

No 71

Straker

Agreels

Duplicates

Dated

1906.

The Holley Tool & Motor Car Co.

And

Ledney Straker & Leonard

Agreement

for

Manufacture of Petrol
Motor Engines

AGREEMENT made the

day of

One thousand nine hundred and six BETWEEN
THE WOLSELEY TOOL AND MOTOR CAR COMPANY LIMITED of
Adderley Park Birmingham (hereinafter called "the Company")
of the one part and SIDNEY STRAKER AND SQUIRE LIMITED of
Nelson Square Blackfriars in the County of London (hereinafter
called "the Purchasers") of the other part WHEREBY IT IS

mutually agreed by and between the parties hereto as
follows: videlicet:-

1. THE Company shall make and sell and the Purchasers shall purchase from the Company Five Hundred and Three Petrol Motor Engines having cylinders 105 x 130 m/m to be constructed in accordance with the drawings and specifications which have been agreed upon by the parties hereto and signed by them or on their behalf and which have been or shall be delivered as follows videlicet not less than Twenty Four during the months of November and December One Thousand Nine Hundred and Five not less than Thirty Nine in equal weekly deliveries during the months of January February and March One thousand nine hundred and six not less than Seventy eight in equal weekly deliveries during the months of April May and June One thousand nine hundred and Six and Three Hundred and Forty Two in equal weekly deliveries of not less than Twelve during the months of July August September October November and december One Thousand Nine Hundred and Six and Twenty during the first two weeks of January One Thousand Nine Hundred and Seven making a total of Four Hundred and Eighty Three petrol motor engines to be delivered during the year One Thousand Nine Hundred and Six and Twenty Engines to be delivered in January One Thousand Nine Hundred and Seven.
2. The agreed purchase price for each petrol motor engine having cylinders 105 x 130 m/m complete but without a set of duplicate parts shall be One Hundred and Forty Five Pounds to be paid to the Company one month after delivery of the same to the purchasers as hereinafter provided for PROVIDED

ALWAYS that should the Purchasers at any time during the continuance of this Contract desire to purchase petrol motor engines of a larger size videlicet Five inches by Five and one eighth inches in lieu of those or any of those hereby agreed to be sold and not then in course of construction^d any of such desire shall give four calendar months written notice to the Company then the Company will make and sell to the purchasers Engines of a larger size at an increased price to be previously agreed upon such price in case of difference to be the current price for the time being charged by the firms of "Aster" or "De Dion" for engines of a similar size ^{and} or type.

3. The Company hereby guarantee that all parts of the said engines shall be of the best material and workmanship and so constructed that all the parts of the several engines to be manufactured under this agreement shall be of a uniform pattern and interchangeable and that as far as practicable any parts will fit any engine of a similar make and size without adjustment or fitting In the event of any part or parts breaking or showing defect due to defective workmanship or material within three calendar months after the delivery thereof to the purchasers the Company shall at their own expense replace such defective part or parts provided the purchasers on request produce such defective part or parts for the Company's inspection.

4. All patterns and drawings which it shall be necessary for the Company to make for the purpose of manufacturing the said engines shall be paid for by the Purchasers in addition to the above mentioned purchase price and shall remain and be the property of the purchasers and the Company agree not to make any use whatever of the same except for the purpose of performing their part of this Agreement. The purchasers shall and will from time to time indemnify the Company from and against all Claims and demands which may arise owing to the Company having manufactured such engines in accordance with the said designs for the Purchasers.

The Company shall make and the Purchasers shall accept delivery of the said engines at the premises of the Company Adderley Park Birmingham or Crayford Kent.

