

Printed 1<sup>st</sup> November 1929

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Mr Joseph Gulbo

and

Mr David Brown

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Deed of Dissolution

of  
Partnership

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Gulbo & Brown  
Cambridge

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PRESENTED  
5 NOV 1929  
No. 17873

# This Deed



made the first day of November One thousand nine hundred and twenty nine ~~Between~~ Joseph Gibbs of N° 23 Eastgate Street Cowbridge in the County of Glamorgan of the one part and David Brown of N° 83 Eastgate Street Cowbridge aforesaid of the other part Whereas

1. Under a Deed dated the first day of January One thousand eight hundred and ninety seven and made between the parties hereto in the Order in which they are named the said parties hereto for many years carried on in partnership together the Business of Printers under the Style or Firm of Gibbs & Brown down to the ninth day of October One thousand nine hundred and twenty nine on which last mentioned date it was agreed that the said Partnership should be determined on the terms that the said Joseph Gibbs should receive the sum of One thousand and twenty five pounds in respect of his share in the said business and the Capital Stock Effects and Goodwill thereof and should withdraw from the said business leaving the same to be carried on by the said David Brown for his own benefit or otherwise as he might think proper.

2. The premises situate at and known as N° 64 Eastgate Street Cowbridge aforesaid where the said business has been carried on are the Joint Property of the parties hereto and have been held for the purposes of the said business and for the purpose of effectuating the Dissolution hereby intended the said Joseph Gibbs has agreed to execute a Conveyance and Release in respect of his Share in the said Property.

3. Valuations to the mutual satisfaction of the parties hereto have been made of all the Property Assets Credits and Effects of the said business and the Goodwill thereof and it appears therefrom that the sum of One thousand and twenty five pounds is the value of the share of the said Joseph Gibbs to which value the said Joseph Gibbs and the said David Brown hereby assent.

4. It has been agreed between the parties hereto that the said David Brown shall have full power to collect get in and receive for his own use and benefit all credits due to the said Partnership as on the ninth day of October One thousand nine hundred and twenty nine.

Now this Deed witnesseth as follows:-

In pursuance of the said Agreements and in consideration of the premises they the said Joseph Gibbs and David Brown hereby

- dissolve the Partnership heretofore subsisting between them in the said business of Printers as aforesaid and Notice of such Dissolution and of the intended continuance of the said Business of the said David Brown shall be forthwith advertised in the London Gazette and notified to the Customers of the said Partnership
- 2 The said Joseph Gibbs hereby releases the said David Brown and the said David Brown hereby releases the said Joseph Gibbs from all actions accounts claims and demands in relation to the said Partnership hereby dissolved and from all clauses covenants agreements matters and things in the said recited Deed of Partnership contained.
  - 3 In further pursuance of the said Agreements and in consideration of the sum of One thousand and twenty five pounds to the said Joseph Gibbs paid by the said David Brown on or before the execution of this Deed (the receipt of which sum the said Joseph Gibbs hereby acknowledges) and of the Covenants Declarations and Agreements on the part of the said David Brown hereinafter contained the said Joseph Gibbs as Beneficial Owner hereby assigns and releases unto the said David Brown  $\frac{1}{2}$  the half part or share and all other (if any) his share and interest of and in the said business of the said Partnership hereby dissolved and the Property Capital Assets Credits Stock in trade and other personal chattels and effects and Goodwill thereof
  - 4 In order the better to enable the said David Brown to get in and receive the Partnership Estate Effects and Premises hereby assigned and also the said credits and effects the said Joseph Gibbs hereby irrevocably appoints the said David Brown his true and lawful Attorney in his name to ask demand sue recover and receive and to sign and give full and effectual receipts and discharges for all and singular the debts estate and effects of or due or owing or in anywise belonging to the said Partnership hereby dissolved or any part thereof in as full ample and beneficial a manner to all intents and purposes as they the said Joseph Gibbs and David Brown might or could jointly have done in case the said Partnership had been still subsisting
  - 5 The said David Brown hereby covenants with the said Joseph Gibbs that he the said David Brown will duly pay and satisfy or cause to be paid and satisfied all debts and liabilities of the said Partnership hereby dissolved except only such (if any) debts and liabilities as may at any time or times have been contracted by the said Joseph Gibbs and have not been recorded in the

Partnership Accounts. And further will from time to time and at all times hereafter effectually indemnify and keep indemnified the said Joseph Gibbs his Personal Representatives Estate and Effects from the said debts and liabilities and from all actions proceedings costs and demands in respect thereof

6 The said Joseph Gibbs hereby covenants with the said David Brown that he the said Joseph Gibbs will not for the period of Ten years from the date of this Deed either alone or in Partnership with any other person or persons and whether on his own account or as Agent for or on behalf of any other person or persons or otherwise howsoever carry on or engage or be concerned either directly or indirectly in the business of a Printer at Cowbridge aforesaid or within a radius of seven miles thereof

