.b.H., Magdeburg.

TR FOW/CO2/41-43 Société des Etablissements John Fowler, Melun.

TR FOW/CO2/44-51 Societa Anonima "La Penetrazione", Rome.

TR FOW/CO2/52-61 Asia

TR FOW/CO2/52-53 John Fowler & Co. (India) Ltd.

TR FOW/CO2/54-61 John Fowler & Co. (Manila) Ltd.

TR FOW/CO2/62 Africa

TR FOW/CO2/62 The Fowler Tarspraying Co., Ltd., Johannesburg.

TR FOW/CO2/63-79 Australasia

TR FOW/CO2/63-74 John Fowler & Co. (Sydney) Ltd.

John Fowler & Co. (Australia) Ltd.

TR FOW/CO2/75-79 John Fowler & Co. (New Zealand) Ltd.

TR FOW/CO2/80-98 General Investments

TR FOW/CO2/80 Belgian 4½% May and November Bonds

TR FOW/CO2/81 The Newry Traction Co., Ltd.

TR FOW/CO2/82 The Rhodesia Cotton Co., Ltd.

TR FOW/CO2/83 Underwood, Sons & Co., Ltd.
TR FOW/CO2/84 British 4½% War Loan, 1925-45.
TR FOW/CO2/85-86 Incorporated Anglo-Roumanian Industries Ltd.
TR FOW/CO2/87 The Orchard Sugar Co., Ltd.
TR FOW/CO2/88 General List of Share Certificates
TR FOW/CO2/89-98 Miscellaneous Prospectuses, Particulars and Financial Press Cuttings.

COMPANY BOOK John Fowler & Co. (Leeds) Ltd **TR FOW/CO2/1** 1862(7 Aug) - 1931(9 Mar)

Bound volume

Act of parliament, 25 and 26 Vict. CAP.LXXXIX. **TR FOW/CO2/1/i** 1862(7 Aug)

Contents:

'An act for the incorporation, regulation and winding-up of trading companies and other associations'. Pp 849-940

Act of parliament, 30 and 31 Vict. CAP.CXXXI. **TR FOW/CO2/1/ii** 1867(20 Aug)

Contents:

'An act to amend the companies act, 1862'. Pp 1505-1518

Act of parliament, 40 and 41 Vict. CAP.XXVI. **TR FOW/CO2/1/iii** 1877(23 Jul)

Contents:

'An act to amend the companies acts of 1862 and 1867'. Pp 3

Act of parliament, 42 and 43 Vict. CAP.LXXVI. **TR FOW/CO2/1/iv** 1879(15 Aug)

Contents:

'An act to amend the law with respect to the liability of members of banking and other joint stock companies; and for other purposes'. Pp 4

Act of parliament, 43 Vict. CAP.XIX. **TR FOW/CO2/1/v** 1880(24 Mar)

Contents:

'An act to amend the companies acts of 1862, 1867, 1877 and 1879'. Pp 4

Act of parliament, 46 and 47 Vict. CAP.XXVIII. **TR FOW/CO2/1/vi** 1883(20 Aug)

Contents:

'An act to amend the companies acts 1862 and 1867'. Pp 2

Act of parliament, 49 Vict. CAP.XXIII. **TR FOW/CO2/1/vii** 1886(4 Jun)

Contents:

'An act to amend the companies acts of 1862, 1867, 1870, 1877, 1879, 1880 and 1883'. Pp 4

Act of parliament, 53 and 54 Vict. CAP.LXII. **TR FOW/CO2/1/viii** 1890(18 Aug)

Contents:

'An act to give further powers to companies with respect to certain instruments under which they may be constituted or regulated'. Pp 3

Act of parliament, 53 and 54 Vict. CAP.LXIII. **TR FOW/CO2/1/ix** 1890(18 Aug)

Contents:

'An act to amend the law relating to the winding up of companies in England and Wales'. Pp 21

Act of parliament, 53 and 54 Vict. CAP.LXIV. **TR FOW/CO2/1/x** 1890(18 Aug)

Contents:

'An act to amend the law relating to the liability of directors and others for statements in prospectuses and other documents soliciting applications for shares or debentures'. Pp 3

Act of parliament, 56 and 57 Vict. CAP.LVIII. **TR FOW/CO2/1/xi** 1893(22 Sep)

Contents:

'An act to amend section ten of the companies (winding-up) act 1890'. Pp 1

Act of parliament, 63 and 64 Vict. CAP.XLVIII. **TR FOW/CO2/1/xii** 1900(8 Aug)

Contents:

'An act to amend the companies acts'. Pp 18

Act of parliament, 7 Edw.7. CAP.L. **TR FOW/CO2/1/xiii** 1907(28 Aug)

Contents:

'An act to amend the companies acts, 1862-1900'. Pp 30

Statutory rules and orders, Board of trade No. 596, L.15 **TR FOW/CO2/1/xiv** 1906(30 Jul)

Contents:

'Substituting a new table A for that contained in the first schedule of the companies act 1862'. Pp 19

Certificate of incorporation [Copy] of John Fowler & Co. (Leeds) Ltd., as a limited company. **TR FOW/CO2/1/xv** 1886(13 Aug)

Contents:

Pp 1

Memorandum and articles of association of John Fowler & Co. (Leeds) Ltd., as a limited company. **TR FOW/CO2/1/xvi** 1886(27 Jul)

Contents:

Contents include details of interpretation clause, domicile, capital, shares, share certificates and transfers, forfeiture and relinquishment of shares, lien on shares, general meetings, votes and proxies, direction and management, powers of board, proceedings of directors and committees of directors, common seal, registered and other offices, minutes of proceedings, accounts and annual

balance sheet, dividends and bonuses and reserve fund, indemnities of directors, officers and others, audit and inspection of accounts, notices. Pp 35.

Contract [Copy] **TR FOW/CO2/1/xvii** 1886(17 Aug)

Contents:

Party 1: John Fowler & Co. (Leeds) Ltd., a company incorporated under the companies acts of 1862-1883.

Party 2: Robert Fowler, David Greig, Robert William Eddison and Reginald Wigram, all of the Steam Plough Works, Leeds, Yorkshire and of Lombard St., London - founders and now directors of the above company, previously trading in partnership as engineers and manufacturers of locomotive steam plough and agricultural machinery, under the title of John Fowler & Co.

To carry into effect arrangements for the formation of Party 1. Terms include

a. Registration of this contract in office for the registration of joint stock companies in England and elsewhere where necessary, in any foreign country.

b. Immediately after such registration, company to issue shares in its nominal capital to Party 2, namely:

Robert Fowler 10,000 preference shares at £10 each, Nos 1-10,000

9,187 ordinary shares at £10 each, Nos 50,001-59,187

David Greig 3,800 preference shares at £10 each Nos 10,001-13,800

3,000 ordinary shares at £10 each Nos 59,188-62,187

Robert William 1,900 preference shares at £10 each Nos 13,801-15,700

Eddison 3,000 ordinary shares at £10 each Nos 62,188-65,187

Reginald Wigram 6,300 preference shares at £10 each Nos 15,701-22,000

2,813 ordinary shares at £10 each Nos 65,188-68,000

c. Nominal amount of capital represented by preference shares above and one half the capital represented by the ordinary shares above to be considered paid up in consideration for the transfer to Party 1 of

i) The business and goodwill of John Fowler & Co., as from 1885(31 Jun) Party 2 will be responsible to Party 1 as debtors for any monies withdrawn from prior partnership or on credit to partnership.

ii) All partnership property, real or personal, as described in the schedule. Includes: balances in bank; cash in hand; bills receivable; securities; debts; plant engines, boilers, steam ploughs and machinery being manufactured or manufactured; stock and materials at Leeds, Magdeburg or any branch or agency; steam ploughs, traction engines and machinery on hire; patent rights and trade marks. Party 1 will pay in return Party 2's partnership liabilities as at 1885(30 Jun) and fulfil Party 2's contracts or engagements.

iii) All the separate real estate right of Robert Fowler in the partnership premises, the Steam Plough Works, Leeds. This is particularised by a summary list of thirty-six conveyances, 1863-1877, stating date, conveyee, description and area in square yards. [Total 37,952 square yards] Party 1 will pay all debts, charges and liens upon these premises, especially £48,561 to the trustees of the late John Fowler and £21,316 to the representatives of the late Mrs. John Fowler.

d. Above allotment and payment of shares to be considered as fulfilling the memorandum of association and be subject thereunto.

Debenture **TR FOW/CO2/1/xviii** [1886]

Contents:

[Blank] for the issue of £150,000 4½% first mortgage debentures at not less than £100 each. John Fowler & Co. (Leeds) Ltd.

Memorandum and articles of association. **TR FOW/CO2/1/xix** 1886(27 Jul)-1896(13 Jan)

Contents:

This is as xvi. with subsequent alterations to the articles embodied in special resolutions of 1895(24 Dec) and 1896(13 Jan). There are also copies of the two resolutions, of the certificate of incorporation. Pp 40. Affixed is a copy of the special resolution of 1908(9 Jun).

Trust deed [Copy] **TR FOW/CO2/1/xx** 1896(28 Jan)

Contents:

Party 1: John Fowler & Co. (Leeds) Ltd.

Party 2: The Law Debenture Corporation Ltd.

For securing £200,000 first mortgage debentures. Contains forty-six clauses and three schedules. Pp 31

Debenture **TR FOW/CO2/1/xxi** 1896(9 Mar)

Contents:

[Blank] for the issue of £200,000 4% first mortgage debentures, namely 2,000 debentures of £100 each. John Fowler & Co. (Leeds) Ltd.

Prospectus **TR FOW/CO2/1/xxii** 1896(30 Jan)

Contents:

For the issue of £200,000 4% first mortgage debentures of £100 each, repayable 1926(1 Jan). Includes details of subscribed capital, assets, profits, a summary valuation of the Steam Plough Works and a memorandum of association. John Fowler & Co. (Leeds) Ltd. Pp 4. A blank application form is included. Pp 1

Letter to shareholders from chairman of John Fowler & Co. (Leeds) Ltd. **TR FOW/CO2/1/xxiii** 1930(7 Mar)

Contents:

Concerning an EGM on 31 Mar to authorise the repayment of preference share capital due to the substantial compensation received from the Anglo-German mixed arbitral tribunal 1929(Nov).

Form of proxy **TR FOW/CO2/1/xxiv** 1930

Contents:

[Blank] for shareholders in agreement with above letter but unable to attend EGM. Pp 1

Notice to shareholders of EGM **TR FOW/CO2/1/xxv** 1930(7 Mar)

Contents:

To be held at 113 Cannon Street, London E.C.4., 31 Mar. Pp 1

Letter to shareholders from Charles Fowler, Managing Director **TR FOW/CO2/1/xxvi** 1930(7 Mar)

Contents:

Dissenting with above proposal to repay preference share capital.

Form of proxy **TR FOW/CO2/1/xxvii** 1930

Contents:

[Blank] for shareholders in agreement with above letter but unable to attend EGM. Pp 1

Letter to shareholders **TR FOW/CO2/1/xxviii** 1930(13 Mar)

Contents:

From the chairman in reply to C. H. Fowler's letter above xxvi.

Letter to shareholders from C. H. Fowler **TR FOW/CO2/1/xxix** 1930(15 Mar)

Contents:

Withdrawing request for proxy in above matter.

Form of proxy **TR FOW/CO2/1/xxx** 1931

Contents:

[Blank] for shareholders in agreement with following notice but unable to attend EGM. Pp 1

Notice to shareholders of EGM **TR FOW/CO2/1/xxxi** 1931(12 Dec)

Contents:

To be held at 113 Cannon Street, London E.C.4., 9 Mar concerning alterations to articles of association. Pp 1

Memorandum and articles of association for John Fowler & Co. (Leeds) Ltd. **TR FOW/CO2/1/xxxii** 1886(27 Jul) and 1931(9 Mar)

Contents:

As a company limited by shares. The articles include details of interpretation clause, business shares, lien, calls on shares, transfer, transmission and forfeiture of shares, alterations and increase of capital, modification of class rights, general meetings, proceedings and voting at general meetings voting rights, proxies, directors, managing directors, and powers and duties of directors, rotation and proceedings of directors, company seal, trustees, secretary, dividends and reserve fund, capitalisation of reserves, accounts, audit notices, winding-up and indemnity. The articles were adopted by special resolution 1931(9 Mar) replacing those of 1886(27 Jul). The memorandum is as 1886(27 Jul) and there is also a copy of the certificate of incorporation. Pp 33

MEMORANDUM AND ARTICLES OF ASSOCIATION **TR FOW/CO2/2** 1886(27 Jul)

Contents:

John Fowler & Co. (Leeds) Ltd., as TR FOW/CO2/1/xvi. with a copy of the certificate of incorporation. Pp 36

MEMORANDUM AND ARTICLES OF ASSOCIATION **TR FOW/CO2/3** 1886(27 Jul)

Contents:

John Fowler & Co. (Leeds) Ltd., as TR FOW/CO2/1 xvi. with a copy of the certificate of incorporation and manuscript alterations as eventually officially passed by the special resolution of 1895(24 Dec). Pp 36

NOTICE **TR FOW/CO2/3/1** 1894

Contents:

Of alterations as contained in manuscript from to above articles for presentation to the AGM and for confirmation at a subsequent general meeting.

ARTICLES OF ASSOCIATION **TR FOW/CO2/4** 1895

Three copies

Contents:

John Fowler & Co. (Leeds) Ltd. These are the articles printed with the modifications as in TR FOW/CO2/3 above, for presentation to the EGM of 1895(24 Dec) for confirmation. There is also a copy of the certificate of incorporation, but not of the memorandum of association. Pp 11-40

MEMORANDUM AND ARTICLES OF ASSOCIATION **TR FOW/CO2/4/1** 1886(27 Jul) - 1895

Contents:

John Fowler & Co. (Leeds) Ltd., as TR FOW/CO2/4 above, plus the memorandum of 1886(27 Jul). Pp 40

MEMORANDUM AND ARTICLES OF ASSOCIATION **TR FOW/CO2/5** 1886(27 Jul) - 1895

Contents:

John Fowler & Co. (Leeds) Ltd. These are the articles as printed in TR FOW/CO1/4 above with manuscript alterations relating to variance of the company capital, as eventually officially passed by the special resolution of 1896(13 Jan). The memorandum is that of 1886(27 Jul) and there is also a copy of the certificate of registration. Pp 40

MEMORANDUM AND ARTICLES OF ASSOCIATION **TR FOW/CO2/6** 1886(27 Jul) - 1896(13 Jan)

Contents:

John Fowler & Co. (Leeds) Ltd. The articles are printed with the modifications as in TR FOW/CO2/5 above. There are also copies of the two special resolutions of the EGMs of 1895(24 Dec) and 1896(13 Jan) together with a copy of the certificate of incorporation. Pp 40
[Two copies, one is the usual copy for distribution to shareholders, the other is a certified copy in respect of the two special resolutions.]

MEMORANDUM AND ARTICLES OF ASSOCIATION **TR FOW/CO2/7** 1886 - 1908

Two copies, both typescript
Language: English and French

Contents:

John Fowler & Co. (Leeds) Ltd., as TR FOW/CO2/6 above, together with a copy of a further special resolution of an EGM of 1908(9 Jun).

SPECIAL RESOLUTIONS **TR FOW/CO2/7/1** 1908(9 Jun)

Three printed copies and one typescript copy

Contents:

To alter the articles of association, as in TR FOW/CO2/7 above. Pp 1

NOTICES OF THE TWO EGMs **TR FOW/CO2/7/2** 1908(1 and 9 Jun)

Contents:

Of 1908(9 and 24 Jun) to respectively pass and confirm above special resolution.

MEMORANDUM AND ARTICLES OF ASSOCIATION **TR FOW/CO2/8** 1886(27 Jul) and 1931(9 Mar)

Contents:

John Fowler & Co. (Leeds) Ltd., as TR FOW/CO2/1/xxxii. Pp 33

In three forms: First proof - two copies; second proof - four copies; third and final proof - two copies.

NOTICE **TR FOW/CO2/8/1** 1930(7 Mar)

Contents:

To shareholders of EGM to be held 1930(31 Mar) at 113 Cannon Street, London, concerning reduction of capital. Pp 1

NOTICE **TR FOW/CO2/8/2** 1931(12 Feb)

Two printed copies and draft

Contents:

To shareholders of EGM to be held 1931(9 Mar) at 113 Cannon Street, London, concerning alteration of articles of association. Pp 1

LETTER **TR FOW/CO2/8/3** 1931(12 Feb)

One printed copy and draft

Contents:

To shareholders concerning proposed alteration of articles of association. Pp 1

FORM OF PROXY **TR FOW/CO2/8/4** 1931

Original and draft

Contents:

[Blank] for shareholders in respect of the EGM of 1931(9 Mar). Pp 1

NOTES **TR FOW/CO2/8/5** 1931(Jan)

Three copies

Contents:

On proof of new articles of association. Compiled by Theo Davis.

CORRESPONDENCE FILE concerning new articles of association. **TR FOW/CO2/8/6** 1930(8 Jan) - 1931(13 Mar)

Contents:

Those involved are individual members of Fowlers, and the solicitors, Johnson, Jecks and Colclough, London.

ROUGH NOTES **TR FOW/CO2/8/7** 1931

Contents:

Concerning new articles of association. Compiled by Theo Davis.

MEMORANDUM AND ARTICLES OF ASSOCIATION **TR FOW/CO2/9** 1886(27 Jul) and 1951(30 Jan)

Two copies

Contents:

For John Fowler & Co. (Leeds) Ltd., as a company by shares. The articles include details of business, capital, shares, certificates, calls on shares, lien, transfer, transmission and forfeiture of shares, stock, increase of capital, alterations of capital, AGMs including notice of and proceedings, votes of members, modification of rights, directors, including powers, managing directors, rotation, proceeding and alternate directors, minutes, seal, secretary, dividends, reserves, capitalisation of profits and reserves, accounts, audit, notices, winding up and indemnity. The articles were confirmed by a special resolution of an EGM 1951(30 Jan) of which there is a copy. There were subsequent alterations to the articles passed by special resolutions of three EGMs, 1960(12 Apr), 1964(11 Aug) and 1965(13 Apr) for which there are copies for 1960 and 1965 resolutions only. The memorandum is that of 1886(27 Jul) and there is a copy of the certificate of incorporation. Pp 29

LETTER **TR FOW/CO2/10** 1886(3 Aug)

Contents:

[Copy] to John Fowler & Co., from Curar, Cooper & Curar, stating that a John Fowler & Co., Ltd., is entered in the register of joint stock companies as a firm of brewers in Prestonpan, Scotland and are in 'full and active operation'. Hence John Fowler & Co., cannot adopt the style of John Fowler & Co., Ltd., when they become a limited company.

CERTIFICATE **TR FOW/CO2/11** 1930(29 Jul)

Contents:

Of registration of an order of the High Court of Justice, chancery division, 1930(21 Jul) and of a minute fixed by the order, concerning the reduction of capital by John Fowler & Co. (Leeds) Ltd.

CORRESPONDENCE FILE **TR FOW/CO2/12** 1888(17-18Dec)

Contents:

Concerning the remittance to J. Spence of Paton & Charles, Tunnel Soap Works, Wopping, London, of a copy of the articles of association for John Fowler & Co. (Leeds) Ltd., as he is preparing to register his business as a private company. 'Mr. Spence is a very old friend of the late Mr. Robert Fowler'.

SHARE LEDGER **TR FOW/CO2/13** 1886 - 1901

Bound volume

Contents:

Ordinary and preference shares, John Fowler & Co. (Leeds) Ltd. In three sections:

- i. 1886 - 1900. Share ledger proper. Separate accounts for individual shareholders, headed by name, address and occupation. The credit entries itemize holdings, the debit entries itemize transfers. There is also an alphabetical index of shareholders.
- ii. 1886 - 1899. Annual summaries of shareholdings. Each summary is divided into individual shareholders.
- iii. 1887 - 1901. Register of share transfers.

NOTES **TR FOW/CO2/13/1** [c1900]

Contents:

On individual shareholdings. Compiled from above ledger by W. McIntosh.

BUNDLE of nine requests for shares in the company of John Fowler & Co. (Leeds) Ltd. **TR FOW/CO2/14** 1886(2 Nov) - 1887(3 Jan)

Contents:

They are:

Request for shares **TR FOW/CO2/14/i** 1886(2 Nov)

Contents:

Emma Mary Fowler of Snaresbrook House, Wanstead, spinster, 533 preference shares at £10 each.

Request for shares **TR FOW/CO2/14/ii** 1886(2 Nov)

Contents:

Edith Rebecca Fowler of Snaresbrook House, Wanstead, spinster, 533 preference shares at £10 each.

Request for shares **TR FOW/CO2/14/iii** 1886(2 Nov)

Contents:

Laura Elizabeth Fowler of Snaresbrook House, Wanstead, spinster, 533 preference shares at £10 each.

Request for shares **TR FOW/CO2/14/iv** 1886(2 Nov)

Contents:

Lucy Pease Fowler of Snaresbrook House, Wanstead, spinster, 533 preference shares at £10 each.

Request for shares **TR FOW/CO2/14/v** 1886(4 Nov)

Contents:

William Fowler of 35 Cornhill, London, Justice of the Peace for Essex, 3,700 preference share at £10 each.

Request for shares **TR FOW/CO2/14/vi** 1886(23 Nov)

Contents:

Jane Fowler of Woodford, Essex, spinster, 50 preference shares at £10 each.

Request for shares **TR FOW/CO2/14/vii** 1886(23 Nov)

Contents:

Emma Lucy Fowler of Woodford, Essex, spinster, 50 preference shares at £10 each

Request for shares **TR FOW/CO2/14/viii** 1886(25 Nov)

Contents:

J. G. Fowler of Woodford, Essex, accountant, 4 preference shares at £10 each.

Request for shares **TR FOW/CO2/14/ix** 1887(3 Jan)

Contents:

Robert Henry Fowler of the Steam Plough Works, Leeds, engineer, 500 preference shares at £10 each.

FILE OF SHARE TRANSFERS **TR FOW/CO2/15** 1887(29 Jan) - 1912(24 Aug)

Contents:

For preference and ordinary shares in John Fowler & Co. (Leeds) Ltd. In chronological order. Correspondence, notes, cheques and a death certificate are included in the file as supporting documents to the transfers. The death certificate is for Christopher Geldard, died 1897(Jul) of pneumonia at Edgbaston, Birmingham.

BUNDLE OF PAPERS **TR FOW/CO2/16** 1911 - 1912

Contents:

Concerning calls upon the ordinary shares of John Fowler & Co. (Leeds) Ltd. The papers include call letters, letters of consent, cancelled share certificates and related correspondence. The first call was paid on 1911(30 Dec), in accord with a board meeting of 1911(27 Nov). The second call was paid 1912(31 Dec) in accord with a board meeting of 1912(18 Nov). Both were at the rate of £2-10-0d per share.

LETTER to John Fowler & Co. (Leeds) Ltd., from Price, Waterhouse & Co., auditors **TR FOW/CO2/17** 1886(8 Dec)

Contents:

Concerning how account is to be made for the 18,000 £10 ordinary shares in the firm, issued as £5 paid, which represent the portion of the purchase price payable by the company not represented by the book value of the properties taken over.

BUNDLE of correspondence **TR FOW/CO2/18** 1886(30 Jun) - 1887(23 Feb)

Contents:

Concerning financial transactions on the formation of John Fowler

Letter to Robert Fowler from Sir Joseph Pease of Darlington. **TR FOW/CO2/18/i** 1886(30 Jun)

Contents:

[Investment trustee by the will of John Fowler]. Concerns valuation of securities and their transfer to himself, Fowler and R. W. Eddison as investment trustees, if Eddison should agree.

Letter to Robert Fowler from C. R. Fry of Darlington **TR FOW/CO2/18/ii** 1886(16 Jul)

Contents:

Concerning retention of Eddison as investment trustee and the issue of £13,300 in debentures in the joint names of the three trustees and the remaining £35,261 divided between John Fowler's four daughters. Also notes the daughters' division of £21,316 in shares. There is also a sheet of pencilled financial notes compiled by Robert Fowler from this letter.

Letter to Robert Fowler from C. R. Fry of Darlington **TR FOW/CO2/18/iii** 1886(6 Aug)

Contents:

Concerning releases, transfers and allotment of stocks, in accord with ii. above.

Letter to Robert Fowler from Sir Joseph Pease, Hutton Hall, Guisborough **TR FOW/CO2/18/iv** 1886(29 Dec)

Contents:

Concerning a conveyance, the purchase of £13,300 of debentures and a mortgage.

Letter to John Fowler & Co. (Leeds) Ltd., from C. R. Fry **TR FOW/CO2/18/vi** 1887(16 Feb)

Contents:

Noting receipt of £48,500 of debentures, representing the property of the three trustees and the four daughters as under TR FOW/CO2/18/ii.

Letter to Robert Fowler from C. R. Fry **TR FOW/CO2/18/vi** 1887(18 Feb)

Contents:

Acknowledging cheque for £1,054 as half-years interest on £48,500 debentures as in vi. and concerning transmission of coupons to Dinsdale & Co. Also mentions a settlement with the four daughters.

Letter to John Fowler & CO. (Leeds) Ltd. from C. R. Fry **TR FOW/CO2/18/vii** 1887(23 Feb)

Contents:

Acknowledging cheque for £57 as balance due to the four daughters, including calculations for arriving at the amount.

Letter to W. McIntosh, John Fowler & Co. (Leeds) Ltd., from C. R. Fry **TR FOW/CO2/18/viii** 1887(22 Jul)

Contents:

Remitting transfer for 533 £10 4% preference shares in the firm from Miss Laura E. Fowler, one of the above four daughters, due to her marriage settlement.

Letter to John Fowler & Co. (Leeds) Ltd., from C. R. Fry **TR FOW/CO2/18/ix** 1887(11 Aug)

Contents:

Acknowledging remittance of certificate for above 533 shares, in the names of Joseph Albert Pease, Harold G. Pease and C. Geldard.

CORRESPONDENCE FILE **TR FOW/CO2/19** 1891(8-11 Jul)

Contents:

Concerning disposal of 533 preference shares in John Fowler & Co. (Leeds) Ltd., held by J. A. Pease, H. G. Pease and C. Geldard, in trust for Mr. & Mrs. John Geldard, as in TR FOW/CO2/19 vii. above, by offer for public auction, though they may be privately offered to other shareholders first. The attitude of R. Fowler was that the offer was 'of a most extraordinary kind... the nature of a threat'. 'I do not believe that Sir Joseph could approve of such a proceeding for a moment'. 'By such proceedings these girls would grossly injure all of us'.

FINANCIAL STATEMENTS **TR FOW/CO2/20** 1891 - 1893

Contents:

In respect of the executors of the late David Greig in account with the estate of the deceased, namely:

i. 1891(31 Mar) - 1893(1 Jul). Capital account.

ii. 1891(4 May) - 1893(5 Aug). Income account. [Draft]

Solicitors: Wilson, Bristows & Carpmael, 1 Copthall Buildings, London.

The following letters are attached:

i. 1893(10 Aug). To David Greig [jnr], Grimsby from the solicitors enclosing the two statements, noting overpayment of capital account and with various financial remarks.

ii. 1893(11 Aug). To the solicitors from David Greig [jnr], Grimsby in reply. 'All to my knowledge appears correct', and discusses problem of share holdings, especially 50 nitrate rail shares and Fowler shares.

iii. 1893(15 Aug). To W. McIntosh, John Fowler & Co. (Leeds) Ltd., from the solicitors, remitting the two statements and above two letters in their present copy form. Notes Greig's wish to recoup the estate from the shareholdings in Fowlers.

iv. 1893(15 Aug). To R. H. Fowler from W. McIntosh. Remitting above and requesting Fowler to sign necessary cheque.

CORRESPONDENCE FILE **TR FOW/CO2/21** 1900(31 Jul - 1 Aug)

Contents:

Concerning inquiry by Dawes & Sons, London over the shares of John Fowler & Co. (Leeds) Ltd., as to whether any public issue and the right of R. H. Fowler to transfer preference shares when he also holds ordinary shares not fully paid up.

CORRESPONDENCE FILES **TR FOW/CO2/22** 1902 - 1913

Contents:

Between Reginald Wigram and John Fowler & Co. (Leeds) Ltd., concerning his shareholdings in the firm. Original and copy.

Letter **TR FOW/CO2/22/i** 1902(4 May)

Contents:

'I have a foolish prejudice against holding shares, especially unsaleables which carry a heavy liability'.

Letter **TR FOW/CO2/22/ii** 1912(28-29 May)

Contents:

Payment of share dividends and notes board's decision for a further call on the shares.

Letter **TR FOW/CO2/22/iii** 1913(8 Jun-24 Jul)

Contents:

Transfer of some shares to his sons now the shares are fully paid to avoid heavy estate duty and succession duty.

CORRESPONDENCE FILE **TR FOW/CO2/23** 1907(26-30 Apr)

Contents:

Between W. Sheldon and John Fowler & Co. (Leeds) Ltd., remits cheque for £1,700 to be placed on deposit and will take up £5,000 of preference shares 'at once', if any to sell.

CORRESPONDENCE FILE **TR FOW/CO2/24** 1909(5-13 Jan)

Original and copy

Contents:

Between David Greig, Lowthorpe, Hull and John Fowler & Co. (Leeds) Ltd., concerning the estate of his brother, James Greig of Colwyn Bay, deceased, in respect of the disposal of his 924 preference and 646 ordinary shares in the firm, including details of dividends.

CORRESPONDENCE FILE **TR FOW/CO2/25** 1913(18-19 Mar)

Original and copy

Contents:

Between David Greig, Lowthorpe, Hull and John Fowler & Co. (Leeds) Ltd., concerning the amount of company capital, as divided into ordinary and preference shares.

WILL [Copy] of Alfred Fowler of 26 Gilbert Street, Grosvenor Square, London and of 113 Cannon Street, London, engineer. **TR FOW/CO2/26** 1932(25 Nov)

Contents:

Provisions include:

- i. Paul Rudolph Hasson, nephew by marriage; Edmund Godfrey Pelly; Theodore Davis, all of 113

Cannon Street, London, to be executors.

- ii. Legacy of £1,000 to Theodore Davis if he should prove will.
- iii. Bequest of all ordinary shares in John Fowler & CO. (Leeds) Ltd., to Paul Rudolph Hasson.
- iv. Bequest of pecuniary legacies, namely: £500 to Lady Gorell, closest friend of his late wife; £1,000 to Virginia Lee Hasson, wife of his nephew; £1,000 to Anita Alejandra Lloyd, sister-in-law; £1,000 to Ynez Sophia Stackable, sister-in-law; £500 to Albert Young Hyland, friend and solicitor; £500 to each of domestic servants still in service at time of death and having done a minimum of two years service, together with one year's wages.
- v. Bequest of leasehold residence, 26 Gilbert Street with contents to Paul Rudolph Hasson.
- vi. All debts owing to him, except for mortgages, debentures and investments, are to be forgiven.
- vii. Bequest of real and personal estate not covered by above and after payment of funeral and testamentary expenses, to Paul Rudolph Hasson, or his wife should he predecease Fowler.
- viii. 'My funeral should be conducted with as little trouble and expense as possible'.

DEBENTURES **TR FOW/CO2/27** [1886]

Contents:

[Blank] for the issue of £150,000 4½% first mortgage debentures at not less than £100 cash. John Fowler & Co. (Leeds) Ltd.

LETTER **TR FOW/CO2/28** 1887(14 Feb)

Contents:

To John Fowler & Co. (Leeds) Ltd., from Williams Brown & Co., Leeds, bankers, acknowledging receipt of £30,000 in debentures.

LETTER **TR FOW/CO2/29** 1887(18 Feb)

Contents:

To John Fowler & Co. (Leeds) Ltd., from Clifford Wigram, 7 Leadenhall Street, London, acknowledging receipt of debentures for £5,000 on his behalf and for £5,000 on the behalf of Percy Wigram.

TRUST DEED **TR FOW/CO2/30** 1896(28 Jan)

Contents:

[Copy]

Party 1: John Fowler & Co. (Leeds) Ltd.

Party 2: The Law Debenture Corporation Ltd.

For securing £200,000 first mortgage debentures. Contains 46 clauses and three schedules. Pp

SPECIAL DEPOSIT CERTIFICATE **TR FOW/CO2/31** [1903]

Contents:

[Blank specimen] for profit sharing scheme for officers, employees and staff, John Fowler & Co. (Leeds) Ltd. The scheme was subject to a trust deed, 1904(25 Jul) between John Fowler & Co. (Leeds) Ltd., of the one part and R. H. Fowler and A. Fowler of the other, acting as trustees for the certificate holders. The terms of the scheme are set out in the certificate. Deposit certificates were to be issued as special and ordinary, each issue up to £20,000 maximum, and be secured by Fowlers with the trustees by equal amounts of first mortgage debentures. Both issues carried 3½% annual interest but the special issue included provisions for interest up to a further 10%.

TERMS **TR FOW/CO2/31/1** [1903]

Two copies

Contents:

Of above profit sharing scheme for officers, employees and staff, as printed on above certificate. A legal opinion, 1903(5 Dec), is also included in respect of the relationship of the scheme to the company's rules and regulations.

LETTER OF APPLICATION **TR FOW/CO2/31/2** [1903]

Contents:

[Blank specimen] for certificates in above profit sharing scheme. Pp 1

CORRESPONDENCE FILE **TR FOW/CO2/32** 1909(1 Feb - 26 Mar)

Contents:

Concerning the application by F. W. B. Williams for special and ordinary deposit certificates of £100 each in above scheme for officers, employees and staff.

TERMS **TR FOW/CO2/33** [1903]

Contents:

Of profit sharing scheme for managers. [Scheme No. 2]

COMPANY REGISTER **TR FOW/CO2/34** 1929(19 Jun) - 1935(11 Apr)

Bound volume

Contents:

Cable Cultivating Contractors Ltd. Leeds. Contents:

- i. 1929(19 Jun)-1935(11 Apr). Register of members and share ledger.
- ii. 1929(19 Jun)-1935(11 Apr). Register of directors.

FILE OF SHARE TRANSFERS **TR FOW/CO2/35** 1932 - 1935

Contents:

Cable Cultivating Contractors Ltd.:

- i. 1932(12 May). 2,001 ordinary shares, Nos 1 and 3-2,002 in the name of Charles Henry Fowler to Paul Rudolph Hasson.
- ii. 1935(24 Apr). 818 ordinary shares, Nos 2 and 5,003-5,819 in the name of Matthew Henry Royston to Nicholas Geldard.

CORRESPONDENCE FILE **TR FOW/CO2/36** 1929(23 Apr - 1 May)

Contents:

Concerning clause thirty of the articles of association of Cable Cultivating Contractors Ltd., whereby Charles Henry Fowler was appointed permanent director and chairman for life, subject to the provisions of article thirty-eight. This measure was approved of by M. H. Royston who was entrusted with negotiating the business with Simpson Curtis. Curtis suggested inserting the

measure to ensure the position of John Fowler & Co. (Leeds) Ltd., and Royston agreed without consulting C. H. Fowler who was in consultation over the 'German claim' at the time. Fowler himself 'had no idea' of this, signing the articles without reading them and wrote to Alfred Fowler 'It is a pity you are always so ready to discredit and mistrust me and construe anything of this kind in the way you do... I resent exceedingly the suggestion that I had this clause inserted'. 'In the circumstances I prefer to retire altogether'. Alfred Fowler's letter [not extant] aroused further comments from C. H. Fowler, especially about E. G. Pelly 'who has got such a swollen head he sadly needs an iron hat! I get tired of his overbearing manner and the balderdash he often talks'. Also includes Fowler's official letter of resignation from the board of Cable Cultivating Contractors Ltd.

SHARE TRANSFER **TR FOW/CO2/37** [1932]

Contents:

[Cancelled] of 1,599 shares of £1 each, Nos 1-1,599, in the name of Alfred Fowler to Paul Rudolph Hasson, The Mechanical Cleansing Service Ltd. Affixed is a statement of share holding [cancelled] by the transferee, Paul Rudolph Hasson.

[The cancelled date is 1932(10 May)]

MEMORANDUM AND ARTICLES OF ASSOCIATION **TR FOW/CO2/38** 1933(19 Dec)

Six copies

Contents:

For Essex Tillage Contractors Ltd., as a company limited by shares. Incorporated 1934(1 Jan), certificate No 283,187. Pp 14

LETTER **TR FOW/CO2/39** 1930(22 Aug)

Language: German

Contents:

To Theo Davis from John Fowler & Co. G.m.b.H., Magdeburg, concerning verification of shareholding therein by John Fowler & Co. (Leeds) Ltd., and also the land registration of Poltestrasse No 5.

CORRESPONDENCE FILE **TR FOW/CO2/40** 1933 - 1935

Language: English and German

Contents:

Concerning shareholding in John Fowler & Co., G.m.b.H., Magdeburg by John Fowler & Co. (Leeds) Ltd. There are three certificates of shareholding, as at 1933(16 Jan), 1934(31 Dec) and 1935(31 Dec), with remittal and acknowledging correspondence.

In German with English translations, apart from acknowledging letters in English]

LETTER **TR FOW/CO2/41** 1930(22 Aug)

Contents:

[Copy] from Société des Etablissements John Fowler, Melun, explaining the part holding therein by partners, as opposed to shareholders and the verification of such holdings.

FILE **TR FOW/CO2/42** 1934 - 1935

Contents:

Of three letters certifying part holding in Société des Etablissements John Fowler, Melun as at 1933(31 Dec), 1934(31 Dec) and 1935(31 Dec).

NOMINATION **TR FOW/CO2/43** 1934(26 Mar)

Language: French

Contents:

[Copy] of Paul Rudolph Hasson of 26 Gilbert Street, London, engineer, as 'Gerant' of Société des Etablissements John Fowler, Melun in place of Alfred Fowler of 26 Gilbert Street, London, deceased. Includes copies of various declarations and confirmatory documents.

DEED OF FORMATION AND ARTICLES OF ASSOCIATION **TR FOW/CO2/44** 1928(19 Jul)

Language: English and Italian

Contents:

For Societa Anonima "La Penetrazione" Rome. The articles include details of head office; objects; capital; meetings; board of directors; balance sheet; liquidation. There is also a copy of the receipt of the preliminary bank deposit for the society to be formed.

PROVISIONAL SHARE CERTIFICATES **TR FOW/CO2/45** 1929(Mar)

Contents:

For Societa Anonima "La Penetrazione": Rome [Typescript copies, in English translation]

- i. 1929(25 Mar). Certificate No 10 for 50 shares of 500 lire each.
- ii. 1929(27 Mar). Certificate No 11 for 200 shares of 500 lire each. [The figure 200 replaces 250 as originally made out]

LETTER **TR FOW/CO2/45/1** 1929(30 Mar)

Contents:

[Copy] to Charles Fowler from G. Bertellini, Societa Anonima "La Penetrazione", Rome, remitting various provisional share certificates and a cheque.

LETTER **TR FOW/CO2/46** 1930(24 May)

Contents:

To John Fowler & Co. (Leeds) Ltd., from Societa Anonima "La Penetrazione" Rome, agreeing to the terms in Fowlers letter to transfer 150 shares, free of charge, to Fowlers in return for the exclusive right to use and sell Fowler's patent penetration plant in Italy for 1930(1 Jan) - 1933(31 Dec), subject to various provisions.

CORRESPONDENCE **TR FOW/CO2/47** 1930(28 Nov)

Language: English and Italian

Contents:

From Societa Anonima "La Penetrazione" Rome acknowledging receipt of two provisional share certificates, namely:

- i. Certificate No 14 for 40 shares, in the name of Giovanni Bertellini.
- ii. Certificate No 20 for 40 shares, in the name of Michele Alfredo.

STATEMENT **TR FOW/CO2/48** 1931(21 Feb)

Contents:

Of shareholdings in Societa Anonima "La Penetrazione". Rome Arranged by shareholders, subdivided into different share issues. Attached is a list of the different share issues.

CORRESPONDENCE FILE **TR FOW/CO2/49** 1931(Feb)

Language: English and Italian

Contents:

- i. 1931(21 Feb). To Giovanni Bertellini from Societa Anonima "La Penetrazione", Rome acknowledging receipt of four definitive share certificates, Nos 1-4 each for 10 shares at lire 5,000 per certificate in place of provisional certificate No 14.
- ii. 1931(25 Feb). To John Fowler & Co. (Leeds) Ltd., from Giovanni Bertellini remitting receipt for deposit of above 40 shares.

CONTRACT **TR FOW/CO2/50** 1932(13 Jan)

Language: English and Italian

Contents:

Party 1: Alfonso Barbiero

Party 2: Charles Fowler, on the behalf of John Fowler & Co.

Whereby Party 2 purchases 500 shares in Societa Anonima "La Penetrazione" Rome for a consideration of 300,000 lire, the shares inclusive of interest up to 1933(Dec). Payment to be 150,000 lire by 1932(Dec) and remaining 150,000 lire by 1933(Dec). Shares to be delivered 1932(Jan). Party 1 may repurchase all the shares at the purchase price, minus 50,000 lire as interest, during 1933 only, in which case he will undertake to pool his shares with Party 2 to give Fowler power and control of the company, Party 1 then also forming part of the board of directors.

LETTER **TR FOW/CO2/51** 1932(22 Feb)

Language: English and Italian

Contents:

To Charles Fowler, John Fowler & Co. (Leeds) Ltd., from Societa Anonima "La Penetrazione" acknowledging the receipt of two share certificates for 40 shares each at 20,000 lire per certificate in the names of Charles Fowler and Baron Tristano Gallotti, in substitution for the twelve certificates for 10 shares each at 5,000 lire per certificate formerly held by Alfonso Barbeiro.

MEMORANDUM AND ARTICLES OF ASSOCIATION **TR FOW/CO2/52** 1922(11 May)

Two copies

Contents:

For John Fowler & Co. (India) Ltd., as a company limited by shares. The articles include details of transfer and transmission of shares, alteration of capital, alteration of rights, proceedings at general meetings, direction and management, borrowing powers, common seal, winding-up and indemnity to directors. There is also a copy of the certificate of registration 1922(17 May), No 181834. Pp 17

FILE of papers concerning shareholding in John Fowler & Co. (India) Ltd. **TR FOW/CO2/53** 1922 - 1933

Share certificate **TR FOW/CO2/53/i** 1922(28 Jul)

Contents:

For 150 shares at £1 each, Nos 301-450 in the name of Charles Henry Fowler of the Steam Plough Works, Leeds.

Share transfer **TR FOW/CO2/53/ii** 1932(12 May)

Contents:

For TR FOW/CO2/53/i to Paul Rudolph Hasson of 113 Cannon Street, London E.C.4., engineer.

Letter [copy] to the directors of John Fowler & Co. (India) Ltd., from Paul R. Hasson **TR FOW/CO2/53/iii** 1933(25 Sep)

Contents:

Requesting that as executor of the will of Alfred Fowler deceased, his name be entered in the register of members in respect of 150 shares, Nos 1, 3-151.

For John Fowler & Co. (Manila) Ltd., as a company limited by shares. The articles include details of transfer and transmission of shares, increase of capital, proceedings at general meetings, direction and management, borrowing powers, winding-up, indemnity to directors. There is also a copy of the certificate of registration 1922(23 Jun), No 129, 716. Pp 18 **TR FOW/CO2/54** 1913(20 Jun)

Contents:

MEMORANDUM AND ARTICLES OF ASSOCIATION

FILE of company documents, John Fowler & Co. (Manila) Ltd. **TR FOW/CO2/55** 1913(Jul)

Register of directors. **TR FOW/CO2/55/i** 1913(Jul)

Notice of situation of registered office, namely 113 Cannon Street, London. **TR FOW/CO2/55/ii** 1913(Jul)

Letter to W. McIntosh, John Fowler & Co. (Leeds) Ltd., London, from Bristows, Cooke & Carpmael, London **TR FOW/CO2/55/iii** 1913(16 Jul)

Contents:

Forwarding TR FOW/CO2/i. and TR FOW/CO2/ii.