6. The Purchasers are purchasing the said engines from the Company for the purposes of re-sale and time is of the essence of this Agreement, and the Company agree (subject as hereinafter provided) to pay to the Purchasers the sum of Two pounds (£2) per engine per week as liquidated damages for every completed week after the lapse of the dates fixed for delivery during which each such engine shall remain uncompleted or undelivered after the date or dates fixed for delivery but so nevertheless that any delay in delivery of the said engines or any of them shall not expose the Company to any claim for the payment of such sum by way of damages as aforesaid or of any other claim in consequence of such delay if and in so far as such delay shall arise by reason of any strike lockout or combination of workmen or cessation or restriction of work by workmen whether the workmen of the Company or of any other person firm or Company where such strike lockout or cessation or restriction of work has the effect of stopping restricting or delaying the supply of material to the Company or otherwise impeding or delaying them in the progress and completion of the work or from accidents or from any cause whatever not within the control of the Company.
7. If any dispute or difference shall arise between the Company and the Purchasers as to the quality of the materials ^{used} or the work done in the construction of the said engines or as to any delay in the final completion or delivery of the same ^{or} as to the interpretation of this agreement it shall be referred to an Arbitrator to be mutually agreed upon or in case the Company and the Purchasers cannot agree then to an Arbitrator to be appointed by the President of the Institute of Civil Engineers such reference to be in accordance with the provisions of the Arbitration Act 1889 ^{and} any statutory modification thereof.

8. If at any time during the continuance of this Agreement the Purchasers shall be desirous of purchasing from the Company further similar petrol motor engines in addition to those provided for by Clause 1 of this Agreement and shall give to the Company four calendar months notice in writing of such their desire such notice to expire on or before the thirty first December One thousand nine hundred and six the Company hereby agree to manufacture and sell such additional engines as the Purchasers may require not exceeding six hundred and fifty two for delivery in the year One thousand nine hundred and seven by equal weekly deliveries of not less than twelve and all the terms and conditions of this Agreement including price material and workmanship shall except as to dates of delivery be applicable to the manufacture of such additional engines.

9. AND the Company hereby agree that if and so long as the Purchasers shall purchase from the Company not less than One hundred petrol motor engines per annum the Company will not manufacture petrol motor engines of the same design as is hereby provided for either for themselves or for any other person or persons and will use their best endeavours to further the interest of the purchasers in every way so far as the manufacture of motor engines of the design hereby provided for is concerned.

IN WITNESS whereof the Companies parties hereto have hereunto caused their respective Common Seals to be affixed the day and year first above written.

The Common Seal of The
Wolseley Tool and Motor
Car Company Limited was
hereunto affixed in the
presence of

Douglas Vickers
Stuart Pleydell Bouverie
R.R. Brown

Douglas Vickers
Stuart Pleydell Bouverie

AGREEMENT made the day of during the

One thousand nine hundred and six BETWEEN
THE WOLSELEY TOOL AND MOTOR CAR COMPANY LIMITED of
Adderley Park Birmingham (hereinafter called "the Company")
of the one part and SIDNEY STRAKER AND SQUIRE LIMITED of
Nelson Square Blackfriars in the County of London (hereinafter
called "the Purchasers") of the other part WHEREBY IT IS

MUTUALLY AGREED by and between the parties hereto as
follows: videlicet:-

1. THE Company shall make and sell and the Purchasers shall purchase from the Company Five Hundred and Three Petrol Motor Engines having cylinders 105 x 130 m/m to be constructed in accordance with the drawings and specifications which have been agreed upon by the parties hereto and signed by them or on their behalf and which have been or shall be delivered as follows videlicet not less than Twenty Four during the months of November and December One Thousand Nine Hundred and Five not less than Thirty Nine in equal weekly deliveries during the months of January February and March One thousand nine hundred and six not less than Seventy eight in equal weekly deliveries during the months of April May and June One thousand nine hundred and Six and Three Hundred and Forty Two in equal weekly deliveries of not less than Twelve during the months of July August September October November and december One Thousand Nine Hundred and Six and Twenty during the first two weeks of January One Thousand Nine Hundred and Seven making a total of Four Hundred and Eighty Three petrol motor engines to be delivered during the year One Thousand Nine Hundred and Six and Twenty Engines to be delivered in January One Thousand Nine Hundred and Seven.
2. The agreed purchase price for each petrol motor engine having cylinders 105 x 130 m/m complete but without a set of duplicate parts shall be One Hundred and Forty Five Pounds to be paid to the Company one month after delivery of the same to the purchasers as hereinafter provided for PROVIDED

ALWAYS that should the Purchasers at any time during the continuance of this Contract desire to purchase petrol motor engines of a larger size videlicet Five inches by Five and one eighth inches in lieu of those or any of those hereby agreed to be sold and not then in course of construction^d any of such desire shall give four calendar months written notice to the Company then the Company will make and sell to the purchasers Engines of a larger size at an increased price to be previously agreed upon such price in case of difference to be the current price for the time being charged by the firms of "Aster" or "De Dion" for engines of a similar size ^{and} or type.

