



Crime and Punishment

Minety

Claims Court

William Wells v John Webb

Mr Lovett appeared for the plaintiff, who sued the defendant for injuries sustained by a breach of contract for hedging and ditching. Mr Lovett, in opening the case, said the present action had been brought by the plaintiff, who was an agriculturalist living at Minety, more for the purpose of suppressing a great evil on the part of the farm labourer, than for the injury sustained, and for that purpose the damage was put only at a nominal sum of 10s.

The action was a breach of contract on the part of the defendant in respect to certain hedging, ditching, and faggotting, which he agreed to do and complete in a proper manner, but which he was preparing to prove defendant had left in an unfinished state. Now this was a common offence on the part of farm labourers, who, aware that they cannot be tried on a criminal charge for so doing, risk the chance of being tried in a civil court, to the great annoyance and inconvenience of their masters, and he hoped, therefore, his Honour would give a verdict for the plaintiff, in order to teach these men that they may not break their contracts at leisure.

He first called William Smart, farm bailiff to Mr Wells, who stated that on the 4th December last, on behalf of his master, he spoke to defendant about the hedging, ditching and faggotting, and asked him if he would take it. Witness explained the nature of the work to him, and defendant went and looked at it, when he undertook to do the hedging and ditching at 6d per lug, and the faggotting at 3s per hundred.

Defendant began the work the same day, and did it on and off until the 29th Dec., when he left it altogether, the work being in a very unfinished state. The layers were not put on properly, nor was the ditch the proper depth. Defendant had not touched the faggotting at all, but had left the wood lying on the sides of the ditch. In one place some trenches were being made, but in consequence of the wood being left in that state the trenches could not be proceeded with. The defendant had drawn on account £1 12s, but he had only earned £1 10s 6d, so that he had drawn money on account.

Witness asked several people to go and complete the job, but could not get it done, as it is a difficult matter to get people to finish such work when once begun. It would cost £1 to put it in place. The defendant, on being asked if he wished to cross-examine this witness, said that the putting layers on a

"laying" was not contracted for. Smart, however, stated that it was usually done whether contracted for or not.

Mr Lovett then called Richard Vizor, woodman to Mr Wells, who corroborated the last witness's evidence as to terms of the contract, he being present at the time. He also deposed as to the unfinished state of the work.

In defence, defendant said that the faggotting had been offered him at 3s per hundred, but he gave no decisive answer, nor had he any intention of doing it. As to the hedging and ditching he could not finish it because the water in the ditch was so high. Mr Wells also abused defendant, or probably he should not have left the work. Mr Wells abused him very much, and ordered him off the premises. He did not complain about the water to anyone. After he left Mr Wells, he went to work directly for Mr Ritchie.

A conversation then ensued between his Honour and Mr Lovett, as to whether the case came within the meaning of the 4th section of the Statute of Fraud (because in that case the agreement ought to be in writing), but it being eventually decided that it was not, but this was merely a contract for work. His Honour gave a verdict for the plaintiff, 5s damages.

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