RETURN **TR FOW/CO2/56** 1913(15 Sep)

Contents:

Of allotment of shares in John Fowler & Co. (Manila) Ltd., including names, addresses and descriptions of allottees.

BUNDLE of five files concerning shareholdings in John Fowler & Co. (Manila) Ltd. **TR FOW/CO2/57** 1913(Sep) and 1923(Mar)

Contents:

The files contain share certificates and their related letters requesting allotment with receipt for payment for shares, statements of shareholding by allottee and blank transfers. The certificates are all for the issue of £5,000 in 500 shares of £10 each.

Certificate No 3 for 7 shares, Nos 16-22, in the name of William McIntosh. **TR FOW/CO2/57/i** 1913(16 Sep)

Certificate No 4 for 7 shares, Nos 23-29, in the name of J. W. Thackery. **TR FOW/CO2/57/ii** 1913(16 Sep)

Certificate No 6 for 7 shares, Nos 37-43, in the name of W. G. Wigram. **TR FOW/CO2/57/iii** 1913(16 Sep)

Certificate No 7 for 7 shares, Nos 44-50, in the name of H. J. Eddison. **TR FOW/CO2/57/iv** 1913(16 Sep)

Certificate No 5 for 7 shares, Nos 1-8 in the name of) Charles **TR FOW/CO2/57/v** 1913(16 Sep)

Certificate No 8 for 8 shares, Nos 30-36 in the name of) Henry Fowler. [no ref.] 1923(22 Mar)

AGREEMENT **TR FOW/CO2/58** 1913(1 Oct)

Contents:

Party 1: John Fowler & Co. (Leeds) Ltd. - registered office, 113 Cannon Street, London.

Party 2: John Fowler & Co. (Manila) Ltd. - registered office, 113 Cannon Street, London.

Containing the terms upon which Party 1 has agreed to sell its business and goodwill in the Phillipine Islands as manufacturers and dealers in steam ploughs, traction engines, agricultural implements and other similar articles to Party 2. Terms include:

- i. Party 1 to sell to Party 2 all its business and goodwill, stock in trade, book debts and property in the Phillipine Islands as from 1913(31 Mar) at a consideration of £500 cash. [£167-6-0d book debts; £296-12-2d stock; £36-1-10d goodwill].
- ii. Party 1 to pay all its related debts and liabilities up to 1913(31 Mar).
- iii. Inventory to be made of all property, assets, debts and liabilities of Party 1 for their Phillipine business as at 1913(31 Mar).
- iv. Party 2 to be entitled to benefit of all current Phillipine contracts after 1913(31 Mar).

[Both copies of the agreement are extant, with two typescript copies]

DECLARATION **TR FOW/CO2/59** 1913(23 Oct)

Five typescript copies

Contents:

[Copy] by John Alfred Donnison of London, public notary, that the memorandum and articles of association and certificate of incorporation of John Fowler & Co. (Manila) Ltd., have been duly signed by H. Birtles, assistant registrar of joint stock companies of England. Attached is:

- i. 1913(24 Oct). Certificate of Richard Westacott, Vice and Deputy Consul-General of the United States of America for Great Britain and Ireland at London, as to validity of the above certificate.

APPLICATION **TR FOW/CO2/60** 1913[4 Nov]

Four typescript copies

Contents:

[Copy] of a foreign corporation, John Fowler & Co. (Manila) Ltd., for a licence to transact business in the Phillipine Islands under the provision of act No 1459 of the Phillipine Commission as a registered United Kingdom company, trading as mechanical and general engineers and makers and dealers in steam engine boilers, steam ploughs and cultivating implements. Registered office is 113 Cannon Street, London; capital stock is £5,000 of which £500 was subscribed and paid up as at 1913(4 Nov). Its agent in the Phillipine Islands is J. J. Newcombe, a resident of Manila.

DECLARATION **TR FOW/CO2/60/1** 1913(5 Nov)

Five typescript copies

Contents:

[Copy] by John Alfred Donnison of London, public notary, that on 1913(5 Nov) Robert Hay Fenton, secretary of John Fowler & Co. (Manila) Ltd., appeared before him to swear to the validity of the above application. Attached is:

i. 1913(6 Nov). Certificate of Richard Westacott, Vice and Deputy Consul-General of the United States of America for Great Britain and Ireland at London, as to the validity of the above certificate.

CORRESPONDENCE FILE concerning the incorporation and registration of John Fowler & Co. (Manila) Ltd. **TR FOW/CO2/61** 1913(18 Jun-29 Oct)

Contents:

Copy and original. In chronological order. Much of the correspondence is with the solicitors, Bristows, Cooke & Carpmael, 1 Copthall Buildings, London, and also between various members of the board of directors. The following items are not correspondence:

- i. 1913(15 Sep). Minutes of first meeting of board of directors. [Copy]
- ii. 1913(22 Sep). Minutes of statutory general meeting. [Copy]

FILE of papers concerning shareholding in The Fowler Tarspraying Co., Ltd., Johannesburg. **TR FOW/CO2/62** 1924(24 Dec) - 1933(10 Mar)

Extract from letter concerning registration of the company **TR FOW/CO2/62/i** 1924(24 Dec)

Contents:

1924(10 Dec), the directors and the shareholding.

Share transfer of one share in the name of Robert L. M. Warren to John Fowler & Co. (Leeds) Ltd. **TR FOW/CO2/62/ii** 1922(12 Aug)

Contents:

[Also copy of transfer]

Share transfer of 650 shares in the name of Theodore Davis to John Fowler & Co. (Leeds) Ltd. **TR FOW/CO2/62/iii** 1933(10 Mar)

MEMORANDUM AND ARTICLES OF ASSOCIATION **TR FOW/CO2/63** 1913(26 Aug)

Contents:

For John Fowler & Co. (Sydney) Ltd., as a company limited by shares. The articles include details of transfer and transmission of shares, increase of capital, proceedings at general meetings, direction and management, borrowing powers, winding-up, indemnity to directors. There is also a copy of the certificate of incorporation, 1913(28 Aug), No 130819 and of a special resolution (17 Nov) changing the company's style to John Fowler & Co. (Australia) Ltd. Pp 21

NOTICE **TR FOW/CO2/64** 1913(27 Aug)

Contents:

Of the situation of the registered office of John Fowler & Co. (Sydney) Ltd., namely: 113 Cannon Street, London E.C.

STATEMENT **TR FOW/CO2/65** 1913(27 Aug)

Contents:

Of nominal capital of John Fowler & Co. (Sydney) Ltd., as £20,000 divided into 2,000 shares of £10 each.

REGISTER **TR FOW/CO2/66** 1913(27 Aug)

Contents:

Of directors of John Fowler & Co. (Sydney) Ltd.

CERTIFICATE **TR FOW/CO2/67** 1913(28 Aug)

Contents:

Of incorporation of John Fowler & Co. (Sydney) Ltd., as a company limited by shares, No 130819.

AGREEMENT **TR FOW/CO2/68** 1913(29 Sep)

Contents:

Party 1: John Fowler & Co. (Leeds) Ltd., registered office 113 Cannon Street, London
Party 2: John Fowler & Co. (Sydney) Ltd., registered office 113 Cannon Street, London
Containing the terms upon which Party 1 has agreed to sell the Sydney branch of its business as dealers in steam ploughs, traction engines and agricultural implements and other similar articles to Party 2. Terms include:

- i. Party 1 to sell to Party 2 all the goodwill of the Sydney branch with all stock in trade, book debts and property as from 1912(31 Dec) at a consideration of £13,000 cash. [£5,164-4-2d book debts; £1,425-2-9d bills receivable; £5,614-8-6d stock and office furniture; £50-1-10d goodwill; £80-0-0d unexpired time on railway ticket; £666-2-9d cash]
- ii. Inventory to be made of all property, assets, debts and liabilities of the Sydney branch of Party 1 as at 1912(31 Dec)
- iii. Party 2 to be entitled to the benefit of all current contracts of the Sydney branch as from 1912(31 Dec).

[Two copies of the agreement are extant and one typescript copy]

RETURN **TR FOW/CO2/69** 1913(30 Sep)

Contents:

Of allotment of shares in John Fowler & Co. (Sydney) Ltd., including names and addresses and descriptions of allottees.

REPORT **TR FOW/CO2/70** 1913(27 Oct)

Contents:

To shareholders of John Fowler & Co. (Sydney) Ltd., of receipts and payments on the company's capital account, of preliminary expenses and of directors, manager and secretary appointed.

CERTIFICATE **TR FOW/CO2/71** 1913(2 Dec)

Original and two typescript copies

Contents:

Of change of name of John Fowler & Co. (Sydney) Ltd., to John Fowler & Co. (Australia) Ltd., as sanctioned by a special resolution of the company.

CORRESPONDENCE FILE between John Fowler & Co. (Leeds) Ltd., and Bristows, Cooke & Carpmael, solicitors **TR FOW/CO2/71/1** 1913(8 and 9 Dec)

Contents:

Remitting the above and commenting on company seal and power of attorney below.

FILE concerning the incorporation and registration of John Fowler & Co. (Sydney) Ltd., and subsequently John Fowler & Co. (Australia) Ltd. **TR FOW/CO2/72** 1913(23 Jul-25 Oct)

Contents:

Much is copy and original correspondence in chronological order, with the solicitors Bristows, Cooke & Carpmael, 1 Copthall Buildings, London E.C., and also between various members of the board of directors. The non-correspondence items include:

- i. 1913(13 Oct). Notice of EGM to be held 27 Oct to change style of the company. [Two copies and draft]
- ii. 1913(29 Sep). Minutes of first meeting of the board of directors. [Copy]
- iii. 1912(31 Dec). Balance sheet of Sydney branch of John Fowler & Co. (Leeds) Ltd., [One copy] and balance sheet of John Fowler & Co. (Sydney) Ltd. [Four copies]
- iv. 1913(27 Oct). Minutes of EGM [One certified copy and three ordinary copies]
- v. 1913(27 Oct). Minutes of statutory general meeting. [One certified copy and three ordinary copies]
- vi. 1913(28 Oct). Notice of EGM to be held 17 Nov to confirm change of style. [Two copies and draft]

BUNDLE of files concerning shareholdings in John Fowler & Co. (Sydney) Ltd. **TR FOW/CO2/73** 1913(29 Sep) - 1938(9 Apr)

Contents:

Subsequently John Fowler & Co. (Australia) Ltd., for the issue of £20,000 in 2,000 shares of £10 each.

Letter **TR FOW/CO2/73/i** 1913(29 Sep)

Contents:

Requesting allotment with receipt of payment for shares. Originally attached to certificate No 2 for 199 shares in the name of Alfred Fowler.

Certificate **TR FOW/CO2/73/ii** 1913(30 Sep)

Contents:

No 5 for 200 shares, Nos 701-900 in the name of Walter Gott Wigram. Together with letter requesting allotment with receipt of payment for shares.

Certificate **TR FOW/CO2/73/iii** 1913(30 Sep)

Contents:

No 6 for 200 shares, Nos 901-1100 in the name of John William Thackery. Together with letter requesting allotment with receipt of payment for shares, statement of shareholding by allottee and blank transfer.

Letter **TR FOW/CO2/73/iv** 1913(29 Sep)

Contents:

Requesting allotment with receipt of payment for shares. Originally attached to certificate No 7 for 200 shares in the name of Charles Henry Fowler.

Statement of shareholding and blank transfer. **TR FOW/CO2/73/v** 1923(22 Mar)

Contents:

Originally attached to certificate No [9] for 200 shares, Nos 501-700, in the name of Edmund Godfrey Pelly.

Certificate **TR FOW/CO2/73/vi** 1929(22 Apr)

Contents:

No 10 for 100 shares, Nos 201-300, in the name of Theodore Davis. A blank transfer is attached.

Certificate **TR FOW/CO2/73/vii** 1932(12 May)

Contents:

No. 11 for 400 shares, Nos 301-500 and 1,101-1,300, in the name of Paul Rudolph Hasson. A blank transfer is attached.

Certificate **TR FOW/CO2/73/viii** 1933(25 Sep)

Contents:

No 12 for 200 shares, Nos 1-200, in the name of Paul Rudolph Hasson. Attached are a statement of shareholding and a blank transfer.

Certificate **TR FOW/CO2/73/ix** 1938(9 Apr)

Contents:

No 13 for 200 shares, Nos 701-900, in the name of Theodore Davis. Attached are statement of shareholding [original and draft] and a blank transfer.

FILE of liquidation papers concerning John Fowler & Co. (Australia) Ltd. **TR FOW/CO2/74** 1939(14 Dec) - 1940(26 Jul)

Contents:

Mainly correspondence in chronological order between John Fowler & Co. (Australia) Ltd., and the Companies Registration Office, London W.C.2. Also included are:

i. 1937(31 Dec). Financial statement. For year ending 1937(31 Dec). Includes balance sheet, profit and loss account, account with John Fowler & Co. (Leeds) Ltd.

MEMORANDUM AND ARTICLES OF ASSOCIATION **TR FOW/CO2/75** 1926(17 Nov)

Typescript copy

Contents:

For John Fowler & Co. (New Zealand) Ltd., as a company limited by shares. The articles include details of shares, share certificates, calls, shareholders priority to right of purchase, transfer and transmission of shares, forfeitures, increase of capital, reduction of capital, general meetings, proceedings at general meetings, votes of members, resolutions, directors, managing director, directors' remuneration, dividends, seal, borrowing, accounts, audit, notices, indemnity and responsibility.

STATEMENT of shareholding **TR FOW/CO2/76** 1927(31 Jan)

Contents:

Namely 2,501 £1 shares in John Fowler & Co. (New Zealand) Ltd., by Charles Henry Fowler.

LETTER to Charles Henry Fowler, London from John Fowler & Co. (New Zealand) Ltd. **TR FOW/CO2/77** 1927(1 Dec)

Contents:

Notifying second call of 2/6d per share on the 2,501 shares held by Fowler. A copy letter acknowledging the call is attached.

STATEMENT of shareholding **TR FOW/CO2/78** 1932(30 Dec)

Contents:

Namely 3,501 £1 shares in John Fowler & Co. (New Zealand) Ltd., by Theodore Davis. A blank transfer is attached.

FOLDER of files relative to the liquidation and winding-up of John Fowler & Co. (New Zealand) Ltd. **TR FOW/CO2/79** 1936(30 Nov) - 1940(16 Mar)

Financial statement for year ending 1936(30 Nov). **TR FOW/CO2/79/i** 1936(30 Nov)

Contents:

Includes balance sheet, profit and loss account, trading account - for tar sealing on Auckland Wellington Main Highway; final balance. Attached is:

a. 1937(2 Mar). Letter to John Fowler & Co. (Leeds) Ltd., London from H. R. Port, liquidator, John

Fowler & Co. (New Zealand) Ltd., Wellington noting his appointment at the EGM of 1937(19 Jan) and forwarding the statements.

b. 1937(19 Mar). Copy letter to the liquidator from John Fowler & Co. (Leeds) Ltd., Acknowledging the above and enquiring over the outstanding debt for plant.

Liquidator's statement of account for twelve months ending 1938(19 Jan). **TR FOW/CO2/79/ii** 1938(19 Jan)

Contents:

A copy of the verifying affidavit is attached with the following letters:

a. 1938(23 Jun). Copy letter to the Commissioner of taxes, Wellington from K. R. Port concerning liability of company for tax on interest paid to John Fowler & Co. (Leeds) Ltd., for purchase of a steam roller in 1926(Dec) for £1,860-14-8d and the grant of tax relief for such. Includes a list of shareholders for 1933 - 1936, as at 30 Nov per year.

b. 1938(12 Aug). Copy letter to the manager, the Royal Exchange Assurance Corp. of London, Wellington from A. C. Day, Turnbull & Jones Ltd., reporting on damage to the above steam roller by a fire at the Ben Nevis Hotel, Twakina, 1 Aug.

c. 1938(26 Aug). Letter to John Fowler & Co. (Leeds) Ltd., London from K. R. Port enclosing all the above with comments and reporting on the process of liquidation.

There are also MSS calculations by Theo Davis.

Liquidator's statement of account for eighteen months ending 1938(19 Jul). **TR FOW/CO2/79/iii** 1938(19 Jul)

Contents:

A copy of the verifying affidavit is attached. Also attached is:

a. 1938(1 Nov). Letter to John Fowler & Co. (Leeds) Ltd., London, from K. R. Port endorsing the statement and commenting on failure to sell the roller.

Liquidator's statement of account **TR FOW/CO2/79/iv** 1939(19 Jan)

Contents:

For twenty-four months ending 1939(19 Jan). A copy of the verifying affidavit is attached. Also attached is a 1939(2 Feb) letter to John Fowler & Co. (Leeds) Ltd., London from K. R. Port enclosing the statement, noting sale of rollers and that two gritting machines and one pre-heater remain to be sold.

Liquidator's statement of account for thirty months ending 1939(19 Jul). **TR FOW/CO2/79/v** 1939(19 Jul)

Contents:

A copy of the verifying affidavit is attached. Also attached is:

a. 1939(24 Aug). Letter to John Fowler & Co. (Leeds) Ltd., London from K. R. Port enclosing the statement, noting sale of pre-heater and problems of remitting money to England due to the exchange control.

b. 1939(23 Oct). Copy letter to K. R. Port from John Fowler & Co. (Leeds) Ltd., acknowledging the above and agreeing to dispose of gritting machines for scrap.

There are also MSS calculations of conversion of share capital.

Winding-up papers **TR FOW/CO2/79/vi** 1939(7 and 27 Nov)

Contents:

- a. 1939(27 Nov). Minutes of final general meeting. [Copy]
- b. 1939(7 Nov). Winding-up accounts for 1937(19 Jan) - 1939(7 Nov). Includes realisation account, shareholders' distribution account, statement of payments and receipts.
- c. 1939(27 Nov). Auditor's report on above accounts. Rowley, Gill, Hobbs & Glen, Wellington.
- d. 1939(27 Nov). Liquidator's report, K. R. Port.

The following correspondence is attached:

- a. 1939(27 Nov). Letter to John Fowler & Co. (Leeds) Ltd., London from K. R. Port enclosing the above and advising that £631-9-8d is left payable to T. Davis to be paid in instalments due to the exchange control. Also details of final disposition of plant. [Two copies]
- b. 1940(20 Jan). Copy letter to K. R. Port from John Fowler & Co. (Leeds) Ltd., acknowledging the above and noting payment of £631-9-8d to E. R. Hadfield who holds power of attorney for T. Davis. [Two copies]
- c. 1940(16 Mar). Letter to J. Fowler & Co. (Leeds) Ltd., from K. R. Port notifying that John Fowler & Co. (New Zealand) Ltd., struck off New Zealand Register of joint stock companies, 1940(28 Feb).

Correspondence file **TR FOW/CO2/79/vii** 1939(13 Nov) - 1940(3 Apr)

Contents:

Between Hadfield, Peacock & Tripe, Wellington, barristers and solicitors, [Original] and John Fowler & Co. (Leeds) Ltd., London, [Copy] concerning transmission in instalments of above £631-9-8d.

Also includes:

- a. 1940(8 Mar). Statement of account for 1939(13 Nov) - 1940(11 Mar) for payment of the £631-9-8d.
- b. 1940(7 Mar). Statement of account for legal services, 1939(8 Nov) - 1940(11 Mar).

The letter of 1939(13 Nov) from Wellington refers to 'this country's deplorable financial position' and finishes:

'In view of the outrageous mess our Government has made of this country's finances and reputation it is gratifying to us to hear that some of our young aviators have been putting up some fine performances'.

LETTER to Robert Fowler from Leatham, Tar & Co., Wakefield, brokers **TR FOW/CO2/80** 1887(28 Apr)

Contents:

Remitting their contract [Affixed] for the sale of 44,400 Belgian 4% May and November bonds to John Fowler & Co. (Leeds) Ltd.

DEBENTURES **TR FOW/CO2/81** 1905(5 Apr and 15 May)

Contents:

Nos 1-3, 48, 49, 102 and 103 from the issue of 50 5% debentures of £5 each, The Newry Traction Co., Ltd., in the name of John Fowler & Co. (Leeds) Ltd. Nos. 1-3, 102 and 103 are 5 Apr, Nos 48 and 49 are 15 May.

BUNDLE of papers concerning the holding of 400 ordinary shares at £1 each in The Rhodesia Cotton Co., Ltd., by John Fowler & Co. (Leeds) Ltd. **TR FOW/CO2/82** 1906 - 1908

Receipt **TR FOW/CO2/82/i** 1906(9 May)

Contents:

For £50 as deposit for application for above shares.

Letter **TR FOW/CO2/82/ii** 1906(11 May)

Contents:

Of allotment from The Rhodesia Cotton Co., Ltd., in reply to above application.

Receipt **TR FOW/CO2/82/iii** 1906(18 May)

Contents:

For £50 as payment on allotment of shares.

Director's report, The Rhodesia Cotton Co., Ltd. **TR FOW/CO2/82/iv** 1906(12 Jun)

Contents:

Pp 1

Receipt **TR FOW/CO2/82/v** 1907(5 Apr)

Contents:

For £100 as first call of 5/-d per share on the above shares.

Receipt **TR FOW/CO2/82/vi** 1907(17 Oct)

Contents:

For £100 as second call of 5/-d per share on the above shares.

Receipt **TR FOW/CO2/82/vii** 1908(30 Mar)

Contents:

For £100 as final call of 5/-d per share on the above shares.

NOTICE OF AGM of The Rhodesia Cotton Co., Ltd., to be held at Rhodesia House, London, E.C.2. 1926(31 Dec). **TR FOW/CO2/82/1** 1926(23 Nov)

Contents:

A letter is affixed referring to the imminence of voluntary liquidation.

DEBENTURES **TR FOW/CO2/83** 1908(27 May)

Contents:

Nos 35-47 from the issue of 60 6% second mortgage debentures of £100 each, Underwood, Son & Co., Ltd., in the name of Miss Violet Carice Underwood of Brentford House, Brentford. Transferred to John Fowler & Co. (Leeds) Ltd., 1909(2 Jun).

BUNDLE **TR FOW/CO2/84** 1915 - 1918

Contents:

Of seven application files including correspondence concerning the 4½% British War Loan, 1925-1945 and its transferrance from John Fowler & Co. (Leeds) Ltd., as follows: £14,000 to R. H. Fowler; £6,000 to A. Fowler; £2,000 to W. McIntosh; £2,000 to W. Sheldon; £2,000 to G. S. Tuer; £2,000 to W. Daniel; £2,000 to J. M. Thackeray. All transfers from 1915(25 Nov).

SHARE CERTIFICATE **TR FOW/CO2/85** 1923(1 Dec)

Contents:

No 8 for 263 shares, Nos 948-1, 210 from the issue of 125,000 10% B participating preference shares of £1 each, Incorporated Anglo-Roumanian Industries Ltd., in the name of John Fowler & Co. (Leeds) Ltd.

PARTICULARS of Incorporated Anglo-Roumanian Industries Ltd. **TR FOW/CO2/85/1** 1923(4 Oct)

Two copies

Contents:

Including details of the capital and formation of the company. Pp 5

CORRESPONDENCE FILE **TR FOW/CO2/85/2** 1923(22 Oct - 1 Nov)

Contents:

[Copy] between Incorporated Anglo-Roumanian Industries Ltd., and John Fowler & Co. (Leeds) Ltd., concerning above purchase of shares by Fowlers in exchange for 250,000 Roumanian lei.

REPORT **TR FOW/CO2/86** 1940(31 Jan)

Contents:

To John Fowler & Co. (Leeds) Ltd., that there is no trace of Incorporated Anglo-Roumanian Industries Ltd., at Bush House or of their occupation of 40-43 Norfolk St., Strand.

STOCK AND SHARE CERTIFICATES **TR FOW/CO2/87** 1927(9 Sep)

Contents:

The Orchard Sugar Co., Ltd., in the name of John Fowler & Co. (Leeds) Ltd. Includes:

- i. Share certificate No 221 for 296 shares Nos 63,193 - 63,488 from the issue of 600,000 premium shares of 2/6d each.
- ii. Stock certificate No 28 for £37 of 5% second mortgage debenture stock.

LETTER **TR FOW/CO2/87/1** 1926(18 Oct)

Contents:

[Copy] to John Fowler & Co. (Leeds) Ltd., from The Orchard Sugar Co., Ltd., concerning forthcoming allotment of stocks and shares as above, in respect of a debt of £37-12-3d.

CIRCULAR LETTER **TR FOW/CO2/87/2** 1927(9 Sep)

Contents:

Notifying issue of above stocks and shares.

LETTER **TR FOW/CO2/87/3** 1927(12 Sep)

Contents:

[Copy] to The Orchard Sugar Co., Ltd., from John Fowler & Co. (Leeds) Ltd., remitting allotment letter for stocks and shares and the discharged account for £37-12-3d.

LIST of share certificates and documents held by John Fowler & Co. (Leeds) Ltd., in their London office and sent to Leeds 1937(13 Apr). **TR FOW/CO2/88** 1937(13 Apr)

Contents:

The list is arranged by issuing companies, sub-divided into individual share owners with details of quantity, numbers and any transfer of shares. The companies are: The Mechanical Cleansing Service Ltd.; Cable Cultivating Contractors Ltd.; John Fowler & Co. (India) Ltd.; John Fowler & Co. (Australia) Ltd., The Orchard Sugar Co., Ltd.; John Fowler & Co. (New Zealand) Ltd.; Becos Associated Works Ltd.; John Fowler & Co. G.m.b.H., Magdeburg; Société des Etablissements John Fowler, Melun; The Fowler Tar Spraying Co., Ltd., Johannesburg; Mechanical Tar Spraying & Grouting Co., Ltd., Societa Anomina "La Penetrazione", Rome. A forwarding letter of 1937(14 Apr) is attached.

PRESS CUTTING **TR FOW/CO2/89** 1937(Jul)

Contents:

Reprinting prospectus for the issue of 175,000 5½% cumulative preference shares of £1 each, and 800,000 ordinary shares of 5/-d each. Aveling Barford Ltd. Includes details of 1937 valuation, balance sheet and profit and loss account, both for year ending 1937(31 Mar) Source not indicated [probably the 'Times'].

PARTICULARS **TR FOW/CO2/90** 1936(10 Jul)

Contents:

For the sale of 1,000,000 ordinary shares of 5/-d each at 10/-d per share, Craven Brothers (Manchester) Ltd., manufacturers of high-class modern machine tools for railway, aircraft, automobile, shipyard and general engineering workshops and steel works. Includes details of profits, assets and customers. Pp 4. A blank application form is included. Pp 1

PROSPECTUS **TR FOW/CO2/91** 1936(24 Jun)

Contents:

For the issue of 780,000 ordinary shares of 5/-d each at par, Foster, Yates & Thom Ltd., engineers. Includes details of when payable, assets, profits, director's interests, a works valuation and a memorandum of association 1936(28 May). Pp 4. A blank application form is also included. Pp 1

SHEET OF ILLUSTRATIONS **TR FOW/CO2/91/1** 1936

Contents:

Of boilers, rubber presses, vulcanisers, mixing and warming rolls and works views, Foster, Yates & Thom Ltd. Pp 1

PROSPECTUS **TR FOW/CO2/92** 1936(31 Mar)

Contents:

For the issue of 1,600,000 shares of 5/-d each at par, Marshall, Sons & Co., (Successors) Ltd., Gainsborough, engineers. Includes details of when payable, company profits, assets, property and capital, with a memorandum of association, 1936(23 Mar). Pp 4 A blank application form is included. Pp 1

[Two copies of prospectus and application form]

LETTER **TR FOW/CO2/92/1** 1936(1 Apr)

Contents:

[Copy] to P. R. Hasson, Leeds from Theo Davis remitting the above prospectus. Comments, 'It seems very frank and one wonders at the courage of the underwriters'.

PRESS CUTTINGS **TR FOW/CO2/92/2** 1936(2 Apr)

Mounted

Contents:

Concerning above prospectus 'The Financial Times' and 'The Financial News'.

PRESS CUTTINGS **TR FOW/CO2/92/3** 1936(19 Nov)

Contents:

Concerning first AGM of Marshall, Sons & Co. (Successors) Ltd. [Source not indicated]. Two sheets of pencilled calculations made from the cutting are affixed.

FINANCIAL STATEMENT **TR FOW/CO2/93** 1937(30 Sep)

Contents:

Marshall, Sons & Co. (Successors) Ltd., for year ending 1937(30 Sep). Includes balance sheet, profit and loss account and directors' report. Pp 3

PROSPECTUS **TR FOW/CO2/94** 1947(24 Mar)

Contents:

For the issue of 400,000 4½% cumulative preference shares of £1 each at 21/6d per share, Marshall, Sons & Co., Ltd., Gainsborough. Includes details of when payable, subsidiary companies, yearly profits for 1937-1946, assets, liabilities and an auditors' report. Pp 3. A blank application form is also included.

PROSPECTUS **TR FOW/CO2/95** 1936(10 Jul)

Contents:

For the issue at par of:

- i. 300,000 6% cumulative participating preference shares of £1 each.
- ii. 150,000 ordinary shares of 5/-d each.

The National Coke & Oil Co., Ltd., manufacturers of motor spirit, diesel oil and low temperature coke. Includes details of when payable, company objects, general manager's report, analyst's report and a memorandum of association 1933(27 Oct). Pp 4. A blank application form is included. Pp 1

REPORT **TR FOW/CO2/95/1** 1936(28 Apr)

Contents:

On test on the products of the National Coke & Oil Co., Ltd., conducted at their works, Tipton, Staffs by Frank Levy, 19-25 Apr. Pp 4

REPORT **TR FOW/CO2/95/2** 1936(3 Jun)

Contents:

On test on the products of the National Coke & Oil Co., Ltd., conducted at their works, Tipton, Staffs by Dr. C. H. Lander. Pp 4

PRESS CUTTING **TR FOW/CO2/95/3** 1936(13 Jul)

Contents:

Reprinting above prospectus, minus the memorandum of association, 'The Times', Pp 21-22

PRESS CUTTING **TR FOW/CO2/95/4** 1936(18 Jul)

Mounted

Contents:

Concerning return of share application money by above company as minimum subscription had not been made. 'The Times'.

PRESS CUTTING **TR FOW/CO2/96** 1936(Jul)

Contents:

Reprinting prospectus for the issue of £750,000 4% mortgage debenture stock at par, South Durham Steel & Iron Co., Ltd. Includes statement of assets. 'The Times'.

PROSPECTUS **TR FOW/CO2/97** 1936(12 Jun)

Contents:

For the issue of 400,000 5% cumulative preference shares of £1 each at 21/6d per share, John Thompson Engineering Co., Ltd. Includes details of date payable, profits and assets for 1926 - 1935, director's interest and a memorandum of association 1936(5 Jun). A blank subscription form Pp 1 and a list of vendors Pp 1 are included.

FINANCIAL STATEMENT **TR FOW/CO2/98** 1937(31 Dec)

Contents:

The Union Discount Co., of London Ltd., for year ending 1937(31 Dec). Includes balance sheet, profit and loss account, directors' report. Pp 3

EXTERNAL AGREEMENTS **TR FOW/CO3** [n.d.]

Arrangement: Areas of Business

TR FOW/CO3/1-5 International

TR FOW/CO3/1-2 The Leeds and London Electrical Engineering Co., Ltd.

TR FOW/CO3/3-5 Agricultural and General Engineers Ltd.
TR FOW/CO3/6-47 Europe
TR FOW/CO3/6-13 England
TR FOW/CO3/6 John Fowler & Co.
TR FOW/CO3/7-10 John Fowler & Co. (Leeds) Ltd.
TR FOW/CO3/7 Banking Arrangements
TR FOW/CO3/8-9 Powers of Attorney
TR FOW/CO3/10 Manufacturing Contract
TR FOW/CO3/11 Hall's Transmission Gear Syndicate Ltd.
TR FOW/CO3/12 Medway Steel Co.
TR FOW/CO3/13 Cable Cultivating Contractors Ltd.
TR FOW/CO3/14 Spain
TR FOW/CO3/15-18 Italy
TR FOW/CO3/15-17 Giovanni Bertellini
TR FOW/CO3/18 Paolo Vesica
TR FOW/CO3/19-22 Germany
TR FOW/CO3/23-28 Czechoslovakia; John Fowler & Co., Prague
TR FOW/CO3/23-27 Banking Arrangements
TR FOW/CO3/28 Business Contract
TR FOW/CO3/29-34 Hungary; John Fowler & Co., Budapest
TR FOW/CO3/29-33 Banking Arrangements
TR FOW/CO3/34 Litigation; The Anglo-Hungarian Mixed Arbitral Tribunal
TR FOW/CO3/35 Poland
TR FOW/CO3/36-37 Latvia
TR FOW/CO3/38-47 Russia
TR FOW/CO3/38 John Fowler & Co.; Power of Attorney
TR FOW/CO3/39-47 The Baku-Batoum Pipe-Line Syndicate Ltd.
TR FOW/CO3/48-50 Asia
TR FOW/CO3/48 Phillipines
TR FOW/CO3/49-50 Dutch East Indies
TR FOW/CO3/51-55 Africa
TR FOW/CO3/51 Abyssinia
TR FOW/CO3/52-55 South Africa
TR FOW/CO3/52-53 Farming Agreements
TR FOW/CO3/54-55 Locomotives Dispute
TR FOW/CO3/56-62 America
TR FOW/CO3/56 United States of America
TR FOW/CO3/57-60 Cuba
TR FOW/CO3/61-62 Colombia
TR FOW/CO3/63-64 Australia

AGREEMENT **TR FOW/CO3/1** 1891(31 Dec)

Three copies

Contents:

Party 1: The House to House Electric Light Supply Co., Ltd.

Party 2: Robert Hammond, trading as Hammond & Co.

Party 3: John Fowler & Co. (Leeds) Ltd.

Party 4: The Leeds and London Electrical Engineering Co., Ltd.

In respect of contracts for electric power supply and electrical engineering. Party 1 partly carry on business by erecting and installing electric power generating and accumulating centres (central supply stations) in the United Kingdom and elsewhere and has laid out a large amount of capital in canvassing various districts in the United Kingdom and obtaining provisional orders for future business. Party 2 has been in business for some time as an electrical engineer and contractor, having erected the central supply station at Brompton for Party 1. Party 3 includes amongst its activities the manufacture of steam engines to motivate electrical machinery and has facilities at Leeds to manufacture and supply electrical machinery parts and fittings, being willing to lay down additional plant for this purpose. Party 4 has amongst its objects the supply, fixture and maintenance of all electrical appliances, having a nominal capital of £100,000, divided into 10,000 ordinary shares of £5 each, 9,750 7% preference shares of £5 each and 250 founders' shares of £5 each. Terms include:

- i. Party 1 assigns to Party 4 the benefit of its goodwill and business connections outside the Metropolitan area (i.e. twelve mile radius of Charing Cross) for central supply stations and electrical machinery, forthwith transmitting all orders and enquiries for such to Party 4.
- ii. Party 1 to pay Party 4 all dividends from its holdings in founders' shares in Party 4 and its sub-companies and will not sell or dispose of such shares without party 4's consent.
- iii. Party 2 assigns to Party 4 the benefit of his goodwill and business as an electrical engineer throughout the world, except in Spain, South America and Mexico, including use of his various business styles. He will forthwith give Party 4 notice of his enquiries and orders, Party 4 then having the option of having such orders transferred to them. Their acceptance or refusal will be communicated in writing to Party 2 within fourteen days of the receipt of details from him.
- iv. Party 2 shall enter into electrical engineering contracts previously approved in writing by himself and Party 3, paying all monies and considerations to Party 4.
- v. Party 2's orders for Spain, South America and Mexico, shall be offered to Party 4 for execution at net trade price in the first instance, who have option of acceptance or refusal as in iii. above.
- vi. The subsisting contract between Party 2 and the Electrical Engineering Co., of Ireland shall be deemed made for Party 4, although Party 2 will bear any loss exceeding £1,000.
- vii. Party 3 will notify Party 4 of all enquiries and orders for electrical engineering. They then have the option of acceptance or refusal as in iii above. Electric light engines or engines driving dynamos not combined with electrical apparatus are excluded from this agreement.
- viii. Party 3 will enter into electrical engineering contracts, previously approved in writing by themselves and Party 2, paying all monies and considerations to Party 4.
- ix. Contracts hereby secured for Party 4 to be executed thus: Party 3 will manufacture and supply all engines, machinery and plant, debiting the cost of labour and materials to Party 4 as in Schedule 1; Party 2 to execute such parts of the contracts not covered by Party 3, debiting the cost of labour and materials to Party 4 as in Schedule 2.
- x. Any party may give six calendar months notice after 1892(31 Dec) of disagreement with the costs in Schedules 1 and 2. Either all parties are then to agree or go to arbitration.
- xi. Party 4, within seven days receipt of monies from Parties 2 and 3 as in iv and viii above, will pay Parties 2 and 3 their costs for work in progress as in the two schedules. If it is impossible to fix the amount to be paid by Party 4 this will be 80% of amount received from Parties 2 and 3.
- xii. Any experimental work is to be by the joint agreement of Parties 1, 2 and 3, is to be executed by Party 3 and the cost paid by Party 4.
- xiii. Until Party 4 has money in its hands by this agreement, amounts needed by Party 4 are to be advanced in equal proportions by Parties 2 and 3, each having the option of converting such advances into preference shares in Party 4, or regarding them as loans with 5% annual interest.
- xiv. If Party 3 has to keep a stock of materials in hand to execute such orders, it will receive from Party 4 5% annual interest upon the value of the stock.
- xv. Parties 2 and 3 to equally subscribe and pay for the 250 founders' shares in Party 4 to help Party 4 make payments under this agreement, namely £2,625 to Party 2 and £425 to Party 3.

- xvi. Party 4 to render accounts relating to its contracts as at 31 Mar per year and distribute its gross divisible earnings thereafter; by paying its own administration and working expenses, including debt for experimental work; by paying interest as under xiii. and xiv. above; by paying a dividend of 7% per year on its paid up preference shares; by paying Party 1 £1,050 per year, guaranteed at at least £525 for each of the first two years of the agreement should the amount be allowed to accumulate; by paying Party 2 one tenth of its earnings, not in excess of £1,000 per year; by paying dividends on its ordinary and founders' shares.
- xvii. Parties 2 and 3 will equally pay Party 1 one fifth of each dividend received by them on the founders' shares of Party 4.
- xviii. Any losses from contracts to be borne by Party 4, and on its failure to do so be equally divided between Parties 2 and 3, the amounts being debited to Party 4. Party 1 shall not be liable for such losses. The debts may be offset by Parties 2 and 3 subscribing to preference shares in Party 4.
- xix. Parties 2 and 3 to render full account to Party 4 of work done.
- xx. This agreement does not create any partnership between the parties.
- xxi. Secretary of Party 4 to be William McIntosh of 6 Lombard Street, London.
- xxii. Party 4 only to do business as specified in this agreement, save by joint concurrence of Parties 1, 2 and 3.
- xxiii. Party 4 to be a party to all such contracts approved by the other parties.
- xxiv. Neither Party 2 or any board member of Parties 1 and 3, to join the board of another company doing electrical engineering work similar to Party 4.
- xxv. Parties 1, 2 and 3 to bear their own administration, working and travelling expenses but Party 4 to bear the cost of preparing and sending tenders for contracts.
- xxvi. Agreement to last five years, renewable for five more years, provided Party 4 will have paid dividends on its founders' shares in the two years before, amounting to £2,000 aggregate. Similar renewal after ten years for another five, though here the aggregate in the two preceding years is to be £6,000.
- xxvii. This agreement to be ended with the bankruptcy or winding-up of any of Parties 1, 2 and 3.
- xxviii. Neither of Party 2 or 3 can make transfers of their shares in Party 4 without the consent of the other.
- xxix. Arbitration clause.
- xxx. Costs of this agreement to be met by Party 4. Pp 12

AGREEMENT **TR FOW/CO3/2** 1897(17 Jun)

Contents:

Party 1: The Leeds and London Electrical Engineering Co., Ltd.

Party 2: John Fowler & Co. (Leeds) Ltd.

Supplemental to TR FOW/CO3/1 above in respect of contracts secured thereby for the benefit of Party 1 herein. The above agreement expired 1896(31 Dec) and no renewal was made, thereby leaving forty four contracts entered into by Party 2 for the benefit of Party 1 pending and uncompleted, as listed in Schedule 1. Party 2 has left owing the sum of £47,947-2-6d by Party 4. Party 2 also had owing to them on 1896(31 Dec) the sum of £24, 380-1-0d, detailed in Schedule 2, by persons and bodies with whom it had entered into contracts with on the behalf of Party 1. Terms of this agreement are:

- i. Party 2 to complete the forty four contracts in hand as from 1896(31 Dec) at their own expense, using all models, patterns and patent rights belonging or vested in Party 1, indemnifying Party 1 against all legal actions and damages under the contracts and taking all monies and benefits for their own use.
- ii. Party 2 to collect and retain the debts in Schedule 2 offsetting such amounts against the £47,947-2-6d owed them by Party 1.

iii. Party 2 to buy all the goodwill of Party 1 together with its patents, stock in trade, models, patterns, shares, debts, cash in hand, assets, property and rights, including its premises. In consideration of this Party 2 will undertake, pay, satisfy and discharge all debts, liabilities and contracts of Party 1 other than those in Schedule 1 and the amount owing to Party 2 themselves, indemnifying Party 1, its liquidators and contributors against the same and also paying the costs of winding-up Party 1 and a sum of £250 (which may be used to offset Party 1's debt to Party 2).

iv. Party 1 to forthwith procure the necessary resolutions for its own voluntary winding-up. Attached are notes between Mr. Sparshott, solicitor and Fowlers over the need, if any, for payment of stamp duty on above agreement and for a formal assignment of business goodwill.

PROPOSED PLAN for the formation of Agricultural & General Engineers Ltd. **TR FOW/CO3/3** 1919 [Sep/Oct]

Contents:

Divided into Class A firms, i.e. partnerships and Class B firms, i.e. private limited liability companies and most public limited liability companies. A theoretical outline with no firms specifically mentioned.

NOTES on proposed plan. **TR FOW/CO3/3/1** 1919 [Sep/Oct]

In pencil

Contents:

Probably by William McIntosh, company secretary, John Fowler & Co. (Leeds) Ltd.

FINANCIAL STATEMENT **TR FOW/CO3/4** 1919(Sep)

Contents:

Of the comparative valuations and profits of Agricultural & General Engineers Ltd., divided into the five firms concerned; Aveling & Porter Ltd.; Blackstone & Co., Ltd.; R. Garrett & Sons Ltd.; Jas F. Howard Ltd.; E. H. Bentall & Co., Ltd. Auditors: Price Waterhouse & Co., London. Attached is:

i. 1919(8 Sep). Letter to Alfred Fowler, John Fowler & Co. (Leeds) Ltd., from Price Waterhouse & Co., remitting above statement. 'A very confidential document', says pending the valuation it is very difficult to give a corresponding figure for Fowlers should they join the combine, but suggest £550,000, excluding German and Austrian debts and estimating the increase in capital assets.

LETTER to Alfred Fowler from Walter Wigram **TR FOW/CO3/5** 1919(22 Oct)

Contents:

Returning above statement and letter, TR FOW/CO3/4, with comments, 'I am not very impressed... the proposal was one we could not possibly entertain for a moment'. Is surprised at the low earning capacity of the five firms [£123,799 average pre-war profits] and the capital [£1,485,273] thereby allowing only an 8% dividend to be paid. Is bemused by the auditors' valuation of Fowler's net assets - 'seems to me to be very low'. Also queries A.G.E. board representation. Is strongly in favour of an amalgamation but with Marshalls or Claytons, on the lines of Ruston & Hornsby Ltd., the advantages being an offset to government attempts to limit dividends of an individual firm, reduced selling costs by combination of all London offices and also in foreign towns, reduced manufacturing costs by rationalising manufacture between the firms, exchange of new ideas, increased selling power and a check on expenditure. Suggests Fowlers thoroughly overhaul their organisation to meet the competition of A.G.E., by improving deliveries, reducing manufacturing costs, improving the quality of work, increasing selling capacity,

experimenting on the implement range, maintaining good customer relations and capitalising the reserves. Also sees a need to subdivide Leeds work more than in the past. Says has confidence that Fowlers can meet the competition by A.G.E., 'but we have got to set our house in order and not wait until we are compelled to do it'.