3. The Company hereby guarantee that all parts of the said engines shall be of the best material and workmanship and so constructed that all the parts of the several engines to be manufactured under this agreement shall be of a uniform pattern and interchangeable and that as far as practicable any parts will fit any engine of a similar make and size without adjustment or fitting In the event of any part or parts breaking or showing defect due to defective workmanship or material within three calendar months after the delivery thereof to the purchasers the Company shall at their own expense replace such defective part or parts provided the purchasers on request produce such defective part or parts for the Company's inspection.
4. All patterns and drawings which it shall be necessary for the Company to make for the purpose of manufacturing the said engines shall be paid for by the Purchasers in addition to the above mentioned purchase price and shall remain and be the property of the purchasers and the Company agree not to make any use whatever of the same except for the purpose of performing their part of this Agreement. The purchasers shall and will from time to time indemnify the Company from and against all Claims and demands which may arise owing to the Company having manufactured such engines in accordance with the said designs for the Purchasers.

5. The Company shall make and the Purchasers shall accept delivery of the said engines at the premises of the Company Adderley Park Birmingham or Crayford Kent.
6. The Purchasers are purchasing the said engines from the Company for the purposes of re-sale and time is of the essence of this Agreement, and the Company agree (subject as hereinafter provided) to pay to the Purchasers the sum of Two pounds (£2) per engine per week as liquidated damages for every completed week after the lapse of the dates fixed for delivery during which each such engine shall remain uncompleted or undelivered after the date or dates fixed for delivery but so nevertheless that any delay in delivery of the said engines or any of them shall not expose the Company to any claim for the payment of such sum by way of damage as aforesaid or of any other claim in consequence of such delay if and in so far as such delay shall arise by reason of any strike lockout or combination of workmen or cessation or restriction of work by workmen whether the workmen of the Company or of any other person firm or Company where such strike lockout or cessation or restriction of work has the effect of stopping restricting or delaying the supply of material to the Company or otherwise impeding or delaying them in the progress and completion of the work or from accidents or from any cause whatever not within the control of the Company.
7. If any dispute or difference shall arise between the Company and the Purchasers as to the quality of the materials or the work done in the construction of the said engines or as to any delay in the final completion or delivery of the same^{as} as to the interpretation of this agreement it shall be referred to an Arbitrator to be mutually agreed upon or in case the Company and the Purchasers cannot agree then to an Arbitrator to be appointed by the President of the Institute of Civil Engineers such reference to be in accordance with the provisions of the Arbitration Act 1889^{and} any statutory modification thereof.

8. If at any time during the continuance of this Agreement the Purchasers shall be desirous of purchasing from the Company further similar petrol motor engines in addition to those provided for by Clause 1 of this Agreement and shall give to the Company four calendar months notice in writing of such their desire such notice to expire on or before the thirty first December One thousand nine hundred and six the Company hereby agree to manufacture and sell such additional engines as the Purchasers may require not exceeding six hundred and fifty two for delivery in the year One thousand nine hundred and seven by equal weekly deliveries of not less than twelve and all the terms and conditions of this Agreement including price material and workmanship shall except as to dates of delivery be applicable to the
9. manufacture of such additional engines.
9. AND the Company hereby agree that if and so long as the Purchasers shall purchase from the Company not less than One hundred petrol motor engines per annum the Company will not manufacture petrol motor engines of the same design as is hereby provided for either for themselves or for any other person or persons and will use their best endeavours to further the interest of the purchasers in every way so far as the manufacture of motor engines of the design hereby provided for is concerned.

IN WITNESS whereof the Companies parties hereto have hereunto caused their respective Common Seals to be affixed the day and year first above written.

