

67

SEPTEMBER

1930

ONCHAN

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CANCELLED

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RUSHEN ABBEY AND GARDENS LIMITEDFirst Debenture£5,000See
Release

1. Rushen Abbey and Gardens Limited (hereinafter called "the Company" which expression where the context so admits shall include its successors and assigns) will on the expiration of six calendar months notice in writing (or on such prior date as the principal moneys hereby secured become payable in accordance with the conditions endorsed hereon) pay to ALBERT ROWELL of "Knottfield" Woodbourne Road in the Borough of Douglas Wholesale Confectioner (he and his executors administrators and assigns or other the registered holder for the time being hereof being hereinafter referred to as "the Mortgagee") the sum of FIVE THOUSAND POUNDS.

2. The Company will in the meantime pay to the Mortgagee interest thereon at the rate of six pounds per centum per annum by half-yearly payments on the thirtieth day of June and the thirty-first day of December in each year (reducible nevertheless to and payable at the rate of Five pounds per centum per annum if paid punctually as the same becomes due or within one calendar month thereafter) the first interest being due and payable on the thirtieth day of June next for the



REGISTERED
SATURDAY
13 SEP 1930
12 10 O'CLOCK
Nº 4541

R. Johnson

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CANCELLED

12 SEP 1930

J. J. Christian
Registrar

4541

CANCELLED

portion of the year from the date hereof to such date.

3. The Company hereby grants and conveys unto the Mortgagee:-

(a) All and Singular those lands and premises with the buildings thereon erected situate in the parish of Malew and called Rushen Abbey Fruit Gardens and more particularly described in a deed of Conveyance thereof bearing date the seventeenth day of June One thousand nine hundred and five from William Christian Cubbon and wife to Philip Christian

(b) All and Singular a certain dwelling house and premises situate and being numbered "21" (twenty-one) in Auckland Terrace Windsor Road in the said Borough of Douglas and parish of Onchan

(c) All and Singular certain lands and premises adjoining the Railway Line at Ballasalla in the parish of Malew containing two acres or thereabouts and more particularly described in a deed of Conveyance thereof bearing date the twelfth day of November One thousand nine hundred and eighteen from George Drinkwater and wife to the said Philip Christian

(d) All and Singular certain lands and premises together with the mill milldam and race appertaining

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thereto situate near Rushen Abbey in the parish of Malew aforesaid and more particularly described in a deed of Conveyance thereof bearing date the twenty-fourth day of May One thousand nine hundred and thirteen from Samuel Christian Craige Trustee under a deed of Arrangement from Herbert Carran and wife to the said Philip Christian

(e) All and Singular certain lands and premises situate in the said parish of Malew together with the Hotel and buildings thereon situated and known as the Rushen Abbey Hotel and Ruins

TO HOLD the same unto the Mortgagee until repayment of the said principal sum of Five thousand pounds together with all interest costs charges and expenses hereby secured.

4. The Company hereby also charges with such payment its undertaking and all its assets goodwill properties rights and privileges whatsoever and wheresoever present and future including its uncalled capital for the time being.

5. This Debenture is issued subject to and with the benefit of the Conditions endorsed hereon which are to be deemed part of it.

IN WITNESS whereof the Company in pursuance of a



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J. Christian
Registrar

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Resolution of its Board of Directors in that behalf hath hereunto affixed its Common Seal in the presence of William Christian Cubbon and Alfred Montague Simcocks two of its Directors and hath caused these presents to be signed by the said two directors and countersigned by Harry Edwin Kneale its secretary this *tenth* day of ~~Septm~~ One thousand nine hundred and thirty.

CONDITIONS WITHIN REFERRED TO.

1. This Debenture shall be a fixed First charge (subject to a deed of Bond and Security dated the fourth day of March One thousand nine hundred and seven and passed by the said Philip Christian to George Campbell for the principal sum of One hundred and fifty pounds and secured upon the hereditaments specified in paragraph 3 (b) of this Debenture and to a deed of Bond and Security dated the twenty-fifth day of October One thousand eight hundred and ninety-eight and passed by Charles Frederick Maley and another to Charlotte Cubbon for the principal sum of Two thousand pounds and secured upon the hereditaments specified in paragraph 3 (e) of this Debenture and to a deed of Bond and Security dated the sixteenth day of March One thousand nine hundred and ten and passed by William Christian Cubbon to Alfred

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Montague Simcocks for the principal sum of Five hundred pounds and secured upon the hereditaments specified in paragraph 3 (e) of this Debenture) upon the Company's hereditaments and premises for the sum of Five thousand pounds and otherwise shall be a first floating security upon the whole of the Company's undertaking including its book debts and uncalled capital (if any) but so that the Company is not to be at liberty to create any mortgage or charge on its real or personal estate whensoever acquired in priority to or pari passu with this Debenture but the charge herein contained shall attach and become a charge upon any such real and personal estate acquired by the Company at any time during the continuance of this Debenture.