7 Each Party shall sign execute and do such Documents Deeds and things as the other party shall reasonably require for completely effectuating the provisions hereof

Witness whereof the parties hereto have hereunto set their hands and seals the day and year first before written

Signed Sealed and Delivered  
by the said Joseph Gibbs and  
David Brown in the presence of

Arthur W. Surp  
Solicitor  
Cowbridge

Joseph Gibbs

David Brown



Brought forward

MR DAVID BROWN, Caxton House, Cowbridge

Dr to:-

MESSRS GWYN & GWYN, Solicitors, Cowbridge

1929  
August

Attendances upon you with reference to your position under the Partnership reading through Partnership Agreement and ~~advising~~ ~~advising~~ advising thereon and also conferring with you and Dr Evans on the matter

10 6

Sepr. 3

Attending you when you informed us that Mr Ross of Cardiff had seen you with reference to a valuation on behalf of Mr Gibbs and you understood it was Mr Gibbs with that the Partnership should be dissolved and that you had arranged to see Mr Gibbs but were not disposed for Mr Roes to act for you.

3 4

"

5

Attending you when you informed us that you had been Mr Gibbs and had arranged to dissolve the Partnership on 30th instant and that you had arranged with him to get the property valued by Mr Watts

3 4

"

6

Attending you when you fully reported that Mr Gibbs had changed his mind and you had been given notice that all arrangements were cancelled and that you were not to call upon Mr Gibbs again. Fully discussing the position when we arranged to again see Dr Evans on the matter.

3 4

Attending Dr Evans when he stated Mr Gibbs was quite well enough to transact business but in his opinion would never be able to return to work.

"

9

Attending you when you handed us a letter you had received from Mr Walter Gibbs asking you not to trouble his Father with business matters conferring thereon when we arranged to reply to the letter and point out all the circumstances and that the matter must be carried through; suggesting to Mr Gibbs that if he intended coming to Cowbridge on Wednesday next that he should call upon us

3 4

Writing long and special letter to Mr Walter Gibbs accordingly

5 0

Writing Mr Ross enclosing copy of this letter

3 6

Carried forward

£

1 12 4.

1,

1929

Brought forward £

1 12 1/2

Sept 12

Attending you when you handed us Valuation of the property made by Mr Watts

Writing Mr Ross therewith and with Mr Watts Account.

Writing Mr Walter Gibbs regretting that we had not seen him yesterday and suggesting that he might be home on Saturday and could call upon us

" 14

Perusing letter from Mr Gibbs suggesting a Meeting at our Office at 7 p.m., on that day.

Attending Mr Gibbs per telephone agreeing to this

Perusing letter from Mr Ross returning Mr Watts Valuation and Account and stating that he had not ordered this

Long attendance on Mr Walter Gibbs and Mr Phillips at which you later were present fully discussing the position when as no satisfactory arrangement could be arrived at it was agreed to adjourn until 6 p.m., on 30th instant and in the meantime Mr Gibbs and Mr Phillips would use their best endeavours to arrive at a Settlement

" 29

Attending Mr Walter Gibbs and Mr Phillips when they called to say that Mr Gibbs was so much better that they saw no object in a Meeting as arranged for the morrow as no doubt Mr Gibbs could himself transact business if he was left alone in peace for another few weeks. We stated that the matter could not be left in this indefinite state for a longer period and would report to you

6 8

" 30

Attending you reporting fully discussing the matter when it was arranged that we should write to Mr Walter Gibbs pointing out that the matter could not be indefinitely delayed and that unless he could suggest a way of carrying out the instructions given to Mr Ross we should have to take the matter up direct with his Father.

6 8

Writing long and special letter to Mr Walter Gibbs accordingly

3 4

Oct 2

Attending you when we reported that we had received no reply to our letter

5 0

" 3

Perusing letter from Mr Walter Gibbs stating that whatever arrangements his Father made were during a time when he was irresponsible and that any further communication should be addressed to Mr J.R.Snape, Solicitor, Maesteg

2. BCarried forward

£

2 14.

1929

Brought forward £

2 4 .

Oct 3

Attending you thereon when it was arranged that we should speak to Mr Snape and ask him to arrange a Meeting with a view to settlement of the matter

Attending Mr Snape per telephone accordingly when he informed us that he had received no instructions but would write Mr Gibbs to call upon him and would afterwards write us.

Writing Mr Walter Gibbs acknowledging his letter and stating that we considered the best course possible had been taken

6 8

" 5

Perusing letter from Messrs Walter David & Snape pointing out the instructions they had received and suggesting that we wait six weeks to see if Mr Gibbs would by this time have recovered his faculties.