The Common Seal of The
Wolseley Tool and Motor
Car Company Limited was
hereunto affixed in the
presence of

Douglas Vickers
Stuart Pleydell Bouverie
R.R. Brown

Stuart Pleydell Bouverie

R.R. Brown

Dated 2nd May 1906

The Wolseley Tool & Motor
Car Company Limited.

-----and-----

Sidney Straker & Squire
Limited -----

Copy

AGREEMENT

----- for -----

manufacture of Petrol
Motor Engines.

COPY

AGREEMENT made the twenty-first day of May, One Thousand nine hundred and six BETWEEN THE WOLSELEY TOOL & MOTOR CAR COMPANY LIMITED of Adderley Park, Birmingham "hereinafter called" the Company" of the one part and SIDNEY STRAKER and SQUIRE LIMITED of Nelson Square Blackfriars in the County of London "hereinafter called" the Purchasers" of the other part

WHEREBY it is mutually agreed by and between the parties hereto as follows, namely:-

1. THE Company shall make and sell and the Purchasers shall purchase from the Company Five hundred and three Petrol Motor Engines having cylinders 105 by 130 millemetres to be constructed in accordance with the drawings and specifications which have been agreed upon by the parties hereto and signed by them or on their behalf and which have been or shall be delivered as follows, viz:- Not less than 24 during the Months of November and December One thousand nine hundred and five, not less than thirty nine in equal weekly deliveries during the months of January February and March One thousand nine hundred and six; not less than seventy eight in equal weekly deliveries during the months of April May and June One thousand nine hundred and six, and three hundred and forty two in equal weekly deliveries of not less than twelve during the months of July August September October November and December One thousand nine hundred and six and twenty during the first two weeks of January One thousand nine hundred and seven making a total of four hundred and eighty three petrol Motor engines to be delivered during the year One thousand nine hundred and six and twenty engines to be delivered in January One thousand nine hundred and seven.
2. THE agreed purchase price for each petrol motor engine having cylinder 105 by 130 millemetres complete but without a set of duplicate parts shall be One hundred and forty five pounds to be paid to the Company one month after delivery of the same to the Purchasers as hereinafter provided for PROVIDED ALWAYS that should the Purchasers at any time during the continuance of

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this contract desire to purchase petrol motor engines of a larger size, viz:- five inches by five and one eighth inches in lieu of those or any of those hereby agreed to be sold and not then in course of construction and of such desire shall give four calendar months written notice to the Company then the Company will make and sell to the purchasers engines of the larger size at an increased price to be previously agreed upon such price in case of difference to be the current price for the time being charged by the firms of Aster or DeDion for engines of a similar size and type.

3. THE Company hereby guarantee that all parts of the said Engines shall be of the best material and workmanship and so constructed that all the parts of the several engines to be manufactured under this Agreement shall be of a uniform pattern and interchangeable and that as far as practicable any part will fit any engine of a similar make and size without adjustment or fitting. In the event of any part or parts breaking or showing defect due to defective workmanship or material within three calendar months after the delivery thereof to the Purchasers the Company shall at their own expense replace such defective part or parts provided the Purchasers on request produce such defective part or parts for the Company's inspection.

4. ALL patterns and drawings which it shall be necessary for the Company to make for the purpose of manufacturing the said engines shall be paid for by the Purchasers in addition to the above mentioned purchase price and shall remain and be the property of the Purchasers and the Company agree not to make any use whatever of the same except for the purpose of performing their part of this Agreement. The Purchasers shall and will from time to time indemnify the Company from and against all claims and demands which may arise owing to the Company having manufactured such Engines in accordance with the said designs for the Purchasers.

5. THE Company shall make and the Purchasers shall accept delivery of the said engines at the premises of the Company Adderley Park Birmingham or Crayford Kent.

6. THE Purchasers are purchasing the said engines from the Company for the purposes of resale and time is of the essence of this Agreement And the Company agree (subject as hereinafter provided) to pay to the purchasers the sum of Two pounds (£2) per engine per week as liquidated damages for every completed week after the lapse of the dates fixed for delivery during which each such engine shall remain uncompleted or undelivered after the date or dates fixed for the delivery but so nevertheless that any delay in delivery of the said engines or any of them shall not expose the Company to any claim for the payment of such sum by way of damages as aforesaid or of any other claim in consequence of such delay if and in so far as such delay shall arise by reason of any strike lockout or combination ~~by workmen whether the workmen of the Company or of any other person firm or Company~~ where such strike lockout or cessation or restriction of work of workmen or cessation or restriction of work has the effect of stopping restricting or delaying the supply of material to the Company or otherwise impeding or delaying them in the progress and completion of the work or from accident or from any cause whatever not within the control of the Company.

