

is for work done & materials supplied upon & to prop^s Blom?
to him - £19. 8. 4 is for work done & materials supplied upon &
to prop^s of wch in the course of his bus^s he had the managem^t.
in wch cases Rolfe elected to look to him for paym^t.
& for wch he gave the orders, & the bal^{ce} £20. 9. 1 is for work
done & materials supplied upon & to prop^s of wch he also had
the managem^t & for wch he gave the orders but in wch
cases Rolfe elected to charge the ppals & not him or his firm.

That of the last ment^d sum^s £2. 19. 9 parts of Barnes' a/c &

£1. 17. 9 part of Gatty's a/c were paid in Nov^r 1890 - That all

~~orders~~ for the work charged for in the a/cs issued to the Pltfs
was done to his Order alone tho' perhaps the actual instrns to do
~~were given by him~~

the work might in ^{many} some cases have been given to Rolfe by
the Def^t Edm^d Herl^d Hinds, ^{by his firm} That ~~all~~ such of the a/cs

for the £103. 2. 5 & the £19. 8. 4 as were rendered by Rolfe

before the assm^t to the Pltfs were made out w^{ch}
for the £20. 9. 1 w^{ch} Barnes w^{ch} Jackson & w^{ch} Gatty resp^{ly} -
him alone, but the subsequent a/cs rendered by the Pltfs
were made out w^{ch} Hinds & Son. That he produces

such a/cs -

apes for work done by Rollope for him or to his order &
as to £39. 9. 2 by cheque. That his Firm have entered into
the rec^t of the rents of all the prop^s compr^d in his letters
(except the Brickfield & Grove House & Workshops in Liverpool R^d)
p^{er}uant to parap: 3 of the ap^d terms - That Rollope on his
part has never performed or observed any of the terms of
sett^t. - That from 25th Nov. 1890 to Aug^t 1891 he employed
Rollope to do certain work for him upon var^s prop^s ^{some} of which ^{he} employed
to him & ^{as} he had the management of in the course of his
bus^s. - That it was mutually understood & agreed bet^w Rollope
& himself that the apes for such work sho^d be appropriated
in p^{er}suance of the ^{ap^d} terms of sett^t & that had it not been so he
wo^d. have ceased to employ Rollope. That on 17th Aug^t 1891
his Firm rec^d not^e from Mess^{rs} Lickorish & Bellors that Rollope
had assigned to the City Assets Co^y Lim^d all rec^d ow^g to him
from them ^{which they claimed payment -} That he resisted such claim on the
ground that he was ent^d to set off these rec^s agst the sum due to him from Rollope
p^{er}uant to the terms of sett^t. That the City Assets Co^y Lim^d declined to admit his entitle^{ment}
amount^{ing} to £153. 15. 5 - ~~That of the sum of £142. 19. 10~~
& coincided the p^{re}sent p^{re}dicts - ~~That of the sum of £142. 19. 10.~~
now claimed by the ^{Plt^{ffs}} City Assets Co^y Lim^d from the Def^{ts} £103. 25

No Plaintiff at all
I think name used in auction
turning as by way of ad

Stephen Hinds will prove

That he is a House & Est. Agent resid. & carrying
^{in partnership since} ~~with his son~~ ^{with his son} ~~Edm. Hinds the name~~
^{or style of the firm being Hinds & Son}
on bus. at Dover Walmer Kent. That between 1875 & 1884

he ~~lent~~ ^{lent} to one Jas. Rollope var. sums of money upon mtge of
flood & held prop. at Lower Walmer ap. - That in April

1890 the aggregate ppal sum of £4000 with an arrear of
int. was due to him in resp. of those mtges & that ^{on the 9th of that} ~~month~~ ^{month} he

gave mtg. call home the money. That Rollope offered the whole
of the prop. compr. in the mtges for sale by auct. just prior

to the expiration of the mtg. but there was no bidding therefor

That on 3rd Nov. 1890 he commenced an act. agst Rollope
for recov. of the ppal & int. due upon the mtges. That

Rollope's S^{rs} then entered into negotiations with him for a stay
of procs with the result that the terms of sett. of 25th

Nov. 1890 were agreed upon ^{at an interview} ~~between the respore~~ bet. the respore
S^{rs} Rollope & ^{the S^{rs}} S^{rs} Hinds - That the £100 ref. to in