2. A Register of Debentures will be kept at the Company's Registered Office wherein there will be entered the name address and description of the registered holders of Debentures passed by the Company and particularly this Debenture and such register will at all reasonable times during business hours be open to the inspection of the Mortgagee and his legal representatives and any person authorised in writing by him or them.

3. Every transfer of this Debenture must be in



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H. Christian

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writing in the name of the registered holder or his legal representatives.

4. The principal moneys and interest hereby secured will be paid and such moneys are to be transferable without regard to any equities between the Company and the original or any intermediate holder thereof or any set off or cross claim and the receipt of the Mortgagee for the time being for such principal moneys and interest shall be a good discharge to the Company for the same.

5. The Company may at any time give notice in writing to the Mortgagee of its intention to pay off this Debenture and upon the expiration of six calendar months from such notice being given the principal moneys hereby secured and all interest and costs then due and unpaid shall become payable.

6. The Mortgagee may at any time give notice in writing that the principal moneys hereby secured are to be paid and at the expiration of six calendar months from such notice being given the principal moneys hereby secured and all interest and costs then due shall become payable.

7. That so long as any moneys shall remain on the security of these presents the Company will insure and keep insured the real and personal estate of the

CANCELLED

Company against loss or damage by fire in the sum of Five thousand Pounds at the least and in the name of the Mortgagee and in such Insurance Office or Offices as the Mortgagee may select or approve of and will duly and punctually pay all premiums and sums of money necessary for such purpose and will at any time on demand produce to the Mortgagee the policy or policies of such insurance and the receipt for every such payment and that if default shall be made in keeping the same so insured it shall be lawful for the Mortgagee to insure and keep insured all or any of the said real or personal estate as aforesaid and the Company will on demand repay to the Mortgagee every sum of money expended by the Mortgagee for that purpose and that until such repayment the same shall be a charge upon the property hereby charged.

8. The principal moneys hereby secured shall immediately become payable :-

(a) if the Company makes default for a period of one calendar month in the payment of any interest hereby secured and the Mortgagee before such interest is paid by notice in writing to the Company calls in such principal moneys

(b) if an order is made or an effective resolution



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is passed for the winding up of the Company

(c) if a Receiver of the Company's undertaking or any part thereof shall be appointed

(d) if an arrest or other process of a similar nature or an execution or any order of any court be granted or levied or be enforced upon or issued out against any of the chattels of the Company or if any execution be granted against the Company and not discharged within fourteen days after the same shall have been placed in the proper officer's hands for enforcement

(e) if default is made by the Company in the performance or observance of any covenant condition provision or obligation binding on the Company under these presents

(f) if the Company stop payment or ceases to carry on its business or threaten to cease to carry on the same.

9. The Mortgagee may at any time after any of the principal moneys hereby secured become payable appoint by writing any person or persons to be a Receiver or Receivers of the property and effects by this Debenture charged and may remunerate any such Receiver or Receivers and a Receiver or Receivers so appointed shall be deemed to be the agent of the Company and not of the Mortgagee and the Company shall be wholly responsible for his acts or defaults and for his remuneration. A Receiver so

CANCELLED

appointed shall have power :-

(a) to enter upon and take possession of collect and get in the property and effects hereby charged and for that purpose may take any proceedings in the name of the Company or otherwise.

(b) to carry on or concur in carrying on the business or any of the businesses of the Company

(c) to sell or concur in selling any of the property and effects hereby charged or which may come into the hands of the Receiver under this Debenture and to carry any such sale into effect by conveying transferring or assigning in the name and on behalf of the Company or otherwise

(d) to make any arrangement or compromise which he or they shall think expedient in the interest of the Mortgagee.

10. All moneys received by such Receiver or Receivers may be applied for the following purposes or any of them in the following or any order namely :-

(a) in discharge of all preferential claims

(b) in the purchase of any goods which in his opinion shall be required for or the payment of such salaries and other expenses as he shall think fit or incidental to the carrying on of any business of the Company

CANCELLED

(c) in the payment of his commission or other proper remuneration and costs and expenses of and incidental to this Debenture or the investment of the proceeds thereof and the sale realisation and distribution of the property and assets of the Company

(d) in discharge or payment of all rates taxes premiums or insurance repairs and outgoings whatsoever affecting or incidental to the property hereby charged or any part thereof

(e) in or towards satisfaction of this Debenture and the balance (if any) shall be paid to the Company.

