

In the High Court of Justice
Queens Bench Division

The City Assets Company
Limited

— v —

Hinds & Son

Defence

Prior Church & Adams
61 Lincoln's Inn Fields

In the High Court of Justice
Queens Bench Division

1891 & N^o. 4086.

Between The City Assets Company
 (Limited) Plaintiffs

~~Step. Hinds & Son and Hinds & Son~~

Hinds & Son

Defendants.

Defence

The Defendants say that:-

1 The work and labour and materials sued for was not nor was any part thereof done or provided for the Defendant firm nor (except as hereinafter admitted) for any Member thereof

Further as to £122. 10. 9 parcel of the Plaintiffs claim the Defendants say that the same is in respect of work and labour and materials done and provided for the Defendant Stephen Hinds a Member of the said Firm in his separate capacity and the said Defendant claims to set off against so much of the said claim a like sum due from the Plaintiffs alleged Assignor (the said James Trollope) to the said Defendant Stephen Hinds as hereinafter appears.

3 The said James Trollope was at the date of the alleged Assignment to the Plaintiffs and still is indebted to the Defendant Stephen Hinds in an amount exceeding the said claim of £122. 10. 9 that is to say in the amount of £4084. 1. 9

* We do not know how this sum is arrived at. We make the amount £103.25 as stated in Aff. of Def. S. Hinds

At the date of the alleged assignment Trollope was not indebted to Hinds in the sum of £4184. 1. 9 inasmuch as £100 of that amount was paid to him when the terms of bill of 26th Nov. 1890 were signed.

Of course int. on the £4000 has accrued from 3rd Nov. 1890 to date of alleged assignment but as against this sum to have been received amounting to about £113.

9/11 £103. 2. 5

balance of

monies found to be due to the said Defendant from the said James Trollope upon an account stated between them on or about the 25th November 1890 which amount (so far as is necessary) the said Defendant desires to set off against so much of the Plaintiffs claim as may appear to be due from the said Defendant or (if any) from the Defendant firm.

- 4 Further as to the item of £3..9..10 being the first item in the Plaintiffs particulars the Defendants while denying that the work and materials referred to therein were ever done or provided for the Defendants firm or the Defendant Stephen Hinds say that in fact £2..19..9 part thereof was paid by or on behalf of the Mr^s Barnes mentioned in the said particulars before action that is to say in November 1890 and as to the item of £15..10..5 (being the 14th item in the Plaintiffs particulars the Defendants say in like manner that in fact £1..17..9 part thereof was paid by or on behalf of the Mr^s Gatty (mentioned in the said particulars) before action that is to say in November 1890.

- 5 The Defendants do not admit the alleged Assignment or the alleged written notice thereof.

(signed) J. Alderson Foote.

Delivered the day of December 1891 by
Prior Church & Adams 61 Lincoln's Inn Fields
Agents for Emmerson & Co. Sandwich, Defendants
Solicitors

9/1 £15. 10. 5.

Counsel does not seem to have pleaded anything as to the residue of the Plaintiff's claim. Should not a paragraph be added claiming Defendant's right to set off under clause 7 of the terms of settlement of the action *Hinds v Trollope* as being for work done to the order of Defendant Stephen Hinds or, if this is not thought sound, that the Def^t firm were mere Agents & that Trollope elected to charge the principals themselves. It would be desirable if we could to reestablish the first.