SECURITY TR FOW/CO3/6 1879(18 Nov)

One membrane

Contents:

Party 1: Waterman Mummery of Ospringe, nr. Faversham, Kent, builder

Party 2: Robert Fowler, Barnard Fowler, David Greig, Robert William Eddison and Reginald Wigram, trading as John Fowler & Co., of 71 Cornhill, London, engineers.

For £475-15-4d with interest by Party 1, in respect of £37-17-4d of goods sold and delivered to him by Party 2 and of £304-18-0d and £133-0-0d for the hire of one 8 HP traction engine with gear and two traction wagons with gear, as in two agreements of 1877(1 Oct) and 1877(7 Dec). Party 1 having defaulted in payment of these sums and Party 2 having threatened to commence legal proceedings for recovery of the debt, together with the removal of the engine, wagons and gears, both parties have consented to this security. The terms are that Party 1 assigns to Party 2 all goods and chattels listed in the schedule [namely those located in his carpenters workshop, shed, forge, yard and store room at Painters Forstall and Painters Farm] until 1879(18 Dec) as security for payment of the amount with 5% interest. If only part of the sum is paid by that date, interest will be payable half yearly on 18 Dec and 18 Jun at 5%. Party 1 is to insure the goods and chattels, pledged as security, against loss or damage by fire with the Phoenix Insurance Office up to at least £600.

AGREEMENT TR FOW/CO3/7 1887(1 Mar)

Contents:

[Draft]

Party 1: John Fowler & Co. (Leeds) Ltd.

Party 2: Samuel James Brown, Henry Oxley, James Walker Oxley and Thomas Harrison of Leeds, Yorkshire, bankers, in business as William Williams Brown & Co.

Over banking arrangements. Party 1 having already opened an account with Party 2 who had consented to make advances on loans, this agreement concerns securities for such sums. Terms include half-yearly commission, bank charges and interest at 5%. Bank is to hold forty seven first mortgage debentures value £30,000 as security. Also concerns consolidation and appropriation of securities and monies. Affixed are two letters to Party 2 from Party 1:

- i. 1887(8 Feb). Remits above agreement for signature.
- ii. 1887(3 Mar). Notifies receipt of above agreement and requests copies of documents authorising the agreement. Requests remittance of cheque for £28, 811-14-4d to transfer balance from old partnership account to new limited company account.

POWER OF ATTORNEY TR FOW/CO3/8 1887(4 Aug)

Contents:

Party 1: John Fowler & Co. (Leeds) Ltd., registered office, 6 Lombard Street, London, incorporated under the various companies act and registered 1886(13 Aug).

Party 2: William McIntosh of 6 Lombard Street, London.

For all matters of bankruptcy or proceedings for liquidation by arrangement with creditors; to

present petitions, prove debts, vote or appoint any person proxy to represent Party 1 in matters relating to any debtor or his affairs, in pursuance of the bankruptcy acts.

POWER OF ATTORNEY TR FOW/CO3/9 1906(24 Sep)

Contents:

Party 1: John Fowler & Co. (Leeds) Ltd., registered office, 6 Lombard Street, London.

Party 2: Robert Henry Fowler, Alfred Fowler and William McIntosh, all of 6 Lombard Street, London, John William Thackeray of the Steam Plough Works, Leeds, four of the directors of the above company.

Singly to each of Party 2 to make agreements with persons willing to hire out the machinery of Party 1, including steam ploughs and other agricultural implements, the hirer having the option to eventually purchase the same.

[Business area not specified]

AGREEMENT TR FOW/CO3/10 1892(11 Oct)

Contents:

[Copy]

Party 1: John Fowler & Co. (Leeds) Ltd., registered office, 6 Lombard Street, London

Party 2: The Yorkshire House to House Electricity Co., Ltd., registered office, 32 Park Row, Leeds.

In respect of the acceptance by Party 2 of Party 1's tender of £12,190 for the construction and maintenance of electrical plant to be installed in Leeds, Party 2 having been granted relevant powers, under the Leeds Electric Supply Order of 1891. Party 1's tender and specification formed Schedules 2 and 3 of the original agreement, but are not extant for this copy version. The terms are contained in Schedule 1 [Extant] and include the appointment of a consulting engineer, namely Robert Hammond, of 117 Bishopgate Street, London.

AGREEMENT TR FOW/CO3/11 1904(Oct)

Contents:

[Draft]

Party 1: Emerson Bainbridge

Party 2: Frederick Baynes

Party 3: John Baker

Party 4: Alfred Julius Boulton

Party 5: John Fowler

Party 6: Robert Measures

Party 7: Lancaster Shaw

Party 8: Ernest Schumacher

Party 9: H. W. Underhill

Party 10: Harold Wade

Party 11: John William Hall

Concerning the formation of a registered limited company, namely Hall's Transmission Gear Syndicate Ltd. Boulton, Wade and Hall are owners of various letters patent, listed in Schedule 1 [not extant] relating to Hall's invention in connection with transmission gear and governed by two separate agreements of 1902(1 Dec) and 1903(28 Oct), involving Boulton and Wade as Party 1, Hall as Party 2 and Moton David Moss as Party 3. Boulton, Wade and Hall have since become entitled to Moss's interests including £10,000 and his moiety of the patents. Under the agreement of 1903(28 Oct) a sum of £7,200 was advanced by Boulton, Measures, Shaw, Schumacher and Underhill with provisions for interest as set out in Schedule 2. Hall is also in possession of the following, formerly

the property of M. D. Moss, namely a piece of land near Ipswich and certain transmission gear, lorries, machinery and fittings. Since 1904(4 Jun) all the parties have advanced various sums, listed in Schedule 4 [not extant]. Terms include:

- i. Syndicate to have a nominal capital of £50,000 in shares of £1 each, comprising 30,000 ordinary shares and 20,000 preference shares, the latter with a cumulative dividend of 4% per annum.
- ii. The eleven parties will enter into an agreement with the syndicate, when registered, to transfer all their interests in the above patents, land and property, in return for £37,415 in preference and ordinary shares, as detailed per party in Schedule 3 [extant]. The agreement for the transfer of the property will be registered at the registry of joint stock companies.
- iii. The syndicate will pay Moss's debts incurred in developing and exploiting the patents, as set out in Schedule 5 [not extant], either in cash or shares. By the issue of debentures or debenture stock, the syndicate may raise money to pay off the debts in developing and exploiting the patents, in paying off the sums advanced by all the parties since 1904(4 Jun) with 5% interest, as in Schedule 4 [not extant] and sum to be advanced, and in paying legal expenses associated with the formation and registration of the syndicate. The issue not to exceed £20,000 without sanction of the syndicate's general meeting, and the debentures to last five years.
- iv. Any of the eleven parties may join the board of directors. The debenture holders may nominate one director for each £5,000 secured.
- v. Hall to be manager of the syndicate for three years from the date of incorporation, at a salary of £360 per year, with a 5% commission upon the divided profits.
- vi. Every share to carry one vote and likewise each £5 secured by debenture.
- vii. Memorandum and articles of association to be in the form annexed. [Not extant]

AGREEMENT **TR FOW/CO3/12** 1905(20 Dec)

Contents:

[Copy]

Party 1: Aveling & Porter Ltd., registered office, Rochester, Kent.

Party 2: William Fowler of the Globe Foundry, Leeds, Yorkshire, iron and steel founder, in business as the Medway Steel Co.

Subsequent to a lease, 1905(20 Dec) of premises in Strood, Kent, divided thus: first part of premises for twenty one years; second part for eighteen years; third part for twenty one years, all as from 1906(1 Jan). Terms include:

- i. Party 2 to purchase from Party 1 the fittings, loose plant and other effects, as in annexed inventory [not extant] at a sum to be agreed upon within ten days time, payable thus: £50 on 1906(1 Apr) and the balance in equal monthly instalments of £50, commencing 1905(1 May).
- ii. Party 2 to execute at the premises, forming parts one and two of the lease, all orders for steel castings and malleable iron castings from Party 1, and in priority to orders from other parties, during 1906(1 Feb) - 1927(1 Jan), at Sheffield prices.
- iii. Party 1 to obtain all steel castings required by them in their business as general engineers from Party 2.
- iv. Party 2 may not assign or part with this agreement without the consent of Party 1, though he may bring a partner into his business.
- v. Monies payable by Party 1 for steel and iron castings thus: 90% on the Friday following the week of the goods' delivery; balance on tenth day of the month following.
- vi. Party 2 may carry on at the premises in the lease, or within a fifty mile radius of such, the business of manufacturing, selling and repairing traction engines, agricultural engines, road locomotives, tramway locomotives, steam road rollers, steam ploughing engines, cement making mills and machinery, traction wagon trains and other road locomotion vehicles. The same to apply to any assignee or underlessee of the premises.
- vii. If lease wholly determined or in respect of part one of the premises, this agreement to end.

viii. If rents payable for the premises by Party 2 not duly paid, as specified in the lease, Party 1 has the option to offset the amount in respect of goods supplied to them by Party 2.
ix. Arbitration clause.

LETTER to the director of Cable Cultivating Contractors Ltd., from Lloyds Bank Ltd., Leeds **TR FOW/CO3/13** 1935(12 Apr)

Contents:

Acknowledging notification of appointment of Nicholas Geldard as a director of the company and of John Henry Bride as company secretary.

POWER OF ATTORNEY **TR FOW/CO3/14** 1929(19 Jun)

Language: Spanish

Contents:

Party 1: John Fowler & Co. (Leeds) Ltd.

Party 2: Edward Crown of Madrid.

To make an agreement, on the behalf of Party 1, with the Anglo-Spanish Industrial Association S.A. of Madrid for the partial manufacture and sale of steam, gasoline and diesel road rollers, together with spare parts and accessories, and to introduce mutually agreed modifications into such an agreement. Sworn before John A. Donnison of London, public notary. The power is succeeded by:

i. 1929(19 Jun). Certificate of registration of above power, Spanish Consulate, London, [in Spanish].

CORRESPONDENCE FILE between John Fowler & Co. (Leeds) Ltd., and Giovanni Bertellini, their Italian representative. **TR FOW/CO3/15** 1920(2 Jul) - 1927(7 Sep)

Letter of terms [copy] to Bertellini from C. H. Fowler. **TR FOW/CO3/15/i** 1920(2 Jul)

Three copies

Contents:

'We have come to the conclusion that the manner in which you have been conducting our business for the past year, is extremely unsatisfactory and in our opinion detrimental to our best interests'. However, 'we are willing to give you an opportunity of winning back the confidence of our customers and ourselves again'. Therefore offers new terms including remuneration solely on business done and orders obtained by a 10% commission, quotations to customer to be in sterling, gross prices are not to be increased, orders and business for spare parts to be kept distinct from those for new goods, all tackles to be visited and reported on at least annually, customer remittances to be sent immediately to the London office, customers' orders must not be cancelled or interfered with, Fowlers will supply necessary literature and pay for approved advertisements and Bertellini's business time is to be spent solely as Fowlers' representative. This arrangement to run 1920(30 Jun) - 1921(31 Dec), when subject to review. 'It is absolutely necessary that you should immediately take steps to destroy the competition and growing local business of Sig. Rocchi'.

Letter to Fowlers from Bertellini, London **TR FOW/CO3/15/ii** 1920(5 Jul)

Contents:

Accepting terms in above letter. [Original and copy]

Letter of agreement [Copy] to Bertellini, Bologna from Fowlers **TR FOW/CO3/15/iii** 1921(7 Sep)

Contents:

Offering new terms as the firm's representative. Namely payment of £500 per year for office and travelling expenses, 5% commission on orders obtained and all other terms as in TR FOW/CO3/15/i above. Arrangement to run 1921(1 Jan) - 1922(31 Dec), subject to termination thereafter by three months notice in writing by either party.
[Bertellini presumably signed the original].

DEED OF RECEIPT AND COMPROMISE **TR FOW/CO3/16** 1933(21 Oct)

Language: English and Italian

Contents:

By Giovanni Bertellini that he has received £850 from John Fowler & Co. (Leeds) Ltd., as full payment of the settlement for his services to the branches of the company, formerly claimed as £2, 733-12-11d in an appeal before the magistrative of labour. The claim was in respect of indemnity for dismissal as the company's representative during 1914 - 1932 (though not for services prior to that for John Fowler & Co., Magdeburg); for notice of dismissal; for reimbursement of rights not enjoyed during his service; and for work with Societa Anonima "La Penetrazione".

DECLARATION **TR FOW/CO3/16/1** 1933(21 Oct)

Language: English and Italian

Contents:

By Giovanni Bertellini, subsidiary to TR FOW/CO3/16 above, that he has revoked the instructions in his letters, 1933(22 Apr and 7 Oct) to John Fowler & Co. (Leeds) Ltd., relating to payment of indemnities, to have been payed via Charles Fowler. The figure is now settled as in above deed TR FOW/CO3/16 and direct payment has been made this date by cheque by Charles Fowler.

DEED OF RECEIPT AND COMPROMISE **TR FOW/CO3/17** 1934(15 Oct)

Language: English and Italian

Contents:

By Giovanni Bertellini in respect of differences between John Fowler & Co. (Leeds) Ltd., concerning the balances on the closure of the current account between them. The amount according to Bertellini's calculations was £630-8-10d to his credit, whereas Fowler's calculations were for £110-19-5d to his credit. The compromise amount herein agreed is £400 thereby settling any further claim in the matter and acknowledgment of the necessary cheque is also made.

ACCOUNT **TR FOW/CO3/17/1** 1932 - 1933

Language: Italian

Contents:

Relative to above deed TR FOW/CO3/17 comparing amounts to the credit of Bertellini as calculated by himself and as calculated by Fowlers.

RECEIPT **TR FOW/CO3/17/2** 1934(8 Oct)

Language: Italian

Contents:

To Giovanni Bertellini from Guiliamo Folena for 1,000 lire.

LETTER to Carlo Rimini, Rome, advocate from Soc. An. Impresa Macchinario Stradale Agricola, Rome **TR FOW/CO3/17/3** 1934(31 Oct)

Contents:

Acknowledging receipt of the key of the Fowler duplicate store in Rome, and noting contents to be as stated in sole contract.

LETTER [Copy] to John Fowler & Co. (Leeds) Ltd., from Carlo Rimini, Rome, advocate **TR FOW/CO3/4** 1934(31 Oct)

Contents:

Remitting TR FOW/CO3/17; TR FOW/CO3/17/1; TR FOW/CO3/17/2 above with comments.

DEED OF RECEIPT **TR FOW/CO3/18** 1935(2 Aug)

Language: Italian

Contents:

By Paolo Vesica of Naples for L.34, 681, 30, of which L.17, 340, 65 has been paid by Societa Anonima "La Penetrazione", Rome, and L.17, 340, 65 by John Fowler & Co. (Leeds) Ltd., as settlement of the amount due to him by the above societa for payment of legal expenses, by virtue of the sentence of the Tribunal of Rome, 1934(12 Jul) and of the Court of Appeal of Rome, 1935(14 Jul).

AGREEMENT **TR FOW/CO3/19** 1931(28 Apr/6 Jun)

Language: English and German

Contents:

Party 1: John Fowler & Co. (Leeds) Ltd.

Party 2: Gustav Adolf Weitzel, Dampfflug-und Dampfwalzenunternehmung, A.G., Eisleben, [Germany]

Concerning the provision of capital for Party 2 by Party 1. Terms include:

- i. Party 1 to place a credit to Party 2 of up to 120,000 gold marks, with a German bank at an interest of 1% above the German Reichsbank's discount rate and to last until 1937(31 May) provided the interest obligations are met.
- ii. As a security for the above loan, Party 2 mortgage to Party 1 twenty complete steam ploughing tackles and seven complete road rollers, as previously mortgaged to the Deutsche Bank and Diskonto-Gesellschaft, Erfurt. There is however a reserve of ownership on the last two steam ploughing sets purchased from Rheinmetall to be payed off, expiring 1935.
- iii. Party 2 to purchase from Party 1, prior to the autumn season 1931, two 18 NHP AAS steamploughing engines, with superheater, two watercarts and a transportable pump; two 150 HP diesel ploughing engines, with two new ropes. Total price 156,000 gold marks, payable by shares to the equivalent of 16,000 marks in Party 2, reckoned as 40,000 marks in terms of the purchase prices and the remaining 116,000 marks in nine acceptances, bearing 6% interest and payable at specified dates during 1932(15 Jun) - 1936(15 Jun).
- iv. So long as the loan is in force, Party 2 undertakes to buy Party 1's products at competitive prices.
- v. Gustav Adolf Weitzel, major shareholder in Party 2 undertakes that Party 1 may nominate a

member of the board of directors of Party 2 and either Party 1 or Weitzel may grant the other the right to purchase the other's shares in the event of disposal being desired. Weitzel will not take an interest in a competing firm without Party 1's consent, while this agreement is in force.

vi. No further credits to be undertaken by Party 2 without Party 1's consent.

vii. Legal and other costs to be borne by Party 2.

viii. Agreement to take effect from 1931(1 Jun)

The agreement is followed by:

i. 1931(21 May). Declaration by John Alfred Donnison of London, public notary, as to the validity of the signatures of Party 1 on the above. Party 2 signed 1931(6 Jun) and this is followed by:

ii. 1931(8 Jun). Declaration by Michael Zahn, public notary as to the validity of the signatures in respect of Party 2 on the above.

In German. There are two typescript German copies of the agreement proper, together with an English translation

SUPPLEMENTAL AGREEMENT to TR FOW/CO3/19. **TR FOW/CO3/19/1** 1931(21 May/6 Jun)

Language: English and German

Contents:

Terms include:

i. Credit now to be conditional on Party 2 placing at Party 1's disposal quarterly acceptances for the 120,000 marks. Party 1 will then immediately remit the value of such to Party 2 at a designated German bank. These acceptances will be extended or renewed by Party 1 so that 120,000 marks still remains on credit as at 1937(31 May), but provided that Party 2 duly pay 1% interest on the acceptances to Party 1 and also the German bill stamp duty (the interest being deducted from Party 1's remittances to Party 2) and Party 2's losses are less than half their present share capital. This replaces clause i of the above agreement.

ii. Both parties may now withdraw by giving three months notice 'in the event of political upheavals occurring in either England or Germany which make the orderly course of business impossible'.

The agreement is followed by:

i. 1931(21 May). Declaration by John Alfred Donnison of London, public notary, as to the validity of the signatures of Party 1 on the above.

Party 2 signed 1931(6 Jun) and this is followed by:

ii. 1931(8 Jun). Declaration by Michael Zahn, public notary, as to the validity of the signatures of Party 2 on the above.

In German. There are two typescript German copies of the agreement proper, together with an English translation

SPECIFICATION AND ESTIMATE **TR FOW/CO3/19/2** 1931(29 May)

Language: German

Contents:

[Copy] for a 4/5/6 furrow, slanting frame, anti-balance plough for G. A. Weitzel A.G., Eisleben. John Fowler & Co. (Leeds) Ltd. [In German]. Attached is:

i. 1931(28 Apr). Order [Copy] for two 18 NHP AAS steam ploughing engines, Nos. 18012/18013 with superheater, two water carts and a portable pump; two 150 HP diesel ploughing engines, Nos. 18217/18218 with two new ropes, from John Fowler & Co. (Leeds) Ltd. Also includes details of rates of payment with interest. G. A. Weitzel A.G. Eisleben.

LETTER OF RELEASE **TR FOW/CO3/19/3** 1931(10 Jun)

Language: German

Contents:

To John Fowler & Co., G.m.b.H., Magdeburg from Deutsche Bank und Disconto-Gesellschaft Filiale Erfurt for RM.16,000 in respect of Gustav Adolf Weitzel A.G., Eisleben, through Hermann Brauns, Weimar.

RECEIPT **TR FOW/CO3/19/4** 1931(10 Aug)

Contents:

To John Fowler & Co. (Leeds) Ltd., by Westminster Bank Ltd., London E.C.3., for 800 shares, nos 7191-7990 in G. A. Weitzel A.G.

LIST **TR FOW/CO3/19/5** 1933(1 Nov) - 1936(15 Dec)

Three copies

Contents:

Of acceptances outstanding in respect of four ploughing engines, as in above order, TR FOW/CO3/19/2 i. by G. A. Weitzel A.G.

AGREEMENT **TR FOW/CO3/20** 1931(19/24 Jun)

Original and two copies

Language: German

Contents:

Party 1: Gustav Adolf Weitzel, Dampfpflug-und Dampfwalzenunternehmung A.G., Eisleben
Party 2: John Fowler & Co. (Leeds) Ltd., London. [Germany] Transferring eighteen steam ploughing sets and seven road rollers to Party 2 as a security for the loan as in TR FOW/CO3/19 above, of 120,000 gold marks. The machinery, excepting one ploughing set, was previously mortgaged to the Deutsche Bank and Diskonto-Gesellschaft, Erfurt. A reserve ownership on two further steam ploughing sets remains with their manufacturer, Rheinmetall, and this will pass to Party 2 on its expiry in 1935 and a further agreement is to be then made for that transfer. The machinery is listed in the schedule; the eighteen steam ploughing sets comprise ten Fowlers (4635/36 - 1913; 7614/15 - 1896; 8480/81 - 1899; 10750/51 - 1906; 10476/77 - 1906; 11198/99 - 1907; 11196/97 - 1907; 13495/96 - 1912; 13717318- 1913; 13266/67 - 1912), seven Rheinmetall and one Heilbronn; the seven steam road rollers comprise six Fowlers (5189, 5629, 6172, 6144, 6146, 5926) and one Rheinmetall.

LETTER [Copy] to John Fowler & Co. (Leeds) Ltd., London from John Fowler & Co., G.m.b.H., Magdeburg **TR FOW/CO3/20/1** 1931(27 Jun)

Contents:

Remitting above agreement TR FOW/CO3/20, with various comments.

CORRESPONDENCE FILE **TR FOW/CO3/21** 1931(Jul)

Contents:

Concerning the release of seventeen sets of steam ploughs and seven sets of road rollers to Gustav Adolf Weitzel, Dampfpflug und Dampfwalzenunternehmung A.G., Eisleben, by Deutsche Bank und Disconto-Gesellschaft, Erfurt, to whom they were assigned by a protokol, 1930(25 Apr)

as a pledge. Release to be effective from 1931(11 Jul), in accord with above agreement, TR FOW/CO3/20.

[Two original letters in German with English translations, and translation into English from German only of a third letter]

NOTICE OF SURRENDER **TR FOW/CO3/22** 1935(25 Feb)

Language: English and German

Contents:

By Gustav Adolf Weitzel Dampfpflug und Dampfwalzenunternehmung A.G., Eisleben of two super-heated steam ploughing engines, Nos. 18012/13, built 1931; two water carts and one portable pump, purchased from John Fowler & Co. (Leeds) Ltd. Ownership is to revert to Hermann Brauns, Geheimar Kommerzienrat, Weimar.

Affixed is:

i. 1935(26 Feb). Letter to Fowlers from Brauns noting above surrender of rights in Fowler machinery to him.

CORRESPONDENCE FILE between Moritz Zdekauer, Prague and John Fowler & Co. (Leeds) Ltd. **TR FOW/CO3/23** 1928(5-25 Oct)

Language: English and German

Contents:

Concerning account 'John Fowler & Co., Kontoseparato' with Zdekauer. This is to now revert to the style of John Fowler & Co. (Leeds) Ltd., as pre-first world war 'in view of prospective extensions of business'.

CORRESPONDENCE FILE between Anglo-Czechoslovakian Bank, Prague and John Fowler & Co. (Leeds) Ltd. **TR FOW/CO3/24** 1929(19 Oct) - 1932(13 May)

Contents:

Concerning two accounts which were opened in 1929(Oct) by John Fowler & Co. (Leeds) Ltd., in respect of John Fowler & Co., Prague: a main account, operated from London and an office expenses account operated from Prague. Interest on both accounts at 4%, overdrafts at 7¾% and statements to be quarterly.

[Original and copy correspondence]

CORRESPONDENCE FILE between Anglo-Czechoslovak and Prague Credit Bank, London and John Fowler & Co. (Leeds) Ltd. **TR FOW/CO3/25** 1934(10 Apr - 7 May)

Contents:

Concerning new Prague account and difficulties over exercising any veto on the inland transactions of John Fowler & Co., Prague, due to exchange regulations.

[Original and copy correspondence]

CORRESPONDENCE FILE between Mercurbank, Vienna and John Fowler & Co. (Leeds) Ltd. **TR FOW/CO3/26** 1929(30 Oct) - 1932(19 May)

Language: English and German

Contents:

Concerning transfer of the account of John Fowler & Co., Prague to the name of John Fowler & Co. (Leeds) Ltd.

LETTER to John Fowler & Co. (Leeds) Ltd., from Mercurbank, Vienna. **TR FOW/CO3/27** 1931(22 Aug)

Language: English and German

Contents:

Advising their resumption of business as from 1931(25 Aug). 'Compelled by the circumstances (meantime overcome) relating to our German parent institution, we closed our Bank for a time'. Affixed are two mounted press cuttings concerning the bank's temporary closure.

CONTRACT **TR FOW/CO3/28** 1921(12 Nov, 15 Dec, 20 Dec)

Language: English and German

Contents:

Party 1: George Turner jnr., sole owner and proprietor as from 1921(1 Jan) of the steam plough hire firm, previously in the names of John Egan and Friedrich Planer, and now styled 'George Turner Jr., formerly Egan-Planer steam plough hire'. [Czechoslovakia]

Party 2: John Fowler & Co., [Prague]; George Turner snr., Ernst Wolff; Wilhelm Richter; Hubert Scott; Tom Lamb; heirs of Richard Toepffer.

Whereby Party 2 buy an interest in Party 1's firm as sleeping partners, from 1921(1 Jan) with the following shares: John Fowler & Co., - 20%; heirs of Richard Toepffer - 15%; George Turner snr., - 15%; Ernst Wolff - 15%; Wilhelm Richter - 10%; Hubert Scott - 9%; Tom Lamb - 4%. The amounts of capital were paid in the form of their previous shares in Egan-Planner steam plough hire. Terms include:

- i. Party 2 to share profits and losses in proportion to amounts of capital invested.
- ii. Party 1 and Party 2, except John Fowler & Co., transfer management of the business, including accounting to John Fowler & Co. George Turner, jnr., is then to run the foreign business, assisted by Wilhelm Richter. Fowlers may appoint a person to run the home business if Turner's commitments in foreign business become too great to do this also. Fowlers to receive 40,000 Czechoslovakian crowns per year for internal running of the business, payable quarterly in arrears; to receive 7½% of annual surplus remaining after deduction of 5% interest on partners' capital and before any deduction for reserves. Any annual loss to be carried over to the following year. Fowlers to pay management and accounting salaries but to receive expenses for travelling etc., outside Prague.
- iii. Ernst Wolff to be chairman, though Fowlers have right to supervise all business proceedings. He is to receive no payment.
- iv. Disposal of steam ploughs to be decided by majority or at least 51% of interested parties. Employment of new machines to be decided by a majority of at least 76%. For voting each partner has one vote for each 1% of his share in the business.
- v. No partner may hold an interest in a similar firm operating in the former territory of Austria without the consent of John Fowler & Co., and Ernst Wolff
- vi. Contract to remain in force should one or more partners die, their places being taken by the successors to their interest.
- vii. Contract to last to 1922(31 Dec), renewable automatically for one year periods, unless six months written notice given to terminate. This is due to the uncertainty of the present situation. Provisions for liquidation and distribution of joint capital on termination, including auction amongst partners of outstanding claims and all other assets.
- viii. Arbitration clause.

The parties signed at three different dates.

CORRESPONDENCE FILE between Pester Ungarische Commercial Bank, Budapest and John Fowler & Co. (Leeds) Ltd **TR FOW/CO3/29** 1928(27 Dec) - 1931(5 Feb)
Language: English and German

Contents:

Concerning the opening of an account in the name of John Fowler & Co. (Leeds) Ltd., in respect of John Fowler & Co., Budapest, in 1928 and the closure of the same in 1931(Jan).

CORRESPONDENCE FILE to John Fowler & Co., Budapest from John Fowler & Co. (Leeds) Ltd **TR FOW/CO3/30** 1930(21 Aug)

Two copy letters

Contents:

Concerning changes in banking arrangements in Budapest. The office account with Pester Ungarische Commercial Bank is to be closed, there are to be two 'London' accounts, one with 'Postsparcassa', the other with 'Escompte' Bank, and one office expenses account with 'Escompte'. 'This certainly meets with our approval'.

CORRESPONDENCE FILE between The Innerstaedter Filiale der Ung, Escompte und Wechlersbank, Budapest and John Fowler & Co. (Leeds) Ltd. **TR FOW/CO3/31** 1930(21 Aug) - 1932(13 May)
Language: English and German

Contents:

Concerning the opening of an account in the name of John Fowler & Co. (Leeds) Ltd., in respect of John Fowler & Co., Budapest.

CORRESPONDENCE FILE concerning The Innerstaedter Filiale der Ung, Escompte und Wechlersbank, Budapest **TR FOW/CO3/32** 1931(Sep)

To John Fowler & Co. (Leeds) Ltd., from John Fowler & Co., Budapest. **TR FOW/CO3/32/i** 1931
3 Sep

Contents:

Have been informed by the 'Escompte' Bank that the National Bank will not give them permission to credit money to Fowlers' 'London Income' account. 'It is therefore necessary for us to open a new account at this bank and conceal the fact that it belongs to a foreign firm, namely 'John Fowler & Co., Budapest, Separate Account'.

To John Fowler & Co., Budapest from John Fowler & Co. (Leeds) Ltd. **TR FOW/CO3/32/ii** 1931
7 Sep

Contents:

In reply to above. It 'introduces something entirely new, and as we regard it, preposterous... It amounts in principle to confiscation at least temporary. We never heard of such a thing in our experience'.

To 'Escompte' Bank from John Fowler & Co. (Leeds) Ltd. **TR FOW/CO3/32/iii** 1931 7 Sep

Contents:

Changing style of bank account as suggested in TR FOW/CO3/32/i.

LETTER [Copy] to M. Kir Postatakarekpenztar, Budapest from John Fowler & Co. (Leeds) Ltd **TR FOW/CO3/33** 1930(16 Sep)

Contents:

Concerning transfers to Fowler's bank account with them by means of the firm signature 'John Fowler & Co.' [Budapest] in accord with instructions enclosed.

VOLUME OF LITIGATION **TR FOW/CO3/34** 1924(8 Jan - 29 Sep)

Bound Volume

Contents:

The Anglo-Hungarian Mixed Arbitral Tribunal, Claim 1924 H/1.

Claimants: John Fowler & Co. (Leeds) Ltd.

Respondents: The Hungarian Government; Leszamitolo es Penzvalto Bank; Anglo-Austrian Bank; Pester Ungarische Commercial Escompte Bank; Ungarische Landes Zentral Sparkasse; Hungarian Post Office Bank.

In respect of the branch business John Fowler & Co., Budapest. During the Great War on 1915(26 Jun) the business was placed under supervision by the Hungarian Government, by a decree of the Royal Hungarian Ministry, 1914(20 Oct) and remained so until 1919(13 Oct). There was then a Communist supervisor during 1919(1 Mar - 2 Aug). Both supervisors were paid Kr.13,600 all told out of the branch's assets. During 1919 the Communist authorities issued 'white' money, which amounted to Kr.28,775 held by the branch on 1919(15 Aug), at which date the Hungarian Government devalued it by 80%. During 1920(8 - 18 Mar), the Hungarian Government sequestrated 50% of all unstamped Austro-Hungarian notes and then issued a 4% compulsory loan in respect of sequestration and the branch therefore lost Kr. 82, 168.99 credit. The Hungarian Government prevented the branch remitting all surplus balances to the claimant during the war which would have amounted to Kr. 2,865,770.00 after deduction of expenses. Of this amount, Kr. 1,049, 145 was invested in Hungarian Treasury Bills and the remainder credited between the respondent banks. The claimants were also in receipt of debtors acceptances during the war and the amounts so paid were into two of the respondent banks. Amounts claimed under the Treaty of Trianon are:

Fees and expenses of government supervisors £ 561- 3- Od

"White" money 946- 6- 6d

Unstamped notes 3,390- 7- 4d

Surplus balances 118,244- 6-11d

Acceptances 99,220- 2- 3d

Loss of use and benefit of the above five sums 96,711-14- 8d

Claim. **TR FOW/CO3/34/i** 1924(8 Jan)

Contents:

Includes three exhibits. There are also typescript alterations, including the addition of Alfred Fowler, Amy Isabel Fowler and George Turner to the claimants and the deletion of the respondent banks. Pp 13

Answer [Copy] **TR FOW/CO3/34/ii** 1924(19 May)

Contents:

By the Hungarian Government to above claim. Pp 23 There is a separate annexe of eight enclosures to go with the answer. Pp 13 [This is to TR FOW/CO3/34/i above in its unaltered form]

Answer [Copy] **TR FOW/CO3/34/iii** 1924(13 Sep)

Contents:

By the Hungarian Government to an amendment by the claimants, delivered 1924(29 Jul). Pp 3 [This is to TR FOW/CO3/34/i above in its altered form]

Answer [Copy] **TR FOW/CO3/34/iv** 1924(3 Jun)

Contents:

By the Magyar Leszámító és Pénzértékelő Bank to above claim in its unaltered form. Pp 3

Answer [Copy] **TR FOW/CO3/34/v** [1924(Jun)]

Contents:

By the Hungarian Commercial Bank of Pest to above claim in its unaltered form. Pp 6 Attached is a copy letter 1924(13 Jun) to the claimants' solicitors from the claimants providing alterations to figures involved in associated annexe. The annexe is separate from the answer, being a copy of the bank account statements.

Answer [Copy] **TR FOW/CO3/34/vi** 1924(10 May)

Contents:

By the Ungarische Landes Zentral Sparkasse to above claim in its unaltered form. Pp 4 There is a separate annexe, being a copy of the relevant bank account statement.

Answer [Copy] **TR FOW/CO3/34/vii** 1924(6 Jun)

Contents:

By the Hungarian Post Office Savings Bank to above claim in its unaltered form. Pp 8 There are annexes of three items.

Answer [Copy] **TR FOW/CO3/34/viii** 1924(29 Sep)

Contents:

By the Royal Hungarian Postal Savings Bank to above claim in its altered form. Pp 2

Replication by the claimants **TR FOW/CO3/34/ix** 1924(29 Jul)

Contents:

To the answer ii. above by the Hungarian Government whereby alterations to the original claim may be made. Pp 1

FINANCIAL STATEMENT **TR FOW/CO3/34/1** [1924]

Contents:

Of claim by John Fowler & Co. (Leeds) Ltd., in above litigation.
Auditors: Price Waterhouse & Co., London. Contains the principal claim with the following seven schedules:

1. Unauthorised investments at Budapest.
2. Unauthorised payments made at Budapest, with sanction and under control of government officials.
3. Hungarian Post Office, Budapest.
4. Summarised statement of pre-war debtors, now nationals of new Hungary.
- 4a. Pre-war debts due from hire companies.
5. Acceptances held in London and payable in Budapest.
6. Acceptors not of Hungarian nationality.
7. Interest on investments.

POWER OF ATTORNEY **TR FOW/CO3/35** 1930(30 Dec)

Language: Polish

Contents:

Party 1: John Fowler & Co. (Leeds) Ltd., registered office, 113 Cannon Street, London.

Party 2: George Edward Greaves, manager of Becos Traders Ltd., Krolewska 29a, Warsaw, Republic of Poland.

To be Fowlers' legal representative in negotiating a contract with the Municipality of Warsaw for the supply of gully emptiers and other Fowler machinery, including terms of delivery. To also fulfil and execute all written agreements between Fowlers and the Municipality of Warsaw. The power is succeeded by:

- i. 1930(30 Dec). Declaration of John Alfred Donnison of London, public notary, as to his presence at and the validity of the signatures of the above power.
- ii. 1930(30 Dec). Certificate of authenticity of TR FOW/CO3/35 i. above. Consulate of the Republic of Poland, London.

POWER OF ATTORNEY **TR FOW/CO3/36** 1928(23 May)

Language: Lithuanian

Contents:

Party 1: John Fowler & Co. (Leeds) Ltd., registered office, 113 Cannon St., London

Party 2: Bruno A. Meyer of Riga, Latvia.

To be the firm's legal representative in negotiations with the Board of public works in Riga, for the supply of Fowler road rollers. To deliver specifications, estimates and tenders for rollers and to enter into contracts for their supply and delivery. To arrange for all payments to Fowlers to be made through a bank in Riga and fulfil and execute all written agreements between Fowlers and the Latvian Government. The power is succeeded by

- i. 1928(23 May). Declaration by John Alfred Donnison of London, public notary, as to his presence at and the validity of the signatures of the above power.
- ii. 1928(24 May). Certificate of authenticity of TR FOW/CO3/36 i. above. Consulate of the Republic of Latvia, London.

POWER OF ATTORNEY **TR FOW/CO3/37** 1928(24 Sep)

Contents:

As TR FOW/CO3/36 above, except that the financial arrangements are now not via a bank, but via the attorney who is to receive the payments and provide receipts. There is an identical notary's declaration afterwards, 1928(24 Sep), followed by the certificate of the Latvian consulate, 1928(25 Sep).

POWER OF ATTORNEY **TR FOW/CO3/38** 1873(7 May)

Language: French

Contents:

Party 1: Robert Fowler of the Steam Plough and Locomotive Works, Leeds, senior partner in and on the behalf of the firm John Fowler & Co., of the same, engineers and manufacturers of Fowlers' patent steam ploughing locomotive engines, patent clip drum and other machinery

Party 2: Ladaslas de Klupffel, of Saint Petersburg.

To arrange all matters connected with the clearing of the Russian custom house of certain steam plough engines with their associated machinery, which John Fowler & Co., are about to forward to Russia for experiments in the Government of Samara on the lands of the Imperial Apparages. To forward the engines and tackle to Samara and receive and pay all sums of money in respect of the Imperial Department of Apparages, and to Russian land owners for transport expenses of the machinery and of the workmen in charge, from London to Samara. The power is succeeded by:

i. 1873(7 May). Declaration by John Alfred Donnison of London, public notary, as to his presence at and the validity of the signatures of the above power.

ii. 1873(7 May/8 Apr). Certificate of authenticity of TR FOW/CO3/38 i. above. Russian consulate, London.

LETTER to [Robert] Fowler from Frederick Power, Grand Hotel, Paris **TR FOW/CO3/39** 1888(6 Apr)

Contents:

Explains his recent involvement with the pipe line scheme since Fowler was last in Paris, and in accordance with Fowler's desire to get hold of the machinery contract for the undertaking, remits his estimate based upon actual tenders. 'Take the concession all round, I can honestly say that I have never seen its like, its a liberty to coin money... The finance I consider rather a matter of good credit than of large outlay.' Discusses relation of contracts to financing the scheme. Thus an advantage for Fowlers securing contracts, if linked with English finance. Warns 'several large houses both here and in Belgium and in Amsterdam are making very specious offers.' Wants legal advice as to advantage of registering the scheme in London. Estimates 1,000,000 tons of freight per year involved. Suggests a minimum of 12-17% return on the shares and 6% on the bonds. Discusses petroleum trade and advantage of absence of competition to the scheme, 'a great manufacturing, shipping and commercial undertaking ...' Was ever so good a business seen... you can pick no hole in it.' Speaks of experience of the American engineer involved. 'I am solely acting in my friends interest.'

NOTES **TR FOW/CO3/39/1** 1888(Apr)

Contents:

Including financial calculations and contract details by Frederick Power, enclosed with above letter.

PRO FORMA INVOICE **TR FOW/CO3/39/2** 1888(7 Apr)

Contents:

For four compound horizontal steam engines each with two double acting pumps and seven locomotive multitubular boilers, as might be supplied in connection with above pipe line scheme. John Fowler & Co. (Leeds) Ltd. Compiled as a result of above letter TR FOW/CO3/39 from Power.

LETTER to [Robert] Fowler from Frederick Power, Grand Hotel, Paris **TR FOW/CO3/40** 1888(8 Apr)

Contents:

Suggests means of providing capital for the scheme and amount of underwriting advisable, including Belgian participation. 'What I said about your taking the lump contract in my other letter, I fully meant... it is but really a manufacturing contract after all'.

PARTICULARS **TR FOW/CO3/40/1** 1888(*Apr*)

Language: French

Contents:

Of machinery required for each pumping station on the pipe line. Compiled by 'Bary' and remitted with above letter.

NOTES **TR FOW/CO3/41** 1888(*1 Jun*)

Contents:

Including statistical and commercial data, concerning the petroleum industry of America and Russia and the projected Baku-Batoum oil pipe line. Compiler not indicated.

FINANCIAL NOTES **TR FOW/CO3/42** 1888(*Jun*)

Contents:

On the projected working of the Baku-Bantoum Pipe-Line Syndicate Ltd., including details of shares, expenditure, division of capital and securities. Compiled by C. W. Bader.

LETTER to Robert Fowler from C. W. Bader **TR FOW/CO3/42/1** 1888(*15 Jun*)

Contents:

Remitting above notes, TR FOW/CO3/42. Comments also that the notes on the American and Russian petroleum industry, TR FOW/CO3/41 were handed over to Fowler by Bader's father.

LETTER to Robert Fowler from Frederick Power, Hyde Park Gardens, London **TR FOW/CO3/43** 1888(*22 Jun*)

Contents:

Commenting on above financial notes, TR FOW/CO3/42, for the pipe line scheme 'a very clever one, the real brunt of it lies on the Belgian shoulders, and the whole matter becomes one of credit... The clauses in the project, making it a "sine qua non" that the government undertake to advance on the bonds, render the finance absolutely safe.' Wonders if Ilimoff can get the ministers sanction on the advance on the bonds in St. Petersburg. 'The proper Anglo-Belgian company should be formed at some time to give Ilimoff a back-bone.' Discusses question of capital division and the need to subscribe well. Says he will stand in with Fowler to provide half the capital, if they divide between them half the net profits from the engine contract.

PROJECTED CONSTITUTION **TR FOW/CO3/44** 1888(*Jul*)

Language: French

Contents:

'D'une Société Anglo-Belge pour l'exécution de l'Enterprise des travaux de la Conduite de Naphte de la Mer Caspienne à la Mer Noire'. Annotated with modifications by I. P. Ilimoff.

COPY LETTER to Baron [Sadoine Liege] from I. P. Illimoff, St. Petersburg **TR**

FOW/CO3/44/1 1888(11 Jul/29 Jun)

Language: French

Contents:

Remitting above constitution with his modifications and noting the unanimous decision of the Russian council of ministers to prolong the remittance of the caution money for the pipe line project. 'La Minister [des Domaines] a eu la bienveillance de faire changer la présentation au comité des ministers, et je suis très content que la question a été décidée à l'unanimité.' Discusses possibility of banking with 'Le Credit Lyonnais' but 'aujourd'hui les Banques sont fermées a course de fête'.