7. IF any dispute or difference shall arise between the Company and the Purchasers as to the quality of the materials used or the work done in the construction of the said engines or as to any delay in the final completion or delivery of the same or as to the interpretation of this Agreement it shall be referred to an Arbitrator to be mutually agreed upon or in case the Company and the Purchasers cannot agree then to an Arbitrator to be appointed by the President of the Institute of Civil Engineers such reference to be in accordance with the provisions of the Arbitration Act 1889 and any Statutory modification thereof.

8. IF at any time during the continuance of this Agreement the Purchasers shall be desirous of purchasing from the Company further similar Petrol Motor Engines in addition to those provided for by Clause 1 of this Agreement and shall give to the Company four Calendar months notice in writing of such their desire such notice to expire on or before the thirty-first December One thousand

OT THE VEHICLE
COMBUSTION
THE ENGINEER

nine hundred and six the Company hereby agree to manufacture and sell such additional engines as the Purchasers may require not exceeding six hundred and fifty-two for delivery in the year One thousand nine hundred and seven by weekly deliveries of not less than twelve and all the terms and conditions of this Agreement including price material and workmanship shall except as to dates of delivery be applicable to the manufacture of such additional engines.

9. AND the Company hereby agree that if and so long as the Purchasers shall purchase from the Company not less than one hundred petrol motor engines per annum the Company will not manufacture petrol motor engines of the same design as is hereby provided for either for themselves or for any other person or persons and will use their best endeavours to further the interests of the Purchasers in every way so far as the manufacture of motor engines of the design hereby provided for is concerned. IN WITNESS whereof the Companies parties hereto

have hereunto caused their respective Common Seals to be affixed the day and year first above written etc., etc.,

WITNESSES

OF THE

WITNESSES

WITNESSES

WITNESSES

Dated 21st. May, 1906.

The Wolseley Tool & Motor
Car Company Limited

--- and ---

Sidney Straker & Squire
Limited -----

Copies

Supplementary
AGREEMENT

----- for -----

manufacture of Petrol

Motor engines.

AGREEMENT made the twenty first day of May One thousand nine hundred and six BETWEEN THE WOLSELEY TOOL & MOTOR CAR COMPANY LIMITED of Adderley Park Birmingham (hereinafter called "the Company") of the one part and SIDNEY STRAKER & SQUIRE LIMITED of Nelson Square Blackfriars in the County of London (hereinafter called "the Purchasers") of the other part WHEREAS this agreement is intended to be supplemental to an Agreement (hereinafter referred to as "The Principal Agreement") of even date herewith and made between the same parties ^{as are parties} hereto whereby the Company has agreed to make and sell and the Purchasers to purchase a large number of Petrol Motor Engines for motor omnibuses upon the terms herein mentioned.

AND WHEREAS for the purposes of complying with and carrying out their part of the Principal Agreement it may be necessary that the Company should erect and fit up a quantity of expensive plant and machinery and incur considerable costs in otherwise preparing to fulfill such agreement AND WHEREAS it was one of the terms upon which the Company entered into the Principal Agreement that the parties should enter into such further Agreement as is hereinafter contained NOW IT IS hereby agreed as follows:-

