

## Lieut-Colonel Benett-Stanford Sued 1926

### Ovoids, Port Wine and Water



Lieut-Col John Montague Benett-Stanford, of Pyt House Tisbury, was the defendant in an action brought at Shaftesbury County Court on Wednesday by Mr Robert William Borley of Barton Hill House, formerly proprietor of the Grosvenor Hotel, Shaftesbury.

The claim was for £36 3s 3d, the balance due on an account.

Mr W H Creech (Sturminster Newton) was for the plaintiff and Mr Farley Rutter defended.

Mr Creech said the amount originally owing was £186, which had never been disputed, and £150 had been paid. In addition a sum of £21 17s 9d had been paid into Court.

The money now in dispute concerned £4 5s 6d for the supply of "Ovoids" and £10 for the water rate on Kirton Farm Semley, payable by the tenant.

The account, he said, was one of long standing, and had been sent in time after time. No question was raised as to the amount until plaintiff received a letter from the defendant's solicitors with regard to the claim for water rent.

Plaintiff, in evidence, said he was formerly proprietor of the Grosvenor Hotel. The account was correct from his books and the account had been rendered six times in addition to numerous applications by letter. Until the water rate question was raised, and a letter was received from defendant's solicitors, the account was not disputed.

In June 1920, he purchased Knipe's Farm, and as an asset there was a valuable water supply, from which most of the farms and cottages around were supplied. Among the farms supplied was Kirton Farm, and it was in respect of this that the sum of £10 was claimed. Referring to a "laundry incident", plaintiff said he discontinued paying the hotel laundry bill until his own account was paid, the laundry being Overhouse Laundry, Tisbury, run by Colonel and Mrs Benett-Stanford. Plaintiff suggested that he was ready to be sued in the County Court and would bring a counter claim at the same time.

Within 10 days plaintiff received a cheque for £100, and it was the balance that was now claimed. Considerable correspondence was read, Mr Creech, remarking that "the fur commenced to fly" when Colonel Benett-Stanford sent plaintiff a postcard with plaintiff's initials from a communication he had sent affixed to the card as an address. Plaintiff replied that he should have thought it would have been less trouble to have written the name instead of cutting out his initials and securing them to the card.

Defendant's explanation was that he was unable to decipher the initials and could only make them out to be "\_\_\_ R". He had accordingly left the duty of finding the writer to the postal officials. Colonel Benett-Stanford had later written asking for particulars of the claim – he was unaware he was in debt - which would then be paid. This, however, had not been done.

Plaintiff, concluding his evidence, said he thought defendant would have acted as a gentleman. Mr H H Antill, of School Farm, Lockerly, Hants, who was formerly tenant of Kirton Farm, Semley, said from 1920 to 1921 when Colonel Benett-Stanford was the landlord, he paid £12 at the end of his tenancy for water rates. Defendant, on oath, said he could not recollect any conversation on the subject of "Ovoids" which it was contended he had bought. Had it been cigars, port wine, or whisky, he would have paid, but he was not aware plaintiff was a coal dealer,

His Honour: You might have forgotten had it been a question of port or whisky? Defendant: It is so good one almost remembers it. He added that he had never paid any water rate in respect of the farm and he was not the owner. The tenant for life was his mother and he (defendant) was tenant under her. He had no recollection of saying he would pay £10  
His Honour: It is not very likely you would mix up the water with the port? Defendant: Not very likely, I trust not, My Lord.

Cross examined on the question of the water rent, defendant said there was originally an agreement between his mother and the late Frederick Pike, who built the reservoir. He (defendant) was not the landlord, his mother was.

His Honour, summing up, said the amount originally owing was £186 3s 2d, of this, £150 had been paid, leaving a balance of £36 3s 3d. A certain sum had been paid into Court, but there were two items still in dispute, namely £4 5s 6d for 30cwt of "Ovoids" and £10 water rent on Kirton Farm.

As regards the first item, he agreed with the defendant it was a long time ago to remember, and he could understand defendant having forgotten all about it. It was a very different thing from port wines or cigars, and was not an article in which plaintiff usually dealt. He accepted plaintiff's evidence and held that defendant did get the 30cwt of "Ovoids" and that £4 5s 6d was owing.

As regards the £10, it was abundantly clear that had been included in the amount rendered and that the tenant of the farm, by paying £12, was covered in respect of a water supply. Colonel Benett-Stanford got the benefit and held the money as trustee for plaintiff. There would be judgement for the plaintiff for £14 5s 6d, in addition to the amount paid into Court.

Western Gazette October 08 1926