

In the High Court of Justice,

1891. O. No. 4086.

Queen's Bench Division.

Between The City Assets Comp^y L^d Plaintiffs

and

Stephen Hinds and Edmund
Herbert Hinds sued and trading
as Hinds & Son. Defendants

I Stephen Hinds of The Strand Lower Walmer in the County of Kent Estate Agent make Oath and say as follows:-

1. I have read a copy of the Affidavit of Arthur Copping and James Frollope sworn herein on the 26th and 27th November 1891 and in reply thereto I deny that either I am or the said Edmund Herbert Hinds is indebted to the said Plaintiffs in the sum of £161.2.10 or any part thereof but on the contrary I say that the said James Frollope was at the date of the in in Assignment in the said Affidavit mentioned and at the date of his Bankruptcy on the 11th September last and his estate still is justly and truly indebted to me ~~in~~ a sum of upwards of £4000 for principal + interest due on 6 several Mortgages and Further Charges created by the said James Frollope in my favour and under a certain Memorandum dated 25th November 1890.
2. On the 3rd day of November 1890 I issued a Writ against the said James Frollope to recover £4184.1.9 being the amount of principal and interest due from him to me upon the before mentioned Indentures of Mortgage and Further Charge and at the request of the said James Frollope I agreed to stay proceedings

upon certain terms which were embodied in a memorandum signed by the Solicitors for the said James Trollope in the said Action and of which the following is a copy.

3. The sum of £100 referred to in Paragraph of the said terms of settlement was on the 25th day of November 1890 discharged as to £60-10-10 by receipted Bills similar to those now sued for by the Plaintiffs in this Action and as to the balance £39-9-2 by cheque.
4. In pursuance of Paragraph 3 of the said terms of settlement the rents of all the properties comprised in my securities (except as therein mentioned) have been collected by my Firm and the Balance carried to a General annual account.
5. The said James Trollope has never paid or allowed to me in cash or by receipted bills for work done by him for me or to my Order the occupation rent of £100 a year reserved by Paragraph 4 of the said terms of settlement nor has he paid the royalty on bricks or rendered any account of the turn out as provided by Paragraphs 5 and 6 of the said terms of settlement nor in any other respect complied therewith.
6. From the said 25th day of November 1890 to the month of August last I employed the said James Trollope to do various work for me or to my order upon various properties some of which belonged to me and others of which I or my firm had the management of and the accounts for such work it was mutually understood and agreed between me

and the said James Trollope should be appropriated in pursuance of the said terms of settlement. Several of these accounts were rendered to me by the said James Trollope before the date of the Assignment to the Plaintiffs and such accounts are made out as to the properties belonging to me against me ⁱⁿ personally and as to the properties for which I was Agent against the Owners thereof.

7. Since the date of the said Assignment the Plaintiffs Solicitors have sent to my firm several accounts amounting to £159.15.4 of which they say they claim only £153.15.5 and they are suing in this Action for £161.2.10. Neither I nor my Co-defendant have had any particulars of the claim other than as herein stated.
8. Of the accounts delivered as in the last Paragraph mentioned there is one "Miller Serv" £16.15.9 for which neither I nor my Co-defendant ever gave any Order and know nothing whatever about. £103.2.5 further part thereof are accounts in respect of work done on properties belonging to myself - £4.17.6 are errors the same having been paid, or allowed at the time when the terms of settlement were entered into and are included in the receipted Bills given on account of the \$100 mentioned in Paragraph 2 of the said terms. And the balance of such accounts are if not capable of being set off by me properly chargeable against the several Owners on whose behalf I gave the orders and against whom the said James Trollope in the first instance made out his accounts.
9. Full information as to the said terms of settlement entered into between me and the said James Trollope and my claim to set off the amount assigned to the Plaintiffs by him has (as I am

informed by my solicitors and verily believe, given by my solicitors to the Plaintiffs solicitors both by correspondence and in an interview had with them before the Writ of Summons in this action was issued and they were made fully aware of the nature of my defence and I submit that under the circumstances the Plaintiffs application for summary judgment under Order 14 should not therefore have been made and is frivolous and vexatious in the highest degree.

10. I am advised and verily believe that I and my said co-defendant have a good defence to the action on the merits.

Sworn at _____ in the
County of Kent this second day
of December 1891.

Before me

A Commissioner to
administer Oaths in the Supreme
Court of Judicature in England.

In the High Court of Justice.
Queens Bench Division.

Hinds vs City Assets
Co Ltd

D.

Affidavit of Def.
S. Hinds in opposition
to appn for summary
Judgment under Order 14
