



This Indenture made the eighteenth day of May One thousand eight hundred and sixty one Between Arthur Russell Eisdell of Reading in the County of Berks Miller and Mealman of the one part and Samuel Martin Soudy of Little Brasted Mills in the County of Essex Miller and Mealman of the other part Whereas the said Arthur Russell Eisdell has for several years past carried on business as a Miller and Mealman at "The Abbey Mills" in Reading aforesaid the lease or agreement for a lease of which Mills belongs to him And the said Arthur Russell Eisdell and Samuel Martin Soudy have now mutually agreed to become and be Partners in the said business for the period and upon the terms and conditions hereinafter expressed And whereas by Articles of Agreement dated and entered into the twenty third day of June One thousand eight hundred and fifty five made between Richard Buncombe Joshua Harcombe Esq and Timothy Lorkin Walford of the first part the said Richard Buncombe with Edward Buncombe and Octavius Buncombe of the second part and William Power of the third part the parties thereto of the first part with the assent of the parties of the second part agreed to grant and execute unto the said William Power his executors administrators and assigns a Lease of All that messuage or dwelling house garden and premises and And all that Water born Mill called "The Abbey Mills" situate at Reading aforesaid with the Wheels tackle

Deed of Partnership between Messrs Eisdell and Soundy

Indenture made 18 May 1861 between Arthur Russell Eisdell of Reading, Berks, miller and mealman, and Samuel Martin Soundy of Little Braxted Mills, Essex, miller and mealman.

Eisdell has for several years carried on business at The Abbey Mills, Reading, for which he holds the lease. Eisdell and Soundy now becoming partners in this business.

By an agreement dated 23 June 1855, Richard Buncombe, Joshua Harcombe Cuff and Timothy Lorkin Walford; with assent of Richard Buncombe, Edward Buncombe and Octavius Buncombe; granted to William Power a lease of the house, garden, premises, water corn mill "The Abbey Mills" with wheels, tackle and appurtenances, and the fixtures mentioned in the second schedule (copied below). The term of lease was from the 24 June 1855 for 21 years, determinable at the end of the first seven or 14 years by either party. The yearly rent was £250, payable quarterly, clear of all taxes and deductions except land and property tax, but subject to certain agreements. These included that Power would keep the premises in good repair; except the main walls, main timbers, roofs, floors, the permanent work in the brook, the foundations of the mill and the landlord's tackle and fixtures, which the lessors would keep in repair. There was also an agreement that if the fixtures contained in the second inventory (copied below) should at the end of the term of lease be valued at more than £478 the lessors should pay the difference to the lessee, and if valued at less the lessee should pay the difference to the lessors.

By another agreement dated 30 October 1856 between William Power and Arthur Russell Eisdell, the benefit of the previous agreement, and the mill and premises, became the property of Eisdell for the remainder of the term of lease, and Power sold to Eisdell all other machinery and utensils in the mill except the sacks.

Eisdell and Soundy have agreed that the value of Eisdell's interest in the lease, and the trade fixtures and utensils in the mill (except sacks), and the goodwill of Eisdell's business, should be considered to be £1000. Eisdell's capital account in the books of his new partnership with Soundy will be credited with this sum.

Now Eisdell and Soundy covenant with each other as follows:

1. Eisdell and Soundy to become partners in the business from 9 May 1861 for 15 years.
2. The partnership to be called "Eisdell and Soundy" and the business carried on at Abbey Mills or any other place the partners mutually agree on.
3. They will value the mill and premises (except the trade fixtures and utensils already valued at £1000), and the sacks, and the book debts due to Eisdell. The amount of these valuations, together with Eisdell's credit at his bankers on 9 May, with the £1000 already mentioned, to be carried to Eisdell's credit in the capital account of the partnership and to be considered as Eisdell's capital in the partnership, reduced by any sums the partnership pays in liquidating any debt due from Eisdell.
4. The partnership to pay any debts Eisdell owes relating to the business as of 9 May. A list of these debts to be prepared and signed by Eisdell and Soundy, and as these are paid by the partnership the amount to be carried as between the partners to the debt of Eisdell in his capital account. Every debt not specified in the list to be charged to Eisdell's separate capital account.
5. Soundy to pay between £1000 and £1500 (amount to be agreed on), by 1 November 1861, to be carried to Soundy's credit in the capital account of the partnership and considered as the separate

capital of Soundy. The benefit of the lease and all stock, fixtures, credits and effects of Eisdell in the business to then become the property of the partnership.

6. Each partner to be a creditor of the partnership and be allowed 7% interest per annum. Either partner, with the consent in writing of the other, may bring any additional capital into the business, and withdraw it again later by giving six months' notice in writing to the other. Such additional capital to be entered to that partner's credit in the capital account of the partnership, and that partner to be entitled to interest on it.

7. Eisdell and Soundy from 9 May to observe the agreements in the lease and pay the rent out of the funds of the partnership. The remainder of the term of lease to become property of the partnership. The partnership to pay Eisdell £10 for the rent of stabling the firm's horses at his private house.

8. Soundy and his family to occupy the house at Abbey Mills, at the yearly rent of £30 paid to the partnership.

9. The profits, after deducting rent and tax (including the stable rent payable to Eisdell and all wages, costs, charges and expenses), and after paying interest on the capital of each partner, to be divided between the partners equally. The losses also to be born equally unless caused by the wilful neglect of either partner, in which case that partner to make good the loss.