Attending you thereon fully discussing the position taken up by the Solicitors when it was decided to reply stating that they had been misdirected and that the facts were not as stated and in view of the fact that their Client did not appear to have any Authority in the matter we should now have to approach Mr Gibbs direct

Writing Messrs Walter David & Snape accordingly

Attending you when it was arranged that you would see Mr Ross again and inform him that all other efforts having failed we should have to take proceedings

Attending you later when you informed us that you had seen Mr Ross and he had spoken to Mr Walter Gibbs and had arranged to come to Cowbridge and meet Mr Gibbs and his Family on 9th instant to get the matter settled

Attending you on that day but you had not seen the Parties

Postages and petty disbursements

3 4

3 6

10 6

2 6

2 6

4 1 6

1 7 2

2 6

£ 5 11 2

Add  $33\frac{1}{3}\%$  on Profit Costs

" Disbursements

rd.

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DISBURSEMENTS.

COSTS AND

MESSRS Gwyn & Gwyn's

re Dissolution of  
Partnership

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re Messrs Gibbs & Brown

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1929

MESSRS GIBBS & BROWN, Printers, Cowbridge

Dr to:-

MESSRS GWYN & GWYN, Solicitors, Cowbridge

COSTS AND DISBURSEMENTS IN RELATION  
TO DISSOLUTION OF PARTNERSHIP

1929

Oct 9	Attendance upon Mr Brown, Mr Ross and Mr Walter Gibbs with instructions to prepare and complete Agreement for Dissolution				
	Drawing and completing Agreement for signature by you			10	6
	Paid Stamp Duty	6			
	Copy Agreement for each Partner			1	4
	Drawing Dissolution of Partnership (19 fos)		1	18	0
	Fair copy			6	4
" 12	Attending Manager Barclays Bank producing Agreement for Dissolution when he requested us to obtain Mr Gibbs signature to Deposit receipt for Transfer of moneys on deposit to name of continuing Partner				
" 14	Attending Mr Gibbs taking his signature to deposit receipt and returning same to Bank Manager			6	8
" 18	Attending Mr Gibbs with Draft Dissolution reading and explaining same to him when he requested us to leave draft with him until 23rd instant			-	-
	Drawing Notice of Dissolution for London Gazette			10	6
	Attending Mr Gibbs thereon when he objected to the name of "Gibbs & Brown" continuing				
	Attending Mr Brown thereon when he pointed out that this was one of the terms of the Agreement and he asked us to refer to Mr Ross				
	Attending Mr Ross per telephone when he stated that the Agreement was for the name "Gibbs & Brown" to be carried on as Mr Gibbs was receiving an amount for Good Will				
	Writing Mr Walter Gibbs explaining and asking if he could assist in the difficulty as we did not wish to worry his Father on the matter				
	1. Carried forward			6	3
					23 4

	Brought forward	£	6	3	13	4
	Attending Mr Brown discussing this point when he stated he did not wish to press it and would alter the name of the Firm				6	6
	Fair copy Notice for London Gazette				1	4
	Drawing Statutory Declaration as to execution of Notice of Dissolution				6	8
	Fair copy				1	4
" 28	On return of Draft Deed of Dissolution from Mr Gibbs Engrossing				13	4
	Drawing and completing Conveyance of Printing Offices and premises			4	4	0
	Attending you both taking and attesting your signature of (1) Deed of Dissolution (2) Conveyance (3) Notice for London Gazette				6	8
	<i>Attending before Commissioner for Oaths making Statutory Declaration of attestation of notice for London Gazette</i> Paid Commissioners Fees		2	0	6	8
	Paid Stamp Duty on Declaration		2	6		
	Writing London Gazette with Original Notice of Dissolution for Publication and for copy Gazette				3	6
	Paid for Publication and copy		2	0	6	
	Making copy Deed of Dissolution for adjudication				6	4
	Writing Inland Revenue Authorities with Deed of Dissolution and Conveyance for stamping and adjudication				3	6
	Paid Stamp Duties:- Deed of Dissolution		10	10	0	
	" " Conveyance		1	0	0	
	Letters Postages and Petty Disbursements			5	0	
			14	0	6	10 13 6
	Add 3 3/8% on Profits Costs				3	11 2
	" Disbursements				14	0 6
					<u>£28</u>	<u>5 2</u>
			5	"	2	
			18	5	2	
			<u>£</u>	<u>33</u>	<u>16</u>	<u>4</u>

Received the sum of  
thirty three pounds six shillings  
four pence.

First Account.  
Partnership the half  
having been allowed  
you by the Court upon  
Completion



*George V. Stamp*  
With thanks