

~~Hinds + Trollope~~

Instructions to  
counsel to settle draft  
conveyance

W. J. Bradley Dyne

In witness  
witness  
J. Bradley Dyne

Emmerson Ho  
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A

## Hinds v Trollope

In the years 1875 + 1876 James Trollope of Lower Walmer Kent Builder obtained from the Trustees of the Leith Estate building Leases of certain premises in Grove Lane + mortgaged same together with the machinery fixtures plant gear and effects therein to Stephen Hinds of Lower Walmer aforesaid Estate agent for sums amounting in the aggregate to £1800 - Trollope also owned certain freehold property in Cornwell Road Lower Walmer likewise mortgaged to Hinds for sums amounting in the aggregate to £2200 and in one of these securities the operation of section 17 of 44 + 45 Vic: c 41 is negatived - In 1888 Hinds received notice of a second charge upon (inter alia) all the properties comprised in his mortgages and the same still remains unsatisfied - Trollope has recently been adjudicated a Bankrupt and questions having arisen between Hinds and the Trustee of Trollope's Estate as to the machinery & an arrangement was come to between the parties by which in consideration of £125 the Trustee gave up all his interest therein and agreed to convey the equity of redemption in the Leasehold property to Hinds who has since taken possession of the machinery &c and the greater portion of the Leasehold property - It is proposed to take a simple receipt from the Trustee for the £125 particularizing therein all the machinery &c unless Counsel considers

it would be better to comprise it in the conveyance of the equity of redemption - It is desired to have it clearly shown on the face of the deed that it is not the intention of the parties that Hinds' mortgage should become merged and the 2<sup>nd</sup> mortgage transferred into the position of 1<sup>st</sup> mortgage but on the contrary that they should be preserved for his benefit and as a protection against mesne incumbrances (Adams v Angell 5 Chy D. 634)

Counsel is therefore requested to settle the accompanying draft Conveyance.

I think the assignment of the machinery should not be taken by deed, but a receipt should be given for the £125 particularizing therein the machinery as above suggested. Has any claim been advanced by the 2<sup>nd</sup> mortgage as to the machinery? If his mortgage comprises the same property as the Hinds' first mortgage, it is obvious that a similar question might be raised by him as to the right of the trustee to wipe the equity of redemption therein.

I am of opinion that the frame of the conveyance shows with sufficient clearness the intention to preserve the priority of the Hinds' mortgage -

J. Bradley Dyer  
Solicitor  
Dec<sup>r</sup> 30<sup>th</sup> 1891