

Dated 20th December 1906

N^o 79

The Wolseley Tool
and Motor Car Coy
Ltd

and

The Manchester
District Motor Omni-
bus Coy Ltd by its
Liquidator.

Supplemental
Agreement



An Agreement

made the Twentieth day of
December one thousand
nine hundred and Six
Between The

Wolseley Tool and Motor Car Company Limited having its registered office at Adderley Park Birmingham (hereinafter called "the Contractors") of the one part and The Manchester District Motor Omnibus Company Limited whose registered office is situate at Westinghouse Road, Trafford Park, Manchester in the County of Lancashire (hereinafter called "the Company") in voluntary liquidation by Ernest Innis Hewery of 58 Coleman Street in the City of London the Liquidator thereof of the other part Supplemental to an Agreement (hereinafter referred to as "the Principal Agreement") dated the twentieth day of February one thousand nine hundred and six and made between the Contractors of the one part and the British Transport Syndicate Limited of the other part for the supply of Motor Omnibuses Whereby it was agreed that the Contractors should sell and the British Transport Syndicate Limited on behalf of the Company should purchase at the price and upon the terms therein mentioned twenty five Motor Omnibuses Whereas the Company subsequently became entitled to the rights and subject to the liabilities acquired by and imposed upon the British Transport Syndicate Limited under the Principal Agreement And whereas the Contractors have supplied to the Company twenty two of the buses referred to in the Principal Agreement and there has been paid to the Contractors by the Company on account of the price of the said twenty five buses referred to in such Agreement the sum of Three thousand seven hundred and nine pounds fifteen shillings And whereas the Contractors or their nominees have applied for and are the registered holders of twelve thousand two hundred and thirty two Shares of One pound each in the Capital of the Company on each of which shares the sum of ten shillings has been paid up And whereas the Company has requested the Contractors to take back the buses so supplied as aforesaid which they have agreed to do upon the terms hereinafter appearing Now it is hereby agreed as follows:-

- 1 The Principal Agreement so far as relates to the Contract for the supply of and payment for further Omnibuses is hereby cancelled.

- 2 The Contractors shall forthwith become absolutely entitled to the said twenty two omnibuses supplied by the Contractors together with all spares and parts belonging thereto.
- 3 The Contractors shall be entitled to use free of charge up to and until the expiration of a period of one month from the date ^{of the Order confirming this Agreement} ~~hereof~~ the Company's garage for storing the buses spares and parts and for the purposes of sale or sales of such buses spares and parts by the Contractors either by public auction or otherwise.
- 4 The particulars of sale of such of the said buses as shall be sold by auction shall be submitted to the approval of the Company such approval not to be unreasonably withheld. The Contractors shall indemnify the Company against all proceedings claims damages actions and demands by the purchaser or purchasers of such buses or any of them in respect of any defects either of design workmanship or material which may be found to exist in the said buses or any of them.
- 5 The Contractors shall (subject to the provisions of the next succeeding clause) be absolutely entitled to retain the said sum of Three thousand seven hundred and nine pounds fifteen shillings so paid to them by the Company as aforesaid.
- 6 The Contractors shall give credit as against the moneys to which they or their nominees shall as shareholders of the Company be entitled in the liquidation of the Company either on account of capital or dividend for the sum of Nine hundred and fifty nine pounds fifteen shillings and in case upon the final winding up of the Company the amount so payable to them shall be less than the said sum of Nine hundred and fifty nine pounds fifteen shillings they will forthwith pay to the Liquidator of the Company the amount of the difference and the Company shall and will at all times hereafter indemnify the Contractors against any claims or demands by the Key Engineering Company in respect of commission on the purchase of or otherwise in relation to the said buses or any of them.
- 7 In consideration of the premises the parties shall upon such payment or allowance being made by the Contractors to the Company of the said sum of Nine hundred and fifty nine pounds fifteen shillings as aforesaid be deemed to be mutually released from all obligations and liabilities under the Principal Agreement.

8. This Agreement is conditional upon the same being sanctioned by the High Court of Justice (Companies Winding-up Division) within one month from the date hereof and if not so sanctioned shall be null and void.

In witness whereof the Contractors and the Company have caused their respective Common Seals to be hereunto affixed the day and year first above written

The Common Seal of
The Wolsey Trol and Motor
Car Company Limited was
affixed hereto in the presence
of

} Directors

Secretary

The Common Seal of
The Manchester District
Motor Omnibus Company
Limited was affixed hereto
in the presence of

Wm. I. Huse } Liquidator