11. Should any Receiver or Receivers appointed as aforesaid under this Debenture die or refuse or be unable on any account to fulfil the duties devolving upon a Receiver appointed under this Debenture the Mortgagee shall be at liberty to appoint in writing any other person or persons Receiver or Receivers in the place or stead of the person or persons so dying or becoming unwilling or incapable of acting as aforesaid and such substituted Receiver or Receivers shall have and exercise all the powers and authorities conferred upon a Receiver or Receivers appointed under this Debenture.

12. The Company will not remove any of its personal property during the continuance of the charge created by this Debenture without the consent in writing of the

CANCELLED

Mortgagee having first been obtained thereto and the Company will keep the whole of such personal property and the said hereditaments and premises in a good and sufficient state of repair.

13. The Company shall permit the Mortgagee and such person or persons as the Mortgagee shall from time to time appoint to enter into and upon the hereditaments and premises of the Company to view the state and condition thereof and of all the personal property and other effects therein or upon the same and used for the purpose of or in connection with the business of the Company.

14. The Company will at all proper times during the continuance of this Debenture apply for and endeavour to procure a renewal of the necessary licences for using and keeping open the said Rushen Abbey Hotel for the sale or consumption of all kinds of wines beers spirits and liquors and for the accommodation of customers and guests therein.

15. The Company will keep open and conduct the said Hotel in an orderly and proper manner so that the licences may not be or become liable to be forfeited suspended or endangered and so that any application for the renewal of such licences may not be refused or opposed and to use

CANCELLED

its best endeavours to preserve and maintain the business and character of the said Hotel in all respects.

16. The principal moneys and interest hereby secured will be paid at any place nominated by the Mortgagee.

17. A notice may be served by the Mortgagee or the Company upon the other of them by sending it through the post in a proper letter addressed in the case of the Mortgagee to his registered address and in the case of the Company at its registered office. Any notice served by post shall be deemed to have been served at the expiration of twenty-four hours after it is posted and in proving such service it shall be sufficient to prove that the letter containing the notice was properly addressed and put into the Post Office.

SIGNED SEALED COUNTERSIGNED
and delivered by the Company
in presence of :-

W. H. Ducken

A. B. Keale
Secretary

W. E. Cuthbert
W. H. Fincock } Directors

CANCELLED

At Douglas, Isle of Man.

12 September 1930
Byrd R. Ducker one of the subscribing
witnesses to the execution of the foregoing deed
(who is known to me) personally appeared and made
Oath on the Holy Evangelists that the Common
Seal of Rushen Abbey and Gardens
Limited was duly impressed thereon and the same
was signed by William Charles Burton and Agnes
Montague Primrose two of the Directors of such
Company and countersigned by Harry Edwin Stuel
Secretary of such Company in Deponent's presence
and in presence of the other
subscribing witness thereto

Before me

J. J. Christian.

Regt of Deeds



12 SEP 1930

REGISTRY OF
COMPANIES
ISLE-OF-MAN.

REGISTERED
12 SEP 1930

J. J. Christian.

copy Registrar

Certificate of the Registration of a mortgage or charge

I hereby certify that a mortgage charge or Rebuture
dated the tenth day of September One thousand nine
hundred thirty and created by Rushen Abbey and
Gardens Limited, for securing the sum of Five Thousand
Pounds (£5,000) was this day Registered pursuant to
s. 95 of the Companies (Consolidation) Act 1910

Given under my hand at Douglas, this twelfth
day of September One thousand nine hundred and thirty

(Sgd) J. J. Christian
Registrar of Joint Stock Companies
Isle of Man.

Registry of Deeds, Isle of Man.

13th September 1930

I certify that the foregoing Deed was this day
at the hour of 12-10 o'clock ~~apnoon~~
received by me at this office for the purpose of
being Registered and Recorded according to
Law and that the same is duly Registered
and Recorded and entered in the Requisition
Book 22 Page 351 No. 4541

J. Y. Christian.

Registrar

Registry of Deeds, 30th September 1935.
See Release from Albert Rowell to Rushen
Abbey and Gardens Limited, Dated 11th September
1935, recorded this day and entered in
September 1935 No. 68.

