

Col Benett-Stanford's Telephone 1924

Amusing Case at Bristol County Court



"Carry on! I will fight you. The losers pay for drinks" was the reply given by Lieut-Colonel John Benett-Stanford, of Hatch House, Tisbury, when informed that proceedings would be taken against him in the County Court.

The case was heard by His Honour Judge Parsons, K.C., at the Bristol County Court. The Bristol and West of England Telephone (New System) Company Ltd., telephone contractors, of 39 Broad-street, claimed for £27 in respect of a telephone installation placed in Hatch House, Tisbury, the residence of Lieut-Colonel John Benett-Stanford.

Mr F A Wilshire appeared for the plaintiff and Mr W Farley Rutter, Shaftesbury, represented the defendant.

Mr Wilshire stated that on November 28th last, the firm received a letter from Lieut-Colonel Benett-Stanford asking for particulars of telephones, and a Mr King saw him, discussed the matter, ascertained the number of instruments required, and produced the usual contract of the company. Defendant read the contract, certain things were pointed out to him, and he signed it.

In that contract defendant undertook to pay £2 3s 6d quarterly rent, and another term was that plaintiffs should lay 30 feet of cable, that defendant should pay 1s per foot for every foot of cable above 30 feet. There was a counter-claim, as defendant considered he did not undertake to pay 1s per foot over 30 feet, and asked that the contract be rectified. There were 644¾ feet of cable, including 155 feet, or about 30 feet per five instruments.

Plaintiff's solicitors wrote to Lieut-Colonel Benett-Stanford, who replied "Carry on! I will fight you. The losers pay for drinks" (laughter). He subsequently wrote on April 25th that "A man came here with the gift of the gab, talked 19 to the dozen; I could not get a word in edgeways. He was worse than a dissenting parson (laughter). He decidedly told me that the quarterly payment of £2 3s 6d would cover it".

He also wrote on another date stating it was difficult to get to Bristol and added "I shall be racing at Salisbury, and you might be inclined to lose some money and have a day's racing". He stated in another letter that it was like a parrot house at the zoo on the occasion of the interview.

His Honour remarked that it was quite delightful so far to have an entire absence of acrimony, and he hoped that would continue to the end.

Gilbert Barton King said he quoted to Lieut-Col Benett-Stanford for five instruments at a quarterly rental. After discussing the matter with his secretary and butler, Lieut-Col Benett-Stanford agreed to accept the installation. Witness read out the contract and Lieut-Col Benett-Stanford then sat down, and read it, asked certain questions, initialled alterations, and signed the contract.

John Benett-Stanford gave evidence and mentioned that he thought Mr King told him some extra cable would be put in and it would be added to the quarterly payments.

Mr Wilshire asked Lieut-Col Benett-Stanford if he was known as a keen business man, and that in Wiltshire people would say "There are no flies on Lieut-Col Benett-Stanford" (laughter).

Witness added that he asked the man if what he had read was all right before he signed the contract. Witness was in a great hurry to get away that day.

His Honour, in giving judgement, said he accepted Lieut-Col Benett-Stanford's statement that he did not read the agreement through. The law on the subject was that if an agreement was reduced into writing and was signed by the party concerned under circumstances in which an opportunity was given of reading it, then whether the person read it or not, he was bound by the contents unless there was something in the nature of misrepresentation amounting to fraud or intentional misrepresentation. He could not say on the evidence that the witness, Mr King, had intentionally misled Colonel Benett-Stanford about the contents of the document.

Colonel Benett-Stanford would have the pleasure of paying for the drinks he mentioned (laughter).

Judgement for the plaintiff for £27 with costs.

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