PROSPECTUS **TR FOW/CO3/45** [1888]

Contents:

For the issue of 14,000 shares of £100 each. The Baku-Batoum Pipe-Line Syndicate Ltd. 'Private Circulation only'. Pp 2

[William Fowler was one of the directors]

NOTES **TR FOW/CO3/45/1** [1888]

Contents:

In the matter of the pipe line for conveying petroleum from Baku in the Caspian to Batoum in the Black sea. To accompany above prospectus, TR FOW/CO3/45. Includes various financial calculations. Pp 4

AGREEMENT **TR FOW/CO3/46** 1889 (23 Jan)

Two copies in different MSS forms

Contents:

[Copy]

Party 1: I. P. Illimoff of St. Petersburg

Party 2: 'The several subscribers hereto' [none are indicated]

In respect of the concession granted by the Russian Imperial Government to Party 1 to lay down an oil pipe line from Baku to Batoum [and embodied in a Russian company 'Société de las Conduite de Napthe de la Mer Caspienne a la Mer Noire']. An English syndicate is being formed to execute this concession and Party 1 therefore intends to apply to the Russian Government to have the concession modified thus:

- i. Right to import pipes and reservoirs from abroad for the line between Batoum and Michaeloff, subject to import duty.
- ii. The Société may open the line for working between Batoum and Michaeloff as soon as complete, including the transport of crude oil and its general products. If other similar sections shall be completed before the whole, i.e. Michaeloff to Tiflis or Tiflis towards the Apscheron peninsular, the same terms to apply.
- iii. If in any year during the period of fifteen years from the opening of the pipe line in its entirety, the income of the undertaking won't pay the interest and redemption on the bonds, the Government will remit the amount to the Société, providing it does not exceed 3% of the nominal capital of the Société's obligations, or £66,500 per year (420,000 metal roubles).

The Earl of Kilmorey, now in St. Petersburg, is to assist in the application for the modifications and if they are granted £85,000 (1,000,000 paper roubles) will be required as caution money. The

undersigned subscribers will provide this amount with the necessary guarantees. The money is to be held on credit at a St. Petersburg bank, and only transferred into the Imperial Treasury by Kilmorey if the modifications are granted within three months. Party 1 will reimburse the entire caution money to Party 2, with 6% per year interest and a bonus of 20% from the monies received from the companies executing the concession.

STATEMENT **TR FOW/CO3/47** 1889 (28 Jan)

Contents:

[Copy] by ten signees of caution money provided by them, namely 1,000,000 paper roubles, not exceeding £90,000 for carrying out a concession for the construction of a pipe line to convey oil from Baku to Batoum after the above agreement, TR FOW/CO3/46, with I. P. Ilimoff of St. Petersburg, the concessionaire. Banking to be via Credit Lyonnais, St. Petersburg. The signees are: Frederick Power, £10,000; J. & P. Higson, £5,000; R. H. Fowler, £8,500; John Russell & Co., Ltd., £25,000; A. W. Harrison, £1,500; Alfred Suart, £10,000; W. Latham Bright, £5,000; Baron Sadoine Liege, £10,000; William Fowler, £10,000; J. Shaw Stewart, £5,000.

POWER OF ATTORNEY **TR FOW/CO3/48** 1913 (5 Nov)

Four copies of the power and five of the declarations

Contents:

[Copy]

Party 1: John Fowler & Co. (Manila) Ltd.

Party 2: J. J. Newcombe, a resident of Manila, Philippine Islands.

To establish, supervise, control and carry on the business of the company in the Phillipine Islands.

Includes rights:

- i. To make and file all documents to enable company to carry on business, and any subsequent company documents.
- ii. To open an office and agency of the company in Manila and acquire suitable premises.
- iii. To act as company's agent for sale of goods.
- iv. To appoint and employ clerks and servants of the company.
- v. To endorse company cheques and bills and warrants and pay the same into bank account.
- vi. To demand and receive payment and delivery of receipts for money and property owing or belonging to company. To settle all accounts and claims by or for the company, including prosecution or defence at law.
- vii. To accept service of summons against the company in legal proceedings and appear as its representative before any government authority.
- viii. To act as company's representative for any bankruptcy or insolvency.
- ix. To prosecute anyone committing a criminal offence against the company.
- x. To confirm title of the company to any property.

The power is succeeded by:

- i. 1913 (5 Nov). Declaration [Copy] by John Alfred Donnison of London, public notary, as to his presence at and the validity of the signatures of the above power.
- ii. 1913 (6 Nov). Certificate [Copy] of authenticity of i. above. Consulate of the United States of America, London.

POWER OF ATTORNEY **TR FOW/CO3/49** 1925 (23 Feb)

Language: Dutch

Contents:

Party 1: John Fowler & Co. (Leeds) Ltd., registered office, 113 Cannon St., London

Party 2: Denis Edward Pelly of Witham Lodge, Witham, Essex.

To be the firm's attorney in the Dutch East Indies and all countries and places outside the British Isles and Europe. That is: To carry out his duties as the company's traveller, submitting estimates and obtaining orders for the supply of the company's goods. To obtain delivery to him of letters and parcels addressed to the company, giving receipts for the same. To obtain delivery to him of all goods, machinery and parts consigned to the company, giving receipts for the same. To deal with cases of alleged infringements by the company of patents and patent rights, or of the company's own patents and patent rights. To insure all or any of the company's property as he may think fit. The power is succeeded by:

- i. 1925 (23 Feb). Declaration by John Alfred Donnison of London, public notary, as to his presence at and the validity of the signatures of the above power.
- ii. 1925 (23 Feb). Certificate of authenticity of i. above. Consulate of the Netherlands, London.

POWER OF ATTORNEY **TR FOW/CO3/50** 1930 (12 Jun)

Language: Dutch

Contents:

Party 1: Charles Henry Fowler of Leeds as 'Commissaris' in the Dutch limited company, N. V. Maatschappij voor Machinale Asfaltatie en Wegenbouw, established in Soerabaia, Java

Party 2: McAuliffe, Davis & Hope of Soerabaia, chartered accountants.

To do everything that Party 1 could do as 'Commissaris' in the said company. The power is succeeded by:

- i. 1930 (12 Jun). Declaration by John Alfred Donnison of London, public notary as to his presence at and the validity of the signature of the above power.
- ii. 1930 (13 Jun). Certificate of authenticity of i. above. Consulate of the Netherlands, London.

PARTICULARS **TR FOW/CO3/51** 1907 (Feb)

Contents:

[Draft] of The Abyssinian Development Syndicate Ltd. Includes details of capital and shares and of the various commercial and economic transactions and events leading to the syndicate's formation. Also includes details of the four main proposed areas of the syndicate's activities:

- i. Coal and light railways concession granted by Emperor Menelik.
- ii. Traction engine transport operations.
- iii. General trading operations.
- iv. Navigation and trading on the Juba River.

Affixed is:

- i. 1907 (26 Feb). Letter [Copy] to R. H. Fowler, London from L. Marx, London remitting above, 'let me know whether you approve of it'.

LETTER to R. H. Fowler, London from C. P. Goode **TR FOW/CO3/51/1** 1907 (12 Mar)

Contents:

Enclosing copy of cable received that day from Walker in Abyssinia. Says Marx is pleased with the cable and the syndicate must be quickly assembled, with a working capital of £60,000, of which £20,000 will be for the transport side. Lenders are willing to underwrite £10,000 for payment in shares. Goode suggests Fowler underwrites £5,000. Need to hurry as Mr. Perducchi, an Italian officer, who has spent ten years in Abyssinia will need to be secured for the venture. Walker suggests Fowlers supply eight trains consisting of Ursular engines and six ton wagons for which Goode supplies a costing. Indicates probably further traction orders as well as orders for light

railway lines and rolling stock. Goode also provides calculations on estimated quantity of transport business. The first matter to be settled is finance, and Lenders are unwilling to move here until they hear from Fowler. [Original and copy]

Affixed is:

i. 1907 (11 Mar). CABLE [Copy] to Fowlers, London from Abyssinia. In code with translation. 'Consider regular transport practicable, profitable with eight not six engines provided they run in sections of two and that there is enough freight to allow twenty five tons per trip. Calculate eighteen journeys yearly and freight at the rate of 161b per ton up, 101b down. Type Ursular. Actual working cost per journey with two engines about £80 each way. Time twenty two days. Writing fully. Walker'.

AGREEMENT **TR FOW/CO3/52** 1904[Mar]

Original and two copies

Contents:

Party 1: The Vereeniging Estates Ltd., represented by Edgar John Stanley Bolton of Johannesburg, a director of the same

Party 2: John Fowler & Co. (Leeds) Ltd., of Leeds, represented by William Alexander McLaren, at present of Johannesburg, by virtue of a power of attorney.

That Party 2 has the right to plough and cultivate so much of three farms, namely Vyffontein No. 3, Leeuwkuil No. 187 and Klipfontein No. 562, all in the District of Heidelberg, Transvaal Colony, as within limits pointed out by Ignaas Kok, estates manager of Party 1. Terms include:

i. Party 1 will give Party 2 the use of the whole steam ploughing plant in working order and repair, which has been inspected by McLaren, but retaining rights of repair at their own cost. Party 2 can also use Party 1's stock of spare parts free of charge.

ii. Party 1 to supply coal to work the plant at 10/6d per short ton, of quality equal to the best steam coal as supplied from the Central Mine to the Railway Department and delivered in quantities of two tons minimum. Payment by Party 2 to be quarterly.

iii. Party 1 to supply lubricating oil at cost price to Party 2; to supply eight trek oxen for carting water for the plant, two trek oxen for other work, and natives, not exceeding twenty, save during harvest time. Animals to be free of charge. Natives to be paid by Party 2.

iv. Party 1 to give Party 2 use of mealie shelter and portable steam engine.

v. Party 2 to keep steam plant in good working order and plough and cultivate land in a fit and proper manner, providing own seed; to take precautions against grass fires. Party 2 has no rights to depasture stock or sub-let rights of this agreement.

vi. Party 2 to receive one half of all crops grown on land ploughed and cultivated by them, and a further 10% if harvested by them. Crops to remain the property of Party 1 until harvested.

vii. Party 2 may use artificial fertilisers, having notified Party 1. Party 1's maximum share of produce from such ground then not to exceed three muid sacks per acre of grain.

viii. Agreement cancelled should Party 2 cease work on the land for thirty consecutive days between 1 Mar and 31 Jul in any year, with no rights of compensation for crops to Party 2. This will not apply if due to severe drought or machinery default, not due to Party 2.

ix. Agreement to last two years from 1904(1 Mar), with the option for a three year continuation for Party 2, on giving notice prior to four calendar months before the end of the two years.

The agreement is not dated, but is signed. The date of receipt stamped on by Party 2 is 1904(5 Apr).

AGREEMENT **TR FOW/CO3/53** 1911(22 May)

Two remitted letters are affixed

Contents:

Party 1: John Fowler & Co. (Leeds) Ltd.

Party 2: William Alexander McLaren of Johannesburg, Transvaal.

Providing for the continuance of Party 2 as manager of the Farm Branch of Party 1 in South Africa. This is both agricultural and stock farming in accord with an agreement of 1909(15 May) with The Vereeniging Estates Ltd., in respect of leasing portions of four farms, namely Leeuwkuil No. 187 and Klipplaatsdrift No.336, both District of Heidelberg, and Vyffontein No.3 and Klipfontein No. 562, both District of Polchefstroom, all in Transvaal Colony, South Africa. The lease may be terminated by twenty seven calendar months notice on either side only from 31 Jul following such a notice. Party 2 is also general manager of Party 1's engineering and general business in South Africa. Terms include:

- i. Farm branch to remain a separate undertaking from Party 1's engineering and general business, keeping its own full accounts.
- ii. Party 2's remuneration to be a half of the net annual profits of the branch, after payment of annual interest at 5% on capital employed (amount of capital to be decided by directors of Party 1, as is the amount of net profits). This to apply retrospectively from 1904(1 Jan), all losses since then being provided for out of future profits. Such remuneration payable as soon as annual balance sheet and accounts certified by auditors.
- iii. Party 2 not to acquire property or incur liabilities on the behalf of Party 1, or pledge or involve Party 1's credit beyond the ordinary course of business.
- iv. Agreement does not constitute a partnership, and does not impinge upon arrangements between Party 2 and Party 1 as general manager of Party 1's business in South Africa.
- v. Clause for continuation of determination of agreement, including provisions over termination of the lease.

DECLARATION TR FOW/CO3/54 1896(11 Mar)**Contents:**

By John Walker, managing director of the Metropolitan & Suburban Railway Co., Ltd., [Cape Town] as to his agreement to accept delivery of two locomotive engines, manufactured by John Fowler & Co., (Leeds) Ltd., of the Steam Plough and Locomotive Works, Leeds, engineers, on the express condition they will remain Fowlers' property until the Railway company will have paid off their price of £3,300 sterling, in instalments over three years with 5% per year interest.

AGREEMENT [Copy] TR FOW/CO3/55 1897(25 Sep)**Contents:**

Party 1: John Fowler & Co. (Leeds) Ltd., registered office, 6 Lombard St., London

Party 2: John Walker of 27 Wallbrook, London and Cape Town, South Africa, managing director of the Metropolitan & Suburban Railway Co., Ltd., of Cape Town

Party 3: The Metropolitan & Suburban Railway Co., Ltd.

In settlement of various legal disputes between the parties, namely:

- i. Party 1 versus Party 2. Queen's bench division of the High Court of Justice. Commenced 1896(25 Nov). Claim of £320 for goods sold and delivered to Party 2, namely spare parts for two locomotive engines. Party 3 subsequently added to defendants.
- ii. Party 3 versus Party 1. Supreme Court of the Colony of the Cape of Good Hope. Commenced 1897(4 Feb). Claim of recovery of all monies paid to Party 1 in respect of the two locomotives and damages for alleged breach of contract.
- iii. Party 1 versus Parties 2 and 3. Queen's bench division of the High Court of Justice. Commenced 1897(9 Jun). Claim of payment from Parties 2 and 3 of the second instalment of the contract price

of the two locomotives, with interest.

Terms are:

- i. Plaintiffs in above three actions to have the same dismissed without costs to either party.
- ii. Party 1 may sell the two locomotives, with Party 2 rendering aid, not for less than £2,500 per locomotive, without Party 2's consent. Sale proceeds to be divided in paying Party 2 £1,529-9-11d for first instalment of contract and freight insurance, landing, haulage, erecting, alteration, trial and docks charges; in paying Party 1, £2,475 as balance of contract price with interest, but not for spare parts which Party 1 may sell as they wish; in paying legal costs of all parties. Any surplus thereafter to be equally divided between Parties 1 and 2.
- iii. If Party 1 does not effect a sale within six calendar months, Party 2 will sell the two locomotives to the Grand Junction Railways Ltd., at the Cape of Good Hope, at terms agreeable to both Parties 1 and 2. For such a sale, Party 1 guarantees that wheels of the two locomotives will not at any time cut into the boiler plates on railway lines of curves with a radius of five chains or above. Party 1 will make any necessary alterations at their cost if the locomotives do not run on railway lines under five chains radius of the curvature.
- iv. If neither sales, as in ii. or iii. are effected within nine calendar months, the matters of the various claims will be referred to arbitration in London.

Although the actual agreement is a copy, it is succeeded by a duly signed receipt by Walker 1897(11 Oct) for £1,529-9-11d in full settlement of all his claims. Affixed are:

- i. 1897(20 Dec). Letter of receipt to Party 1 from Pauling & Co., Ltd., Capetown for delivery of above two locomotives, "Green Point" and "Sea Point", in good order.
- ii. 1897(20 Dec). List of spare parts for above two locomotives, as duly received by Pauling & Co., Ltd.

POWER OF ATTORNEY **TR FOW/CO3/56** 1920(30 Apr)

Contents:

Party 1: John Fowler & Co. (Leeds) Ltd., registered office, 113 Cannon St., London

Party 2: Edward Richard Stackable, of Sheldon Building, 461 Market, San Francisco, California.

To demand, sue and receive the sum of 18,500 from the West Sacramento Co., of San Francisco owing to Party 1 on a promissory note dated 1915(5 May), together with interest. The power is succeeded by:

- i. 1930(30 Apr). Declaration by John Alfred Donnison of London, public notary, as to his presence at and the validity of the signatures of the above power.
- ii. 1930(1 May). Certificate of authenticity of i. above. Consulate of the United States of America, London.

REGISTRATION OF POWER OF ATTORNEY **TR FOW/CO3/57** 1930(8 Aug); 1930(21 Jul)

Language: Spanish

Contents:

By Paul Rudolph Hasson, the attorney, before Dr. Eduardo Delgado y Longa of Havana, public notary, namely:

Party 1: John Fowler & Co. (Leeds) Ltd.

Party 2: Paul Rudolph Hasson of Havana, a citizen of the United States of America.

To act as the firm's legal representative in Cuba, in government and other legal matters, including the signing of necessary agreements. Dr. Diego Mario Gimenez [y Lopez] of Havana, advocate, is to act as his substitute during any absence or incapacity. This is in accord with a resolution of a board meeting of Party 1, 1930(21 Jul).

The registration recites the original power in full, followed by note of renunciation, 1932(19 Dec).

POWER OF ATTORNEY **TR FOW/CO3/58** 1927(9 Aug)

Language: Spanish

Contents:

Party 1: Paul Rudolph Hasson of Edificio La Metropolitana "O'Reilly", Havana, a citizen of the United States of America

Party 2: Diego Mario Gimenez y Lopez of 34 Empedrado, Havana.

To act as Party 1's general commercial and legal representative. Sworn before Dr. Mario Recio y Forns of Havana, public notary. Followed by note of renunciation, 1933(16 May).

POWER OF ATTORNEY **TR FOW/CO3/59** 1927(14 Jan)

Original and copy

Language: Spanish

Contents:

Party 1: Virginia Lee Hasson, "asistada" by Paul R. Hasson, her husband, both of Marcanao, Havana and citizens of the United States of America

Party 2: Dr. Diego Mario Gimenez y Lopez of Havana, advocate.

To act as Party 1's general legal representative. Sworn before Dr. Mario Recio y Forns, of Havana, public notary. Followed by a note of renunciation, 1933(6 Jan).

RENUNCIATION OF POWER OF ATTORNEY **TR FOW/CO3/60** 1933(6 Jan)

Original and copy

Language: Spanish

Contents:

By Dr. Diego Mario Gimenez y Lopez of Havana, a citizen of "Camaguey", before Dr. Eduardo Delgado y Longa of Havana, public notary, namely TR FOW/CO3/59 above.

AGREEMENT **TR FOW/CO3/61** 1928(5 Mar)

Contents:

Party 1: John Fowler & Co. (Leeds) Ltd., of 113 Cannon Street, London; Holman Bros., Ltd., of Camborne

Party 2: Charles Millington, of 5 Victoria Terrace, Belle Vue Road, Leeds

Whereby Party 2 is to proceed to Colombia to supervise and erect machinery supplied by the above two firms, through the agency of Mr. Julio Gonzalez Concha of Bogota, working generally in conjunction with Mr. Concha to further the sale of such machinery. Party 2's interest is only to be with such machinery as is manufactured by the two firms and is listed in the schedule to the agreement. Party 2 to fulfil the above terms for twelve calendar months, commencing from his departure from England, at an annual salary of £500, payable at the rate of £125 per quarter in advance. Party 1 will pay for Party 2's second class passage from Leeds to Bogota and also for his return. Party 2 to render periodical reports on his activities.

POWER OF ATTORNEY **TR FOW/CO3/62** 1932(11 Mar)

Language: Spanish

Contents:

[Copy]

Party 1: John Fowler & Co. (Leeds) Ltd., registered office, 113 Cannon Street, London

Party 2: Don Daniel Robertson, residing at Bogota, Apartado 357, Republic of Colombia

In accord with a resolution of the board of Party 1, 1932(4 Mar), to make offers and tenders for invitations for tender from the government and municipalities of Colombia for the supply of Fowler machinery and accessories, including signing and submitting all necessary papers and documents. Should Fowlers be awarded any such contract, he is to execute the same except concerning the collection of money which is to be paid into Fowler's account with the Westminster Bank Ltd., 21 Lombard Street, London. He is to make all necessary deposits for any tenders he may present and to arrange for the transport of the goods from the port of discharge to the place of delivery. He is also to liquidate, adjust and arrange all Fowlers' accounts and business pending with their former agent, Senor Julio Gonzalez Concha of Bogota, Apartado 345 and with Uribe, Garcia, Alvarez y Cia, sub-agents to Concha, also of Bogota. He is also to procure from Concha the price of a steam wagon, No. 16885 and a trailer, and to liquidate and obtain from Uribe, Garcia, Alvarez y Cia, three 7/5 winch concrete mixers and spares, a 10 cwt winch and a 15 cwt winch, 15 concrete hand carts and all spares for wagons and rollers, giving necessary receipts and discharges. [In Spanish with English translation]. The Spanish version is also preceded by:

i. 1932[11 Mar]. Declaration by John Alfred Donnison of London, public notary, as to his presence at and the validity of the signatures of the above power.

POWER OF ATTORNEY **TR FOW/CO3/63** 1907(12 Aug)

Contents:

Party 1: John Fowler & Co. (Leeds) Ltd., registered office, 6 Lombard Street, London, England

Party 2: Frank Nelson Yarwood of 14 O'Connell St., Sydney, New South Wales, Australia, accountant.

To accept and hold all declarations of trust made by Walter Maplesden Noakes of Sydney, in favour of Party 1 in respect of the purchase hire agreements of Noakes for steam plough tackle and other machinery, purchased on hire by Noakes from Party 1. To take any necessary legal steps should Noakes die, become bankrupt, insolvent or any monies be owing by Noakes to Party 1 that are liable not to be recovered. The following are attached:

i. 1907(12 Aug). Declaration by Alfred Fowler of 6 Lombard Street, London, that he is a director of Party 1, was present when the power was signed and sealed and that the company is duly registered under the companies act and such a power is allowed by the articles of association in respect of the Australian Colonies.

ii. 1907(12 Aug). Declaration by John Alfred Donnison of London, public notary, as to the validity of i. above.

POWER OF ATTORNEY **TR FOW/CO3/64** 1913(22 Dec)

Two typescript copies

Contents:

[Copy]

Party 1: John Fowler & Co. (Australia) Ltd.

Party 2: J. H. Moyland of Sydney, New South Wales, Australia

To establish, supervise and control and carry on the business of the company in Australia and New Zealand. Includes rights:

i. To make and file all documents to enable the company to carry on business.

ii. To open an office and agency in Sydney, and acquire suitable premises.

iii. To act as the company agent for the sale of goods.

- iv. To appoint and employ clerks and servants of the company.
- v. To endorse company cheques, bills and warrants and pay the same into bank accounts.
- vi. To demand and receive payment and delivery of receipts for money and property owing or belonging to the company. To settle all accounts and claims by or for the company, including prosecution or defence at law.
- vii. To accept service of summons against the company in legal proceedings, including prosecution or defence at law.
- viii. To act as the company's representative for any bankruptcy or insolvency.
- ix. To prosecute anyone committing a criminal offence against the company.
- x. To confirm the title of the company to any property.

The following are attached:

- i. 1913(22 Dec). Declaration by Robert Hay Fenton, secretary of John Fowler & Co. (Australia) Ltd., as to his presence at and the validity of the signing of the above power of attorney.
- ii. 1913(22 Dec). Declaration by John Alfred Donnison of London, public notary, as to the validity of the above declaration.

MINUTES **TR FOW/CO3/64/1** 1913(24 Dec)

Two typescript copies

Contents:

Of meeting of board of directors of John Fowler & Co. (Australia) Ltd., concerning adoption of power of attorney above.

REAL ESTATE RECORDS **TR FOW/CO4** [n.d.]

- Arrangement:** TR FOW/CO4/1-11 England
TR FOW/CO4/1-9 Steam Plough Works, Leeds and Adjoining Property
TR FOW/CO4/10-11 Atlas Works, Pershore, Worcestershire
TR FOW/CO4/12-15 Wales
TR FOW/CO4/12-15 Llansea, Flintshire
TR FOW/CO4/16-17 France
TR FOW/CO4/16 Melun, 1923
TR FOW/CO4/17 Dammarie and Melun, 1930
TR FOW/CO4/18 Germany
TR FOW/CO4/18 Magdeburg
TR FOW/CO4/19-37 Czechoslovakia and Hungary
TR FOW/CO4/19-25 Prague and Budapest, 1913-14
TR FOW/CO4/26-27 Prague
TR FOW/CO4/26 Valuation, 1924
TR FOW/CO4/27 Projected Lease, 1932
TR FOW/CO4/28-37 Budapest
TR FOW/CO4/28 General Holdings, 1926
TR FOW/CO4/29 Petz Property, 1932
TR FOW/CO4/30-31 Fillér Utca Property, 1935
TR FOW/CO4/32-37 Budaorsi Utca Property, 1935-1938
TR FOW/CO4/38 India
TR FOW/CO4/38 Bombay
TR FOW/CO4/39 Hawaiian Islands
TR FOW/CO4/39 Honolulu

LETTER to Mr. Hawthorn, [Kitson & Hewitson, Leeds?], from James Kitson, Brighton **TR FOW/CO4/1** 1868(20 Jul)

Contents:

Concerning land [adjoining the Steam Plough Works, Leeds, of John Fowler & Co.], namely a strip in pottery field sold to John Fowler, deceased by James Kitson, though without any formal conveyance. John Fowler & Co., wished to have the wall of this piece of property partially or wholly removed for access, but the owner of the adjoining land had privies built against it. Kitson provides advice for R. W. Eddison of John Fowler & Co., as how to proceed in the matter in terms of the various parties legal rights.

STATEMENT OF ACCOUNT **TR FOW/CO4/2** 1871 - 1874

Contents:

For six land conveyances [in Leeds] to Robert Fowler, [as the senior partner of John Fowler & Co.]. The statement is divided into the individual conveyances with details of the consideration, legal and other fees, and a note of debit to the appropriate account.

LIST of seventeen land purchases at Leeds, by John Fowler & Co., (Leeds) Ltd **TR FOW/CO4/3** 1898 - 1913

Contents:

The list states: premises; date of purchase; vendor; price. A letter of remittance from Bristows, Cooke and Carpmael, the firm's solicitors is affixed.

PLAN **TR FOW/CO4/4** [late nineteenth century]

Coloured linen tracing

Contents:

Of an estate situate near the North Midland Railway Station in the town of Leeds, belonging to the devisees of the late Mr. William Bedford, bordering Leathley Lane and adjacent to the Steam Plough Works [eventually purchased by Fowlers].

PLAN **TR FOW/CO4/5** [late nineteenth century]

Coloured linen tracing

Contents:

Of property bordering Leathley Street and Union Street, area 1 acre, 2 roods, 24 perches and adjacent to the Steam Plough Works [eventually purchased by Fowlers].

CORRESPONDENCE FILE **TR FOW/CO4/6** 1904(24 Aug)

Contents:

Concerning the purchase by John Fowler & Co., (Leeds) Ltd., of eight houses from Mrs. Selena Woolfall of 17 Regent Park Terrace at a sum of £1,300, namely Nos. 21, 23, 25 and 27 Ward Street and Nos. 24, 26, 28 and 30 Dresser Street, all adjoining Fowlers' works. There is also mention of other recent land purchases.

CORRESPONDENCE FILE **TR FOW/CO4/7** 1905(24 Nov)

Contents:

Concerning the purchase by John Fowler & Co., (Leeds) Ltd., of twenty houses from W. Burnett of Pannal Ash, Harrogate at a sum of £2,800, namely Nos. 4, 6, 8, 10, 12, 14, 16, 18, 20, 22 Dresser Street and Nos. 1, 3, 5, 7, 9, 11, 13, 15, 17, 19 Ward Street, adjacent to Fowlers' works.

LETTER to Alfred Fowler, John Fowler & Co., (Leeds) Ltd., from Wilson, Bristows & Carpmael, solicitors **TR FOW/CO4/8** [n.d.]

Contents:

Enclosing plan [attached] of proposed alterations to new drawing shop and noting the land concerned was purchased by Robert Fowler, 1873(24 Feb), with covenants restricting building right.

AGREEMENT **TR FOW/CO4/9** 1913(14 Oct)

Two copies of agreement and of letter

Contents:

[Copy]

Party 1: John Fowler & Co., (Leeds) Ltd. - registered office, 6 Lombard Street, London.

Party 2: John Smiths Tadcaster Brewery Co., Ltd., - registered office, The Brewery, Tadcaster, Yorkshire.

Of tenancy by Party 2 of a messuage or public house, known as 'The Cabbage Inn', in Leathley Lane, Hunslet, Leeds, together with outbuildings, yards, rights, casements, conveniences and appurtenances, but excluding the cottage adjoining the inn. The tenancy is for one year from 1913(1 Oct) and renewable annually by either Party giving three calendar months written notice, at an annual rent of £75, payable quarterly on 1 Jan, 1 Apr, 1 Jul and 1 Oct.

Terms include

- i. Party 2 to pay the rent as above, together with rates, taxes and assessments, except land tax and public authority charges, such as paving and sewerage; to maintain interior in good state of repair, including decoration; to maintain premises as a public house; not to assign, underlet or part with possession of the premises, except for a term under twelve months; not to make alterations without Party 1's consent; to allow occupying undertenant to reside there permanently with his family; neither they nor any undertenant to permit gaming, rioting or disorderly practices, or any acts to endanger the inn's licence or business; to duly apply to the magistrates for necessary licences; not to cause disturbance to landlords or occupiers of adjacent property; to make necessary insurances against loss of licence.
- ii. Party 1 to keep in repair main structure and exterior, including decoration.
- iii. Provisions for breach of agreement, rent arrears or endangerment of licence to protect Party 1. Also for destruction, uninhabitability of premises and structural alterations demanded by local authorities.

Affixed is

- i. 1913(9 Oct). Letter [Copy] to Party 1 from Party 2 stating awareness their tenant may be caused inconvenience and loss due to vibrations caused by Party 1's working of machinery in the adjoining foundry.

AGREEMENT **TR FOW/CO4/10** 1908(26 May)

Contents:

[Unexecuted]

Party 1: The Horsfall Destructor Co., Ltd. - registered office, Atlas Works, Pershore, Worcestershire.

Party 2: John Fowler & Co., (Leeds) Ltd. - registered office, 6 Lombard Street, London.

Of tenancy by Party 2 of a shed, store or building, part of the Atlas Works, owned by Party 1. The shed is 200 feet by 35 feet, Marked 'F' on affixed plan, together with the right of way thereto. The tenancy is for one year, commencing 1908(9 May), renewable annually by either party, giving six calendar months written months prior to the 9 May. If any mortgagee or debenture holder comes into possession of the shed, under any security given by Party 1, this agreement ends within fourteen days of notice being given of such possession. If Party 2 have no goods on the premises purchased from Party 1, or to be purchased, Party 1 may determine the tenancy. Rent payable half yearly at 9 Nov and 9 May.

Party 2 to only use the premises as a store for machinery and goods sold to them by Party 1.

Party 1 to maintain the premises and pay all rates, taxes and outgoings. A plan of the Atlas Works is attached. Signed and sealed by Party 1 only.

PLAN **TR FOW/CO4/10/1** 1908(May)

Two copies

Blueprint

Contents:

Of the Atlas Works, Pershore, Worcestershire, as attached to above agreement.

DECLARATION **TR FOW/CO4/11** 1908(May)

Contents:

[Unexecuted]

By John Fowler & Co., (Leeds) Ltd., to The Horsfall Destructor Co., Ltd., that in consideration of the above agreement, TR FOW/CO4/10, they will use the above premises only as a place of storage for machines, sold or to be sold, by The Horsfall Destructor Co., Ltd., to them, affording facilities to the firm to use parts thereof as a painting shop and as storage space for things not sold by the firm to Fowlers.

CONVEYANCE **TR FOW/CO4/12** 1901(14 Feb)

One membrane - bifoliate

Contents:

Party 1: Edward Arthur Evans, of Rhos on Sea, Colwyn Bay, Denbighshire, builder.

Party 2: Charles A. Dearden of Brynymor, Penyffordd, Ffynnongroew, Llansea, Flintshire, engineer.

Of a brickfield in Llansea, Flintshire, about $\frac{3}{4}$ acre, being part of a larger field and coloured pink on the attached plan, together with all the brick kilns and machinery, except the mines and minerals, for a consideration of £1,059.

MORTGAGE **TR FOW/CO4/13** 1901(16 Feb)

One membrane - bifoliate

Contents:

Party 1: Charles Atkinson Dearden of Brynymor, Penyffordd, Ffynnongroew, Llansea, Flintshire, engineer.

Party 2: Edward Arthur Evans of Rhos on Sea, Llandrillo yn Rhos, Denbighshire, builder.

Of the brickfield, as in the above conveyance TR FOW/CO4/12, to secure the consideration therein of £1,059, with 5% annual interest, payable on 1901(16 Aug).

MEMORANDUM OF DEPOSIT **TR FOW/CO4/14** 1902(20 Mar)

Contents:

By Edward Arthur Evans of Connah's Quay, builder with John Fowler & Co., (Leeds) Ltd., of the above conveyance and mortgage, TR FOW/CO4/12 and 13, as an equitable security for the repayment by Evans on 1902(29 Apr) of the sum of £163-6-8d owing to Fowlers, together with 5% annual interest thereon computed from 1902(29 Jan), with the right to execute a mortgage to the company for a further security if desired.

ACCEPTANCE **TR FOW/CO4/15** 1902(1 Jan)

Contents:

For John Fowler & Co., (Leeds) Ltd., to Edward A. Evans, Connah's Quay for £139-5-7d due after six months.

DEED OF PURCHASE **TR FOW/CO4/16** 1923(2 Jul)

Language: French

Contents:

[Official Copy]

Party 1: Charles Victor Louis Maxime Galland, attorney of the Court of Appeal, Paris of 1 Villa Ornane, Paris 18, born 1899(19 Aug).

Party 2: Société Anonyme John Fowler with a capital of 100,000 francs, divided into 100 shares of 1,000 francs each, of 2 Rue de la Varenne, Melun. Registered at Paris 1909(17 Jul). Administrateur Henri Charles Duburguer of Melun.

In accord with a resolution of the société 1923(30 Jun), of a house in Melun on the corner of Rue de la Varenne and le Boulevard Chamblain, No. 10 Rue de la Varenne and No. 12 le Boulevard Chamblain. There then follows a description of the house and of Galland's title to the property.

Consideration: 145,000 francs. Sworn before Maitre Lacombe, Melun, public notary.

CORRESPONDENCE FILE [Copy] between Société Anonyme John Fowler, Melun and John Fowler & Co., (Leeds) Ltd. **TR FOW/CO4/16/1** 1923(29 Nov - 1 Dec)

Contents:

Concerning above purchase of a house. Also includes notes on the société's increase of capital and the non-issue of share certificates.

LETTER [Copy] to John Fowler & Co., (Leeds) Ltd., from H. C. Duburguet, Société des Etablissements John Fowler, Melun **TR FOW/CO4/17** 1930(30 Oct)

Two copies

Contents:

Concerning title deeds of properties owned by the société at Dammane, dated 1914(16 Feb) [not extant], and 2 Rue de la Varenne, Melun dated 1923(2 Jul) [TR FOW/CO4/16], their possession by

the société's notary, Maitre Lacombe of Melun and their registration at Bureau d'Enregistrement des Domaines et du Timbre, Melun.

AGREEMENT **TR FOW/CO4/18** 1928(12 Nov)

Language: German

Contents:

Party 1: Charles Fowler of Leeds.

Party 2: The firm of William Turner of Magdeburg.

Of tenancy by Party 2 of half a shed on Poltestrasse 5, Magdeburg, continuing the tenancy commenced 1924(1 Apr), in accord with an agreement of 1924(21 Jun) and expired 1928(1 Jul), at an annual rent of 3,000 marks and renewable by six months written notice.

LETTER [Copy] to John Fowler & Co., (Leeds) Ltd., from Justizrat Ullmann, Magdeburg **TR FOW/CO4/18/1** 1928(17 Nov)

Language: German

Contents:

Remitting above agreement and requesting a statement from Charles Fowler to confirm the rent of half the shed also includes the land thereupon, as stated in the earlier agreement but not in the above. [English translation from the German]. A copy letter of acknowledgment, 26 Nov by C. H. Fowler is attached.

STATEMENT by Charles Henry Fowler **TR FOW/CO4/18/2** 1928(3 Dec)

Language: German

Contents:

In accord with above letter, that the rent of half the shed also includes the land thereupon.

AGREEMENT **TR FOW/CO4/19** 1913(23/30 Oct)

Three typescript copies

Language: English and German

Contents:

[Copy]

By Richard Toepffer, George Turner, Robert Henry Fowler and Alfred Fowler that they are owners of several plots of land with premises in Prague and Budapest, let to the firms of John Fowler & Co., Prague and John Fowler & Co., Budapest. These two leases are to last two years as from 1913(1 Oct) at the same rents. Should John Fowler & Co., purchase the lands and premises this agreement is to expire on the day of their transfer.

The original was signed in Magdeburg 23 Oct and in London 30 Oct.

English translation from the German

CONVEYANCE **TR FOW/CO4/20** [1914(Feb)]

Four typescript copies

Language: English and German

Contents:

[Copy]

Party 1: Richard Toepffer and George Turner.

Party 2: John Fowler & Co., Prague.

Of real properties, namely a garden C.303/2 and a building plot C.697 with a factory No. 397 in Alt-Lieben, Prague in occupation by Party 2. The factory as such is a dwelling house with a small repairing shop and a warehouse. Consideration: 130,200 Kronen. The conveyance does not include the machines in the repairing shop, already the property of Party 2, Legal costs to be borne by Party 2. Valuation costs to be borne equally by the two partners.

VALUATION **TR FOW/CO4/20/1** 1913(30 Oct)

Two copies

Language: English and German

Contents:

[Copy]

[Of the real properties, the premises of John Fowler & Co., Prague] situate in Alt-Lieben, Nos. C.303/2 and C.697, comprising 4286.12 square metres of land, and including a dwelling house, a factory building and a garden. Value: 130,195.63 Kronen. Valuer: Franz Schön, Prague. A sketch was attached but is no longer extant.

CERTIFIED EXTRACT **TR FOW/CO4/20/2** 1913(8 Nov)

Three typescript copies

Language: English and German

Contents:

[Copy]

From the Register of Partnership Firms of the Imperial Royal Commercial Court of Prague, vol. VIII pol. 101, in respect of John Fowler & Co., Alt-Lieben, Prague, firm no. 1231. Five entries covering 1881(13 Oct) - 1913(20 Aug).

CONVEYANCE **TR FOW/CO4/21** [1914(Feb)]

Language: English and German

Contents:

[Copy]

Party 1: Richard Toepffer and George Turner of Magdeburg.

Party 2: John Fowler & Co., Budapest.

Of real properties with the buildings thereon, Land Register Nos. 3960, 4896, 6125, 6939, 8086 and 8454, a total area of 15072.60 square klafters, [in Kefenöld] Budapest.

Consideration: 120,000 Kronen. Legal costs to be borne by Party 2. Legal representative for Party 1 to be Dr. Max Somogyi of Budapest, advocate.

One MSS copy German translation from the Hungarian with four typescript copies of the English translation from the German

VALUATION **TR FOW/CO4/21/1** 1913(19 Nov)

Two copies

Language: English and German

Contents:

[Copy]

Of real properties [the premises] of John Fowler & Co., Budapest, situate in Kefenöld, comprising 15072.60 square klafters of land and including nine buildings, enclosure buildings and canalizations. Value: 596,197.54 Kronen. Valuer: Löllbach Kalman, Budapest.

AGREEMENT **TR FOW/CO4/22** 1914(17/20 Feb)

Language: English and German

Contents:

Party 1: Richard Toepffer, George Turner, Robert Henry Fowler and Alfred Fowler.

Party 2: John Fowler & Co., (Leeds) Ltd., of London and Leeds.

With regard to the agreement between all those in Party 1 [TR FOW/CO1/23 above] that the whole of their rights as members of the three partnership firms of John Fowler & Co., Magdeburg, Prague and Budapest are exercised on account of Party 2 as trustees with no interest in the property or goodwill of the three partnerships. Terms of this agreement are:

- i. Party 1 or their three successors will transfer all the property and goodwill of the three partnership firms to Party 2 or a third party specified by Party 2.
- ii. Party 2 acknowledge their debts to Party 1 for the transfer of real property in Prague and Budapest as follows, but only after Party 1 has taken up the obligation in i. above: Toepffer = £9,000; Turner = £9,000; R. H. Fowler = £6,000; A. Fowler = £3,000. The amount to be owed as loans, repayable in five yearly equal instalments, commencing one year after the signing of this agreement, with an interest of 5% per year. Party 2 may repay the loans sooner should they so decide.

DECLARATION **TR FOW/CO4/23** 1914(5/15 May)

Language: English and German

Contents:

Of discharge by Richard Toepffer, George Turner, R. H. Fowler and Alfred Fowler for sums of money due them by John Fowler & Co., (Leeds) Ltd., as under the above agreement, TR FOW/CO4/22, namely: Toepffer=£9,000 + £33-5-9d interest; Turner = £9,000 + £33-5-9d interest; R. H. Fowler = £6,000 + £22-3-10d interest; A. Fowler = £3,000 + £11-1-11d interest. Also confirms the full completion of the transaction of landed property in Prague and Budapest.

CORRESPONDENCE FILE **TR FOW/CO4/24** 1913(7 Jul) - 1914(11 May)

Contents:

[Original and copy] concerning above transfer of property in Budapest and Prague. The 'complex plan' had the support of the firm's three respective solicitors in Prague, Budapest and Magdeburg, namely Dr. Kaunders, Dr. Somogyi and Justizrat Ullman. They advocated that the transfer would save future costs, avoid problems of inheritance and make leases and contracts admitting purchase rights superfluous. Ullman noted that R. H. Fowler's fear of the respective governments requiring business details of John Fowler & Co., was 'unfounded'. R. H. Fowler was then worried by the high valuation placed on the property, equivalent to £30,000, especially when compared to the then annual rent of £1,323, stating 'The valuation is no doubt a conscientious one but valuers are often mistaken when it comes to selling, particularly if there is no competition'. He suggested he and A. Fowler paid for their own unpaid share of the land to simplify matters. Toepffer however did not think the valuation too high. Fowler then consulted his fellow directors, W. G. Wigram, J. W. Thackeray and H. T. Eddison. Wigram agreed with the idea of purchase though considered the lock

up of capital a disadvantage. Thackeray also though the idea 'a wise one' in line with Fowlers purchase of property at Melun and was unable to comment on the valuation figure. Turner next wrote saying neither he or Toepffer suggested the idea of the firm buying the property and pointed out that the market value of the Budapest land was likely to rise during the next few years, allowing a small part to be sold and therefore offset the purchase price. Toepffer then suggested a purchase price of £27,000 which Fowler agreed to. The two conveyances and the sale agreement were then signed in 1914(Feb). The file also includes a copy of the resolution of the board of John Fowler & Co., (Leeds) Ltd., 1893(7 Mar) concerning the transfer of John Fowler & Co., Prague to R. H. Fowler and A. Fowler as agents and trustees for John Fowler & Co., (Leeds) Ltd.

LETTER **TR FOW/CO4/25** 1913(24 Nov)

Language: English and German

Contents:

[Copy] to John Fowler & Co., Magdeburg from Justizrat Ullman, Magdeburg concerning above transfer of property in Budapest and Prague. Remits draft of agreement, TR FOW/CO4/22; the Prague and Budapest valuations, TR FOW/CO4/20/1 and 21/1; drafts of the two conveyances, TR FOW/CO4/20 and 21; together with detailed legal comments.

VALUATION **TR FOW/CO4/26** 1924(13 Apr)

Language: English and German

Contents:

[Copy] of the real properties, the assets of John Fowler & Co., Lieben, Prague, namely 4302.29 square metres of land, together with a storage and assembly shop, a dwelling house, a garage, enclosure materials and sewerage. Value: Kr 1.070.000. Valuers: Pohl & Kutsch, Building Contractors, Prague.

SKETCH **TR FOW/CO4/26/1** [c. 1924]

Contents:

Of the premises of John Fowler & Co., Prague with measurements taken from above valuation. Sketch includes ground floor and first floor of the house and a general ground plan of the premises. Made by Theo. Davis.

