



Farmer Makes Three Claims 1922

County Court Shaftesbury

Three cases brought by an Ansty (Wilts) farmer occupied the attention of the Judge for some considerable time. Charles Edgar Lever, of Ansty, farmer and haulier, claimed from James Dewey, of Donhead, the sum of £21 damages for breach of warranty. He also sued Lewis Moon and his wife, of Tisbury, for £13 7s. 6d., goods supplied, and for repairs to a cart, and Alfred William Parsons, of Lower Farm, Ansty, for £22 for cartage. Mr. W. Farley Rutter appeared for the plaintiff and Mr. Jackman, of Salisbury, for the defence.

In the first case, Mr. Rutter said that defendant offered plaintiff a mare at the price of £21. It was somewhat lame, but defendant said that he (plaintiff) could keep it for three days, and if it was not right, he would take the mare back.

His Honour: Is she fit yet?

Mr. Rutter: She's dead, Your Honour. (laughter)

On these conditions, said Mr. Rutter, plaintiff bought the horse, but it never got well, and finally plaintiff sent the mare back to defendant as quite useless. Sometime after the mare was put back in his (plaintiff's) field, it was so lame that plaintiff had it shot.

His Honour: Do you mean to say that after the horse was returned to defendant, he kept it for 12 months and then put it back in plaintiff's field? Mr. Rutter: Those are my instructions.

Plaintiff bore out his advocate's statement, and said that when the mare was put back in his field its off foot was practically dropping off the leg. He told defendant that he would not have the horse seen in his field for £5, and he told him what he had done with it. Defendant said he would put it right with him. At Salisbury Market, about a month ago, defendant offered plaintiff £5, but witness refused it.

Plaintiff was cross-examined at some length by Mr. Jackman, and he denied that he ever had an interview with defendant at the milk factory, that he ever asked him if he had a mare for sale, and he had never sent the horse to be shod.

Mr. Jackman: If the lad Gray says that when he brought the mare to you it was fit and in good condition, that would be false?

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Plaintiff: He was a boy going to school and wouldn't know the difference between a horse with two and one with four legs. (laughter)

Defendant, giving evidence, said the horse had been on timber work for the Government, and when that was finished, Lever said that he could do with a horse if he had one, and came to see the mare in question. Lever said "I'll give you £21 for the mare for life everlasting." He also assented to the suggestion which witness made that if the mare foaled, he should give £2 extra. It was not until nearly two years afterwards that Lever said anything about the horse being below what was warranted.

Witness's brother heard plaintiff use the words "life everlasting" when he bought the horse.

His Honour: Everybody seems impressed about this life everlasting. (laughter)

Robert Dewey, brother of the defendant, said when the horse was sold she was fit and in good condition, but when the horse was brought to be shod in February, the first time anything had been done since the previous September, the mare looked as if it had been starved.

Edwin Gray, who brought the horse from defendant's premises to plaintiff's, said it was then fat and in good condition, and Louis Macey said in February, when he took the mare to be shod, it was lame because it had been neglected, and its feet had gone "long."

His Honour said that this was a claim for damages for breach of warranty. He gave Mr. Lever credit for not being such a simpleton as he evidently wanted them to believe. He did not believe a man of his experience would buy a lame horse and pay for it right away. He was quite satisfied that the mare was not lame when plaintiff bought it, but it turned out to be a bad speculation, and plaintiff then wanted defendant to compensate him for it. There would be judgement for the defendant, with costs.

In the case brought by Lever against Moon & Moon, this sum, said Mr. Rutter, was due for wood supplied to the defendants. A considerable sum of money, amounting to about £50 16s. had been paid in respect of other wood, but this balance was for wood that had been left over and not paid for. The extra 10s was for repairs to a cart which defendants had on loan and smashed the wheel.

Lewis Moon and his wife denied owing the money, saying that they paid cash at the time the wood was taken away, but they never had at any time receipts. Moon said he sold wood on commission, and had sent him an account for £7.

His Honour: If you were paying him for the wood and he owed you £7 commission, why didn't you deduct it from the payments? I should think you were quite sharp enough to have done that.

Charles Layton, now of Tisbury, said plaintiff told him when he went to the yard for some wood and saw Moon there "Every load Moon has from this yard has to be paid for before it goes out of the yard." His Honour accepted the evidence of plaintiff but said it would have been more satisfactory if Lever had produced his ledgers.

There would be judgement for the plaintiff for the amount claimed.

Coming to the case against William Parsons, Mr. Rutter said that this was a claim for £22 for hauling portions of the Recreation Hut at Ansty. Parsons was secretary of the Hut, and an account which was sent to the Committee was returned with the remark that they could not entertain it because all cartage was promised free of charge. Apparently some arrangement was come to about free cartage, but whatever that might have been on February 27th 1921, defendant came to plaintiff and asked him to help to haul portions of this Army hut from Fovant Camp to Ansty. It was agreed that Mr. Lever was to charge £1 a day per horse, including the driver. He had never agreed to do it free of charge. He had already given two windows for the hut and had supplied men to dig out the foundations free of charge.

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In reply to Mr. Jackman, for the defence, plaintiff said he had a good deal to do with starting the hut, and he admitted that he did say in December that he would do his share of the carting with the others. It was all nonsense to say that a fair price for the job, if it was to be paid for, was £15.

Mr. Jackman produced the Committee's minute-book, which recorded thanks to those who had done hauling free of charge, and Lever's name was amongst them.

Following further questions, plaintiff remarked "If I have to do much more for nothing, I might as well claim the hut." (oh, oh, in Court).

His Honour: That may be. You have probably fallen out amongst yourselves about this hut, but you at any rate intended to do your share of the hauling up to December, and all credit is due to you for that.

Mr. Jackman produced a newspaper report of the opening ceremony at the hut by Lady Arundell, and pointed out that it was then stated that all the outside work had been done voluntarily. (To Lever: You didn't get up and contradict that? - Witness: No).

Mrs Lever spoke to a conversation she heard when Parsons came to her house to see her husband. She indignantly denied, in reply to Mr. Jackman, that this case was an attempt to get money out of Parsons because her husband could not get it out of the Committee.

Defendant, giving evidence, spoke of plaintiff's promise at one or two meetings to help with the carting free of charge. He denied that he engaged Lever to do the hauling, and said that as none of those who said they would do voluntarily had backed out, there was no need for him to say, as alleged, that he was in difficulties over the matter. If he was doing the job for payment he thought £15 would be ample.

Ernest Silas Brain, of Wyke, Tisbury, and Howard Pike, butcher, of Ansty, gave evidence of the voluntary work done in hauling.

His Honour said this was an unfortunate case, and he regretted that Mr. Lever had brought it. Apart from the plaintiff's promise in the first place to help do the hauling voluntarily, it was impossible for him (His Honour) to believe that Parsons would make himself personally liable for the carting, and even if it had to be paid for, the Committee would have been the people to sue, and not Parsons. For some reason or other Mr. Lever went back on his promise to help voluntarily and because of some difference of opinion, he made out this account against Mr. Parsons. There would be judgment for the defendant, with costs.

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