J. Y. Christian

Registrar

Registry of Deeds, 23rd June 1938.
See Release from Albert Rowell to Rushen Abbey
and Gardens Limited, Dated 18th June 1938
recorded this day and entered in June 1938 No. 121

J. Y. Christian

Registrar

Registry of Deeds, 13th August 1938
see Release from Albert Rowell to Rushen Abbey
and Gardens Limited, Dated 28th July 1938 recorded
this day and entered in August 1938 No. 80.

Oliver Hall

Deputy Registrar

REGISTRY OF DEEDS.

26th February 1960

CANCELLED BY VIRTUE OF THE
ANNEXED RECEIPT.

DATED 22nd February 1960

BY ME.

W. B. Bridson

Deputy Registrar

DATED 10th Sept. 1930

CANCELLED

ONCHAN and MALEW

RUSHEN ABBEY AND GARDENS LIMITED

- to -

ALBERT ROWELL.

MORTGAGE DEBENTURE

GELLING, JOHNSON & Co.,
Advocates,
24 Athol Street,
Douglas, I.O.M.
-Cn-

CANCELLED

TO ALL TO WHCM these presents shall come FRANK BARNES JOHNSON of 24 Athol Street in the Borough of Douglas Advocate Executor of the Will and Codicil of ALBERT ROWELL (hereinafter called "the Testator") late of "Knottfield" Woodbourne Road Douglas aforesaid Wholesale Confectioner deceased SENDS GREETING :

Sept. 1930
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WHEREAS on the tenth day of September One thousand nine hundred and thirty Rushen Abbey and Gardens Limited (hereinafter called "the Company") granted and passed a First Debenture (hereinafter called "the Debenture") unto the Testator for the principal sum of FIVE THOUSAND POUNDS repayable with interest costs and charges as therein stated and secured and made chargeable upon :-

(a) All and Singular those lands and premises with the buildings thereon erected situate in the parish of Malew and called Rushen Abbey Fruit Gardens and more particularly described in a deed of Conveyance thereof bearing date the seventeenth day of June One thousand nine hundred and five from William Christian Cubbon and wife to Philip Christian

(b) All and Singular a certain dwelling house and premises situate and being numbered "21" (twenty-one) in Auckland Terrace Windsor Road in the said Borough of Douglas and Parish of Onchan

(c) All and Singular certain lands and premises adjoining the Railway Line at Ballasalla in the parish of Malew containing two acres or thereabouts and more particularly described in a deed of Conveyance thereof bearing date the twelfth day of November One thousand nine hundred and eighteen from George Drinkwater and wife to the said Philip Christian

(d) All and Singular certain lands and premises together with the mill milldam and race appertaining thereto situate near Rushen Abbey in the parish of Malew aforesaid and more particularly described in a deed of Conveyance thereof bearing date the twenty-fourth day of May One thousand nine hundred and thirteen from Samuel Christian Craige Trustee under a deed of Arrangement from Herbert Carran and wife to the said Philip Christian

(e) All and Singular certain lands and premises situate in the said parish of Malew together with the Hotel and buildings thereon situated and known as the Rushen Abbey Hotel and Ruins

and by the Debenture the Company also charged its undertaking and all its assets goodwill properties rights and privileges whatsoever and wheresoever present and future including its uncalled capital for the time being



W. 1949
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CANCELLED
AND WHEREAS the Testator died on or about the 13th day of March 1949 leaving a Will and Codicil each dated the 17th day of September 1948 probate whereof was at Douglas on the 29th day of March 1949 granted to the said Frank Barnes Johnson the sole Executor therein named (the said Frank Barnes Johnson in such capacity being hereinafter called "the Executor")

AND WHEREAS the Company hath paid to the Executor the full amount of principal interest costs and charges due and owing in respect of the Debenture
NOW KNOW ALL MEN BY THESE PRESENTS that the Executor DOTH hereby own and acknowledge that he hath received from the Company the full amount of principal interest costs and charges due and owing in respect of the Debenture AND in consideration thereof the Executor DOTH hereby DIRECT the Debenture to be CANCELLED UPON RECORD

IN WITNESS whereof the Executor hath hereunto subscribed his name this *22nd* day of *February*
One thousand nine hundred and sixty

SIGNED and DELIVERED in
presence of :

Margaret E McLean

Frank Barnes Johnson

At DOUGLAS, Isle of Man,

22nd February 1960.

Margaret Emily McLean

the subscribing witness to the execution of the foregoing Deed and personally known to me appeared and being sworn deposed that

Frank Barnes Johnson

the executing party *y* thereto duly signed and executed the same in presence of this Deponent

Before me,

Thomson Baker
J.P.