LETTER [Copy] to John Fowler & Co., (Leeds) Ltd., from John Fowler & Co., Prague **TR FOW/CO4/27** 1932(10 Dec)

Both are coloured tracings

Contents:

Concerning an intended lease of part of the latters' premises in Prague, namely a wooden shop, now occupied by 'the Morris business' at a maximum of Kc. 32.000 rent per year, excluding government taxes and municipal fees, and commencing 1933(1 Jan). The property has been assessed by an architect and two plans are remitted. Mentions the shop was formerly the blacksmith's shop and the old repair shop and 'is pretty primitive'. The two plans are attached, one a ground plan and the other an elevation.

FILE of papers concerning land holdings and buildings in Kelenföld, Budapest **TR FOW/CO4/28** 1926

Contents:

The property of John Fowler & Co., (Leeds) Ltd., and the premises of John Fowler & Co., Budapest.

Six certified extracts from the land register in Budapest **TR FOW/CO4/28/i** 1926(7 Jun)

Language: German

Contents:

In respect of plot nos. 6443, 3669, 5701, 4583, 7463 and 7795. Total = 15072.70 square klafters.

Summary valuation of the premises of John Fowler & Co., Budapest **TR**

FOW/CO4/28/ii 1926(29 May)

Language: German

Contents:

[Other than land] as at 1925(31 Dec). Value: 13477,100,000 papir kronen.

New and summary valuation of the premises of John Fowler & Co., Budapest **TR**

FOW/CO4/28/iii 1926(10 Jun)

Language: German

Contents:

[Other than land] for taxes and rates. Value: 4856,000,000 papir kronen.

Sketch of the premises of John Fowler & Co., Budapest by Theo. Davis. **TR**

FOW/CO4/28/iv [1926]

Financial calculations concerning the land and buildings occupied by John Fowler & Co.,

Budapest. **TR FOW/CO4/28/v** [1926]

Contents:

Compiled by Theo. Davis.

SUMMARY PARTICULARS **TR FOW/CO4/28/1** [1926]

Contents:

Of land holdings compiled from i. above. Includes plot numbers, place numbers and square klafters.

ACKNOWLEDGMENT **TR FOW/CO4/29** 1932(19 Sep)

Language: Hungarian

Contents:

By the Land Registry, Budapest of the transfer of a parcel of land on the right bank, Budapest, land register plot no. 7871-12233, from Mrs. Henry Petz and Miss Elizabeth Petz to John Fowler & Co., (Leeds) Ltd., London for 40,000 pengas.

FILE of papers concerning the cancellation of charges by the Land Registry **TR**

FOW/CO4/29/1 1932(9 Jul - 10 Sep)

Language: Hungarian

Contents:

Budapest on a parcel of land on the right bank, Budapest, land register plot no. 7871-12233, the property of Mrs. Henry Petz and Miss Elizabeth Petz.

CONVEYANCE **TR FOW/CO4/30** 1935(28 Aug/6 Sep)

Language: English and German

Contents:

[Copy]

Party 1: John Fowler & Co., (Leeds) Ltd., 113 Cannon Street, London.

Party 2: Karl Fogel and his wife, née Rosa Csányz of 95 Fillér Utca, Budapest II. Of a parcel of land on the right bank of the Danube, land registry plot no. 7871-12223/2, area 113.5 square klafters, and marked 'a' on the attached plan [extant], adjoining the property of Party 2 along Fillér Utca, at 20 pengas per square klafter, i.e. a total of 2,270 pengas, to be paid in cash into the Escompte Bank. The property carries charges, settlements, road constructions and public safety restrictions in favour of the capital of Budapest. All charges, taxes and government contributions are conveyed with this transfer. The transfer is to be entered in the Land Register, Budapest. Legal costs to be borne by Party 2. Legal disputes to be referred to the District Council I-III. The conveyance is succeeded by:

i. 1935(6 Sep). Declaration [Copy] by Kenneth Livingston Steward of London, public notary to the validity of the signatures of Party 1 on the above.

LETTER [Copy] to John Fowler & Co., (Leeds) Ltd., London from [John Fowler & Co.,] Budapest **TR FOW/CO4/30/1** 1935(29 Aug)

Contents:

Concerning above land transfer. Remits the two originals of the above for signature and the translation and map. Notes the purchasers have already deposited the consideration. Fogel is described as the Burgomaster of Budapest.

DECREE **TR FOW/CO4/31** 1935(18 Nov)

Language: German and Hungarian

Contents:

[Copy] of District Council I-III, Budapest, registering above land conveyance, TR FOW/CO4/30.

AGREEMENT **TR FOW/CO4/32** 1935(24 Jul)

Language: English and German

Contents:

[Unexecuted]

Party 1: Dr. Viola Rezso, technical officer, representing the city of Budapest.

Party 2: Dr. Anyos Lajos, lawyer, representing John Fowler & Co., (Leeds) Ltd., London.

Whereby Party 2 as the fully empowered representative of the firm declares himself ready to hand over a strip of land, land register plot nos. 2574, 2575 and 2576, c. 70 square klafters, to the city of Budapest, whereby Party 1 declares that the city is willing at its own cost to set back the fencing on the property and provide new fencing up to a maximum of 500 pengas, and also that the road coating tax involved for Fowlers will not exceed 1,800 pengas, the strip stretching into the road making zone. The agreement was not approved and was superceded by TR FOW/CO4/33 below.

Attached is:

i. 1935(24 Jul). Letter [Copy] to John Fowler & Co., (Leeds) Ltd., London from Dr. Anyos Lajos, Budapest remitting above agreement 'not finalised' for Fowlers approval. Considers it 'very advantageous' as the road coating tax has been reduced from 2,800 - 1,800 pengas and the city is paying for the fencing costs. [English translation from the German?]

AGREEMENT **TR FOW/CO4/33** 1935(23 Sep)

Language: English and German

Contents:

Party 1: Dr. Viola Rezso, technical officer, representing the city of Budapest.

Party 2: Dr. Anyos Lajos, lawyer, representing John Fowler & Co., (Leeds) Ltd., London.

That Party 2 conveys to the city of Budapest, 70 klafters of land, land register plot nos. 2575 and 2576 on Dayka Gabor Utca, required for public road making along Budaorsi ut-Dayka Gabor, as a communal possession. The city will transfer the fencing on the front of Dayka Gabor Utca to the boundary of this land and provide 500 pengas worth of fencing. The maximum road coating tax will be 1,800 pengas. Legal fees to be borne by the city.

Attached is:

i. 1935(28 Sep). Letter [Copy] to John Fowler & Co., (Leeds) Ltd., London from Dr. Anyos Lajos, Budapest remitting above agreement 'to your advantage' and noting need for a subsequent declaration. [English translation from the German?]

FILE **TR FOW/CO4/34** 1934(26 and 31 Aug)

Language: Hungarian

Contents:

Of six certified extracts from the Land Register in Budapest, in respect of plot nos. 4583-27293, 7795-2577, 5701-2575 and 2576, 6443-2571 and 2572, 3669-2573, 7463-2574, all located adjoining Budaorsi Utca, Budapest.

GROUND PLAN **TR FOW/CO4/35** 1935(Feb)

The plan is a coloured drawing and the cross sections are a coloured tracing

Language: Hungarian

Contents:

Of proposed public road making along Dayka Gabor Utca, Budapest, indicating eighteen cross sections, detailed on an attached tracing.

PLAN **TR FOW/CO4/36** [1935]

Blueprint

Language: Hungarian

Contents:

Of properties adjacent to Dayka Gabor Utca, Budapest in connection with proposed public road making, including plot numbers and areas in square klafters.

AGREEMENT **TR FOW/CO4/37** 1938

Language: English, German and Hungarian

Contents:

[Copy]

Party 1: The Community of the City of Budapest, expropriator.

Party 2: John Fowler & Co., (Leeds) Ltd.

Of expropriation of a piece of land, land register no. 12308-2575 and 2576, in Budaorsi Utca, right bank, Budapest, for public roads, under the law of 1851 and according to the entry in the land register and the plan in the agreement of 1938(31 May) [not extant]. Party 2 is to remove everything from the land, including vegetation and bring it to water level, prior to handing it over and up to such a date is to bear the cost of taxation and duties. Disputes to be referred to the District Court I-III, Budapest.

LEASE **TR FOW/CO4/38** 1923(31 Jan)

Contents:

[Copy]

Party 1: John Fowler & Co., (Leeds) Ltd., - registered in England, with a place of business in Bombay.

Party 2: Glenfield & Kennedy Ltd., - registered under the English Companies Acts. Of the rear portion of the first floor (about 1,000 square feet) of Fowler Building, on the south side of Goa Street, Bombay, with rights to use entrance halls, passages and the lift in the building for egress and regress. The lift is only for use 9.00 a.m. - 6.30 p.m., and not on Sundays and public holidays. Lease is for three years eight months from 1923(1 Jan) at a monthly rent of 350 rupees, payable on the first of each month, commencing 1923(1 Feb). Terms include:

- i. Party 2 to pay the rent; maintain and repair the interior, including decoration; to use the premises for business only; not to cause annoyance to other occupants or jeopardise fire insurance policy; not to assign, underlet or part with the premises.
- ii. Party 1 to pay rates and taxes, but not gas and electricity charges; to light and clean all entrances and passages; to let Party 2 affix a name plate or board in the main entrance hall; to maintain exterior, approaches and drainage; to provide necessary electric wiring and points, but not fittings and fans.
- iii. Provisions for breach of lease, rent arrears and destruction of premises to protect Party 1.
- iv. Lease renewable by Party 2 by written statement three months prior to its termination, for a further five years.
- v. If any rates increase by the Municipal Corporation of Bombay, such a sum to be divided equally between the two parties.

LETTER to R. H. Fowler from W. & J. Lockett, Liverpool **TR FOW/CO4/39** 1884(17 Jun)

Contents:

Concerning the written statement by Mr. Macfarlane [the American agent of John Fowler & Co.] that he does not admit the claim against him by Locketts concerning his Honolulu house. Locketts want Fowler to get Macfarlane to pay 'without further delay' the amount of £302-16-5d. 'We have used every patience in this business'.

PATENTING RECORDS **TR FOW/CO5** [n.d.]

Arrangement: TR FOW/CO5/1-47 Letters Patent and Specifications

TR FOW/CO5/1-37 United Kingdom

TR FOW/CO5/1-30 Letters Patent

TR FOW/CO5/31-37 Specifications

TR FOW/CO5/38 Canada
TR FOW/CO5/39 Cape of Good Hope
TR FOW/CO5/40 Natal
TR FOW/CO5/41 Queensland
TR FOW/CO5/42 Tasmania
TR FOW/CO5/43-44 France
TR FOW/CO5/45 Germany
TR FOW/CO5/46-47 United States of America
TR FOW/CO5/48-115 Patent Licences, Assignments and Agreements
TR FOW/CO5/48-81 Fowler's System of Steam Cultivation
TR FOW/CO5/48-52 Fiskens' Patent
TR FOW/CO5/53-54 Williams' Patents
TR FOW/CO5/55 Collinson Hall's Patent
TR FOW/CO5/56-66 Burton, Greig, Fowler, Head, Worby & Ellis' Patents
TR FOW/CO5/67 Burness' Invention
TR FOW/CO5/88-69 Patent Trustees and The Steam Plough Royalty Co. Ltd.
TR FOW/CO5/70-80 English Licencing of the System
TR FOW/CO5/81 U.S.A. Licencing of the System
TR FOW/CO5/82-89 Ploughs and Implements
TR FOW/CO5/90-95 Steam Engines
TR FOW/CO5/96 Railway Materials
TR FOW/CO5/97-99 Electrical Machinery
TR FOW/CO5/100 Road Making Machinery
TR FOW/CO5/101-113 Standard Patent Agreements with Employees
TR FOW/CO5/114-115 Agreements by other Manufacturers with Patentees
TR FOW/CO5/114 Brown & May
TR FOW/CO5/115 Amies, Barford & Co.
TR FOW/CO5/116-137 Patent Litigation
TR FOW/CO5/116-135 Chancery 1863 No.42. Fowler, Beadell, Clutton & Lake v. Howard & Howard
TR FOW/CO5/116 Bill of Complaint
TR FOW/CO5/117 Summonses to Parties
TR FOW/CO5/118-122 Exhibits
TR FOW/CO5/123-135 Correspondence with Plaintiffs' Solicitors
TR FOW/CO5/136 Steevens' Infringement of Fowler's Steam Plough Patents 1864
TR FOW/CO5/137 Termination of Litigation with George Greig over Royalties 1885

LETTERS PATENT UK. **TR FOW/CO5/1** 1852(21 Oct)

2 membranes. Great Seal yellow wax in metal skiff bottom part only

Contents:

To John Fowler of Temple Gate, Bristol, Somersetshire for an invention of 'Improvements in laying wires for electric telegraphs'. Term: 14 years. Patent no: 481.

LETTERS PATENT UK. **TR FOW/CO5/2** 1853(8 May)

2 membranes. Great Seal yellow wax in metal skiff.

Contents:

To John Allin Williams of Baydon, Wiltshire - farmer. For an invention of 'Improvements in machinery or apparatus for driving or actuating ploughs. Term: 14 years. Patent no: 1030. Duty paid: £50 & £100.

LETTERS PATENT UK. **TR FOW/CO5/3** 1862(17 Jan)

2 membranes. Great Seal yellow wax in metal skiff.

Contents:

To Robert Romaine of Devizes, Wiltshire - agricultural engineer. For an invention of 'Improvements in apparatus to be used in cultivating land by steam power and in steam boilers used for agricultural and traction purposes'. Term: 14 years. Patent no: 129. Duty paid: £50.

LETTERS PATENT UK. **TR FOW/CO5/4** 1862(7 Mar)

2 membranes. Great Seal yellow wax broken, in metal skiff.

Contents:

To John Fowler jnr., David Greig and Richard Noddings of Leeds, Yorkshire. For an invention of 'Improvements in apparatus for cultivating and tilling land'. Term: 14 years. Patent no: 612. Duty paid: £50 & £100.

LETTERS PATENT UK. **TR FOW/CO5/5** 1862(8 May)

2 membranes. Great Seal yellow wax in metal skiff.

Contents:

To John Fowler of Leeds, Yorkshire - engineer and John King of Chadshunt, Warwickshire - farmer. For an invention of 'Improvements in apparatus for tilling land by steam power'. Term: 14 years. Patent no: 1379. No subsequent duty stamped.

LETTERS PATENT UK. **TR FOW/CO5/6** 1865(20 Apr)

2 membranes. Great Seal yellow wax.

Contents:

To David Greig of the Steam Plough Works, Leeds, Yorkshire - engineer. For an invention of 'Improvements in machinery for cultivating land'. Partly a communication from Max Eyth, resident at Shubra, Egypt. Term: 14 years. Patent no: 1104. Subsequent duty probably stamped but this part of the patent has been cut out.

LETTERS PATENT UK. **TR FOW/CO5/7** 1866(5 Jul)

2 membranes. Great Seal yellow wax.

Contents:

To Robert Fowler of Cornhill, London. For an invention of 'Improvements in locomotive engines and tenders'. A communication from Edwin Parke Quadling of Cape Town, Cape of Good Hope. Term: 14 years. Patent no: 1781. No subsequent duty stamped.

LETTERS PATENT UK. **TR FOW/CO5/8** 1867(16 Jul)

2 membranes. Great Seal yellow wax - broken in metal skiff.

Contents:

To Thomas Pirie of Nether Kinmundy, Aberdeenshire, Scotland - implement maker. For an invention of 'Improvements in ploughs'. Term: 14 years. Patent no: 2088. Duty paid £50 & £100.

LETTERS PATENT UK. **TR FOW/CO5/9** 1868(16 Mar)

2 membranes. Great Seal yellow wax in metal skiff damaged.

Contents:

To David Greig of the Steam Plough Works, Leeds, Yorkshire. For an invention of 'Improvements in traction engines and other engines to travel on common roads'. Term: 14 years. Patent no: 890. No subsequent duty stamped.

LETTERS PATENT UK. **TR FOW/CO5/10** 1870(22 Jun)

2 membranes. Great Seal yellow wax in metal skiff.

Contents:

To Thomas Graham of Green Mount Street, Beeston Hill, Leeds, Yorkshire - mechanical engineer and Thomas Dixon of Leek Terrace, Hunslett, Nr. Leeds, Yorkshire - blacksmith. For an invention of 'Improvements in rotary engines'. Term: 14 years. Patent no: 1779. no subsequent duty stamped.

LETTERS PATENT UK. **TR FOW/CO5/11** 1871(23 Feb)

1 membrane. Great Seal yellow wax in metal skiff.

Contents:

To Thomas Atkinson of Leeds, Yorkshire - engineer. For an invention of 'Improvements in the construction of steam cultivating machinery'. Term: 14 years. Patent no: 481. Duty paid: £50.

LETTERS PATENT UK. **TR FOW/CO5/12** 1871(26 May)

1 membrane. Great Seal yellow wax in metal skiff.

Contents:

To Robert Burton and Richard Holgate Shaw, both of the Steam Plough Works, Leeds, Yorkshire. For an invention of 'Improvements in wheels for traction engines'. Term: 14 years. Patent no: 1412. No subsequent duty stamped.

LETTERS PATENT UK. **TR FOW/CO5/13** 1871(16 Jun)

1 membrane. Great Seal yellow wax in metal skiff.

Contents:

To David Greig and William Daniel both of the Steam Plough Works, Leeds, Yorkshire. For an invention of 'Improvements in machinery for compressing air'. Term: 14 years. Patent no: 1599. No subsequent duty stamped.

LETTERS PATENT UK. **TR FOW/CO5/14** 1872(1 Aug)

1 membrane. Great Seal yellow wax in metal skiff.

Contents:

David Greig and Thomas Gillott, both of the Steam Plough Works, Leeds, Yorkshire. For an invention of 'Improvements in coal cutting machines'. Term: 14 years. Patent no: 2302. No subsequent duty stamped.

LETTERS PATENT UK. **TR FOW/CO5/15** 1872(24 Oct)

1 membrane. Great Seal yellow wax - broken in metal skiff bottom part only.

Contents:

To John McLennan of Dunrobin Mains, Gospie, Sutherlandshire, North Britain. For an invention of 'Improvements in steam ploughs'. Term: 14 years. Patent no: 3151. Duty paid: £50 & £100.

LETTERS PATENT UK. **TR FOW/CO5/16** 1872(22 Nov)

1 membrane. Great Seal yellow wax in metal skiff.

Contents:

To David Greig and George Greig, both of the Steam Plough Works, Leeds, Yorkshire. For an invention of 'Improvements in the construction of steam and other multiple furrow ploughs'. Term: 14 years. Patent no: 3498. Duty paid: £50 & £100.

LETTERS PATENT UK. **TR FOW/CO5/17** 1874(11 Apr)

1 membrane. Great Seal yellow wax - part only.

Contents:

To David Greig and Max Eyth, both of the Steam Plough Works, Leeds, Yorkshire. For an invention of 'Improvements in steam cultivating apparatus'. Term: 14 years. Patent no: 1265. Duty paid: £50.

LETTERS PATENT UK. **TR FOW/CO5/18** 1875(23 Feb)

1 membrane Great Seal yellow wax in metal skiff.

Contents:

To David Greig and Max Eyth, both of the Steam Plough Works, Leeds, Yorkshire. For an invention of 'Improvements in steam ploughing, traction, mining, portable and other engines'. Term: 14 years. Patent no: 663. No subsequent duty stamped.

LETTERS PATENT UK. **TR FOW/CO5/19** 1875(8 Apr)

1 membrane. Great Seal yellow wax in metal skiff.

Contents:

To David Greig of the Steam Plough Works, Leeds, Yorkshire. For an invention of 'Improvements in apparatus for cultivating or tilling land'. Term: 14 years. Patent no: 1563. No subsequent duty stamped.

LETTERS PATENT UK. **TR FOW/CO5/20** 1876(2 Mar)

1 membrane. Great Seal yellow wax in metal skiff.

Contents:

To David Greig and Max Eyth, both of Leeds, Yorkshire. For an invention of 'Improvements in machinery for moving land'. Term: 14 years. Patent no: 902. Duty paid: £50 & £100.

LETTERS PATENT UK. **TR FOW/CO5/21** 1876(14 Jun)

1 membrane. Great Seal yellow wax - broken in metal skiff top part only.

Contents:

To David Greig of the Steam Plough Works, Leeds, Yorkshire. For an invention of 'Improvement in traction engines for military purposes'. Term: 14 years. Patent no: 2471. No subsequent duty stamped.

LETTERS PATENT UK. **TR FOW/CO5/22** 1876(26 Jun)

1 membrane. Great Seal yellow wax in metal skiff.

Contents:

To David Greig and Max Eyth, both of the Steam Plough Works, Leeds, Yorkshire. For an invention of 'Improvements in air condensors for steam engines'. Term: 14 years. Patent no: 2633. No subsequent duty stamped.

LETTERS PATENT UK. **TR FOW/CO5/23** 1876(24 Aug)

1 membrane. Great Seal yellow wax in metal skiff.

Contents:

To David Greig and Gustav Achilles, both of the Steam Plough Works, Leeds, Yorkshire. For an invention of 'Improvements in traction engines and other locomotive engines driven by means of gear wheels'. Term: 14 years. Patent no: 3333. Duty paid: £50.

LETTERS PATENT UK. **TR FOW/CO5/24** 1876(3 Oct)

1 membrane. Great Seal yellow wax in metal skiff.

Contents:

To George Greig of Harvieston, Stonehaven, Kincardineshire, Scotland. For an invention of 'Improvements in steam and other cultivators'. Term: 14 years. Patent no: 3831. Duty paid: £50 & £100.

LETTERS PATENT UK. **TR FOW/CO5/25** 1877(20 Jan)

1 membrane. Great Seal yellow wax in metal skiff.

Contents:

To David Greig of the Steam Plough Works, Leeds, Yorkshire: Thomas Benstead of 44 Winsover Road, Spalding, Lincolnshire and James Edwin Phillips of Grantham, Lincolnshire. For an invention of 'Improvements in mowing and reaping machines'. Term: 14 years. Patent no: 269. No subsequent duty stamped.

LETTERS PATENT UK. **TR FOW/CO5/26** 1877(12 Mar)

1 membrane. Great Seal yellow wax in metal skiff.

Contents:

To James Stear of the Strafford Collieries, Barnsley, Yorkshire and William Daniel of the Steam Plough Works, Leeds, Yorkshire. For an invention of 'Improvements in engines worked by compressed air'. Term: 14 years. Patent no: 984. No subsequent duty stamped.

LETTERS PATENT UK. **TR FOW/CO5/27** 1877(12 Mar)

1 membrane. Great Seal yellow wax in metal skiff.

Contents:

To the Honourable Walter Stuart, Master of Blantyre, residing at Scibers Cross, Sutherlandshire and George Greig of Harvieston, Stonehaven, Kincardineshire. For an invention of 'Improvement in wire and other fences'. Term: 14 years. Patent no: 991. No subsequent duty stamped.

LETTERS PATENT UK. **TR FOW/CO5/28** 1877(22 Jun)

1 membrane. Great Seal yellow wax in metal skiff.

Contents:

To Robert William Eddison of Leeds, Yorkshire. For an invention of 'Improved means of propelling street cars and other vehicles'. Term: 14 years. Patent no: 2431. No subsequent duty stamped.

LETTERS PATENT UK. **TR FOW/CO5/29** 1877(2 Jul)

1 membrane. Great Seal yellow wax in metal skiff.

Contents:

To David Greig of the Steam Plough Works, Leeds, Yorkshire. For an invention of 'Improvements in balance ploughs'. Term: 14 years. Patent no: 2537. Duty paid: £50.

CERTIFICATE **TR FOW/CO5/29/1** 1884(1 Jul)

Contents:

Of renewal of above Letters Patent. For 7 years from 1884. Duty: £100.

LETTERS PATENT UK. **TR FOW/CO5/30** 1877(31 Jul)

1 membrane. Great Seal yellow wax in metal skiff.

Contents:

To The Honourable Walter Stuart, Master of Blantyre, residing at Scribes Cross, Sutherlandshire and George Steig of Harvieston, Stonehaven, Kincardineshire. For an invention of 'Improvements in machinery for reaping and rolling land and in steam engines for these and other purposes'. Term: 14 years. Patent no: 2938. Duty paid: £50.

VOLUME OF PATENT SPECIFICATIONS. Volume 1. **TR FOW/CO5/31** 1858(3 Mar) - 1861(25 Jun)

Bound volume

Contents:

All are printed UK specifications. There is a contents list at the front of the volume stating date, patent number, patentee and description.

Specification [provisional only] no.424. **TR FOW/CO5/31/i** 1858(3 Mar)

Contents:

For 'Improvements in apparatus employed in laying down electric telegraph cables! In the name of John Fowler jnr. of Cornhill, London - engineer.

Specification no.710. **TR FOW/CO5/31/ii** 1858(3 Apr)

Contents:

For Improvements in apparatus used when ploughing, tilling, or cultivating land by steam power'. In the name of John Fowler jnr. of Cornhill, London. Pp.5. 2 sheets of drawings.

Specification no.1232. **TR FOW/CO5/31/iii** 1858(1 Jun)

Contents:

For 'Improvements in agricultural apparatuses for ploughing and otherwise operating upon land'. In the names of Robert Wilson Chandler of Bow, Middlesex - engineer and Thomas Oliver of Hatfield, Herts - farmer. Pp.8. 3 sheets of drawings.

Specification no. 1591. **TR FOW/CO5/31/iv** 1858(14 Jul)

Contents:

For 'Improvements in apparatus used when ploughing, tilling or cultivating land by steam power'. In the name of John Fowler jnr. of Cornhill, London - engineer. Pp.8. 5 sheets of drawings.

Specification no.1948. **TR FOW/CO5/31/v** 1858(27 Aug)

Contents:

For 'Improvements in the construction and arrangement of locomotive and other carriages to facilitate their movement on common roads and other surfaces'. In the names of John Fowler jnr. of Cornhill, London. Pp.4. 1 sheet of drawing.

Specification no.2153. **TR FOW/CO5/31/vi** 1858(25 Sep)

Contents:

For 'Improvements in the construction of steam cultivators, and in the means for operating such and other locomotive steam engines'. In the name of Robert Romaine of Bedford Row, Middlesex - gent. Pp.14. 3 sheets of drawings.

Specification no.2156. **TR FOW/CO5/31/vii** 1858(25 Sep)

Contents:

For 'Improvements in apparatus for applying power to the cultivation of the soil'. In the name of Collinson Hall of Navestock, Essex - esquire. Pp.6. 1 sheet drawing.

Specification no.2420. **TR FOW/CO5/31/viii** 1858(20 Oct)

Contents:

For 'Improvements in agricultural apparatuses for ploughing and otherwise operating up land'. In the names of Robert Wilson Chandler of Bow, Middlesex - engineer and Thomas Oliver of Hartfield, Herts - farmer. Pp.11. 5 sheets of drawings.

Specification no.2458. **TR FOW/CO5/31/ix** 1858(3 Nov)

Contents:

For 'Improvements in applying motive power to actuate ploughs and other agricultural implements'. In the names of John Fowler jnr. Robert Burton and David Greig, all of Cornhill, London. Pp.8. 2 sheets of drawings.

Specification no.216. **TR FOW/CO5/31/x** 1858(3 Nov)

Contents:

For 'Improvements in agricultural implements and in apparatuses used for hauling agricultural implements by steam power'. In the names of John Fowler jnr. of Cornhill, London, Robert Burton of Kingsland, Middlesex,; David Greig of New Cross, Kent and Jeremiah Head of Newcastle-on-Tyne. Pp.11. 5 sheets of drawings.

Specification no.1229. **TR FOW/CO5/31/xi** 1859(18 May)

Contents:

For 'Improvements in the means of applying steam power to the cultivation of the soil'. In the name of Robert Romaine, late of Canada West, now of Bedford Row, Middlesex - gent. Pp.7. 1 sheet of drawing.

Specification no.1908. **TR FOW/CO5/31/xii** 1859(19 Aug)

Contents:

For 'Improvements in ploughs, cultivators, or tilling implements and in machinery for giving motion to the same by steam power'. In the names of John Fowler jnr. Robert Burton and David Greig jnr. all of Cornhill, London: Edward Ellis Allen of Knightsbridge, and William Worby of Ipswich. Pp.20. 5 sheets of drawings.

Specification no.974. **TR FOW/CO5/31/xiii** 1860(18 Apr)

Contents:

For 'Improvements in tilling land, and in actuating agricultural implements by steam power and in apparatuses employed therein'. In the names of John Fowler jnr. of Cornhill, London: William Worby of Ipswich and David Greig of New Cross, Deptford. Partly a communication from Schubert and Hesse, of Dresden. Pp.11. 2 sheets of drawings.

Specification no.2003. **TR FOW/CO5/31/xiv** 1860(18 Aug)

Contents:

For 'Improved machinery applicable to steam cultivation'. In the name of Robert Romaine, of Devizes, Wiltshire - gent. Pp.13. 5 sheets of drawings.

Specification no.2889. **TR FOW/CO5/31/xv** 1860(24 Nov)

Contents:

For 'Improvements in apparatus for raising, lowering and hauling weights'. In the names of John Fowler, the younger. Robert Burton and David Greig, all of Leeds, Yorks - mechanical engineers. Pp.7. 2 sheets of drawings.

Specification no.1252. **TR FOW/CO5/31/xvi** 1861(16 May)

Contents:

For 'Improvements in implements for cultivating land suitable to be worked by steam or other power'. In the name of Charles Clay of Walton, Wakefield, Yorks. Pp.6. 1 sheet of drawing.

Specification no.1483. **TR FOW/CO5/31/xvii** 1861(10 Jun)

Contents:

For 'Improvements in machinery applicable to steam cultivation'. In the name of Robert Romaine of Devizes, Wiltshire - agricultural engineer. Pp.16. 5 sheets of drawings.

Specification no.1628. **TR FOW/CO5/31/xviii** 1861(25 Jun)

Contents:

For 'Improvements in machines for ploughing or tilling land by steam power'. In the name of John Fowler jnr. of Leeds, Yorkshire - engineer. Pp.4. 1 sheet of drawing.

VOLUME OF PATENT SPECIFICATIONS. Volume 2. **TR FOW/CO5/32** 1862(17 Jan) - 1870(13 Dec)

Contents:

All are printed UK specifications. Contents list at the front of the volume as vol.1. Items are in chronological order.

Specification no.129. **TR FOW/CO5/32/i** 1862(17 Jan)

Contents:

For 'Improvements in apparatus to be used in cultivating land by steam power and in steam boilers used for agricultural and traction purposes'. In the name of Robert Romaine of Devizes, Wiltshire - agricultural engineer. Pp.14. 7 sheets of drawings [3 provisional, 4 final].

Specification no.612. **TR FOW/CO5/32/ii** 1862(7 Mar)

Contents:

For 'Improvements in apparatus for cultivating or tilling land'. In the names of John Fowler jnr, David Greig and Richard Noddings of Leeds, Yorkshire. Pp.6. 5 sheets of drawings.

Specification no.1221. **TR FOW/CO5/32/iii** 1862(25 Apr)

Contents:

For 'Improved apparatus for cultivating land by means of steam power'. In the name of William Fisken of Stamfordham, Northumberland - presbyterian minister. Pp.5. 1 sheet of drawing.

Specification no.1318. **TR FOW/CO5/32/iv** 1862(3 May)

Contents:

For 'Improvements in engines for hauling agricultural implements'. In the name of John Fowler of Leeds, Yorkshire - engineer. Pp.5. 1 sheet of drawing.

Specification no.1379. **TR FOW/CO5/32/v** 1862(8 May)

Contents:

For 'Improvements in apparatus for tilling land by steam power'. In the names of John Fowler of Leeds, Yorkshire - engineer and John King of Chadshurst, Warwickshire - farmer. Pp.11. 5 sheets of drawings.

Specification no.2513. **TR FOW/CO5/32/vi** 1863(13 Oct)

Contents:

For 'Improvements in apparatus used for hauling agricultural implements'. In the name of John Fowler of Leeds, Yorkshire - engineer. Pp.6. 1 sheet of drawing.

Specification no.3126. **TR FOW/CO5/32/vii** 1863(11 Dec)

Contents:

For 'Improvements in engines for hauling agricultural implements, and also in traction engines'. In the name of Thomas Webb of Smallwood Manor, Uttoxeter, Staffordshire. Pp.5. 2 sheets of drawings.

Specification no.1283. **TR FOW/CO5/32/viii** 1864(21 May)

Contents:

For 'Improvements in horse-shoes'. In the name of John Fowler jnr. of Leeds, Yorkshire - engineer. Pp.3. 1 sheet of drawing.

Specification no.1351. **TR FOW/CO5/32/ix** 1864(31 May)

Contents:

For 'Improvements in steam carriages to travel on common roads, and also in portable steam engines'. In the names of John Fowler of Leeds, Yorkshire - engineer and Thomas Webb of Smallwood Manor, Uttoxeter, Staffordshire. Pp.6. 2 sheets of drawings.

Specification no.1104. **TR FOW/CO5/32/x** 1865(20 Apr)

Contents:

For 'Improvements in machinery for cultivating land'. In the name of David Greig of the Steam Plough Works, Leeds, Yorkshire - engineer. Partly a communication from Max Eyth, residing at Shubra, Egypt. Pp.2. 5 sheets of drawings.

Specification no.2524. **TR FOW/CO5/32/xi** 1865(2 Oct)

Contents:

For 'Improvements in travelling cranes'. In the names of David Greig and Robert Burton, both of the Steam Plough Works, Leeds, Yorkshire - engineers. Pp.5. 1 sheet of drawing.

Specification no.1781. **TR FOW/CO5/32/xii** 1866(5 Jul)

Contents:

For 'Improvements in locomotives engines and tenders'. In the name of Robert Fowler of Cornhill, London. A communication from Edwin Parke Quadling of Cape Town, Cape of Good Hope. Pp.6. 4 sheets of drawings.

Specification no.300. **TR FOW/CO5/32/xiii** 1867(2 Feb)

Contents:

For 'Improvements in engines and machinery employed in tilling land'. In the names of David Greig, Robert Burton and Frederick Parker, of the Steam Plough Works, Leeds, Yorkshire. Pp.6. 2 sheets of drawings.

Specification no.1016. **TR FOW/CO5/32/xiv** 1867(4 Apr)

Contents:

For 'Improvements in railways and railway engines'. In the names of Barnard Fowler, Cornhill, London - merchant and David Greig of the Steam Plough Works, Leeds, Yorkshire - engineer. Pp.6. 1 sheet of drawing.

Specification no.2088. **TR FOW/CO5/32/xv** 1867(16 Jul)

Contents:

For 'Improvements in ploughs'. In the name of Thomas Pirie, of Nether Kirimundy, Aberdeenshire, Scotland - implement maker. Pp.7. 1 sheet of drawing.

Specification no.890. **TR FOW/CO5/32/xvi** 1868(16 Mar)

Contents:

For 'Improvements in traction engines and other engines to travel on common roads'. In the name of David Greig of the Steam Plough Works, Leeds, Yorkshire. Pp.4. 1 sheet of drawing.

Specification no.3643. **TR FOW/CO5/32/xvii** 1868(30 Nov)

Contents:

For 'Improvements in casting, plough heads, wheels and crank axles'. In the names of David Greig - engineer and John Fernie - ironmaster, born of Leeds, Yorkshire. Pp.6.

Specification no.3711. **TR FOW/CO5/32/xviii** 1868(5 Dec)

Contents:

For 'Improvements in the construction of steam cultivating machinery'. In the names of Barnard Fowler, David Greig and Robert Burton of the Steam Plough Works, Leeds, Yorkshire. Pp.6. 2 sheets of drawings.

Specification no.60. **TR FOW/CO5/32/xix** 1869(8 Jan)

Contents:

For 'Improvements in horse ploughs'. In the name of Reginald Wigram, of Leeds, Yorkshire - engineer. Pp.4. 1 sheet of drawing.

Specification no.1318. **TR FOW/CO5/32/xx** 1869(28 Apr)

Contents:

For 'Improvements in apparatus to be used in cultivating land when steam power is employed'. In the names of David Greig, Robert Burton, James Gozney and Thomas Atkinson, all of the Steam Plough Works, Leeds, Yorkshire - engineers. Pp.9. 4 sheets of drawings.

Specification [provisional only] no.2162. **TR FOW/CO5/32/xxi** 1869(17 Jul)

Contents:

For 'Improvements in carrying the steering or other road wheels of implements, traction engines or other machines adapted for moving over common roads or fields'. In the name of Max Eyth, of the Steam Plough Works, Leeds, Yorkshire. Pp.2.

Specification no.697. **TR FOW/CO5/32/xxii** 1870(9 Mar)

Contents:

For 'Improvements in smelting iron ore, and in furnaces employed therein'. In the name of George Fowler, of Basford, Nottinghamshire. Pp.6. 1 sheet of drawing.

Specification no.1779. **TR FOW/CO5/32/xxiii** 1870(22 Jun)

Contents:

For 'Improvements in rotary engines'. In the names of Thomas Graham, of Beeston Hill, Yorkshire - mechanical engineer, and Thomas Dixon of Hunslet, Leeds, Yorkshire - blacksmith. Pp.5. 1 sheet of drawing.

Specification no.2184. **TR FOW/CO5/32/xxiv** 1870(5 Aug)

Contents:

For 'Improvements in steam engines'. In the name of Max Eyth of the Steam Plough Works, Leeds, Yorkshire - engineer. Pp.6. 2 sheets of drawings.

Specification no.2725. **TR FOW/CO5/32/xxv** 1870(15 Oct)

Contents:

For 'Improvements in apparatus for ploughing, harrowing, and sowing land when steam power is employed'. In the names of David Greig and Max Eyth, both of the Steam Plough Works, Leeds, Yorkshire. Pp.11. 5 sheets of drawings.

Specification [provisional only] no.3263. **TR FOW/CO5/32/xxvi** 1870(13 Dec)

Contents:

For 'Improvements in carriages and waggons, and relating especially to carriages and waggons to be drawn in trains on common roads by traction engines'. In the names of David Greig and James Gozney, of the Steam Plough Works, Leeds, Yorkshire - engineers. Pp.2.

VOLUME OF PATENT SPECIFICATIONS. Volume 3. **TR FOW/CO5/33** 1871(23 Feb) - 1877(31 Jul)

Bound volume

Contents:

All are printed UK specifications. Contents list at the front of volume as volume 1. Items are in chronological order. Contents:

Specification no.481. **TR FOW/CO5/33/i** 1871(23 Feb)

Contents:

For 'Improvements in the construction of steam cultivating machinery'. In the name of Thomas Atkinson of Leeds, Yorkshire - engineer. Pp.7. 1 sheet of drawing.

Specification [provisional only] no.760. **TR FOW/CO5/33/ii** 1871(21 Mar)

Contents:

For 'Improvements in the construction of wheels for traction engines and waggons'. In the names of Robert Burton and Robert Weston Burton of the Steam Plough Works, Leeds, Yorkshire. Pp.2.

Specification no.980. **TR FOW/CO5/33/iii** 1871(13 Apr)

Contents:

For 'Improvements in traction engines to travel on ordinary roads'. In the names of David Greig and Max Eyth, both of the Steam Plough Works, Leeds, Yorkshire. Pp.8. 3 sheets of drawings.

Specification no.1412. **TR FOW/CO5/33/iv** 1871(26 May)

Contents:

For 'Improvements in wheels for traction engines'. In the names of Robert Burton and Richard Holgate Shaw, both of the Steam Plough Works, Leeds, Yorkshire. Pp.5. 1 sheet of drawing.

Specification no.1599. **TR FOW/CO5/33/v** 1871(16 Jun)

Contents:

For 'Improvements in machinery for compressing air'. In the names of David Greig and William Daniel, both of the Steam Plough Works, Leeds, Yorkshire. Pp.5. 1 sheet of drawing.

Specification no.1782. **TR FOW/CO5/33/vi** 1871(7 Jul)

Contents:

For 'Improvements in the transport of agricultural or other produce over the land, and in wagons employed for such purposes'. In the names of David Greig and Robert Burton, both of the Steam Plough Works, Leeds, Yorkshire. Pp.4. 2 sheets of drawings.

Specification no.2302. **TR FOW/CO5/33/vii** 1872(1 Aug)

Contents:

For 'Improvements in coal cutting machinery'. In the names of David Greig and Thomas Gillott, both of the Steam Plough Works, Leeds, Yorkshire. Pp.5. 2 sheets of drawings.

Specification no.3151. **TR FOW/CO5/33/viii** 1872(24 Oct)

Contents:

For 'Improvements in steam ploughs'. In the name of John McLennan of Dunrobin Mains, Golspie, Sutherlandshire, Scotland. Pp.9. 1 sheet of drawing.

Specification no.3498. **TR FOW/CO5/33/ix** 1872(22 Nov)

Contents:

For 'Improvements in the construction of steam and other multiple furrow ploughs'. In the names of David Greig and George Steig, both of the Steam Plough Works, Leeds, Yorkshire. Pp.7. 1 sheet of drawings.

Specification no.2137. **TR FOW/CO5/33/x** 1873(18 Jun)

Contents:

For 'Improvements in apparatus for facilitating the charging and discharging of tubs or corves on to and off cages of lifts'. In the name of George Fowler of Basford Hall, Nottinghamshire. Pp.7. 1 sheet of drawing.

Specification no.3940. **TR FOW/CO5/33/xi** 1873(1 Dec)

Contents:

For 'Improvements in apparatus for actuating steam ploughs and other agricultural implements'. In the names of David Greig and Robert Burton, both of the Steam Plough Works, Leeds, Yorkshire - engineers. Pp.6. 2 sheets of drawings.

Specification no.319. **TR FOW/CO5/33/xii** 1874(24 Jan)

Contents:

For 'Improvements in implements to be used in cultivating waste or moor land by steam power'. In the name of George Grencille William Sutherland Leveson Gower, Duke of Sutherland, of Stafford House, Middlesex. Pp.5. 1 sheet of drawing.

Specification no.527. **TR FOW/CO5/33/xiii** 1874(10 Feb)

Contents:

For 'Improvements in machinery for towing by fixed ropes'. In the names of David Greig and Max Eyth, both of the Steam Plough Works, Leeds, Yorkshire. Pp.10. 2 sheets of drawings.

Specification no.1265. **TR FOW/CO5/33/xiv** 1874(11 Apr)

Contents:

For 'Improvements in steam cultivating apparatus'. In the names of David Greig and Max Eyth, both of the Steam Plough Works, Leeds, Yorkshire. Pp.20. 4 sheets of drawings.

Specification no.1657. **TR FOW/CO5/33/xv** 1874(9 May)

Contents:

For 'Improvements in the construction of machinery for the cultivation of land by steam power'. In the names of David Greig and Richard Holgate Shaw of the Steam Plough Works, Leeds, Yorkshire. Pp.5. 1 sheet of drawing.

Specification no.1658. **TR FOW/CO5/33/xvi** 1874(9 May)

Contents:

For 'Improvements in tramway carriages when propelled by steam or other motive power'. In the names of David Greig and Robert Burton, both of the Steam Plough Works, Leeds, Yorkshire. Pp.4. 1 sheet of drawing.

Specification no.3535. **TR FOW/CO5/33/xvii** 1874(14 Oct)

Contents:

For 'Improvements in combined engines and boilers for winding, hauling, pumping, air compressing, and other purposes'. In the names of David Greig of the Steam Plough Works, Leeds, Yorkshire - engineer and William Daniel of the same - engineer. Pp5. 3 sheets of drawings.

Specification no.4284. **TR FOW/CO5/33/xviii** 1874(12 Dec)

Contents:

For 'Improvements in wagons and in apparatus for distributing manure'. In the name of George Greig, India Buildings, Edinburgh. Pp.5. 2 sheets of drawings.