If and so long as the Company shall from time to time duly and punctually make and deliver to the Purchasers all the petrol motor engines to be delivered by the Company under the Principal Agreement during the year One thousand nine hundred and ~~XXXXXX~~ six and also all such further engines (if any) as the Company may be required to deliver under the Principal Agreement during the year One thousand nine hundred and seven and if and so long as during the period from the end of the year One thousand nine hundred and seven until the expiration of five years from the date hereof the Company shall be able ready and willing to make and deliver at the prices hereinafter mentioned and shall make and deliver to the purchasers all such petrol Motor engines for omnibuses as the Purchasers shall as hereinafter provided require and shall order whether such engines are to be constructed in accordance with the drawings and specifications

referred to in the Principal Agreement or of any other designs which the parties hereto or either of them shall having regard to any existing patent rights or other exclusive rights or privileges be entitled to make and use then and in such case the Company during the period of five years from the date hereof or during such part of such period as the Company shall make and deliver to the Purchasers such engines as aforesaid shall (subject to the qualifications hereinafter mentioned) have the sole right of manufacturing all petrol motor engines for omnibuses to be used or sold by the Purchasers of whatever design the same may be and the Purchasers shall not and will not subject as hereinafter mentioned during the period aforesaid either for themselves or for any authority corporation firm or person manufacture or cause to be manufactured any petrol motor engine for omnibuses (of any design whatever) or order or obtain the same from any manufacturer other than the Company.

2. THE Company shall during the period from the end of One thousand nine hundred and seven until the expiration of five years from the date hereof manufacture for and sell to the Purchasers all such petrol Motor engines for omnibuses of a design and size hitherto supplied by the Company not exceeding One thousand during each year as the Purchasers shall desire to purchase provided they shall at least four calendar months prior to the date when the first delivery of engines shall be required give to the Company written orders with full particulars of the type and number of engines required for delivery by equal monthly deliveries during the six Calendar months succeeding the date of the expiration of such period of four calendar months but so nevertheless that no order shall be for less than One hundred engines and that the Purchasers shall have the option if they think fit of postponing the taking of delivery of any engines comprised in such orders up to but not exceeding one half of the total number specified in each order for two calendar months after the expiration of such period of six calendar Months such engines shall be sold and paid for at such prices as shall correspond in all respects

with the lowest current prices at the time of the order of such engines in each case respectively charged by the firms of "Aster" and "De Dion" or either of such firms to wholesale customers for engines of a similar size and type to those so ordered by the Purchasers if those firms or either of them shall at the time of the order in question be carrying on the business of manufacturing similar petrol motor engines or if not then at such prices as may be agreed between the parties and so that in all other respects the provisions contained in Clauses 2, 3, 4, 5, and 6 of the Principal Agreement shall so far as the same may be applicable and with all necessary adjustments apply to the engines to be supplied under this Agreement.

3. THE Purchasers shall not be prevented by anything herein contained from carrying out certain orders already given by them for motor omnibus chassis to the firm of H. Bussing of Brunswick or from purchasing or dealing in or with any other chassis manufactured by such firm it being the intention of the parties that the Purchasers may during the period aforesaid acquire petrol motor engines from any firm of manufacturers who have no place of business or agency in the United Kingdom where such engines form part of motor chassis manufactured by the said firm of H. Bussing.

4. IF the Purchasers shall at any time during the period aforesaid desire to acquire petrol motor engines for omnibuses of a design or type which the Company shall be unable or unwilling to manufacture and for this purpose it shall be assumed that the Company is so unable or unwilling if after having received notice in writing from the purchasers of their desire that such engines shall be manufactured for them with the new drawings and specifications of the engines so required, the Company shall not within seven days from the receipt of such notice express their ability and willingness to manufacture the same, then and in every such case the purchasers shall be at liberty to purchase or acquire any of such Engines from any other person or firm willing to manufacture the same.

5. IF any dispute or difference shall arise between the Company and the Purchasers as to whether the Company is willing

to make and deliver to the Purchasers engines in accordance with the conditions above mentioned in clause 1 or as to whether the Company shall have duly delivered engines in compliance with the orders of the Purchasers to the Company for any engines having regard to the stipulations in that behalf herein contained or otherwise as to the terms upon which or the times within which any such engines are to be manufactured or delivered then and in every such case such dispute or *- mutually agreed upon between the parties or in case the Purchasers cannot agree then to an Arbitrator to be -* difference shall be referred to an Arbitrator to be appointed by the President of the Institute of Civil Engineers and so that such reference shall be conducted in all respects in accordance with the provisions of the Arbitration Act One thousand eight thousand and eighty nine or any Statutory modification thereof IN WITNESS whereof the Companies parties hereto have hereunto caused their respective Common Seals to be affixed the day and year first above written. etc. etc.