

MR. E. HOPGOOD

Dear Sir. – I bed to call the attention of your Board to the fact that, in consequence of their requiring me to give up possession of the St. John’s-road property on the 29th September last – the property became unoccupied from that date and as the completion of the matter was delayed nearly three months the loss to me amounted to over £18. About one half of this delay may be attributed to my own action. The other I had no control over. Under any circumstances however, had the matter been completed in September, the Board would have been liable for the payment of three months interest on – say - £1,000 which they will not now be required to pay. Under these circumstances I think it not unreasonable to ask them to pay me £7 10s. 0d. in lieu of interest.

I am, dear Sir, yours truly,

E. HOPGOOD

The Chairman said he could not understand what Mr. HOPGOOD meant by the Board having been liable to the payment of three months’ interest on £1,000. If the preliminaries of the purchase had been completed they would have been bound to pay him at Michaelmas. The delay was entirely his own fault, caused by the dispute about the drains. He had the money directly the deed was accepted.

Mr. FLUX said that the arrangement to give up possession was not entered into until the 29th September. The Board did not receive the draft until the 5th October, and it was impossible to get all the deeds engrossed by the next morning at ten o’clock when the Board met.

The Chairman said that the difficulty was about the drains, and the delay was entirely Mr. HOPGOOD’s fault, so that he did not see how the claim could be maintained.

The Re. W. M. HARRISON asked whether it was usual to pay interest before the purchase was completed? Mr. FLUX replied that generally an agreement was made if interest had to be paid, but there was no agreement in this case. – Mr. POLLARD could not see how they could admit the claim, unless Mr. HOPGOOD was willing to share the extra law expenses. (laughter).

The Chairman said Mr. HOPGOOD wanted to get what he could out of the Board; he did not see that he had any claim whatever on the Board.

Mr. POLLARD suggested that the simple answer to the letter would be that the Board did not admit the claim.

The Board looked upon any loss as entirely Mr. HOPGOOD’s affair arising out of his action, and decided not to fall in with the suggestion contained in the letter.