Specification no.663. **TR FOW/CO5/33/xix** 1875(23 Feb)

Contents:

For 'Improvements in steam ploughing, traction, mining, portable and other engines'. In the names of David Greig and Max Eyth, both of the Steam Plough Works, Leeds, Yorkshire. Pp.7. 2 sheets of drawings.

Specification [provisional only] no.1483. **TR FOW/CO5/33/xx** 1875(22 Apr)

Contents:

For 'Improvements in straw elevators'. In the name of George Greig of Harvieston, Stonehaven, Kincardineshire, Scotland. Pp.2.

Specification no.1563. **TR FOW/CO5/33/xxi** 1875(28 Apr)

Contents:

For 'Improvements in apparatus for cultivating or tilling land'. In the name of David Greig of the Steam Plough Works, Leeds, Yorkshire. Pp.4. 1 sheet of drawing.

Specification [provisional only] no.3111. **TR FOW/CO5/33/xxii** 1875(4 Sep)

Contents:

For 'Improvements in air compressors'. In the names of David Greig of the Steam Plough Works, Leeds, Yorkshire and John Short and John George Weeks, both of Bedlington Colliery, Bedlington, Northumberland. Pp.1.

Specification no.4453. **TR FOW/CO5/33/xxiii** 1875(22 Dec)

Contents:

For 'Improvements in implements for tilling land'. In the names of Robert Burton and Alfred Greig, both of the Steam Plough Works, Leeds, Yorkshire. Pp.9. 4 sheets of drawings.

Specification no.102. **TR FOW/CO5/33/xxiv** 1876(8 Jan)

Contents:

For 'Improvements in reaping machines'. In the name of Thomas Benstead, Spalding, Lincolnshire. Letters patent granted but no final specification filed. Pp.1.

Specification no.902. **TR FOW/CO5/33/xxv** 1876(2 Mar)

Contents:

For 'Improvements in machinery for moving land'. In the names of David Greig and Max Eyth, both of Leeds, Yorkshire. Partly a communication from Peter Waite, Adelaide, Australia. Pp.6. 2 sheets of drawings.

Specification no.2471. **TR FOW/CO5/33/xxvi** 1876(14 Jun)

Contents:

For 'Improvements in traction engines for military purposes'. In the name of David Greig of the Steam Plough Works, Leeds, Yorkshire. Pp.3. 2 sheets of drawings.

Specification no.2633. **TR FOW/CO5/33/xxvii** 1876(26 Jun)

Contents:

For 'Improvements in air condensers for steam engines'. In the names of David Greig and Max Eyth, both of the Steam Plough Works, Leeds, Yorkshire. Pp.3. 1 sheet of drawing.

Specification no.2791. **TR FOW/CO5/33/xxviii** 1876(8 Jul)

Contents:

For 'Improvements in locomotive and tramway engines'. In the name of David Greig of the Steam Plough Works, Leeds, Yorkshire. Pp.2. 2 sheets of drawings.

Specification no.2789. **TR FOW/CO5/33/xxix** 1876(8 Jul)

Contents:

For 'Improvements in reaping machines'. In the names of Thomas Benstead of Spalding, Lincolnshire and David Greig of the Steam Plough Works, Leeds, Yorkshire. Pp4. 3 sheets of drawings.

Specification no.3333. **TR FOW/CO5/33/xxx** 1876(24 Aug)

Contents:

For 'Improvements in traction engines and other locomotive engines driven by means of gear wheels'. In the names of David Greig and Gustav Achilles, both of the Steam Plough Works, Leeds, Yorkshire. Pp.4. 4 sheets of drawings.

Specification no.3831. **TR FOW/CO5/33/xxxi** 1876(3 Oct)

Contents:

For 'Improvements in steam and other cultivators'. In the name of George Greig of Harvieston, Stonehaven, Kincardineshire, Scotland. Pp.3. 3 sheets of drawings.

Specification no.269. **TR FOW/CO5/33/xxxii** 1877(20 Jan)

Contents:

For 'Improvements in mowing and reaping machines'. In the names of David Greig of the Steam Plough Works, Leeds, Yorkshire: Thomas Benstead, of Spalding Lincolnshire, and James Edwin Phillips of Stantham, Lincolnshire. Pp.4. 2 sheets of drawings.

Specification [provisional only] no.786. **TR FOW/CO5/33/xxxiii** 1877(26 Feb)

Contents:

For 'Improvements in locomotive and other steam engines'. In the names of Richard Wigram and Frederick James Cribb, both of the Steam Plough Works, Leeds, Yorkshire. Pp.1.

Specification no.984. **TR FOW/CO5/33/xxxiv** 1877(12 Mar)

Contents:

For 'Improvements in engines worked by compressed air'. In the names of James Stear of the Strafford Collieries, Barnsley, Yorkshire - engineer and William Daniel of the Steam Plough Works, Leeds, Yorkshire - engineer. Pp.2. 2 sheets of drawings.

Specification no.991. **TR FOW/CO5/33/xxxv** 1877(12 Mar)

Contents:

For 'An improvement in wire and other fences'. In the names of The Honourable Walter Stuart, Master of Blantyre, resident at Scibers Cross, Sutherland, Scotland and George Greig of Harvieston, Stonehaven, Kincardineshire, Scotland. Pp.2. 1 sheet of drawing.

Specification no.1351. **TR FOW/CO5/33/xxxvi** 1877(6 Apr)

Contents:

For 'Improvements in traction engines'. In the names of Barnard Fowler and Max Eyth, both of the Steam Plough Works, Leeds, Yorkshire. Pp.3. 3 sheets of drawings.

Specification no.2537. **TR FOW/CO5/33/xxxvii** 1877(2 Jul)

Contents:

For 'Improvements in balance ploughs'. In the name of David Greig of the Steam Plough Works, Leeds, Yorkshire. Pp.3. 2 sheets of drawings.

Specification no.2938. **TR FOW/CO5/33/xxxviii** 1877(31 Jul)

Contents:

For 'Improvements in machinery for reaping and rolling land, and in steam engines for these and other purposes'. In the names of The Honorable Walter Stuart, Master of Blantyre, resident at Scibers Cross, Sutherland, Scotland and George Greig of Harvieston, Stonehaven, Kincardineshire, Scotland. Pp.5. 3 sheets of drawings.

PATENT SPECIFICATION **TR FOW/CO5/34** 1860(18 Apr)

Contents:

[Enrolment duplicate], UK. No. 974. For 'Improvements in tilling land and in actuating agricultural implements by steam power and in apparatus employed therein'. In the names of John Fowler jnr, of Cornhill, London: William Worby of Ipswich and David Greig of New Cross, Deptford. Partly a communication from Schubart and Hesse, Dresden. 3 membranes. The accompanying drawing is not extant.

PATENT SPECIFICATION DRAWING **TR FOW/CO5/35** 1866(5 Jul)

Contents:

[Enrolment duplicate], UK. No.1781. For 'Improvements in locomotive engines and tenders'. In the name of Robert Fowler of Cornhill, London. A communication from Edwin Parke Quadling of Cape Town, Cape of Good Hope. The drawing is of Figs. 1-3 only: Figs. 4 & 5 formed an additional sheet now lost. The printed specification [TR FOW/CO5/32 xii] reproduces all 5 figures on 4 sheets.

PATENT SPECIFICATION DRAWING **TR FOW/CO5/36** 1871(26 May)

Contents:

[Enrolment duplicate], UK no. 1412. For 'Improvements in wheels for traction engines'. In the names of Robert Burton and Richard Holgate Shaw, both of the Steam Plough Works, Leeds, Yorkshire. The drawing is reproduced in the printed specification [TR FOW/CO5/33 iv].

PATENT SPECIFICATION DRAWING **TR FOW/CO5/37** 1871(16 Jun)

Contents:

[Enrolment duplicate], UK. No. 1599. For 'Improvements in machinery for compressing air'. In the names of David Greig and William Daniel, both of the Steam Plough Works, Leeds, Yorkshire. The drawing is reproduced in the printed specification [TR FOW/CO5/33 v].

LETTERS PATENT. **TR FOW/CO5/38** 1894(15 Dec)

Contents:

Dominion of Canada to Walter Maplesden Noakes and Edward Joseph Clarkson, both of Sydney, New South Wales - engineers. For an invention of 'Improvements in machine sheep shears'. Elected domicile: Ottawa, Ontario. Term: 18 years. Patent no: 47733. attached is:
i. 1894(14 Jul). Specification [duplicate] for the above. Pp.4. 1 sheet of drawing.

CERTIFICATE **TR FOW/CO5/39** 1894(20 Aug)

Contents:

Of deposit of patent specification at the office of the Colonial Secretary, Cape Town, Cape of Good Hope. In the names of Walter Maplesden Noakes and Edward Joseph Clarkson of Sydney, New South Wales.

LETTERS PATENT. **TR FOW/CO5/40** 1894(23 Aug)

1 membrane.

Contents:

Colony of Natal. To Walter Maplesden Noakes and Edward Joseph Clarkson, both of Sydney, New South Wales, Australia. For an invention of 'An improved machine sheep-shear'. Term: 14 years.

LETTERS PATENT. **TR FOW/CO5/41** 1895(4 Jan)

Contents:

Colony of Queensland. To Walter Maplesden Noakes and Edward Joseph Clarkson, both of 25 Elizabeth Street, Sydney, New South Wales - engineers. For an invention of 'An improved machine sheep shear'. Term: 14 years. Patent no: 2700. Register of Patents Vol.III.

LETTERS PATENT. **TR FOW/CO5/42** 1895(29 Apr)

1 membrane.

Contents:

Colony of Tasmania. To Walter Maplesden Noakes and Edward Joseph Clarkson of Sydney, New South Wales - engineers. For an invention of 'A improved machine sheep-shear'. Term: 14 years. Patent no: 1307, book of patents no.5.

LETTERS PATENT. **TR FOW/CO5/43** 1856(30 Sep)

Language: French

Contents:

France. To John Fowler jnr. [of Bristol], represented by Maurice Sautter, 2 rue Drouot, Paris. For an invention of 'Improvements in machinery and ploughs for working and cultivating the land'. Term: 14 years. Patent no: 27,999.

PATENT SPECIFICATION **TR FOW/CO5/43/1** 1856(4 Jun)

Contents:

[Duplicate]. For the above invention [steam plough and anchor]. In French. Text is MSS. 2 sheets of drawings.

LETTERS PATENT. **TR FOW/CO5/44** 1879(25 Jun)

Language: French

Contents:

France. To Alfred Greig [of Leeds], represented by Maurice Sautter, 6 rue de l'Oratoire, Paris, For an invention of 'Improvements in railways'. Term: 14 years. Patent no: 130,056.

PATENT SPECIFICATION **TR FOW/CO5/44/1** 1879(8 Apr)

Contents:

[Duplicate]. For the above invention. In French. Taxt is MSS. 1 sheet of drawing.

CERTIFICATE **TR FOW/CO5/45** 1894(27 Aug)

Language: German

Contents:

Of deposit of patent specification at the German Imperial Patent Office, Berlin. Patent no: 7540. In the names of Walter Maplesden Noakes and Edward Joseph Clarkson, Sydney, New South Wales. For 'Sheep-shearing machinery'.

LETTERS PATENT. **TR FOW/CO5/46** 1880(6 Apr)

Contents:

The United States of America. To Alfred Greig of Leeds, England. For an invention of 'Improvement in permanent ways for railways'. Term: 17 years. Patent no: 226,308. Attached is:
i. 1880(6 Apr). Specification, for the above. Pp.2. 3 sheets of drawings.

LETTERS PATENT. **TR FOW/CO5/47** 1895(9 Apr)

Contents:

The United States of America. To Walter Maplesden Noakes and Edward Joseph Clarkson of Sydney, New South Wales. For an invention of 'Machine sheep-shears'. Term: 17 years. Patent no: 537,065. Attached is:
i. 1894(6 Sep). Specification for the above. Pp.2. 2 sheets of drawings.

AGREEMENT **TR FOW/CO5/48** 1855(24 Jul)

Contents:

Party 1: William Fisken of Stamfordham, Northumberland - Presbyterian minister. David Fisken of Stockton-on-Tees, Co. Durham - gent and Thomas Fisken of the same - schoolmaster.
Party 2: Robert Roger of Stockton, aforesaid - engineer and ironfounder. Party 1 being joint inventors of 'Fisken's steam or power ploughing machine', having registered a provisional specification and UK letters patent being applied for, are willing to assign to Party 2 the said invention and letters patent, as soon as the latter be granted. Party 2 is to then pay the costs of patenting and an indenture is to be made officially assigning the patent to Party 2 for a consideration of 7½% of the value of each plough made by Party 2, provided proper books are maintained and are open for inspection.

LICENCE **TR FOW/CO5/49** 1857(30 Jul)

Contents:

Party 1: David Fisken - engineer and Thomas Robert Hay Fisken, of Hartlepool, Co. Durham - schoolmaster.
Party 2: Robert Roger of Stockton, Co. Durham - ironfounder.
Certain rights of manufacture and sale of an invention in the name of Party 1, protected by UK

letters patent no.1855 (19 Jul), namely 'Improvements for transmitting steam or other power for the tillage of lands by ploughs and other implements as well as for other purposes and machinery for applying the power so transmitted'. Rights not to cover machinery in connection with agriculture or tillage of the land. Party 2 to pay 7½% of the value of any such manufactured and sold, and to keep books of account for inspection by Party 1. Licence to extend until expiry of patent, including any renewals.

AGREEMENT TR FOW/CO5/50 1857(30 Jul)

Contents:

Party 1: Robert Roger of Stockton, Co. Durham - ironfounder.

Party 2: William Fisken of Stamfordham, Northumberland - Presbyterian minister; David Fisken - engineer and Thomas Robert Hay Fisken of Hartlepool, Co. Durham - schoolmaster.

Subsequent to that of 1855(24 Jul) [TR FOW/CO5/48]. The UK letters patent having been granted, the final specification filed and the patenting costs paid by Party 2, disputes arose between the parties whereby the above agreement was not brought into effect and no assignment of the patent made. Terms of this agreement include:

- i. Party 2 will release Party 1 from the former agreement for a consideration of £62, as paid immediately prior to this agreement.
- ii. Party 1 will release Party 2 from the former agreement provided Party 1 can use the machine manufactured by Party 2 under the above-mentioned letters patent, then lying at Stuart Hall, nr. Stirling, Scotland. Although Party 2 may have for his own use the materials lately part of another such machine.
- iii. Party 2 is to deliver to Party 1 the agreement of 1855(24 Jul), the letters patent and related documents.

DEED TR FOW/CO5/51 1859(3 Aug)

Contents:

Party 1: John Fowler the younger of 28 Cornhill, London - engineer.

Party 2: David Fisken, late of Stockton, Co. Durham, now of Stamfordham, Northumberland - engineer and Thomas Robert Hay Fisken, late of Stockton aforesaid, now of Hartlepool, Co. Durham - schoolmaster.

Varying terms of indenture of 1858(6 Mar) between David Fisken and Thomas Robert Hay Fisken - Party 1, William Fisken - Party 2, Robert Roger - Party 3 and John Fowler jnr. - Party 4.

Terms of this deed include:

- i. Covenant undertaken by John Fowler in former agreement to be considered void on payment of £100 by him to Party 2, here within acknowledged.
- ii. Party 1 to grant to Party 2 forthwith licence for the use of their joint invention under letters patent UK 1855(19 Jul). For the purpose of cultivation of the soil.
- iii. Invention of Party 2 to be employed in whole or part with no other method or system of cultivation.
- iv. Party 1 to pay £5 per set of machinery manufactured and sold under such patent to Party 2.
- v. Party 1 to cause a plate to be fixed to each such set of machinery entitled 'Fisken's Patent', and these words also to appear in advertisements by Party 1 for such machinery.
- vi. Any improvements upon the above invention made by Party 2 may be granted to Party 1 by licences for their manufacture, sale and use at the request and expense of Party 1.
- vii. All unaltered provisions of the former agreement to remain in force.

Attached is:

1. 1862(23 Dec). Certificate of registration of above deed in the Great Seal Patent Office.

AGREEMENT TR FOW/CO5/52 1862(15 Sep)

Contents:

Party 1: John Fowler

Party 2: David Fiskin and Thomas Robert Hay Fiskin.

Concerning the licence held by Party 1 for the manufacture and sale of machinery, as patented by Party 2, UK 1855(19 Jul). Namely 'Improvements in steam or other power for the tillage of land by ploughs and other implements as well as for other purposes and machinery for applying the power so transmitted'. For the purpose of cultivation of the soil. Terms include:

- i. Party 1 to pay to Party 2 £1 per plough or tilling implement on the balance principle and £1 per self moving anchor made and sold under the above patent. To be payable from 1862(30 Jun) and paid half-yearly thereafter, within one calendar month of 30 Jun or 31 Dec. Accounts of such items to be maintained by Party 1 and half-yearly statements sent to Party 2 as at 30 Jun and 31 Dec per year, so long as patent in force.
- ii. Consideration to be £200, payable to Party 2, herewithin acknowledged.
- iii. All unaltered provisions of deeds of 1859(3 Aug) [TR FOW/CO5/51] to remain in force.
- iv. Party 1 has the right to any disclaimer or memorandum of alteration of the patent either in title or specification. All are to be estopped from offering any opposition.

ASSIGNMENT TR FOW/CO5/53 1859(6 Aug)

Contents:

Party 1: John Allen Williams of Baydon, Nr. Hungerford, Wiltshire - esquire.

Party 2: John Fowler the younger of 28 Cornhill, London - civil engineer.

Two grants of letters patent with all their rights and privileges in the name of Party 1. Namely UK patent no.1030, 1855(8 May) for an invention of 'Improvements in machinery or apparatus for driving or actuating ploughs and other implements employed in working and cultivating land'. and patent no.285 UK, 1857(30 Jan) for an invention of 'Improvements in machinery or apparatus for ploughing or tilling land by steam power! The assignment is absolute, subject to the terms in the separate Deed of Arrangement [TR FOW/CO5/54] and that Party 1 may reserve for his use two double windlasses and three locomotive engines previously made by him under the above patents and that John Smith of Cove, nr. Wolverhampton, may also reserve for his use two double ploughing machines and five locomotive engines previously made by him. Attached is: 1 membrane.

- i. 1859(8 Aug). Certificate of registration of above assignment in the Great Seal Patent Office.

DEED OF ARRANGEMENT TR FOW/CO5/54 1859(6 Aug)

6 membranes - bifoliate.

Contents:

Party 1: John Fowler the younger of 28 Cornhill, London - civil engineer.

Party 2: John Allin Williams of Baydon, nr. Hungerford, Wiltshire - esquire. Containing terms to which above assignment of UK letters patent [TR FOW/CO5/53] is subject. These include:

- i. Royalties payable by Party 1 are only for the second grant of letters patent, namely 1857(30 Jan).
- ii. The expression 'rope traction' means 'the drawing, hauling or pulling by means of a travelling rope or ropes made of any material whatsoever actuated by winding machinery apparatus or mechanism of any description whatsoever'.
- iii. Party 1 to pay to Party 2, £6 per windlass, single or double drum used or applied in any hauling, winding or pulling machinery, involving 'rope traction', sold or let under the above patent

of 1857. To be payable at 1860(25 Mar) and half-yearly thereafter within one calendar month of 25 Mar and 29 Sep. Party 1 is also to pay £6 for every two out of three complete sets of hauling, winding or pulling machinery, involving 'rope traction', sold or let other than under the above patent of 1857. The amount to be payable as above.

iv. Any improvements to the above patent to be communicated to Party 1 who may apply for and obtain letters patent in the name of Party 2, after which they likewise are to be assigned to Party 1. Party 2 may however, act freely if Party 1 declines to patent such improvements after 2 months of their communication.

v. Accounts of the sale, lease, issue and disposal of such machinery as in iii, to be maintained by Party 1 including the names and addresses of persons concerned. Party 2 has right to inspect same.

vi. In the instance of legal actions to defend patent when undertaken by Party 1, the costs may be offset against above amounts owing to Party 2. When undertaken by Party 2, he may use the name of Party 1 provided indemnity be given to Party 1 against expense.

vii. Party 1 to pay Party 2 £5 per cultivating implement or apparatus manufactured, sold or let, if under patent by Party 2 and not concerned with hauling, winding or pulling machinery. Payable as in iii.

viii. If in the following 12 months either party makes notification of their intent to extend the letters patent, the other party has three months in which to dissent. Party 1 will pay all stamp duties, unless they notify Party 2 one month prior to payment. If such notification is made and the duty paid by Party 2, the letters patent are then to be assigned to Party 2.

ix. The letters patent are to be delivered up to Party 2 should Party 1 become bankrupt.

x. If at least half the steam cultivating machinery manufactured by Party 1 under this deed of arrangement does not involve 'rope traction', then Party 2 has rights of reassignment of letters patent.

xi. If the letters patent are deemed void by a Common Law or Equity Court, Party 1 may end the arrangement with Party 2 and reassign the letters patent.

xii. Party 1 has licensing rights of the letters patent, provided that the covenant with Party 2 that such licences will contain the terms of this deed of arrangement.

xiii. Complex clauses concerning the arbitration of any disputes arising. The following deed was subsequently entered after the above

1864(25 Feb)

SUPPLEMENTAL AGREEMENT

Party 1: John Fowler of 28 Cornhill, London - civil engineer.

Party 2: John Allin Williams of Baydon, nr. Hungerford, Wiltshire - esquire. Additional to the above arrangement, principally in regard to further inventions and applications and the claims of both parties upon them and their rights. Terms include:

i. Accounts mentioned in above arrangement be considered closed and settled as at 1863 (30 Jun), though party 1 considers them to be in excess of amount payable by him.

ii. The application of the above arrangement to the two engine system of cultivation is here clarified. The term 'per windlass' is to include both double and single models and two windlasses working together to accompany the haulage of one implement by two engines. A two engine system is deemed as one set of machinery for the payment of the £6 royalty not as two sets as previously claimed by Party 2. However, if a double drum windlass is used under each engine in accord with Party 2's invention, protected by letters of patent 1855(8 May), no.1030, the royalty will be on each two drum windlass, even if engines are employed and also if two or more implements are used by two engines at the same time.

iii. Party 1 now has further UK letters patent, 1859, no.610 for an invention of 'Improvements in machinery or apparatus for cultivation by steam power'. Although Party 1 does not admit the validity of this invention, as it touches on a patent of his own, he is willing to pay 10/- to Party 2 per plough and cultivating implement made with a pulley wheel at each end or attached to any

part of the frame. This payment is not covered by term vii in above arrangement and

iv. Party 2 may make use of the apparatus described in UK letters patent 1858(3 Apr), no. 719, granted to Party 1, for taking up the slack rope on pulleys provided it is applied to implements or cultivators applied to winding, hauling and pulling machinery purchased from Party 1. Royalty to be 1d. per application if demand. Party 2 is also to affix a plate reading 'Fowlers Patent' to the drum of any such apparatus. Details are to be sent to Party 1 of such implements or cultivators and the name and address of persons sold or delivered to so that Party 1 may check that they were originally purchased from him. Details to be sent half-yearly at 30 Jan and 31 Dec.

v. Accounts to be as in above arrangement and to take effect from 1863(30 Jun).

vi. All unaltered provisions in above arrangement to stand.

LICENCE TR FOW/CO5/55 1859(5 Aug)

Contents:

Party 1: Collinson Hall of Navestock, Essex - esquire.

Party 2: John Fowler jnr. of 28 Cornhill, London - engineer.

Of rights of manufacture and sale of an invention in the name of Party 1, protected by UK letters patent 1858(25 Sep). Namely 'Improvements in apparatus for applying power to the cultivation of the soil according to the terms of a prior agreement. Terms include:

- i. Party 1 may make and use machinery so patented on his lands, provided they exceed no more than ten implements and machines at one time.
- ii. Party 2 to pay to Party 1 £4 per windlass using wire rope made and sold under the above patent. To be payable at 1859(25 Dec) and half yearly thereafter within 15 days of 24 Jun and 25 Dec. After 28 days of these dates and no payment being made Party 1 has rights of distraint. Party 2 to give notice of premises for manufacture and sale of such items and to keep accounts with verifying documents, open to inspection by Party 1. If account not rendered by Party 2 within one calendar month of above dates, he will be liable to payment of £100 as 'liquidated damages'.
- iii. No deed to be made prejudicing terms of this licence.
- iv. Party 2 to pay £49.9.8d. as present costs of patenting and also of drawing up this licence, herewithin acknowledged. Also to pay stamp duty on letters patent at the required intervals of 3 and 7 years for their continuance.
- v. Complex clauses concerning bankruptcy, insolvency or death of Party 2 and the means for arbitration of any disputes arising.
- vi. Term 'windlass in which rope used' to mean 'any windlass, drum or pulley upon a horizontal, vertical or inclined axle in or upon or round which wire rope or band of any description is passed or made to take'.
- vii. Licence to extend for 14 years, that is term of protection of patent, provided renewal be made at the required intervals. 4 membranes.

ASSIGNMENT TR FOW/CO5/56 1859(22 Dec)

Contents:

Party 1: Robert Burton of Kingsland, Middlesex.

Party 2: David Greig of New Cross, Kent and Jeremiah Head of Newcastle on Tyne, Northumberland.

Party 3: John Fowler the younger of 28 Cornhill, London - engineer. By Parties 1 & 2 to Party 3. Of their legal title including the rights of management and disposal, in an invention in the names of all 3 parties, protected by UK letters patent 1859(24 Jan) no. 216. Namely 'Improvements in agricultural implements and in apparatus used for hauling agricultural implements by steam power'. This is in accord with a prior agreement by the parties and the cost of the letters patent

having been met by Party 3. The assignment is also subject to certain terms in respect of Party 1, though not Party 2, and these are contained in separate articles of agreement [TR FOW/CO5/57].

ARTICLES OF AGREEMENT **TR FOW/CO5/57** 1859(22 Dec)

1 membrane - biofoliate.

Contents:

Party 1: John Fowler the younger of 28 Cornhill, London.

Party 2: Robert Burton of 8 Maberley Terrace, Balls Pond Road, Kingsland, Middlesex. Containing terms in respect of the above assignment [TR FOW/CO5/56] with regard to the parties herein named. Terms include:

- i. Party 1 to pay Party 2 £5 per windlass manufactured and sold under the above letters patent, and also in respect of such windlasses manufactured and sold under licence from Party 1, though not upon experimental models. To be payable half-yearly within 21 days of 30 Jun and 31 Dec for both himself and/or any licencees. Party 1 to maintain accounts of such sales, open to inspection by Party 2.
- ii. Party 1 not bound herein to manufacture the invention.
- iii. If by the end of 1860 Party 1 does not consider that the invention can be brought into general use, he may determine his obligation to pay royalties by notifying Party 1 in writing before 1861 (24 Jan). Then if Party 2 should request, Party 1 will grant Party 2 an exclusive license for the sale and manufacture of the invention, at the expense of Party 1 and Party 1 will still have to pay the stamp duty of £50 to renew the letters patent after 3 years of their grant unless Party 2 considers such continuation not to be worthwhile.
- iv. If the royalties per year after 1860, amount to less than £200, Party 1 will make up this deficiency in his payments. If Party 1 is at any time desirous of not paying this £200 per year he may give Party 2 notice of such within 6 calendar months after 1861(1 Jan). Then if Party 2 should request, Party 1 will grant Party 2 an exclusive license for the sale and manufacture of the invention, at the expense of Party 1.
- v. Party 1 is to pay the stamp duty of £50 after 3 years of the grant of letters patent and that of £100 after 7 years, provided his obligation to pay royalties is still in force.

ASSIGNMENT **TR FOW/CO5/58** 1860(22 Dec)

Contents:

Party 1: Robert Burton, late of Kingsland, Middlesex, now of Leeds, Yorkshire.

Party 2: David Greig, of New Cross, Kent.

Party 3: William Worby of Ipswich, Suffolk.

Party 4: Edward Ellis Allen of 1 Parkside, Knightsbridge, Middlesex.

Party 5: John Fowler the younger of 28 Cornhill, London and of Leeds, Yorkshire.

By Parties 1-4 to Party 5 of their legal title in an invention in the names of all five parties.

Protected by UK letters patent 1859(19 Aug) no. 1908. Namely 'Improvements in ploughs, cultivators or tilling implements and in machinery for giving motion to the same by steam power'. In accordance with a previous agreement and the cost of the letters patent having been met by Party 5. To be subject to terms contained in four separate agreements, viz. Party 5 & Party 1, 1860(22 Dec) [TR FOW/CO5/64]; Party 5 & Party 2, 1860(22 Dec) [TR FOW/CO5/63]; Party 5 & Party 3, 1860(22 Dec) [TR FOW/CO5/62] and Party 5 & Party 4, 1859(5 Aug). Any sale, disposition or license of the letters patent by Party 5 for any valuable consideration is to be notified to the other parties. 1½ membranes - bifoliate. Attached is:

- i 1861(6 May) Certificate of registration of above assignment with the Great Seal Patent Office.

ASSIGNMENT TR FOW/CO5/59 1860(22 Dec)

Contents:

Party 1: Robert Burton, late of Kingsland, Middlesex, now of Leeds, Yorkshire.

Party 2: David Greig, of New Cross, Kent.

Party 3: John Fowler the younger of 28 Cornhill, London and of Leeds, Yorkshire. By Parties 1 & 2 to Party 3 of their legal title in an invention in the names of all three parties. Protected by UK letters patent 1858(3 Nov) no. 2458. Namely 'Improvements in applying motive power to actuate ploughs and other agricultural implements, in accord with a previous agreement and the cost of the letters patent having been met by Party 3. To be subject to terms contained in two separate agreements, viz Party 3 & Party 1 1860(22 Dec) [TR FOW/CO5/64] and Party 3 & Party 2, 1860(22 Dec) [TR FOW/CO5/63]. Any sale, disposition or license of the letters patent by Party 3 for any valuable consideration is to be notified to the other parties. 1½ membranes - bifoliate. Attached is: i 1861(6 May) Certificate of registration of above assignment with the Great Seal Patent Office.

ASSIGNMENT TR FOW/CO5/60 1860(22 Dec)

Contents:

Party 1: Robert Burton, late of Kingsland, Middlesex, now of Leeds, Yorkshire.

Party 2: David Greig, of New Cross, Kent.

Party 3: Jeremiah Head, late of Newcastle on Tyne, Northumberland, now of Leeds, Yorkshire.

Party 4: John Fowler the younger of 28 Cornhill, London and of Leeds, Yorkshire. By Parties 1-3 to Party 4 of their legal title in an invention in the names of all four parties, protected by UK letters patent 1859(24 Jan) no. 216. Namely 'Improvements in agricultural implements and in apparatus used for hauling agricultural implements by steam power'. In accord with a previous agreement and the cost of the letters patent having been met by Party 4. To be subject to terms contained in four separate agreements, viz Party 4 and Party 1, 1859(22 Dec) [TR FOW/CO5/57] and 1860(22 Dec) [TR FOW/CO5/64]. Party 4 & Party 2 1860(22 Dec) [TR FOW/CO5/63] and Party 4 & Party 3 1860(22 Dec) [TR FOW/CO5/61]. Any sale, disposition or license of letters patent by Party 4 for any valuable consideration is to be notified to the other parties. 1½ membranes - bifoliate.

Attached is:

i 1861(6 May) Certificate of registration of above assignment with the Great Seal Patent Office.

DEED OF ARRANGEMENT TR FOW/CO5/61 1860(22 Dec)

Contents:

Party 1: John Fowler the younger of Cornhill, London and of Leeds, Yorkshire - engineer.

Party 2: Jeremiah Head, late of Newcastle on Tyne and now of Leeds, Yorkshire - engineer.

Containing terms to which above assignment of UK letters patent [TR FOW/CO5/60] is subject and in respect of the use and application of so much of the inventions as described in Schedule 2, Namely that part obviating the need of removing hauling rope pullies out of the way of the implement at each traverse by manual labour. Terms include:

1. Party 1 to pay Party 2 30/- per set of apparatus manufactured and sold by him employing the above part of the invention prior to 1873(24 Jan), but not on experimental sets where Party 1 licenses the patent rights. He is to pay Party 2 one quarter of the total royalty he receives per set, i.e. 30/- per £6. To be payable half-yearly within two calendar months of each half-year from the start of this agreement up to 1873(24 Dec). Party 1 to maintain accounts open to inspection by Party 2 and provide a summary of such within one calendar month of each half-year from the start of this agreement up to 1873(24 Dec).

ii. Party 1 to pay stamp duties for renewal of letters patent. If this has not been effected by one calendar month prior to when such payment is due, Party 2 may pay the amount and Party 1

repay him at an interest of 5% per year, together with his expenses.

iii. No payment of royalties to be made to Party 2 for any British Colonial or foreign letters patent of the invention. 2 membranes - bifoliate. There is also an incomplete transcript of the original, TR FOW/CO5/61/1

DEED OF ARRANGEMENT **TR FOW/CO5/62** 1860(22 Dec)

3½ membranes-bifoliate.

Contents:

Party 1: John Fowler the younger of 28 Cornhill, London and of Leeds, Yorkshire - engineer.

Party 2: William Worby, of Ipswich, Suffolk - mechanic. Concerning patent rights. Both parties are two of the grantees of UK letters patent listed in Schedule 1 [viz 1858(3 Nov) no. 2458: 1859(24 Jan) no. 216 and 1859(19 Aug) no. 1908]. Party 2 is the owner or proprietor of other UK letters patent, listed in schedule 2 [1855(8 May) no. 1030: 1856(3 Jan) no. 27: 1856(16 Jan) no. 120: 1856(28 Feb) no. 512: 1856(10 Jul) no. 1635: 1856(8 Sep) no.2089: 1857(1 Jan) no. 12: 1857(30 Jan) no. 285: 1857(16 Jun) no. 1682; 1857(2 Dec) no. 2994: 1858(3 Apr) no. 710 and 1858(14 Jul) no. 1591]. Though the letters are subject to his agreements with the Steam Plough Royalty Co. Ltd. Both parties were also party to a deed of 1858(20 Sep) in the names of Robert Ransome, James Allen Ransome, William Dillwyn Sims and Robert Charles Ransome - Party 1; William Worby - Party 2 and John Fowler - Party 3, whose terms included a covenant between Parties 2 & 3 therein for the payment to Party 2 by Party 3 of royalties upon three grants of letters patent [viz 1856(10 Jul), 1857(16 Jun) and 1857(2 Dec) at the rate of £1 per anchor or windlass manufactured or sold under the above three letters patent. Prior agreements to this arrangement are also made by both parties in respect of Schedule 1 for Party 2 and Schedule 2 for Party 1 and these are formalised herein. Terms include:

- i. Note of assignment of rights and interests in letters patent, listed in Schedule 1, by Party 2 to Party 1.
- ii. Royalty of £1 per anchor or windlass payable to Party 2 as mentioned in above-noted deed of 1858(20 Sep) is not to apply. Party 2 is instead to receive £2 per 'Set of hauling apparatus or winding tackle' manufactured or sold under the letters patent in Schedules 1 & 2, involving both cultivation and drainage of the soil, prior to 1872(24 Jan), but not on experimental sets where Party 1 licenses the patent rights, he is to pay Party 2 one fifteenth of the total royalty he receives per set, i.e. £2 per £30, only after such license monies have been received by him. To be payable half-yearly within three calendar month of each half-year from the start of this arrangement up to 1872(24 Jan). Party 1 to maintain accounts open to inspection by Party 2 and provide a statement of such with the names and addresses of any licences, within one calendar month of each half-year from the start of this arrangement up to 1872(24 Jan).
- iii. Party 1 to pay stamp duties for renewal of letters patent in Schedule 1. If this has not been effected by one calendar month prior to when such payment is due, Party 2 may pay the amount and Party 1 repay him at an interest of 5% per year, together with his expenses.
- iv. No payment of royalties to be made to Party 2 for any British Colonial or foreign letters patent of those listed in Schedule 1, if application for such made within two years.
- v. Any new or improved invention by Party 2 for employing motive power to the traction of any cultivating implement or machinery is to be notified forthwith to Party 1 only. If he then indicates no interest or no reply is made within two weeks, Party 2 may then proceed to obtain letters patent at his own cost, though any time for three months after their grant, Party 1 may elect to come in and take their benefit, provided he pay the costs of Party 2. If Party 1 does indicate an interest he will bear the costs of patenting and also Party 2's expenses. Monies from working such a patent by Party 1, apart from manufacturing profit to be decided, two thirds to Party 1 and one third to Party 2.

- vi. The term 'a complete set of hauling apparatus or winding tackle' to mean 'the whole apparatus or tackle (either with or without the hauling rope) which shall be used or employed as the medium of communicating motion from the motive power (whatever way be the nature or character of such power) to any implement or apparatus set in motion for cultivating the soil'.
- vii. Arbitration clause.

DEED OF ARRANGEMENT **TR FOW/CO5/63** 1860(22 Dec)

5 membranes-bifoliate.

Contents:

Party 1: John Fowler the younger, of Leeds, Yorkshire - engineer.

Party 2: David Greig, of Leeds, Yorkshire - engineer. Concerning patent rights. Both parties are two of the grantees of UK letters patent listed on Schedule 1 [viz 1858(3 Nov) no. 2458: 1859(24 Jan) no. 216 and 1859(19 Aug) no. 1908] and Party 2 is the owner or proprietor of other UK letters patent listed in Schedule 2 [viz 1855(8 May) no. 27: 1856(16 Jan) no. 120: 1856(20 Feb) no. 512: 1856(10 Jul) no. 1635: 1856(8 Sep) no. 2089: 1857(1 Jan) no. 12: 1857(30 Jan) no. 285: 1857(16 Jun) no. 1682: 1857(2 Dec) no. 2994: 1858(3 Apr) no. 710 and 1858(14 Jul) no. 1591] though the latter are subject to his agreements with the Steam Plough Royalty Co. Ltd. Prior agreements were made by both parties in respect of the letters patent in both Schedules and of Party 1 continuing to be the employer of Party 2 and this is formalised herein. Terms include:

i. Note of assignment of rights and interests on the letters patent listed in Schedule 1 by Party 2 to Party 1 at the latter's expense.

ii. Party 1 to pay Party 2 £2.10.0d. per 'complete set of hauling apparatus or winding tackle' manufactured or sold by him under the letters patent in Schedules 1 & 2, involving cultivation and not merely drainage of the soil, prior to 1873(24 Jan), but not on experimental sets where Party 1 licences the patent rights, he is to pay Party 2 one twelfth of the total royalty he receives, per set i.e. £2.10.0d. per £30. (£30 representing the mutual expectation for such royalty). To be payable half-yearly within 2 calendar months of each half-year from the start of this arrangement up to 1873(24 Jan). Party 1 to maintain accounts open to inspection by Party 2 and provide a statement of such with the names and addresses of any licences within one calendar month of each half year from the start of this arrangement up to 1873(24 Jan).

iii. Party 1 to pay stamp duties for the renewal of letters patent in Schedule 1. If this has not been effected by one calendar month prior to when such payment is due, Party 2 may pay the amount and Party 1 repay him at an interest of 5% per year, together with his expenses.

iv. No payment of royalties to be made to Party 2 for any British Colonial or foreign letters patent of those in Schedules 1 and 2.

v. Any new or improved invention by Party 2 for steam cultivation or for the application of any motive power to the traction of cultivation implements and machinery is to be notified forthwith to Party 1 only whilst alive. If he then indicates no interest or no reply is made within two weeks, Party 2 then proceeds to obtain letters patent at his own expense though any time for three calendar months after their grant, Party 1 may elect to come in and taken their benefit, provided he pay the costs and expenses of Party 2. If Party 1 does indicate an interest he will bear the cost of patenting and also Party 2's expenses, plus any stamp duties and may request an assignment of such letters patent thereafter. Any monies then resulting from working such a patent, apart from manufacturing profit, to be divided two thirds to Party 1 and one third to Party 2, and for any licence of this patent by Party 1, he shall pay Party 2 the equivalent of the licence rent. If Party 2 leaves Party 1's employ prior to 1873(24 Jan) and not contrary to vi, he is entitled to receive a licence for such a patent from Party 1 if required. This clause does not refer to the invention, in the names of Parties 1, 2 and Robert Burton, currently under provisional protection 1860(24 Nov).

vi. Party 2 to receive £300 yearly salary from Party 1 or his executors, payable at a minimum of

quarterly intervals. If he should leave Party 1's employ, save through ill health or Party 1's permission, he is not to be employed in the manufacture of steam cultivating machinery or machinery involving the application of any motive power to the traction of cultivating implements or machinery, prior to 1873(24 Jan). If such employment takes place, in violation of the above, Party 1 is no longer obliged to pay patent royalties to Party 2.

vii. The term 'a complete set of hauling apparatus or winding tackle' to mean 'the whole apparatus or tackle (either with or without the hauling rope) which shall be used or employed as the medium of communicating motion from the motive power (whatever may be the nature or character of such power) to any cultivating implement or object to be moved'.

viii. Arbitration clause.

DEED OF ARRANGEMENT **TR FOW/CO5/64** 1860(22 Dec)

4 membranes.

Contents:

Party 1: John Fowler the younger, of Leeds, Yorkshire - engineer.

Party 2: Robert Burton, of Leeds, Yorkshire - mechanic. Concerning patent rights. Both parties are two of the grantees of three UK letters patent, listed in the Schedule [viz 1858(3 Nov) no. 2458: 1859(24 Jan) no. 216 and 1859(19 Aug) no. 1908]. They are also parties to an assignment and articles of agreement in respect of such, both dated 1859(22 Dec) [TR FOW/CO5/56 & 57]. For UK letters patent 1859(24 Jan) no. 216. A prior agreement to this arrangement was made by both parties in respect of all three letters patent and of Party 1 continuing to be the employer of Party 2 and this is formalised herein. Terms include:

i. Party 2 to receive £5 per windlass manufactured and sold under letters patent 1859(24 Jan) as in previous articles of agreement plus one third of the royalty for separate parts or portions of the windlass manufactured and sold.

ii. Note of assignment of rights and interests of the three letters patent by Party 2 to Party 1, subject to previous articles of agreement.

iii. In respect of the three letters patents and their rights and interests. Party 1 to pay Party 2 £100 per year, from 1860(25 Dec) - 1873(19 Aug) in four quarterly instalments on 25 Mar, 24 Jan, 29 Sep & 25 Dec up to 1873(24 Jan) and then the appropriate amount for the intervening period on 1873(19 Aug). These payments to be suspended if Party 2 is receiving the following minimum salary from Party 1 - £150 for 1861 and £200 per year thereafter, or if Party 2 should leave the employment of Party 1 though the latter be willing to retain his services save through ill health. If Party 2 dies before 1873(19 Aug), the £100 per year is to be paid to his executors, but the totally yearly amount then payable to his executors with patent royalties will not exceed £300.

iv. Either party may end terms of employment by giving three months (calendar) notice in writing. If Party 2 should give notice though Party 1 is still willing to employ him, he will still receive patent royalties as i, unless he be employed in the manufacture of steam cultivating machinery or involving the application of any motive power to the traction of cultivating implements and machinery other than with the licences of Party 1.

v. Party 1 to pay stamp duties for the renewal of letters patent 1858(3 Nov) and 1859 (19 Aug). If this has not been effected by one calendar month prior to when such payments are due, Party 2 may pay the amounts and Party 1 repay him at an interest of 5% per year together with his expenses.

vi. No payment of royalties to be made by Party 2 for any British Colonial or foreign grants of the three letters patents.

vii. Any new or improved invention by Party 2 for steam cultivation or for the application of any motive power to the traction of cultivation implements and machinery to be notified forthwith to Party 1 only. If Party 1 is interested, he will bear the costs of patenting and may request an

assignment of such letters patent from Party 2 thereafter. This shall not cover the invention in the names of Parties 1 & 2 and David Greig, currently under provisional protection, 1860(24 Nov.)
The following was subsequently entered after the above:

SUPPLEMENTAL AGREEMENT

Party 1: Robert Fowler, of the Steam Plough Works, Leeds and of 28 Cornhill, London: Robert Eddison of the Steam Plough Works, Leeds - executors and trade trustees by the will of John Fowler the younger, died 1864(4 Dec).