10. Eisdell may draw out of the partnership up to £30 a month for his own use. Soundy may draw up to £15. Such a sum to be accounted for on every annual division of profits.

11. The cash account of the firm to be balanced every week, and the balance of cash in hand to be paid to the bankers of the firm. Cash to be drawn out only by cheques signed by one of the partners.

12. Account books to be kept at the firm's counting house.

13. Yearly account to be made after 29 March and not afterwards called into question unless an error of more than £20 is found within six months. On making up the account the last year's profits to be divided equally between the partners, after allowing for the interest payable to each partner.

14. The partners to be true and just to each other in all their dealings and diligently and faithfully employ themselves in managing the business. Neither partner to transact business, enter into a contract, give credit or lend money after the other requests him not to. Neither without the other's consent to release any debt due to the partnership. Neither without the other's consent to become surety for any person, draw or accept any bill of exchange or promissory note or contract any debt except in the usual course of business. Neither to assign his share in the partnership or withdraw his share of the capital or carry on separately or with anyone else the business of a miller, mealman or flour factor, or do anything which will cause the partnership money or effects to be seized or otherwise prejudicially affected.

15. If either partner wilfully neglects to attend to the business or keep proper accounts, or enters into contracts, makes advances or gives credit to any person after requested not to by the other, or if either without the other's consent releases any debt, or accepts any bill or note in the name of the firm, or contracts any debt on account of the firm except in the usual course of business, or becomes surety for any person, or assigns his share in the partnership, or withdraws his capital, or if either carries on separately or with anyone else the business of miller, mealman or flour factor, or becomes bankrupt or insolvent, or suffers his body to remain in execution for more than a month, or does anything to cause partnership monies to be seized, then the other partner may dissolve the partnership by giving notice in writing, and three months after this the partnership will determine in

the same manner as if the whole partnership term had expired. The party giving notice may insert a notice of dissolution in the *London Gazette*.

16. If either partner dies, within six months the other to deliver to the deceased's representatives a full statement of the accounts and all matters relating to the partnership. If the surviving partner wishes to purchase the deceased's share, the value of the share to be ascertained by two persons, one chosen by the surviving partner and the other by the deceased's representatives. The surviving partner to then purchase the deceased's share for this amount, to be paid to the deceased's representatives in three equal instalments, six, 12 and 18 months after the other's death, with 5% per annum interest from the time of the other's death. Also a bond indemnifying the deceased's estate against all the partnership's debts and a proper assignment to be executed for the deceased's share in the partnership to be vested in the surviving partner. If the surviving partner declines to purchase the deceased's share, the deceased's executors or any person appointed in the deceased's will to succeed him in the co-partnership may carry on the business with the surviving partner, or close the partnership, or make other arrangements to be agreed with the surviving partner. If the deceased's executors or appointed successor wish to end the partnership before the end of the term, they are to give the surviving partner six months' notice in writing, after which the partnership is to cease.

17. When the partnership term expires or if the partnership is otherwise dissolved during both partners lifetimes the partners to value the partnership affairs and property and after liquidation of debts divide the credits, property and effects between them according to their interests.

18. If the partnership is dissolved by notice as provided in (15), the partner giving notice to have the option of purchasing the other partner's share on the same terms as the surviving partner would have on the decease of the other, but if he declines then the partnership to be wound up on the same terms as in the event of the death of either partner.

19. If a dispute arises between the partners, or the surviving partner and the executors of the deceased partner, either on the construction of the terms of the deed or respecting the accounts of the business, it is to be referred to two arbitrators, one nominated by each party. If one party refuses to name an arbitrator for 14 days, the other party's arbitrator to nominate another arbitrator, and the two arbitrators to nominate an umpire. The arbitrators or umpire to make award within three months. The arbitrators or umpire to have power to examine the partners and their witnesses, and any documents necessary, and to have any valuations made. The award of the arbitrators or umpire to be final and conclusive. Any reference to arbitrators to be made a rule of any of Her Majesty's Superior Courts at Westminster.

The schedule

Stone Floor:

Three pairs of four feet french stones with hoops, horses, hoppers, feeders and bins, three iron neck boxes and brasses with brass tackles and plates, three conic spindles and three pinions on ditto with step brasses as fixed.

Dressing Floor:

One flour dressing machine with wheels, spindle, brushes, case drum, strap and carriages complete as fixed, iron lay shaft, drum on ditto, iron pinion with carriages and brasses as fixed, all

the corn bins and hoppers as fixed in and on the floors, two bolting mills with spindles, drum, shafting and wheels as fixed, iron mortice and tooth wheels, various out of use and sundry iron.

House side Stone Floor:

Five pairs of four feet french stones, with hoops, horses, hoppers, feeders, bins and shutes and all the feed bins over ditto in and on the Floor, exhaust fan and boxes with all the shutes to ditto, five conic spindles, five iron pinions on ditto with step brasses, five iron neck boxes and brasses, and five brass tackles and plates to ditto, in all eight pairs of stones, one iron prover, and case to ditto, iron pinions in crown wheels and shafting, carriages and brasses to ditto as fixed with drum and pulleys to ditto.

Bottom Floor:

Seven meal troughs with spouts to all, iron beam and scales weighing machine and weights to all, office desk and office as fixed.

On the premises:

Cart and harness, three new runner stones, shutting tackle at the mill head, two bins and chaff cutter, one wrought staple to lift water wheel.

Signed in the presence of William Slocombe, solicitor, Reading

Arthur R Eisdell

S M Soundy