

In the High Court of Justice  
Ducres Bench Division

City Assets  
Coys Limited } Copy Draft  
                  } Return  
                  } Returns

—

Provs Church by Adams  
61 Lincoln Inn Fields

—

Note Leave to plead this Return, must be obtained  
under Order 23 r. 2.

Received the  
day of January 1892 by  
Pres Church & Adams  
61 Lincoln Inn field  
Agents for Immersion Ho  
Sandwich Kent  
Septimus Johnston

In the High Court of Justice  
 Queen's Bench Division

Between The City Assets Company (Limited) Plaintiffs

— and —

Stephen Hinds and <sup>Edmund</sup> Herbert Hinds (sued as  
 Hinds & Son)

Defendants

Rejoinder

- (1) The Defendants join issue on the 2<sup>nd</sup> para: of the Reply
2. In the alternative the Defendants say that ~~the~~ the alleged agreement of November 25<sup>th</sup> 1890 (to which the Defts refer) was conditional on the performance by the said Trollope of the terms thereof and that the sa Trollope has not performed the said <sup>terms</sup> Particulars of the defaults of the said Trollope are as follows:-
- (a) The said Trollope agreed to <sup>or allow</sup> pay to Stephen Hinds either in Cash or by accepted Bills a net occupation rent of £100 a year by quarterly instalments <sup>for the</sup> ~~in respect of~~ Brickfield Grove House and certain workshops <sup>in Liverpool Road</sup>. No part of such Rent has been paid
- (b) The said Trollope agreed to pay the said Stephen Hinds a royalty of 1/- per 1000 on all bricks turned out of the Brickfield and to render annual accounts of the turn out no royalty has been paid and no accounts rendered.
- (c) The said Trollope agreed to render quarterly accounts of all work done by him for the said Stephen Hinds no such accounts have been rendered.
- (d) The said Trollope agreed to keep the whole of the properties referred to in the agreement in thorough repair <sup>or</sup> ~~and~~ to pay <sup>or</sup> ~~allow~~ in account with the sa Stephen Hinds the whole of the costs incurred by the said Stephen Hinds as mentioned in the sa agreement. <sup>through</sup>
- The said premises have not been kept in <sup>through</sup> repair and none of the costs have been paid or allowed in account.

Signed J. Alderson, Foote