Parag. 1 of the terms of sett. was paid as to £60.10.0 by receipts

agst the Def^t Step^u Hinds for the £20.9.1 agst Mr^r Barnes
Mrs Jackson & Mrs Gatty resp^y but since the assunt. fresh
afes have been rendered by the ^{Plt^s} ~~Def^t~~ ^{+ these are made out} S^r agst Hinds & Sa

The Def^ts contend that the Def^t Step^u ^{Hinds} is ent^d under the
agreement^t terms of Sett^t of 25th Nov. 1850 or ^{at common} ~~under the ord^y~~ law
to ~~set off~~ ^{what they} ~~the~~ ^{claim} claimed by the Plt^s as agst the sum
due to him from Trollope or in the alternative so much
of the amt^t as represents work done on his own prop^s & on
prop^s of which he had the management & which Trollope elected
to charge him with ~~as to~~ ^{as to} that ^{the} residue is properly
~~chargeable~~ agst the ~~prop~~ owners of the prop^s on whose
behalf the orders were given & whom Trollope elected to charge
are liable -

The Plt^s contend that the agreement^t of 25th Nov. 1850
cuts down the Def^t S. Hinds' right of set off to the extent
only of any part^r of the ocean rent of £100 a year which
was due at the date of the assunt. to them.

made up as follows Mr Barnes £3. 9. 10 Mr Jackson
£1. 8. 10 Mr Satty £15. 10. 5

& the balance amount to £20. 9. 1. ¹⁰/₁₀₀ for work done &
materials supplied upon & to the prop^s of which the Dr^t Step^s Hinds
had the management & for which he gave the orders but in such
cases Rollope elected to charge the ppals themselves.

Of this latter sum Mr Barnes' £2. 19. 9 parts of Mr Barnes'
apc & £1. 17. 9 part of Mr Satty's apc were paid in Nov^r 1890.

All orders for the work & ~~carried~~ charged for in these apcs
sued for were given by the Dr^t Step^s Hinds alone the Dr^t
Hinds simply acting as his mouthpiece & there
seems hardly any reason for mak^g him a party to.
~~is no reason what^r why he shod have been joined in the~~

actⁿ. ~~It appears to have been done with the view of~~ ^{except for the purpose} ~~if possible,~~
of defeat^g the right of set off which the Dr^t Step^s Hinds had

in his individual capacity ^{woud have} ~~had~~ but which as a member of

the firm of Hinds & Son (assuming the firm was liable for

these bills) he woud lose be deprived of.

~~The Dr^t ^{Hinds} therefore claims to set off~~

All the apcs ~~sent~~ ^{were made} by Rollope for the £103. 2. 5 ^{of 22. 10. 9 which were} ~~that~~
rendered by Rollope before the assump^t. to the Plt^s were made at

On the 1st day of the month of June 1891 the Plaintiff delivered the Plaintiff's Report to the Defendant.

(Copy Returned)

A copy of the Pleading in the action accompanying the Brief.

The Plaintiff has given notice of trial by a dispute with a

jury

It may here be stated that the Plaintiff on the 11th Sept 1891

filed his Petition in the London Probate Court praying

a Bankrupt. Also the deed of Assignment to the

Plt specified the same may as being £160 we understand

that a very small part of this / some £300 or £400 was

actually paid to the Plaintiff.

It will be observed that the actual sum for £161. 2. 10. The also of

the Plt suit balance in the £153. 15. 5 / the amount paid in the deed of assignment by the Plt

the Plt content that under the terms of the deed of assignment

the Plt are set to set off as against the amount

due to him from the Plaintiff all bills for work done by the Plaintiff

for him in the order

of the latter sum £122. 10. 9 is for work done by the Plaintiff

supplied upon the Plt's claim to the 31st Sept. The Defendant accordingly

is upon or to the Plaintiff he had the management of the Plaintiff's

he gave the order the amount being actually due to the Plaintiff

On receipt of the Plaintiff's order the Defendant's 103. 2. 5

£122. 10. 9

£19. 8. 4

XX [unclear] since the action commenced the claim in 1886 £142. 19. 10.

The Def^{ts} at once wrote to the Plt^{ts} S^{rs} inf^g them of the
terms of the S^{tt}.^t & claim^g ^{ask^g for part of the a^{cs} ass^{ed}} to set off the am^t. due thro^g
ag^t M^{rs} Hope's indebtedness to ^{Stepⁿ} Hinds.