Party 2: Robert Burton aforesaid.

Modifying patent rights subsequent to the death of John Fowler, in respect of the three UK letters patent above and of the UK patents in Schedule 1 to this agreement [viz 1857(16 Jun) no.1684: 1857(2 Dec) no.2994: 1860(18 Apr) no.974: 1861(25 Jun) no.1628: 1862(7 Mar) no.612: 1862(3 May) no.1318: 1864(18 Apr) no.974]. Terms include

i. Royalty account adjusted and settled up to and including 1864(31 Dec).

ii. From 1865(1 Jan) royalties to be:

a. On letters patent 1859(24 Jan) no.216. £4 per winding or hauling drum or windlass, known as the 'clip drum' either original, renewal or duplicate, but £3 per clip drum if mounted upon the detaching windlass frame or carriage known as the 'small tackle' with the engine separate.

b. On letters patent in Schedule 1 to this agreement. £4 per pair of engines each mounted or furnished with one winding or hauling drum or windlass, not being a clip drum and attached thereto. £4 per pair of detaching windlass frames or carriages each working with only one winding or hauling drum or windlass attached thereto, not being a clip drum. £4 per combined engine and windlass mounted or furnished with one or more winding, hauling or windlass drums or windlasses, not being clip drums. £3 per detaching windlass frame or carriage mounted or furnished with one or more than one winding or hauling drum or windlass, not being clip drums.

iii. No double royalties are payable except for duplicated or renewed clip drums or clip windlasses.

MEMORANDUM OF TERMS **TR FOW/CO5/65** 1865(14 Dec)

Contents:

Parties: Robert Fowler, for himself and his partners in John Fowler & Co.: Robert Burton proposed in order to modify the arrangements of 1860(22 Dec) and 1865(25 Jan) [TR FOW/CO5/64] in respect of the following

i. Burton absolutely restricted from being employed or in business as to be in rivalry with John Fowler & Co. in regard to their manufacture of locomotives and mining drums under UK letters patent 1860(2 Nov) [Burton was one of the patentees] and any other new areas of manufacture. He is to give Fowler & Co. exclusive benefit relating to inventions of improvements of machinery being made by them, including the drum and locomotives, whilst still in their employ.

ii. Consideration to be additional salary to Burton of 1½% of the net profits of the entire business at Leeds, including steam cultivation, locomotives and haulage drums Burton to accept without dissent the net profits recorded in the company's books. Royalties payable under the two above agreements to remain unaltered and all their provisions remain in force.

iii. This proposed arrangement to come into effect from 1865(30 Jun) and extend to 1876(31 Mar) so long as Burton is in Fowler's employ. Either party may determine employment by notice as agreed in 1860(22 Dec), but if Burton terminate employment he will still be bound under i above.

iv. Any invention of Burton whilst in Fowler's employ to continue exclusively with the company.

DEED OF ARRANGEMENT **TR FOW/CO5/66** 1860(22 Dec)

Contents:

Party 1: John Fowler the younger, of Leeds, Yorkshire - mechanical engineer.

Party 2: Robert Burton, of Leeds, Yorkshire - mechanical engineer.

Party 3: David Greig, of Leeds, Yorkshire - mechanical engineer.

In respect of an invention in the names of all three parties, under provisional UK patent protection 1860(24 Nov). Namely 'Improvements in the construction of apparatus for raising, lowering and hauling weights', and application having been made for letters patent. This invention is also mentioned in two deeds of arrangement [TR FOW/CO5/63 & 64]. Terms include

- i. All previous and future patenting costs for this invention to be equally divided between Party 1 and Party 3, including the payment of stamp duty three years after the grant of letters patent.
- ii. Party 1 alone to take benefit of the patent for its application to the manufacture of machinery used as a medium for communicating steam power to cultivating and agricultural drainage implements and for such an application of British Colonial or foreign letters patent of the invention.
- iii. The ownership and all benefits of the invention, except as in ii, to rest with all three parties and be divided into three equal portions. Parties 1 & 3 to take such benefit on condition that they pay the seven year stamp duty on the letters patent. If either does not do so, Party 2 may pay their moiety and also claim their third of the benefits.
- iv. Save as in ii, these of the letters patent to be governed by the agreement of any two or three of the parties, who each have one vote. Attached is
 - i. 1860(24 Nov). Certificate of filing of provisional specification for above invention in the Office of the Commissioners of Patents for Inventions no.2889.

ASSIGNMENT **TR FOW/CO5/67** 1859(6 Jun)

Contents:

Party 1: William Burness of 2 Prospect Terrace, Bixton, Surrey.

Party 2: John Fowler the younger of 28 Cornhill, London.

Of an invention by Party 1 of improvements to Fowler's balance plough, consisting of elevating the point of a suspension from below the centre of gravity, either by lengthening the beams or increasing the diameter of the wheels, so as to better cope with any stones or obstructions in the soil. Rights to apply for and obtain letters patent in the name of Party 1 are also assigned. Any such letters patent are to be subsequently assigned to Party 2. Party 1 will not use, apply or practice his invention, be it patented or not. Consideration is £50, herewithin acknowledged.

AGREEMENT **TR FOW/CO5/68** 1860(Jan)

Contents:

Party 1: John Fowler the younger

Party 2: R[obert] N[icholas] Fowler of Cornhill, [London]: John Fowler the elder of Elm Grove, Melksham, [Wiltshire]: Henry Fowler of Woodford, [Essex]: Robert Fowler of the Reform Club [London] and William Fowler.

That all patent rights and monies of Party 1 are to be assigned and vested in three trustees, Robert Fowler, Barnard Fowler and Robert Nicholas Fowler, under these terms

- i. Vacancies amongst trustees to be filled by their determination, but with the consent of Party 1 whilst alive.
- ii. To pay monies presently owing by Party 1, including those to Robert Nicholas Fowler.
- iii. One third of the share of the interest of the proceeds of the patent rights to be divided thus: one sixth to Robert Nicholas Fowler, two sixths to John Fowler the elder, one sixth to Henry Fowler, one sixth to Robert and one sixth to William Fowler. The remaining two thirds of the proceeds to be held in trust for Party 1 as directed or disposed by him.
- iv. Rights and monies to be held in trust for Party 1 whilst alive and afterwards for his wife and his children according to a scheme to be devised, but including the rights to act as beneficial owners and to raise funds to maintain and protect the rights.
- v. An assignment to be drawn up officially conveying rights and monies.

vi. Rights also include those in the deed of covenant with the Steam Plough Royalty Co. Ltd. 1859(23 May), who had advanced £16,000 to Party 1.

vii. Rights to belong to Party 1 as beneficial owner whilst alive. The rights to work English patents to rest exclusively with Party 1's own firm at Leeds and those of Ransomes and Sims of Ipswich and Clayton, Shuttleworth & Co. of Lincoln (the latter two wider agreements now being made). These three firms are to pay Party 1 £60 per set of ploughing tackle as royalty, from which he will pay as royalty per set £2.10.0d. to David Greig, £4 to Collinson Hall, £6 to John Allin Williams and £2 to William Worby, leaving £45.10.0d. to Party 1. From the royalties the following is also payable by Party 1 to the Steam Plough Royalty Co. Ltd. an interest of £800 per year on their advance of £16,000 and £10 per set of tackle, guaranteed at a minimum of £1,000 in 1860, £1,500 in 1861 and £2,000 per year thereafter. Also notes that Party 1 has other agreements to pay patent royalties if he should make use of the inventions involved. Party 1 also to have same beneficial interest in any future patent rights he should acquire.

[The parties signed the agreement at different dates. All signed 11 Jan except John Fowler the elder who signed 14 Jan. William Fowler did not sign].

SUPPLEMENTARY DEED OF COVENANT **TR FOW/CO5/69** 1861(30 Dec)

1 membrane.

Contents:

Party 1: John Fowler the younger, of 28 Cornhill, London - engineer.

Party 2: The Steam Plough Royalty Co. Ltd.

Party 3: James Beadel, of Gresham Street, London - land and estate agent: John Clutton of Whitehall Place, Middlesex - land and estate agent, and Robert Lake of Milton Chapel, Nr. Canterbury, Kent - gent.

Appointing John Fowler, of 2 Queen's Square, Westminster, Middlesex- civil engineer and failing him Charles Manby of Great George Street, Westminster, Middlesex - civil engineer, in place of Robert Stephenson of Newcastle upon Tyne - civil engineer, now deceased. To provide opinion and direction in any dispute by the above parties as allowed for in their joint indenture 1859(3 May).

MEMORANDUM OF TERMS **TR FOW/CO5/70** 1861(24 Sep)

Contents:

Party 1: John Fowler of the firm of Hewitson & Fowler, of Leeds, Yorkshire - agricultural engineers and implement makers.

Party 2: Clayton, Shuttleworth & Co.: Ransomes & Sims: James & Frederick Howard and Charles Burrell - all in business separately in different parts of Great Britain as agricultural engineers and implement makers.

Proposed for the working of the UK steam cultivation patents belonging to John Fowler listed in the Schedule of patents [viz 1859(19 Aug) no.1908: 1860(18 Apr) no.974: 1859(24 Jan) no.216: 1858(3 Nov) no.2458: 1858(14 Jul) no.1591: 1858(3 Apr) no.710: 1857(2 Dec) no.2994: 1857(16 Jun) no.1682: 1857(1 Jan) no.12: 1856(8 Sep) no.2089: 1856(10 Jul) no.1635: 1856(28 Feb) no.572: 1856(16 Jan) no.120: 1856(3 Jan) no.37: 1855(19 Jul) no.1629: 1861(25 Jun) no.1628: 1855(8 May) no.1030: 1857(30 Jan) no.285]. To the above 5 firms. The licence term is left blank but a pencilled margin note reads "expiration of adjustment of Burton's drum patent" i.e. 1874(24 Nov). Terms include

i. Licences to be granted to above five firms, there being no partnership between them, so that each firm will have a distinct licence. Licences can be defeasible by Fowler if their conditions not observed and no sub-licencing to be allowed. Any licensee disputing any licence forfeiture can require arbitration.

- ii. The four firms in Party 2 each to pay Fowler royalties on machinery manufactured and sold by them undersuch licences, at rates listed in the schedule of royalties, viz
- (a) Ploughs and other implements on the balance principle: £15 single furrow, £20 double furrow and £25 triple furrow models. Also mutually divided according to beam length.
 - (b) Engine and apparatus self moving along headland working with one anchor. £40 per engine for 8HP or under and £50 for over 8HP.
 - (c) Apparatus applied to ordinary portable engine, being stationary and using 2 anchors. £35 per engine, irrespective of HP.

All these royalties to include the use of slack gear on ploughs. Royalties are subject to revision if the patents shall become invalidated in essential particulars. Payable at half-yearly intervals.

- iii. Patent rights to be defended by Fowler at his expense.
- iv. Fowler to pay all stamp duties on the above patents and also to pay all royalties due to the Steam Plough Royalty Co. Ltd. or other patentees, indemnifying the licencees in Party 2 in respect thereof. Fowler also to pay all principal and interest to the Steam Plough Royalty Co. Ltd., with similar indemnification to Party 2 and perform all acts necessary to prevent the patents from becoming saleable by the said company. If the latter should occur, then Party 2 may pay and apply the royalties in ii to the said company provided they do not retain any funds in hand for this purpose but only satisfy an existing claim in order to keep the licences on foot.
- v. No underselling of machinery by the five firms allowed save as fixed by a majority of their number or by arbitration should they disagree.
- vi. The five firms are not bound to work the patents.
- vii. None of the five firms or Fowler are to use any improvements upon the patents unless the others may also do so and are to restrict their use to the five firms. Such improvements may be patented at joint expense and for joint benefit.
- viii. The licencees to maintain proper accounts of such machinery manufactured and sold, sending half-yearly summaries to Fowler.
- ix. For any joint decisions, each of the five firms is to have one vote.
- x. Any formal deeds in furtherance of this memorandum to be binding upon each of the five firms and Fowler only and not in any way jointly.

There is then a list of emendations and additions including:

- i. Clayton, Shuttleworth & Co., Ransomes & Sims, J. & F. Foward to pay Fowler £15,000 equally divided between them in cash and a further £15,000 to be guaranteed by deed. Payments to be completed before the termination of this agreement.

Apart from the above original there is also a copy of the original TR FOW/CO5/70/1 and a draft TR FOW/CO5/70/2. Neither with the schedule of patents attached but otherwise the same.

MEMORANDUM OF AGREEMENT **TR FOW/CO5/71** 1861(19 Dec)

Contents:

Party 1: John Fowler of the firm of Hewitson & Fowler, of Leeds, Yorkshire - agricultural engineers and implement makers.

Party 2: Clayton, Shuttleworth & Co.; Ransomes & Sims; and Charles Burrell - agricultural engineers and implement makers.

For the working of the UK steam cultivating patents belonging to John Fowler, listed in Schedule 2, by Party 2. The two schedules are as in the previous memorandum of terms [TR FOW/CO5/70] and the actual terms are the same save for the omission of J. & F. Howard and the following additions

- i. Licences only to be enjoyed by the present and future members of each firm and their successors in business.
- ii. Each firm in Party 2 to pay Fowler £5,000 at once to be set off against an equivalent amount of royalties with no right of refund, if royalties per firm amount to less than £5,000. If the total

monies amounting to Fowler at the end of the licence term shall be less than £22,500, he may require any of the firms in Party 2 who total royalty payments amount to less than £7,500 to make up the difference between their payments and the £7,500. This is contained in the draft of a deed of guarantee now submitted to Party 2.

iii. Royalties to be payable half-yearly within 21 days of 15 Jan and 15 Jul from 1862 (15 Jan) onwards.

iv. If Fowler should not effectively defend the patents in litigatory proceedings, Party 2 may claim an allotment of royalty as if the patents had expired. However Party 2 may defend the patents indemnifying Fowler against any expense.

v. No further licence to be granted except to Hewitson and Fowler without the consent of Party 2 or a majority of their number.

vi. If none of the other firms wish to patent jointly an improvement upon the above patents originating with one of their number, that firm may patent the improvement at its own expense and for its own use. If such an invention is jointly patented then at the end of the licence term herein, the patent will revert to the inventor with liberty to the other firms to use the invention on equitable terms.

vii. Firms' accounts of such machinery manufactured and sold to be open to be inspected by any of the other firms and Fowler.

viii. For the purposes of voting a secretary to be appointed, to convene necessary meetings and keep minutes of proceedings and to have a vote when required. At least 2 interested parties must attend or such a meeting is to be adjourned.

ix. Fowler may make a licence with one further firm or person for the above patents if Party 2 consent. If they do not they will pay Fowler £5,000 instead, that is £1,666-13.4d. each to be set off against royalties and unrefundable and the figure of £7,500 in ii above will be increased to £10,000.

x. Arbitration clause.

xi. The costs of this agreement, the draft deed of guarantee and other related documents past and future to be borne, one third by John Fowler and the remaining two thirds divided equally between the firms in Party 2.

This represents the memorandum in its final form as J. & F. Howard were originally meant to be amongst Party 2. They declined to enter and the memorandum was altered by removing their names, changing numerical references and inserting term ix above to allow for any later admission by them. The memorandum as intended to be signed by Howards survives, TR FOW/CO5/71/1, and is as above minus term ix and with two riders inserted allowing for the withdrawal of any firm after two or four year intervals, presumably included at Howards' request. Only Fowler, Clayton, Shuttleworth & Co. and Ransomes & Sims signed this memorandum. There is also the copy of the draft of the memorandum, TR FOW/CO5/71/2 without either the additional or amplified clauses as in TR FOW/CO5/70 and 70/1, or the two riders in TR FOW/CO5/71/1.

SUBSIDIARY AGREEMENT **TR FOW/CO5/72** 1861(19 Dec)

There are two signed copies.

Contents:

Parties: John Fowler: Clayton, Shuttleworth & Co.: Ransomes & Sims: Charles Burrell. To TR FOW/CO5/71 and 71/1 above, relating to any subsequent admission of James and Frederick Howard. Terms include:

i. The memorandum TR FOW/CO5/71/1, has only been signed by the parties on the understanding that Howards will do likewise and it will not be binding unless Howards should do so. If Howards do so, then the memorandum will replace that of 1861(24 Sep) TR FOW/CO5/70, but if they do not sign and wish to be released from the memorandum of 1861(24 Sep), then the other

memorandum, 1861(19 Dec) TR FOW/CO5/71 will become binding on the parties herein; whereupon that of 1861(24 Sep) shall be treated as a conditional agreement.

ii. The sum of £5,000, which each of the last three parties have now paid to Fowler, will be regarded as on account of royalties in respect of either of the memoranda of 1861(19 Dec) TR FOW/CO5/71 and 71/1.

DEED OF COVENANTS **TR FOW/CO5/73** 1865(21 Nov)

Contents:

Party 1: Robert Fowler and Robert William Eddison, both of the Steam Plough Works, Leeds, Yorkshire and of 28 Cornhill, London - executors of the will and testament of John Fowler, and in business together as John Fowler & Co. - agricultural and general engineer, at the above two addresses.

Party 2: Nathaniel Clayton, Joseph Shuttleworth and Charles Seely, all of Lincoln - ironfounders, and engineers. Copartners in business as Clayton, Shuttleworth & Co.

Party 3: James Allen Ransome, William Dillwyn Sims, Robert Charles Ransome and John Head, all of Ipswich, Suffolk - ironfounders and engineers. Copartners in business as Ransomes & Sims.

Party 4: Charles Burrell of Thetford, Norfolk - engineer and ironfounder.

Party 5: Evan Evans of 1 Cophall Buildings, London and James Aust of the same - gents.

Separately by all the parties to uphold the memorandum of agreement 1861(19 Dec) [TR FOW/CO5/71]. Set forth as Schedule 1 [omitting those parts in red in the original]. This is subsequent to the death of John Fowler 1864(4 Dec) and the appointment in his will of 1864(9 Aug) of Party 1 as his executors; the will being proved 1865(20 Jan). District Registry of the Court of Probate, Wakefield. Other changes to parties is that memorandum are the admission of John Head to the partnership of Ransomes & Sims and the omission of Robert Ransome through his decease. Also the termination of the partnership of Hewitson & Fowler with the decease of William Watson Hewitson after which the firm John Fowler & Co. was formed consisting originally of John Fowler only, then the admission of Robert Fowler as partner and now being carried on by Party 1. Simultaneously to this deed three separate deeds of licence are to be executed in respect of each of Parties 2, 3, & 4 [TR FOW/CO5/74-76] referred to in Schedule 2, granting licences of patent rights as allowed for in the memorandum and also extending to UK letters patent listed in Schedule 3, viz 1862(3 May) no.1318 in the name of John Fowler for 'Improvements in engines for hauling agricultural implements'. Simultaneously three separate deeds of guarantee as to be made [TR FOW/CO5/77-79] to enact the provisions of a draft deed of guarantee referred to in the memorandum [TR FOW/CO5/71 ii]. There is also a copy of the original TR FOW/CO5/93/1.

LICENCE **TR FOW/CO5/74** 1865(21 Nov)

Contents:

[Copy]

Party 1: John Clutton, of Whitehall Place, Middlesex - Land and estate agent and Robert Lake of Milton Chapel, Nr. Canterbury, Kent - gent.

Party 2: The Steam Plough Royalty Co. Ltd.

Party 3: Robert Fowler and William Eddison and executors of the will and testament of John Fowler of 28 Cornhill, London and of Leeds, Yorkshire - engineer.

Party 4: Nathaniel Clayton, Joseph Shuttleworth and Charles Seely, all of Lincoln - ironfounders and agricultural engineers and co-partners in business as Clayton, Shuttleworth & Co.

In respect of above deed of covenant [TR FOW/CO5/73] of rights of manufacture and sale of steam cultivating machinery, protected by UK letters patent in Schedule 1. The schedule is in two parts: art 1 comprises the patents as listed in the memorandum of 1861(24 Sep) [TR FOW/CO5/70] plus 1862(3 May) no. 1318. Part 2 comprises UK patents 1857(16 Jun) no. 1684

and 1860(24 Nov) no.2889. The licence is by Parties 1, 2 & 3 to Party 4. Terms include:

i. Licence to run to 1874(24 Nov).

ii. The patents listed in Schedule 1 Part 2 are to be used only for the cultivation of the soil by steam or other power. None of the patents in Schedule 1 to be used for the drainage of the soil by the means of a drain plough or other implement.

iii. The licence may be only assigned to the partners or successors in business of Party 4 and is indivisible as regards all the letters patent, listed in Schedule 1.

iv. Party 3 may revoke the licence if the major part of Party 4 and assigns are deceased, bankrupt or insolvent: if Party 4 has not paid Party 3 royalties within three calendar months of when due and within one calendar month from when such payment has been legally demanded by written notice: and if Party 4 fail to perform any other terms of the licence. Licence revocable on delivery of written notice from Party 3, but not to affect any legal action then proceeding.

v. Party 4 to pay Party 3 royalties on machinery manufactured and sold under the above letters patent at rates listed in Schedule 2 [same as TR FOW/CO5/70]. Payable half-yearly as at 30 Jun and 31 Dec within three calendar months thereafter. Accounts to be maintained by Party 4, open to inspection by Party 3, and half-yearly summaries sent to Party 3 within 21 days of 30 Jun and 31 Dec. Monies may be payable to Party 2, if Party 3 should so indicated.

LICENCE **TR FOW/CO5/75** 1865(21 Nov)

Contents:

[Copy]

As TR FOW/CO5/74 except:

Party 4: James Allen Ransome, William Dillwyn Sims, Robert Charles Ransome and John Head, all of Ipswich, Suffolk - ironfounders and agricultural engineers and co-partners in business as Ransomes & Sims.

LICENCE **TR FOW/CO5/76** 1865(21 Nov)

Contents:

As TR FOW/CO5/74 except:

Party 4: Charles Burrell of Thetford, Norfolk - engineer and agricultural implement maker. There is also a copy of the original TR FOW/CO5/76/1.

DEED OF GUARANTEE **TR FOW/CO5/77** 1865(21 Nov)

Contents:

[Draft]

Party 1: Nathaniel Clayton, Joseph Shuttleworth and Charles Seely, all of Lincoln - ironfounders and co-partners in business as Clayton, Shuttleworth & Co.

Party 2: Robert Fowler and Robert William Eddison of the Steam Plough Works, Leeds, Yorkshire - executors of the will of John Fowler, late of Leeds, Yorkshire - agricultural engineer.

Confirming the clauses for minimum payment of royalty as contained in the memorandum of 1861(19 Dec) [TR FOW/CO5/71 ii] and in accord with the above deed of covenant [TR FOW/CO5/73]. This deed replaces the draft deed of guarantee referred to in the memorandum.

The £5,000 has been paid by Party 1 and this guarantee is in respect of a minimum £7,500 royalties from Party 1 by the end of the licence, including the £5,000. Any monies owing by Party 2 may be set off against the amount arising by Party 1. If both the other two firms in the deed of covenant [i.e. Ransomes & Sims and Charles Burrell] should exceed £7,500, their joint excess may be offset against amounts owing by Party 1 that constitute the difference between the actual

monies payed as royalties and the £7,500. If only one of the other firms exceeds £7,500 then the amount offset to Party 1, is half the amount of that firm's excess.

DEED OF GUARANTEE **TR FOW/CO5/78** [n.d.]

Contents:

As TR FOW/CO5/77 except:

Party 1: James Allen Ransome, William Dillwyn Sims, Robert Charles Ransome and John Head, all of Ipswich, Suffolk - agricultural engineers and co-partners in business as Ransomes & Sins.

There is also a copy of the original TR FOW/CO5/78/1.

DEED OF GUARANTEE **TR FOW/CO5/79** 1865(21 Nov)

Contents:

[Draft]

As TR FOW/CO5/77 except:

Party 1: Charles Burrell of Thetford, Norfolk - agricultural engineer.

This in fact is one of the draft deeds of guarantee, drawn up in 1861 and amended to become the draft of the actual deed of 1865.

AGREEMENT **TR FOW/CO5/80** 1866(18 Jan)

Contents:

Party 1: Robert Fowler and Robert William Eddison of the Steam Plough Works, Leeds and of 28 Cornhill, London - executors of the will and testament of John Fowler deceased, of Leeds, Yorkshire - agricultural engineer.

Party 2: James Allen Ransome, William Dillwyn Sims, Robert Charles Ransome and John Head, all of Ipswich, Suffolk - agricultural engineers and ironfounders and copartners in the business of Ransomes & Sims.

Releasing claims and demands by each party upon the other. These are:

i. Upon Party 1: Party 2 has rights and claims against John Fowler deceased for aid and assistance previously rendered to him and for facilities given to him for his steam cultivation inventions. Also for negotiations and promises from him which would entitle Party 1 to be exclusive lincees under letters patent, the subject of a memorandum of 1861(19 Dec) [TR FOW/CO5/71]. Fowler had agreed whilst alive with Party 2 that they would release all such rights and claims for a consideration, as expressed in ii below - but no formal deed was executed.

ii. Upon Party 2: Party 1 has right and claims in respect of the memorandum of 1861(19 Dec), a draft deed of guarantee 1861(19 Dec) and a deed of guarantee 1865(21 Nov) [TR FOW/CO5/78], whereby Party 2 will pay a minimum royalty for working steam ploughs patents of £7,500 by 1874(24 Nov), £5,000 having been irrevocably paid on account. These rights and claims are released in return for a release of those in i above. The release is deemed equivalent therefore to the minimum amount of royalty payable by Party 2.

There is also a draft of the agreement TR FOW/CO5/80/1.

ARTICLES OF AGREEMENT **TR FOW/CO5/81** 1864(May)

Contents:

[Draft]

Party 1: John Fowler of the Steam Plough Works, Leeds, Yorkshire - agricultural engineer.

Party 2: Wellington Lee, of 197 East Nineteenth Street, New York, United States of America - engineer.

For the working of the American patents of Party 1's principal inventions for a system of steam cultivation by Party 2. Including the introduction of such a system into use. The American patents are listed in Schedule 1 viz:

(a) Obtained (a) USA no.1021 [granted in UK 1856(8 Sep)] to John Fowler jnr, pulleys.

(b) USA no.1022 [granted in UK 1856(8 Sep)] to John Fowler jnr, bodywork of plough.

(c) USA no.1023 [granted in UK 1856(28 Feb)] to John Fowler jnr and David Greig, engine system and balance plough.

All three assigned to W.P. Tatham, Philadelphia, Pennsylvania.

(b) Being applied for. In respect of: Levers mounted on winding drum to counteract strain of rope; apparatus for taking up slack rope mounted on ploughs and implements; anchor; compensating brake; coiling gear; two engine cultivating system.

Terms include:

i. Future documents to be made and approved of by Tatham on Party 1's behalf, granting exclusive licence to Party 2 to use the American patents made at Party 2's expense: also 'to bring the same system [of cultivation] into general use and operation and to devote his entire time, skill and energy to the introduction of the same system. Party 2 may sub-licence with Party 1's consent, sale of machinery to be restricted to the USA, Canada and Cuba.

ii. Party 2 to pay Party 1 royalties as in Schedule 2 for machinery manufactured and sold under the letters patent viz: £20 per windlass or dum, £15 per balance plough, £15 per anchor and £10 per cultivator. Payable at half-yearly intervals as at 30 Jun and 31 Dec, in gold. If payment not in gold Party 1 may deem licence and sub-licences void or if not paid within 60 days of these dates one third of these royalties to be retained by Party 2 and also one third of the royalties of sub-licences. If royalties amount to less than £300 within two years of those presents, Party 2's licence will no longer be exclusive, provided he is served notice within 90 days by Party 1. Party 1. Party 2 cannot then sub-licence or assign save to his manufacturing partners but Party 1 may then grant licences. Similar terms to apply if the royalties amount to less than £500 for the third year of Party 2's licence, and less than £100 for the fourth and subsequent years.

iii. Party 2 cannot sub-licence parts of the cultivating system to be used in other systems.

iv. If Party 2 ceases to be exclusive licensee, Party 1 may bind sub-licensees to account directly to him. Notice in writing of 60 days to be given.

v. Costs of licencing and sub-licencing to be borne by Party 2.

vi. Legal proceedings to defend the American patents to be undertaken by Party 2, if Party 1 should concur in writing (though not to be in his name) costs to be borne two thirds to Party 1 and one third to Party 2. If Party 1 declines to consent and by default certain patents are judged void and the value of the existing patents affected, royalties will be reduced, either by agreement by the parties or if not, by arbitration.

vii. Party 1 after one year and within four years, may purchase Party 2's right and interest under this agreement and the subsequent licence, giving three months notice and stating the consideration. If Party 2 does not concur, he has thirty days from receipt of this notice to give Party 1 double this consideration for purchase of Party 1's right and interest in the patents and their royalties, such a sum to be paid to Party 1 on the expiration of his notice. Any costs of the necessary deeds and assurances to be borne by the purchaser though costs of perusal to be borne by the vendor.

viii. If Party 1 patents a new or improved invention for steam cultivation of the soil, it is deemed to be included herein and a licence will be granted to Party 2 with no further payments to Party 1. If Party 2 makes such an invention or improved, he is to communicate it to Party 1 who has the option to take a USA patent or not at his own expense in Party 2's name. Such patent will be deemed to be included herein and a licence of such made to Party 2. Such an invention or improvement by a third party is to be communicated with details of its right by the parties herein to each other. If they agree, a joint purchase is to be made, the costs being borne, two thirds by Party 1 and one third by Party 2.

ix. Party 1 undertakes to send to the USA, clear of freight but not duty, steam cultivating machinery; to be shipped to New York, straight after the Agricultural Show at Newcastle in Jul next, for exhibition purposes during one year, and then to be sold at the best prices available and at a minimum price to be arranged.

LICENCE **TR FOW/CO5/82** 1862(16 Jul)

Contents:

Party 1: Benjamin Mitchell, of Crowe Hall, Norfolk - farmer.

Party 2: John Fowler, of Leeds, Yorkshire - agricultural implement maker.

Of rights of manufacture and sale of an invention in the name of Party 1. Protected by UK letters patent 1860(6 Jul) no. 1636. Namely 'An improved machine applicable for harrowing, weeding, hoeing and other agricultural purposes'. According to the terms of a prior agreement. Terms include:

- i. Licence to be exclusive for term of the letters patent, i.e. to 1874(Jul) and for any prolongation.
- ii. No machines to be made under the licence propelled by horse power. This right to rest with Party 1.
- iii. Party 2 to pay Party 1 £4 per machine manufactured and sold under the above letters patent from 1862(1 Jul) onwards. Party 2 to keep accounts, including names and addresses of purchasers, open to inspection by Party 1. If the royalties amount to less than £400 within two years of 1862(1 Jul) or Party 1 has not received £400 from Party 2, including royalties by that date, then the licence to Party 2 will no longer be regarded as exclusive.
- iv. Party 2 does not hereby imply any admission of the novelty, utility or the legal validity of the above letters patent.
- v. Party 2 may terminate the licence by giving three calendar months notice in writing.

DEED OF ARRANGEMENT **TR FOW/CO5/83** 1869(2 Jun)

Contents:

Party 1: Robert Fowler and Robert William Eddison, of the Steam Plough Works, Leeds, Yorkshire and of 71 Cornhill, London, in business as John Fowler & Co. - steam plough manufacturers.

Party 2: Thomas Pirie of Netherlein Mundy, Aberdeenshire, Scotland - implement maker.

Containing terms in respect of an assignment 186(2 Jun) of UK letter patent of 1867(16 Jul) in the names of Thomas Pirie of an invention of 'Improvements in ploughs' and subject to a licence already granted by Party 2 to John Fraser and Alexander Mitchell, both of Peterhead, Aberdeenshire - engineers, founders and implement makers in business as R. Mitchell & Son. Terms include:

- i. Party 2 to continue to receive all royalties under above mentioned licence.
- ii. Party 1 will grant Party 2 upon request, a licence to manufacture and sell ploughs under this patent for Scotland, Ireland and export to British Colonies, but not for England.
- iii. Whilst Party 1 owns the patent, they will not grant any licence for manufacture or sale in respect of Galsgow or Scotland. North of the Forth, nor will Party 1 manufacture and sell such ploughs in these areas.
- iv. Party 1 will pay Party 2 5% of the sale price of each plough so manufactured. Payable within 28 days of each quarter year. Party 1 to maintain accounts, open to inspection by Party 2, and send a statement of such within 14 days of each quarter year Royalties from any licensee of Party 1 are payable through Party 1 to Party 2.
- v. If Party 1 undertakes legal action to defend the Patent, any costs may be offset by one half of the royalties payable.
- vi. If Party 1 is unwilling to pay either of the two payments of stamp duty on the letters patent, they must give notice of such in writing at least one month prior to when payment is due. Party 2

is then entitled to a re-assignment of the letters patent and any royalties from Party 1's licencees will go direct to Party 2.

vii. Party 1 may discontinue manufacture under the patent by giving three calendar months notice in writing and Party 2 is then entitled to a re-assignment.

DEED OF ARRANGEMENT **TR FOW/CO5/84** 1872(23, 30 & 31 Jul)

Contents:

Party 1: Robert Fowler, Robert William Eddison and David Greig, all of the Steam Plough Works, Leeds, Yorkshire and of 71 Cornhill, London, in business as John Fowler & Co. - steam plough manufacturers.

Party 2: Thomas Pirie, of Nether Kinmundy, Aberdeenshire, Scotland - implement maker.

Replacing the above deed of arrangement [TR FOW/CO5/83] due to a memorandum of agreement 1872(11 Jan) whereby Party 1 agreed with the firms of Ransomes, Sims & Head, of Ipswich: J. & F. Howard of Bedford and R. Hornsby & Sons, of Grantham. That certain UK letters patent including those of Party 2 1867(16 Jul) be assigned to trustees in order to grant licences and that the licence royalties payable to Party 1 would constitute a proportion of the royalties of all the patents in such licences at a rate not yet determined. Terms herein include:

- i. Licence 1869(6 Aug) granted by Party 1 to Party 2 to remain in force and unaltered. Licence intended to be granted to Alexander Mitchell and John Fraser of Peterhead, Aberdeenshire to be done so without alteration in accord with the terms in a deed of arrangement 1871(7, 15, 24, 27 & 30 Nov) involving the parties herein with Mitchell & Fraser.
- ii. Party 2 to receive a sum equivalent to one half of the royalties received by Party 1 involving all the letters patent as in the memorandum of arrangement 1871(11 Jan).
- iii. If Pirie's patent should revert to Party 1, out of trust, Party 1 will pay Party 2 for each plough manufactured and sold by them: 2/- single furrow plough in Scotland; 4/- multiple furrow plough in Scotland; 1/3 single furrow plough in England or Ireland; 2/6 multiple furrow plough in England or Ireland, and one half of the royalty received for ploughs manufactured under licence from Party 1. Payable in respect of Party 1 and licencees, half-yearly within one month of 1 Jan and 1 Jul. Accounts to be maintained by Party 1, open to inspection by Party 2 and a statement sent half-yearly within fourteen days of 1 Jan and 1 Jul.

ARTICLES OF AGREEMENT **TR FOW/CO5/85** 1872(9 Jul)

Two copies, these are both signed by Party 1 only.

Contents:

[Unexecuted]

Party 1: Robert Fowler, David Greig and Robert William Eddison of the Steam Plough Works, Leeds, Yorkshire and of 71 Cornhill, London - manufacturers in business as John Fowler & Co.

Party 2: Sidney Sorby of Uxbridge, Middlesex and James Colquhoun Richardson of 6 Ray Park Villas, Maidenhead, Berkshire.

Respecting the assignment of an invention by Party 2 and any future letter patent thereof, now under provisional UK protection 1872(17 Apr) no. 1150. For 'Improvements in multiple furrow ploughs', in accord with a previous agreement. Terms include:

- i. Party 2 to obtain letters patent and file a final specification at Party 1's expense. Also to forthwith assign such letters patent to Party 1. The invention as provisionally protected is assigned herein.
- ii. Party 2 to pay Party 1 £6 (£3 to each of Sorby and Richardson) for every plough so manufactured and sold, except experimental models. Payable half-yearly within 28 days of 30 Jun and 31 Dec. Party 1 may retain half the royalties up to the amount of £500 to be offset against the

costs of experimental machines, trials and any steps taken to bring the plough to the public's notice. Books of account to be maintained by Party 1 and a statement sent half-yearly within 14 days of 30 Jun and 31 Dec. Similar royalties are payable by any licencees of Party 1 through Party 1 to Party 2.

iii. If Party 1 is unwilling to pay stamp duty on the letters patent, they must give Party 2 at least one month's notice in writing. Party 2 is then entitled to a re-assignment including any licences made by Party 1.

iv. If in any year after 1873, the numbers of ploughs sold by Party 1 or their licencees be less than 40 or the total yearly royalties amount to less than £240 and Party 1 being unwilling to make up the deficit from that amount, then Party 2 is also entitled to a re-assignment.

v. Party 1 may cease manufacture of the ploughs by giving Party 2 three calendar months notice in writing and Party 2 thereafter also be entitled to a re-assignment.

vi. Any improvements to the invention by Party 2 to be forthwith communicated to Party 1. If Party 1 is interested, such improvements will be patented in the name of Party 2, but at Party 1's expense and then be made available for Party 1.

ASSIGNMENT **TR FOW/CO5/86** 1877(7 Dec)

Contents:

Party 1: John Mc Lennan of Dunrobin Mains, Golspie, Sutherlandshire, Scotland.

Party 2: Robert Fowler, David Greig, Robert William Eddison, Reginald Wigram and Barnard Fowler, all of the Steam Plough Works, Leeds, Yorkshire and of 71 Cornhill, London - engineers and in business as John Fowler & Co.

Of UK letters patent 1872(24 Oct) no.3151 in the name of Party 1. For 'Improvements in steam ploughs' for a consideration of £150, together with £60 expenses, thereafter acknowledged and subject to the terms in a separate agreement [TR FOW/CO5/87]. 1 membrane. Attached is:

i. 1874(9 Dec). Certificate of registration of above assignment in the Great Seal Patent Office.

PATENT SPECIFICATION UK **TR FOW/CO5/86/1** 1872(24 Oct)

Contents:

No.3151. For 'Improvements in steam ploughs'. In the name of John McLennan of Dunrobin Mains, Golspie, Sutherlandshire, Scotland. Pp.9. 1 sheet of drawing.

AGREEMENT **TR FOW/CO5/87** 1874(7 Dec)

Contents:

Party 1: Robert Fowler, David Greig, Robert William Eddison, Richard Wigram and Barnard Fowler, all of the Steam Plough Works, Leeds, Yorkshire and of 71 Cornhill, London - engineers and in business as John Fowler & Co.

Party 2: John McLennan of Dunrobin Mains, Golspie, Sutherlandshire, Scotland. Containing terms relative to above assignment [TR FOW/CO5/86] of UK letters patent. They include:

i. Party 1 to pay Party 2 £10 per plough manufactured and sold under the above letters patent, but not on experimental models. Payable half-yearly within 28 days of 30 Jun and 31 Dec. Accounts to be maintained by Party 1, open to inspection by Party 2 and Party 1 to send half-yearly statements thereof.

ii. Party 1 to pay all future stamp duties on the above letters patent.

iii. If Party 1 subsequently charges a higher royalty of £10 per plough, any excess of the £10 is to be equally divided between Party 1 and Party 2.

AGREEMENT **TR FOW/CO5/88** 1924(23 Feb)

Contents:

Party 1: John Fowler & Co. (Leeds) Ltd. - registered office at 113 Cannon Street, London E.C.4.
Party 2: Matthew Henry Royston of the Steam Plough & Locomotive Works, Leeds, Yorkshire.
Between employer and employee in regard to patent rights. The document is a standard agreement as TR FOW/CO5/101.

ASSIGNMENT TR FOW/CO5/89 1924(28 Oct)**Contents:**

Party 1: Matthew Henry Royston of the Steam Plough & Locomotive Works, Leeds, Yorkshire.
Party 2: John Fowler & Co, (Leeds) Ltd. - registered office at 113, Cannon Street, London, E.C.4.
Of UK letters patent:

- i. 1912 no.5558. In the names of Party 1, R.H. Fowler & A. Pepper for 'Improvements in harrows and cultivators'. At a royalty of 10/- per implement.
- ii. 1921 no. 188459. In the names of Party 1, Party 2 and H. Cooper. For 'Improvements in cultivating implements for use as attachments to motor ploughs and tractors and other mechanically operated agricultural units. At a royalty of 5/Od. per machine.
- iii. 1922 no.198118. In the names of Party 1 and Party 2. For 'Improvements in machinery for cleaning out, cutting or enlarging ditches'. At a royalty of £5 per machine.
- iv. 1923 no.215675. In the names of Party 1 and Party 2. For 'Improvements relating to scrapers for disc ploughs'. At a royalty of 1/- per scraper. Royalties to be payable when proceeds of sales are received by Party 2. Assignment is in accord with above agreement [TR FOW/CO5/88].

LETTER TR FOW/CO5/89/1 1924(8 Dec)**Contents:**

To John Fowler & Co. (Leeds) Ltd., from Herbert Haddan & Co., London W.C.2. Enclosing the above as registered at the Patent Office.

LICENCE TR FOW/CO5/90 1872(20 Jul)**Contents:**

Party 1: Thomas Aveling, of the firm of Aveling & Porter, Rochester, Kent - engineers.
Party 2: Robert Fowler, David Greig and Robert William Eddison of Leeds, Yorkshire in business as John Fowler & Co. - engineers.
For the exclusive manufacture and sale of machinery for steam cultivation purposes only, protected by letters patent 1870(8 Apr) no.1037, in the name of Party 1. For 'Improvements in the construction of agricultural road traction and portable steam engines and tramway locomotives' and for the residue of the term of fourteen years with any prolongation. Terms include:
i. Party 2 to pay Party 1 £2.10.0d. per engine manufactured and sold under the above patent or to which the patent was applied, including any renewals and repairs. Party 2 is to conspicuously affix a name and number plate to each such engine provided by Party 1. Books of account to be maintained by Party 2 open to inspection by Party 1 and a half-yearly statement of such sent within 21 days of 30 Jun and 31 Dec. Royalties payable also within 21 days of these dates.
ii. If there is any breach of i by Party 2, Party 1 may give notice of such in writing. If this is not corrected by one month thereafter Party 1 may determine the exclusive nature of this licence. Party 1 may freely grant licences for purposes other than steam cultivation, under this patent.
iii. Exclusive nature of the licence does not extend to Party 1 nor with regard to Party 1 for any improvements by Party 1 thereupon.
iv. Arbitration clause.

Attached is:

i. 1874(24 Jan). Certificate of registration of above licence in the Great Seal Patent Office.

LICENCE **TR FOW/CO5/91** 1890(10 Apr)

Contents:

[Copy]

Party 1: John McLaren and Henry McLaren of Leeds, Yorkshire, in business as J. & H. McLaren - engineers.

Party 2: John Fowler & Co. (Leeds) Ltd., Leeds, Yorkshire - engineers.

To manufacture, sell and also to export to foreign countries, machinery under UK letters patent 1884(20 Oct) no.13099, in the names of Party 1, for 'Improvements in wheels for traction engines and other purposes' for the residue of the patent term and any prolongation. Terms include:

- i. Party 2 to pay Party 1 £10 per wheel manufactured and sold under the above patent. Payable half-yearly on 30 Jun and 31 Dec. Party 2 to maintain separate book of account for such, open to inspection by Party 1 and send half-yearly statements there-from. Verified by a statutory declaration if required. Party 2 also to conspicuously cast on each such wheel 'Patented 1884 no.13099' together with a running number referring to the number of the wheel in order of such manufacture.
- ii. Party 2 may not sub-licence or assign without Party 1's written consent.
- iii. Party 1 free to hereafter amend title or specification of invention for errors or omissions.
- iv. Party 1 may only grant other licences of the patent to Isaac Watt Boulton, of Ashton under Lyne, Lancashire, on terms more favourable than this licence.

