



Crime and Punishment

Minety

Claims Court

Dale, Forty & Co v Mr & Mrs E Pearson

Messrs Dale, Forty and Co (for whom Mr W H Russell appeared), music merchants, of Cheltenham, claimed the return from Mr and Mrs E Pearson, of Minety, of a piano obtained on a hire purchase agreement, the agreed price being 66 guineas, of which £7 8s had been paid and £17 7s was in arrears.

Mrs Pearson stated that her husband, who was a platelayer, was not now getting so much wages as at the time of the contract, and was consequently unable to keep up the instalments. She had invited the plaintiffs to fetch the piano away, but they declined to do so unless twelve months hiring was paid, though, she observed, nothing was said to that effect before the piano was delivered.

The Judge, however, pointed out that this was exactly what the agreement the defendants had signed did say. Do you really think (he asked) that if you make a bargain with another person or persons when you are in good wages, you are at liberty to withdraw from it when your wages become less? If that is your point of view, you are quite wrong, and it is no sort of defence to this claim.

Mrs Pearson, replying to a question, said her husband's present wages were £2 5s a week and they had three children to maintain.

His Honour: It is astonishing what some people will do.

He gave judgement for the piano to be delivered up whenever the plaintiffs called for it, and he also made an order for the payment of the amount owing by 10s a month, remarking that the firm had not claimed for the two months over the year for which they were entitled to claim.

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