The follow^g corresp^{ce} then took place betⁿ the Def^{ts} & the
Plt^{ts} S^{rs}
Copy corresp^{ce}

Mess^{rs} Hinds & Son not being able to come to a S^{tt}.^t of the
^{on the 6th Oct. 1891} were consulted th^o S^{rs} / Mess^{rs} E & Co / betⁿ whom & the
Plt^{ts} S^{rs} the follow^g corresp^{ce} ensued
(copy corresp^{ce})

The writ was signed
^{on the 7th Nov. 1891} the statem^t of claim end^d being as
follows
(copy end^t)

On the ~~day~~ day of Dec^r the Def^{ts} delivered th^o Def^{ce} as follows
(copy Def^{ce})

On the 12th day of Jan^y 1892 the Plt^{ts} delivered th^o
reply as follows
(copy reply)

The City Assets Comp. ^{Sum.} Pelfs

Step. Hinds & Edm. ^{Hert.} Hinds
(trading as Hinds & Son)

Defts

Case

The Plaintiffs are the Assignees of James Rollope
of Lower Walmer Kent Builder & Contractor & the Defts are
House & Estate Agents & Auct^{rs} ^{Car.} carrying on bus^s at Lower
Walmer ap^d.

At various periods betⁿ the years 1875 & 1884 ~~sett^l m^tg^s~~
the Deft Step. Hinds adv^d to
~~transact~~ ^{transacted} took place betⁿ the before named Jas. Rollope
sett^l sums ^{of mony} upon m^tg^s of f^{und} & held^d prop^y belong^g to him & situate
in Lower Walmer ap^d
& the Deft Step. Hinds & in April 1890 the aggregate ppal sum
of 4000 rem^d due to the S^d Step. Hinds top^g with an arrear
of int^r. - On the 9th of that month the S^d Step. Hinds served Rollope
with a notice calling home the m^o: due to him. Just prior
to the exp^{ir} of the notice Rollope offered ~~the~~ whole of the prop^y
compr^d in the m^tg^s for sale by Auction but no Pur^r was found
therefor. ^{in fact there was not a single bid for the property.}
On the 3rd Nov^r 1890 the S^d Step. Hinds issued a
Writ agst Rollope the Statement of Claim end^d being as
follows

"Copy Statem^t & particulars"

The Writ was served upon Rollope's Att^{ys} accepted serv^{is} of
the Writ & undertook to enter an appearance which they did.

Steph's funds will prove

XX That there is no actual partnership betw^{een} us

+ Steph's fund? ^{who} Steph's fund - ~~that the~~ has for some

time part associated with in the Three Agency fund's -

for his services ~~he~~ rec'd a salary -
That the sign? Steph's fund's recently stated has 500

an Act: it was arranged that we sh^{ould} make use

of his ~~other~~ name / which was well known in the party

consequently the 2 funds were carried on at the same office

under the name or style of Steph's fund's - That

~~Steph's fund~~ Steph's fund's alone interested in the

Three Agency fund's + Steph's fund's? Steph's fund's in the Act's

fund's? That Steph's fund's was at the date of the alleged

assignment to the Pitt's still is insisted to him in a

fund exceed? 5000 for that still treat due upon 6000

fund's fund's + fund's - That Steph's fund's never paid

or allowed to him in in coal or by receipts into the year

next year a year for the Buckfield gave the: Steph's fund's

in Liverpool R? as provided by Range 4 of the terms of Steph's fund's

agent has not been paid - That Mollie has never paid

him the Royalty of 1/2 per 1000 on all tickets turned out

of the Buckfield or any part thereof or received him any of

of the sum out of which a bond for by his of the of the

agent That ~~the~~ Mollie submit the Buckfield

without his consent that a large quantity of tickets ~~with~~

has been dug out there with the instrument of his sec 9 - That

Mollie did not receive nearly as good work done for

him as provided for by par: 6 of the 5th section of act - That

Mollie has not kept the prop^s in thorough repair or paid

or allowed in any way in cost of the act^s of any camp^s

at their expense to the 5th section of act^s as provided for in par

s that on any part thereof - That he produces the rec^d of

agent Mrs. Brown for \$2.15 - 9 report Mr. Galt for \$7.17 - 1