LICENCE **TR FOW/CO5/92** 1903(30 Oct)

Two copies

Contents:

[Copy]

Party 1: Alfred Julius Boulton and Harold Wade, of 111 Hatton Garden, London - chartered patent agents.

Party 2: Moton David Moss of Palmerston House, London - gent.

Party 3: John Fowler & Co. (Leeds) Ltd., whose registered office is 6 Lombard Street, London.
By Party 1, with the consent of Party 2, to manufacture and sell within the United Kingdom Hall's hydraulic variable speed gear for application to such ploughing and traction engines and road locomotives only as an advertised in two catalogues of Party 3, published 1902-1903, i.e. PN 46 part 1 and PN 56 part 2. Such engines and locomotives may be then exported to any colony, dominion or foreign country. The gear is protected by four UK letters patent listed in Schedule 1 [viz 1896 no.6590; 1896 no.7479; 1897 no.14826 and 1901 no.22406]. Also one provisional UK patent listed in Schedule 2 [viz 1903(7 Jan) no.4427]. The licence is to last for the remainder of the patents' terms and is subject to the terms contained in a separate agreement [TR FOW/CO5/93]. The licence is not to extend to motor cars, motor lorries, wagons or vehicles in which the motive power is applied to the wheels of the vehicle carrying the load, or to engines or locomotives running on rails or tramways.

AGREEMENT **TR FOW/CO5/93** 1903(30 Oct)

Contents:

Party 1: Alfred Julius Boulton and Harold Wade of 11 Hatton Garden, London - chartered patent agents.

Party 2: Moton David Moss of Palmerston House, London - gent.

Party 3: John Fowler & Co. (Leeds) Ltd., whose registered office is 6 Lombard Street, London. Containing terms to which above licence [TR FOW/CO5/92] is subject. They include:

- i. Party 2 to forthwith supply drawings of the gear to Party 3 who shall then manufacture a large size gear for experimental purposes within 12 months, thereafter Party 3 will notify Party 2 in writing of their intention or otherwise to manufacture the gear. If no notice given within this period, either Party 1 or Party 2 may revoke the licence.
- ii. Party 3 to pay Party 2 15% of the manufacturing cost of each such gear and accessories manufactured and sold (manufacturing cost to equal cost of labour and material plus 100% of the labour costs). When average manufacturing costs shall be determined of each class, design and size of gears, these will be then fixed and royalty of 15% paid on these amounts. Average costs may be verified by chartered accountants if required. Payable half-yearly within 2 months of 31 Mar and 30 Sep to Party 2. Party 3 to keep separate account books for such years, open to inspection by Parties 1 and 2, and, to send a half-yearly statement of such within one month of 31 Mar and 30 Sep, verified by a statutory declaration if required.
- iii. Party 3 not to sell gears separately, without written permission of Party 2.
- iv. Party 3 to conspicuously cast a metal plate to each gear reading 'Hall's patent' with a running number referring to the order of manufacture of the gear.
- v. Party 3 may not assign the licence or sub-licence without written consent of Party 2.
- vi. Party 3 not to dispute the validity of the patents or the inventions. If Party 3 notifies Party's 1 and 2 of any infringement of the patents and no legal action is taken by Parties 1 and 2 for six months thereafter. Party 3 may give three months written notice in order that licence and agreement be determined. Party 3 may also give such notice if one or more of patents legally judged invalid. During such three months, Party 3's royalties shall be payed into a separate bank account and become their property if any legal decision against the patents become conclusive.
- vii. Parties 1 and 2 will make no licence for a similar application of the patents, without Party 3's consent, save at a higher rate of royalty. They may themselves however, manufacture machinery with such an application, though not for sale at a price lower than that mutually agreed with Party 3.
- viii. If royalties are not paid for 21 days after when due, then Party 1 or 2 may serve three months written notice on Party 3 to remedy the default, failing which the licence may be terminated.
- ix. All parties to communicate improvements on the gear to each other.
- x. Party 3 has exclusive right to export and sell ploughing engines fitted with the gear to any colony, dominion or foreign country.

MEMORANDUM OF AGREEMENT **TR FOW/CO5/94** 1905(20 Feb)

Contents:

Party 1: Harold Frederick Crossley Whitehead of "Bellwood", Guest Road, Prestwich, Lancashire - mechanical engineer.

Party 2: John Fowler & Co. (Leeds) Ltd., Steam Plough Works, Leeds, Yorkshire - engineers. Granting rights of manufacture and sale of valve gears as protected by UK letters patent 1900 no.23764, in the name of Party 1 for 'Improvements in Corliss valve gears'. Terms include:

i. Royalties to be on this scale

No. Approx. size of steam cycl. - dia. Size of D/Pol's dia. Single gears When a pair of gears on one engine

1 12" - 17" 4" £4 each £6 per pair

2 18" - 25" 5" £6 each £10 per pair

3 26" - 33" 6" £8 each £12 per pair

4 34" - 41" 7" £10 each £16 per pair

5 42" - 48" 8" £12 each ££20 per pair

Payable half-yearly within fourteen days of 30 Jun and 31 Dec. Statement of account to be sent by Party 2 at the same times.

ii. Arbitration clause.

LICENCE **TR FOW/CO5/95** 1913(26 Apr)

Contents:

Party 1: Frank Bottrill, of 41 Mowbray Street, Albert Park, Victoria, Australia - engineer.

Party 2: John Fowler & Co. (Leeds) Ltd., of Leeds, Yorkshire.

To manufacture and sell pedrail shoes in the United Kingdom and the rest of the world, except Australia and United States of America in accord with UK letters patent 1912(no.8844. In the name of Party 1 for 'Improvements relating to pedrail shoes for heavy road vehicles' and with other letters patents now being applied for. For the remainder of the patent term and any prolongation. Terms include:

- i. Party 2 has rights of export to the United States of America.
- ii. Party 2 to pay Party 1 £10 per traction engine fitted with such shoes and £5 per trailer or wagon wheel so fitted. Payable quarterly within thirty days of the first day, other than Sundays, of each successive third month. Separate accounts to be maintained by Party 2 and quarterly statements sent to Party 1.
- iii. Party 1 will not grant further licence except at a royalty of at least 10% above ii in consideration of Party 2's expense in manufacturing, testing and exhibiting the first article made under the patent.
- iv. Any improvements on the patent to be mutually communicated by the parties. Party 1 may amend, disclaim or alter his specification. If Party 2 invents a means of applying the shoes to other than traction engine wheels, they may sell such except within Australia.
- v. If Party 2 make default, Party 1 may give one months' written notice to determine the licence.

LICENCE **TR FOW/CO5/96** 1890(10 Apr)

1 membrane.

Contents:

[Cancelled]

Party 1: John Fowler & Co. (Leeds) Ltd.

Party 2: Alfred Greig, formerly of the Steam Plough Works, Leeds, Yorkshire, now of 75 Queen Victoria Street, London - engineer.

To freely manufacture and sell portable railway sleepers, under UK letters patent 1879(30 Mar) no. 1189. In the name of Party 2. Licence is personal, unassignable and no sub-licencing allowed.

For remainder of patent term, supplemental to deed of 1881(25 Feb) between Greig-Party 1 and John Fowler & Co.-Party 2, Greig having for some time left the employ of John Fowler & Co.

ASSIGNMENT **TR FOW/CO5/97** 1887(6 Jul)

Contents:

Party 1: William Lowrie of 20 Digby Road, Finsbury Park, Middlesex - engineer and Charles James Hall of 1 Portland Road, Finsbury Park, Middlesex.

Party 2: Robert Hammond of 117 Bishopsgate Street, London - merchant in business as Hammond & Co.

One third share in the inventions and letters patent thereof by Party 1 present or future, with regard to electrical machinery for the U.K., British colonies and foreign countries. This includes the invention of Party 1, under provisional UK protection for electric 'convertors'. This assignment is

subsequent to the deed of 1886(9 Jul) between Lowrie-Party 1 and Hammond-Party 2 whose terms included an agreed half share each in any new patents of Lowrie. This deed remains in force, but not with regard to electrical machinery which is subject to the terms herein. Terms include:

- i. Party 2 to bear all patenting costs including experimental and improvement costs.
- ii. Party 2 to act as agent for the introduction or sale and disposal of such patents. Actual sale to require consent of all above parties.
- iii. Party 2 to bear the patenting costs of all foreign and British colonial letters patent. If he fails to comply, Party 1 to bear the costs and take all the benefits of such patents.
- iv. Payments made by Party 2 under i and iii may be liquidated out of one half share of the profits of the patents.
- v. If Party 2 obeys terms herein, is entitled to one third share of future patents of Party 1 and also one third share of Party 1's share in such patents. Party 1 may terminate this clause by giving one month's notice.
- vi. Party 2 may decline payments by giving one month's notice and party 1 may then purchase back his third share by repaying him the money he has previously expended under the terms herein, though he will be entitled to retain any profits he may have received.

LETTER to W. Collis esquire, c/o John Fowler & Co. (Leeds) Ltd., London from John Fowler & Co. (Leeds) Ltd., Leeds. **TR FOW/CO5/98** 1899(30 Oct)

Contents:

Forwarding copy of correspondence with George Williamson of Harrogate, concerning his patent terminal covers for electrical transformers, and the royalty payable of 10/- per cover. A photograph of two 3kw covers is attached.

AGREEMENT **TR FOW/CO5/99** 1901(18 Nov)

Contents:

Party 1: George Wilkinson of Kirkside, Bilton, Harrogate, Yorkshire - esquire.

Party 2: John Fowler & Co. (Leeds) Ltd., Hunslet Works, Leeds. Granting exclusive rights of manufacture and sale to Party 2 of street boxes, transformers and fittings, as provisionally protected by UK letters patent 1901(no.16460. In the name of Party 1. For 'Improvements of electric alternating current transformers and accessories thereto'. In accord with the specification attached hereto for a term of seven years. Terms include:

- i. Letters patent to be obtained by Party 1 and kept in force by him.
- ii. Party 2 to pay Party 1 5% of the retail price of each of the complete transformer box, transformer, high and low tension switch board and lamp pillar, manufactured and sold. 2½% of all renewals and spare transformers. Payable half-yearly on 31 Mar and 30 Sep, at which date account should also be rendered.
- iii. When the letters patent have been granted and the complete specification received, Party 2 bring the invention to their customers notice by inserting particulars in the next edition of their electrical catalogue and by sending circulars to engineers at various AC electricity works in the UK.
- iv. When the letters patent have been granted, a licence may be granted embodying returns herein.
- v. Costs of this agreement to be divided equally between the parties. Copy of provisional specification attached.

LICENCE **TR FOW/CO5/100** 1924(5 Nov)

Contents:

Party 1: John Thomas Jackson, Samuel Jackson jnr. and Hugh Hodgkin Jackson, in business as Samuel Jackson & Sons of Hunts Bank Works, Wistarton, nr. Nantwich, Cheshire - mechanical engineers.

Party 2: John Fowler & Co. (Leeds) Ltd. registered office at 113 Cannon Street, London EC4. For exclusive manufacture and sale of road scarifiers, in accord with UK letters patent 1923 no.214815 and initial letters patent 1923 no.9721, in the names of Party 1. For 'Improvements in and relating to road scarifiers', and in accord with a prior agreement. Party 2 may also use and sell the invention without restriction in other countries outside the United Kingdom and India, if patents obtained for there. Duration is for the patent term and any prolongation. Party 1 may use their invention for their own use only. Terms include:

- i. Party 2 to pay Party 1 £5 per road scarifier manufactured and sold under the above patents. Party 2 is also to pay a minimum annual royalty of £100 for the first two years of the patents term and £160 per year thereafter. Payable half-yearly as at 13 Jan and 1 Jul, from 1925(1 Jan) onwards. Accounts to be maintained by Party 2 and statements sent as at 1 Jan and 1 Jul. Party 1 has no rights of inspection but a certificate of Party 2's auditors can be provided. Party 2 is to affix a plate to each such scarifier reading 'Jacksons patent'.
- ii. Party 1 to forthwith communicate any improvements to Party 2 who may use them freely with no further payments except as in i.
- iii. If letters patent infringed, cost of legal proceedings to be equally divided between the parties. Disputes to be referred to arbitration and if neither Party is willing to defend the patents, the licence may be determined by one week's written notice from Party 2.
- iv. Renewal fees on letters patent to be paid by Party 1 and produce certificate of such by seven days before payment due. If this is not forthcoming, Party 2 may either pay the renewal fee and offset this against the royalties, or terminate the licence by giving three calendar months written notice.
- v. If letters patent obtained for other countries by Party 1 and licences issued, such licences to contain a covenant that licensee not to sell scarifiers at a lower retail price than Party 2.
- vi. Party 2 may sub-licence for manufacture and sale and pay royalties via itself to Party 1.
- vii. Arbitration clause.

AGREEMENT **TR FOW/CO5/101** 1924(23 Feb)

Contents:

Party 1: John Fowler & Co. (Leeds) Ltd., registered office at 113 Cannon Street, London E.C.4.

Party 2: Herbert Rowlett, of the Steam Plough & Locomotive Works, Leeds, Yorkshire. Between employer and employee in regard to patent rights. The document is a standard agreement as those below containing the usual terms in respect of both parties rights. Terms include:

Party 1 to have benefit of all Parties 2's inventions whilst in their employ, past and future, though Party 2 may make use of such patents. Party 2 to forthwith disclose any future inventions or improvements to Party 1, who, if they consider them to be patentable, will obtain letters patent in both parties names, paying patenting and experimental fees. Party 1 will pay all stamp duties provided it be in their interests to keep any such letters patent in force. Letters patent to be vested in Party 1.

- ii. Royalty to be at discretion of Party 1 and to be additional to salary of Party 2.
- iii. Party 1 to give one calendar month's notice in writing of intention not to maintain letters patent and Party 2 may then have letters patent re-vested in him, if he so require, but at his own expense and on repayment to Party 1 one half of patent fees and patent agent's charges already incurred.
- iv. Party 2 to keep all business of Party 1 private.
- v. Party 1's decision final in any question of dispute.

AGREEMENT **TR FOW/CO5/102** 1924(23 Feb)

Contents:

Party 1: John Fowler & Co. (Leeds) Ltd., registered office at 113 Cannon Street, London, E.C.4.
Party 2: Herbert Hodgson, of the Steam Plough & Locomotive Works, Leeds, Yorkshire.
Between employer and employee in regard to patent rights. The documents is a standard agreement as TR FOW/CO5/101

ASSIGNMENT TR FOW/CO5/103 1924(24 Mar)**Contents:**

Party 1: Herbert Hodgson of the Steam Plough and Locomotive Works, Leeds, Yorkshire.
Party 2: John Fowler & Co. (Leeds) Ltd., registered office at 113 Cannon Street, London, E.C.4.
Of UK letters patent 1920 no.168770, in the names of both parties for 'Rope driven track' in accord with the above agreement [TR FOW/CO5/101] and for a royalty of £3 per vehicle payable to Party 1.

AGREEMENT TR FOW/CO5/104 1924(23 Feb)**Contents:**

Party 1: John Fowler & Co. (Leeds) Ltd., registered office at 113 Cannon Street, London, E.C.4.
Party 2: Percival Thomas Moor of the Steam Plough & Locomotive Works, Leeds, Yorkshire.
Between employer and employee in regard to patent rights. The document is ou a standard agreement as TR FOW/CO5/101.

ASSIGNMENT TR FOW/CO5/105 1924(22 Sep)**Contents:**

Party 1: Percival Thomas Moor of 16 Moor Drive, Far Headingley, Leeds, Yorkshire.
Party 2: John Fowler & Co. (Leeds) Ltd., registered office at 113 Cannon Street, London E.C.4.
Of Letters patent UK 1923(11 Jul) no.216382 [unspecified] in the names of both parties, in accord with the above agreement and in consideration of a sum of £20, already paid.

AGREEMENT TR FOW/CO5/106 1924(23 Feb)**Contents:**

Party 1: John Fowler & Co. (Leeds) Ltd., registered office at 113 Cannon Street, London E.C.4.
Party 2: Thomas Alfred Smith of the Steam Plough & Locomotive Works, Leeds, Yorkshire.
Between employer and employee in regard to patent rights. The document is a standard agreement as TR FOW/CO5/101.

AGREEMENT TR FOW/CO5/107 1924(23 Feb)**Contents:**

Party 1: John Fowler & Co. (Leeds) Ltd., registered office at 113 Cannon Street, London E.C.4.
Party 2: Clifford Mitchell Wilcock, of the Steam Plough & Locomotive Works, Leeds, Yorkshire.
Between employer and employee in regard to patent rights. The document is a standard agreement as TR FOW/CO5/101.

AGREEMENT TR FOW/CO5/108 1924(25 Apr)**Contents:**

Party 1: John Fowler & Co. (Leeds) Ltd., registered office at 113 Cannon Street, London E.C.4.
Party 2: Harry Walker of the Steam Plough & Locomotive Works, Leeds, Yorkshire.
Between employer and employee in regard to patent rights. The document is a standard agreement as TR FOW/CO5/101.

AGREEMENT **TR FOW/CO5/109** 1924(25 Apr)

Contents:

Party 1: John Fowler & Co. (Leeds) Ltd., registered office at 113 Cannon Street, London E.C.4.
Party 2: George Frederick Bell of the Steam Plough & Locomotive Works, Leeds, Yorkshire.
Between employer and employee in regard to patent rights. The document is a standard agreement as TR FOW/CO5/101.

AGREEMENT **TR FOW/CO5/110** 1924(25 Apr)

Contents:

Party 1: John Fowler & Co. (Leeds) Ltd., registered office at 113 Cannon Street, London E.C.4.
Party 2: Edward Birrell, of the Steam Plough & Locomotive Works, Leeds, Yorkshire.
Between employer and employee in regard to patent rights. The document is a standard agreement as TR FOW/CO5/101.

AGREEMENT **TR FOW/CO5/111** 1934(1 Oct)

Contents:

Party 1: John Fowler & Co. (Leeds) Ltd., registered office at 113 Cannon Street, London E.C.4.
Party 2: William Arthur Owen of the Steam Plough & Locomotive Works, Leeds, Yorkshire.
Between employer and employee in regard to patent rights. The document is a standard agreement as TR FOW/CO5/101.

AGREEMENT **TR FOW/CO5/112** 1929(13 Mar)

Contents:

Party 1: John Fowler & Co. (Leeds) Ltd., registered office at 113 Cannon Street, London E.C.4.
Party 2: William Douglas Craig of the Steam Plough & Locomotive Works, Leeds, Yorkshire.
Between employer and employee in regard to patent rights. This is an elaboration upon the above standard agreement and extends six months beyond where Party 2 should leave Party 1's employ.

AGREEMENT **TR FOW/CO5/113** 1929(8 Apr)

Contents:

Party 1: John Fowler & Co. (Leeds) Ltd., registered office at 113 Cannon Street, London E.C.4.
Party 2: Frank Stanley Heaton of the Steam Plough & Locomotive Works, Leeds, Yorkshire.
Between employer and employee in regard to patent rights as TR FOW/CO5/111.

DEED OF COVENANT **TR FOW/CO5/114** 1861(1 Jan)

Contents:

Party 1: Robert Romaine of Peterborough, Canada West, British North America, now residing at Devizes, Wiltshire.
Party 2: William Brown and Charles Neale May in business at Devizes, Wiltshire, under the style of Brown & May.

Altering certain terms of a licence of patent rights by Party 1 to Party 2, as herein, 1860(11 May) in respect of seven UK letters patent [viz 1847, no.11821; 1855, no.35; 1856, no.2121; 1857, no.2568; 1858, no.2153; 1859, no.127 and 1859, no.1229]. In accord with a prior agreement. Terms include:

- i. Clause 14 in the licence is to be abrogated and annulled.
 - ii. Party 2 to pay Party 1 £300 per year in quarterly instalments of £75 on 25 Mar, 24 Jun, 29 Sep and 25 Dec, from 1861(25 Mar) onwards for the duration of the licence or until one year after notice has been given by Party 2 to discontinue to manufacture under the licence. This amount is on account of royalty. Party 2 also to have at no further cost, one or more metal plates as such amounts would entitle them to under the terms of the licence. If the annual royalties exceed £300. Party 2 may carry the excess amount over for any years when the royalty shall be less than £300.
 - iii. Party 2 may give one year's notice to terminate the licence, ending at one of the above quarter days.
 - iv. Remainder of licence unaffected by this deed of covenant to remain in force. 1 1 membrane.
- Attached is:
- i. 1861(30 Jan). Certificate of registration of the above deed of covenant in the Great Seal Patent Office.

AGREEMENT **TR FOW/CO5/115** 1868(21 Nov)

Contents:

Party 1: Samuel William Campain of Deeping St. Nicholas, Lincolnshire.
Party 2: Thomas Amies and William Barford, both of Peterborough, Northamptonshire, and Thomas Perkins of Hitchin, Hertfordshire, in business as Amies Barford & Co.
Conveying all the interest in an invention, provisionally protected, 1868(16 Nov) UK no.3487. In the name of Party 1 for 'Improvements in steam cultivating machinery, together with rights of manufacture, sale and licence. Terms include:

- i. Party 2 to pay the cost of obtaining the letters patent.
- ii. Party 2 to pay Party 1 a royalty not in excess of £2.10.0d. per anchor, machine or apparatus, manufactured and sold under the above patent and also in respect of any licencees. The royalty may be reduced at Party 1's option, but only increased if the retail price per anchor exceeds £30, whereupon Party 1 shall receive 10% of that excess as additional royalty.
- iii. Any improvements on the invention by Party 1 should Party 2 request, will be patented in Party 1's name at Party 2's expense and become Party 2's property either as in ii or with Party 1 receiving 10% of the retail price as royalty.
- iv. Royalties payable yearly by 25 Mar of the following year. The books of Party 2 are open to inspection by Party 1 in regard to such patented machinery.
- v. Party 1 is to complete invention at his own cost including the two anchors already made and which Party 2 will have free use of for exhibition and is to attend show and trials of his apparatus.
- vi. Legal proceedings and arbitration clauses.

LEGAL ADVICE **TR FOW/CO5/115/1** 1876(16 Dec)

Contents:

Concerning the above agreement. Royalties were paid by Party 2 and also the third years stamp duty on the letters patent but not the seventh years and no notice of this was given so that the patent lapsed. Advice is concerning liability Party 2 has towards Party 1 for any damages.

CHANCERY **TR FOW/CO5/116-135** 1863 no.42

Contents:

Plaintiffs: John Fowler of 28 Cornhill, London - engineer: James Beadell of Gresham Street, London - land and estate agent: John Clutton of Whitehall Place, Middlesex - land and estate agent and Robert Lake of Milton Chapel, near Canterbury, Kent - gent.

Defendants: James and Frederick Howard of the Britannia Iron Works, Bedford - agricultural engineers and implement makers.

Solicitors: Plaintiffs: Wilson, Bristow & Carpmael, 1 Copthall Buildings, Frog Morton Street, London E.C.

Defendants: Bowers, Son & Cotton, 46 Chancery Lane, London W.C.

BILL OF COMPLAINT **TR FOW/CO5/116** 1863(May)

Contents:

[Draft] in respect of the infringement by the defendants of the plaintiffs' patents for steam cultivation, especially in respect of the manufacture and sale of balance ploughs.

The complaint makes reference to various documents. The letters patent concerned are UK 1855(19 Jul) to David & Robert Hay Fiskens, and UK 1856(28 Feb) to John Fowler jnr. and David Greig. The former patent was amended by a disclaimer of John Fowler, 1862(20 Dec). Fowler obtained ownership of the two patents by assignments of 1857(27 Jun) with Greig and 1858(6 Mar) with the Fiskens [some details of the latter assignment are mentioned]. The later assignment was relaxed and varied by a deed of 1859(3 Aug) [TR FOW/CO5/51]. Fowler thereafter assigned the two letters patent in trust to his fellow plaintiffs by assignments of 1859(3 May) in respect of Fiskens' patent, and 1859(23 May) in respect of his and Greig's patent.

The Fiskens thereafter entered into an agreement with James Howard 1862(15 Mar) involving their patent to induce Fowler to grant Howard a licence to manufacture and sell their invention alone or in connection with another system of steam cultivation than Fowlers and that the agreement would act as a licence from the Fiskens to Howard. Provisions were also made for the payment of the costs of any legal proceedings by Howard and also for royalty payments to the Fiskens. Howards then made no application to Fowler for a licence and did not inform Fowler of this agreement and 'he knew anyway' that Fowler would not grant any such licence. Fowler then entered into an agreement with the Fiskens 1862(15 Sep) [TR FOW/CO5/52] whose terms included the right of Fowler to enter a disclaimer against Fiskens specification, without any opposition.

The two patents are then described. Fiskens' includes a plough pulled forward by a rope, set in motion by steam or other power at a distance from the implement. It includes one or more furrows according to the number of sets of plough shares affixed. The implement can also plough several ways successively without need of turning or reversing and involving mechanical arrangements applying the principle of equipoise and the law of gravitation to the turning on a common axle of the sets of plough shares affixed to either end of the implement. The use of steam or other power was amended in Fowler's disclaimer. Fowler's and Greig's patent involved improvements on the construction and actuation of the implement, especially the application of traction power. Such implements are said to be 'now continuously coming into more extensive use in the application of steam power to the cultivation of the land', Constructed by Fowler and his licencees and are known as 'balance ploughs'.

Howards' withdrawal from Fowler's agreement for steam plough patent licencing with three other firms 1861(19 Dec) is then mentioned [TR FOW/CO5/73/1, /71] especially in association with a letter to John Fowler from James Howard 1861(17 Dec) recited in full, Referring to 'unsuperable objections' and a letter to William Fiskens from James Howard 1862(18 Jan) [TR FOW/CO5/118 vii] referring to Howard's desire to enter into agreement with the Fiskens over their patent. James Howard's letter of 1862(28 Jul) to William Fiskens is then recited [TR FOW/CO5/118 xvii] in which he refers to the deed of 1859(3 Aug) as 'Far too valid to get by', Howard having obtained a copy of such from the Fiskens. When the plaintiffs entered an application for a disclaimer to Fiskens' patent, Howard entered a caveat and opposed its allowance. He also encouraged the Fiskens to

join him, offering to pay their expenses with full knowledge of the agreement of 1862(15 Sep). Howards letter of 1862(3 Dec) is thereafter recited [TR FOW/CO5/118 xx].

The Defendants are said to have been manufacturing and selling balance ploughs as under the two letters patents for 'now and some time past', differing only by 'the mere substitution of mechanical equivalents'. This included the time prior to their opposition to Fowler's disclaimer and it has been of 'great and irreparable harm and damage to the plaintiffs'. Such ploughs of Howards were not made according to the deed of 1859 which stated that the plough was to be arranged to wind itself forward along a stationary rope at a greater travelling speed than the plough winding itself forward', but were built and adapted for use with other methods and systems of cultivation and to be actuated forward by a rope attached to the end thereof, set in motion by steam power at a distance from the implement.

On 1862(31 Dec) Beadell, Clutton & Lake commenced an action at law against the Howards on the grounds of this Bill of Complaint. The action was tried 1863(21 Feb) before a chief Justice and a special jury of the City of London, whose verdict (26 Feb) was for the plaintiffs with minimal damages. The defendants were reserved the right to move the Court to set aside the verdict and grant a new trial or to enter a verdict for the defendants upon various points. The Howards then made application to the Court of Common Pleas on 1863(16 Apr) requesting the above verdict to be set aside on six grounds, all recited. Grounds 2-5 were unanimously refused, but grounds 1 and 6 were allowed, namely that there was no evidence of infringement of either of the two letters patent in the construction of their specifications and that Fowler & Greig's specification was insufficient in failing to point out what was new and what was not. The Howards then gave notice of appeal on grounds 2-5 to the Court of Exchequer Chamber.

The prayer requests the defendants cessation from the manufacture and sale of balance ploughs, their deliverance of all stock and parts of such to the plaintiffs, of their violation of the two letters patent to cease, accounts to be taken of their manufacture of the ploughs and the appropriate monies transferred to the plaintiffs, and compensation for the loss of royalties be made.

[The Bill as such is not dated but an endorsement concerning printing is dated 1863(23 May)].

SUMMONSES **TR FOW/CO5/117** 1863(4 Aug) - 1864(18 Mar)

Contents:

For all parties to attend the Chambers of John Romilly, Master of the Rolls, Rolls Yard, Chancery Lane, Middlesex. For the application for a further month's time to plead by the defendants in answer to the plaintiff's bill. Costs of the applications to be considered as costs in the cause. Below are listed dates of summonses and hearings of applications:

- i. 1863(4 Aug). To be heard 11.00 a.m. 7 Aug.
- ii. 1863(1 Sep). To be heard 11.30 a.m. 4 Sep.
- iii. 1863(29 Sep). To be heard 11.30 a.m. 20 Oct.
- iv. 1863(24 Nov). To be heard 11.00 a.m. 27 Nov.
- v. 1863 (23 Dec). To be heard 11.00 a.m. 29 Dec.
- vi. 1864(22 Jan). To be heard 11.00 a.m. 26 Jan.
- vii. 1864(19 Feb). To be heard 11.00 a.m. 23 Feb.
- viii. 1864(18 Mar). To be heard 11.00 a.m. 22 Mar.

LETTER to [William Fisken?] from Thomas Fisken, Bankfoot. **TR FOW/CO5/118** 1850(18 Nov)

Contents:

Concerning recent experiments by himself and David Fisken employing ropes and pulleys to work ploughs by mechanical means. Includes sketches. [Original and transcription].

BUNDLE OF CORRESPONDENCE. **TR FOW/CO5/119** 1861(16 Nov) - 1862(3 Dec)

Contents:

All items are to William Fisken from principally James Howard of James & Frederick Howard, Britannia Iron Works, Bedford. Exhibits in above chancery case.

Letter from A.G.E. Morton for James & Frederick Howard. **TR FOW/CO5/119/i** 1861(16 Nov)

Contents:

Acknowledges Fisken's letter of 14 Nov and says it will be dealt with by James Howard on his return to Bedford.

Letter from James Howard. **TR FOW/CO5/119/ii** 1861(22 Nov)

Contents:

In reply to Fisken's letter of 14 Nov. Agrees to make anything required and wishes to fix the price himself. Wishes to know position with Mr. Fowler, who "bought your patent out and paid you so much money down and was to pay you so much per set, but as he did not work your patent he gave it back to you". Also if Fisken can grant a patent licence.

Letter **TR FOW/CO5/119/iii** 1861(29 Nov)

Contents:

James Howard wishes to see Fisken's most recent set of apparatus. Has heard of a set near London and "we would pay you most liberally for the use of it".

Letter from James & Frederick Howard 'Confidential'. **TR FOW/CO5/119/iv** 1861(23 Dec)

Contents:

Have seen Fisken's apparatus at 'Mr. Hamiltons' and are satisfied with the plough rope. Inquires if Fisken will grant a licence or sell the right to work his anchor. Mr. Fowler has told them Fisken can do nothing without his assent. Also notes: "Mr. Heathcoat's patent for advancing the anchor touches very closely on you and Mr. Fowler".

Letter from James Howard 'Private'. **TR FOW/CO5/119/v** 1861(28 Dec)

Contents:

Still keen to obtain a patent licence from Fisken and "prepared to treat you on fair terms". Will pay Fisken's expenses if he will come to Bedford even if no terms agreed there and bring his agreement with Fowler, with him.

Letter from James & Frederick Howard 'Private'. **TR FOW/CO5/119/vi** 1862(2 Jan)

Contents:

In reply to Fisken's letter of 1 Jan. Fisken is able to grant licences and Fowler is "bound to assent". Fisken's visit to Bedford is arranged. Howards will pay half travelling expenses if agreement reached or the whole if no agreement reached.

Letter from James Howard. **TR FOW/CO5/119/vii** 1862(18 Jan)

Contents:

"Private and confidential". Have considered Fiskens letter and memorandum and are willing to enter into an agreement and "to lend an aid in extricating you from your present predicament". Cannot agree to first clause in memorandum because "it may happen that in a few months a very superior system of traction may be invented, rendering all others obsolete", and is therefore unwilling to pay "so high a royalty". Position of Fiskens with Fowler seen to be uncertain: "You cannot come upon Mr. Fowler or his licencees for a farthing until you get the second agreement set aside by a Court of Equity nor can you deprive Mr. Fowler of his priviledges without adopting this course, or the one you suggested viz of assisting to break down the patent. Mr. Fowler cannot act as he likes. He would not take a step without his brother and the legal advisors of the family". Fiskens is to come with brother David to Bedford on 27 Jan if negotiation still viable. Services of a London solicitor will be available if a new patent taken out will need to bring an authority from Robert Fiskens to act on his behalf, copies of all agreements and plans and models of new schemes. Expenses to be paid as in letter of 2 Jan.

Letter from James Howard. **TR FOW/CO5/119/viii** 1862(22 Jan)

Contents:

Concerns meeting on 27 Jan. Thinks it best David Fiskens should come.

Letter from James Howard. **TR FOW/CO5/119/ix** 1862(30 Jan)

Contents:

Requests deferral of visit until he should write.

Letter from James Howard. **TR FOW/CO5/119/x** 1862(8 Feb)

Contents:

Requests deferral of visit due to engagement in important law suit.

Letter from James Howard. **TR FOW/CO5/119/xi** 1862(18 Feb)

Contents:

Has received two letters from Thomas Fiskens but still very busy, will be in Scotland shortly when a meeting can be arranged.

Letter from James Howard. **TR FOW/CO5/119/xii** 1862(10 Mar)

Contents:

Will be at Newcastle shortly where he can meet Fiskens and his two brothers Wednesday next.

Letter from James Howard. **TR FOW/CO5/119/xiii** 1862(12 May)

Contents:

"Private". The firm is so busy 'this season due to the exhibition' that cannot attend to Fiskens negotiations at the moment. Address Fiskens to withdraw application for letters patent, "As it is not advisable to publish the scheme until you are prepared to show it". Enquires what you and your brothers mean by "their statement to Mr. Harle" and advises "You can do nothing until you are released and therefore I hope your brothers will not interfere but leave the matter entirely with me as agreed upon".

Letter from James Howard. **TR FOW/CO5/119/xiv** 1862(27 May)

Contents:

"Confidential. Still advises Fisken to do nothing with his new plan until after 'the show is over'. Has not found time yet to see Mr. Harle. Enquires if Fisken is coming 'to the exhibition or to the Battersea meeting'. States: "There can be no doubt as to the nature of the last deed your brother signed. Tis perfectly plain if your brothers did not know what they were about - Mr. Fowler did".

Letter from James Howard. **TR FOW/CO5/119/xv** 1862(14 Jun)

Contents:

Looks forward to meeting Fisken at Battersea and considering his new plans. States: "Fowlers 'Digger' is a misnomer - tis simply a plough with short breasts which inserts half and turns the other portion as you inche" - tis a miserable operation although it takes with the unthinking".

Letter from James Howard. **TR FOW/CO5/119/xvi** 1862(21 Jul)

Contents:

Has been to the seaside for a rest. The document Fisken referred to has been taken by his brother Thomas and Howard is seeing him on 1 Aug concerning it.

Letter from James Howard. **TR FOW/CO5/119/xvii** 1862(28 Jul)

Contents:

"Confidential". States the "last deed is far too valid to get by". And obtain a private arrangement [TR FOW/CO5/51], "Mr. Fisken is so bound and tied by co-partners and licencees that he cannot stir hand or foot - and is certainly at their mercy".

Letter from James Howard. **TR FOW/CO5/119/xviii** 1862(14 Aug)

Contents:

Sends Fisken case and opinion upon it and wants it to rest for the moment though "I will not let an opportunity slip if one should occur".

Letter from James Howard. **TR FOW/CO5/119/xix** 1862(21 Aug)

Contents:

Notes £10 will be paid as required.

Letter from James Howard. **TR FOW/CO5/119/xx** 1862(3 Dec)

Contents:

Has entered an opposition to 'Fowlers' disclaimer [on Fisken's patent] and wants Fisken to do also. Has had a long interview with Mr. Straton who wants to know if there is any written agreement between Fisken and his brothers giving Fisken any licensing interest on the 1855 patent. Would be a good ground for Fisken appearing as an opponent before the Attorney General. If there is no agreement, Howard must appear on his own. The costs of the opposition will not be borne by Fisken.

CATALOGUE **TR FOW/CO5/120** 1863(1 Jan)

Contents:

Of steam ploughing and cultivating equipment (Howards System, with portable engine). Also includes PA, HA, HH, HR, HY, scarifiers, W, field rollers, cake-breakers. James & Frederick Howard. Pp.60.

BOOKLET **TR FOW/CO5/121** 1863

Contents:

Of press extracts reporting on the working of Howard's steam ploughing and cultivating apparatus. In chronological order, 1861(15 Apr) - 1863(2 Feb). James & Frederick Howard. Pp.38.

LEAFLET **TR FOW/CO5/122** [c.1863]

Two copies

Contents:

For Howard's new system of steam cultivation (roundabout system with portable engine). Including testimonials in French. James & Frederick Howard. Pp.2.

LETTER to Wilson, Bristows & Carpmael from A.M. Sherwood, Chancery Lane. **TR FOW/CO5/123** 1863(14 May)

Contents:

Concerning the possibility of filing a Bill for an injunction in the case, according to their counsel, Mr. Fooks.

LETTER to Wilson, Bristows and Carpmael from Robert Fowler, St. James Street. **TR FOW/CO5/124** 1863(19 May)

Contents:

States that John Head has seen Mr. Poppé who has been at Bedford [J. & F. Howard's] to see the tackle he has bought. That Howard has now no balance ploughs in his catalogue (that it is the one Poppé showed to Head) but the catalogues do contain 'one of the old fashioned sideways turnover ploughs'. That on Poppé's contract there was written 'one three furrow balance plough £50', but what Poppé bought was distinctively not that in Howards catalogue and he pointed to Fowler's drawing in his catalogue while Head was present saying "exactly like that only with more than two wheels and joined together with chains". Says Head will call on them to make the necessary affidavit and it must be prepared in 'Quaker form', if this is admissible in Chancery.

LETTER to Robert Fowler, St. James Street, from Wilson Bristows & Carpmael. **TR FOW/CO5/125** 1863(20 May)

Contents:

States counsel Mr. Fooks will be present tomorrow morning to settle the Bill if Fowler would like to attend.

LETTER to Wilson, Bristows & Carpmael from Joseph R. Clement, Ransomes & Sins, Ipswich. **TR FOW/CO5/126** 1863(5 Jun)

Contents:

Replying in place of John Head who was called away on business. Says Mr. Poppé has left England for Lisbon, but it is Head's firm belief that the plough to be supplied to Poppé is 'exactly similar to

the one which is an infringement of Mr. Fowler's'. Attached is:
i. 1863 Leaflet for HL and HY. RS. Pp.2.

LETTER to Wilson, Bristows & Carpmael from Robert Fowler, Showyard, Hamburg. **TR FOW/CO5/127** 1863(11 Jul)

Contents:

Encloses copy of catalogue circulated there by Howards and doesn't know whether their circulation of such a catalogue to all comers 'which contains the drawing they gave an undertaking to suppress' is a breach of this undertaking. "If so please act with rigour and without notice. If you want an affidavit sworn before the counsel, send it to the Hotel de l'Europe". P.S. "I have got the prize, I believe".

TELEGRAM to Wilson, Bristows & Carpmael from Mr. Bristow, Bradford **TR FOW/CO5/128** 1863(27 May)

Contents:

"If time let Carpmael see clause thirteen of Fowlers bill, if altered make affidavit like it".

LETTER to Bower, Son & Cotton, Chancery Lane from Wilson, Bristows & Carpmael **TR FOW/CO5/129** 1863(1 Jun)

Contents:

Requesting transcript of Mr. Webster's question for a new trial.

LETTER to Wilson, Bristow & Carpmael from Bower, Son & Cotton **TR FOW/CO5/130** 1863(2 Sep)

Contents:

Requesting them to endorse a consent on the enclosed summons [TR FOW/CO5/117 ii] and to return it.

LETTER to Wilson, Bristow & Carpmael from Bower, Son & Cotton "Private". **TR FOW/CO5/131** 1863(4 Sep)

Contents:

The 'writer' wishes to go abroad and Bowers wonder if Wilsons can extend the time for answering the bill until the end of November. Says will send the case on appeal shortly and as Wilsons have an undertaking, they cannot refuse until the case on appeal has been determined.

LETTER to Bower, Son & Cotton from Wilson, Bristows & Carpmael **TR FOW/CO5/132** 1863(10 Sep)

Contents:

Acceding to request in above letter for extending the time but regarding the case on appeal. "We cannot in justice to our client consent to any delay in settling the case and setting the appeal down and we shall also have to consider with you the most convenient way in which the defendants can give the plaintiffs the usual security for costs".

LETTER to Bower, Son & Cotton from Wilson, Bristows & Carpmael **TR FOW/CO5/133** 1863(14 Nov)

Contents:

In reply to Bowers' letter of 13 November, consenting to a months further time to answer, provided immediate security is given for costs in the action.

LETTER to Wilson, Bristows & Carpmael from Bower, Son & Cotton **TR FOW/CO5/134** 1863(24 Nov)

Contents:

Enclosing summons for application by the defendants for a further month's time to plead, 'both copy to keep and original to endorse and return'. [TR FOW/CO5/117 iv].

LETTER as TR FOW/CO5/132. **TR FOW/CO5/135** 1863(23 Dec)

Contents:

Summons is TR FOW/CO5/117 v].

LETTER to John Fowler & Co., from W. Steevens, London. **TR FOW/CO5/136** 1864(28 Dec)

Contents:

Acknowledging his infringement in advertently of the firms UK letters patent of 1855(19 Jul) granted to Messrs. Fisken and those of 1856(28 Feb) granted to Fowler and Greig by the manufacture of steam ploughs 'on the balance principle'. Only two such ploughs are 'now out', one with Mr. Champney, Gatwick, Horley, Sussex, the other with Mr. Andrew Forward, Osborn, Isle of Wight. Agrees neither to sell or make any more such ploughs, if Fowlers will not press proceedings against him or the two above owners. The letter is endorsed by Fowler & Co. accepting the statement and terms therein.

MEMORANDUM OF AGREEMENT **TR FOW/CO5/137** 1885(9 Oct)

Contents:

Party 1: George Greig of 28 Cornhill, London - engineer.

Party 2: John Fowler & Co. of Leeds, Yorkshire - steam plough manufacturers.

To terminate litigation between the two parties by referral to arbitration. Litigation was commenced by Party 1 and conderned two memoranda of agreement, both 1884(6 Feb), between Party 1 and Robert Fowler, in respect of patent royalties. Two referees to be appointed - Mr. George Fleming of 21 Austin Friars, London - merchant and William Milne of Aberdeen - advocate. To determine either amount of royalties or remuneration in lieu of commission. If referees unable to agree, referral to be made to an umpire appointed by them. The following was then entered:
i. 1886(18 Jan). Codicil noting settlement of above dispute, whereby Party 2 will grant to Party 1 an obligation for payment at 1892(1 Jan), for the sum of £1,500, with interest at 5% per annum as from 1886(1 Jan), the interest being payable annually. The two memoranda of agreement 1884(6 Feb) are cancelled as is also the referral to arbitration.

ii. 1894(16 Jan). Statement of receipt by William Alexander - rector of law and editor of the 'Aberdeen Free Press': George James Walker - land surveyor and William Milne - advocate. All of Aberdeen, Scotland. Executors and trustees of George Greig deceased, appointed under his will and testament of 1887(10 Jan), for the sum of £1,500 with £302.9.4d. interest as from 1887(1 Jan) to 1891(12 Jan), from John Fowler & Co. (Leeds) Ltd. Interest prior to 1887(1 Jan) was paid to the deceased and a sum of £100 is here deducted as special discount, so that the final payment is £1,701.9.4d.