

## The Cider Press 1922

County Court Shaftesbury



Captain John Benett-Stanford, of Hatch House, West Tisbury, claimed from Fred Scott, a cowman, of Quarry Cottages, Higher Lawn Farm, Tisbury, the sum of £15 for a cider press sold and delivered.

Mr W H Creech was for the plaintiff and Mr W Farley Rutter for the defence.

Captain Benett-Stanford said defendant came to Hatch House on three occasions about the press, and witness told him he would not sell it under £15, which was the price he (witness) bought it at. Then the bailiff saw him, and later Scott told him that he would give the £15 for the press. He told him he would begin sending down the press on the Monday.

Cross-examined, plaintiff said he had never said anything to the defendant which would give him cause to infer that he would loan him the press. He agreed that defendant in his letters had taken up the position that he never bought the press. to many of the questions put by Mr Rutter in cross-examination, plaintiff replied that he could not remember.

Frederick Gurd, in the employ of the plaintiff, spoke to taking parts of the press to defendant, and seeing a portion of it had been erected.

William Vater, bailiff for the plaintiff, said defendant offered to give £12 for the press. He never said he would not give £15 for the "rubbishy old thing". Re-examined, witness said he thought that when defendant got the cider press, he found it was not so good as he expected.

Defendant, giving evidence, said the first interview about the press was when plaintiff came to Lawn Farm, and not at Hatch House. Plaintiff first said he could have the press for £20, and later he said he could have it for £15. Witness had not then seen it, but he found it was practically no use for anything. He told the bailiff he would not give £15 for it.

Some days after plaintiff came down to the farm, he remarked that he had a nice crop of apples and asked when he was going to make it up. Witness said he hoped to do it the following week, when he hoped to get the tackle for it. Plaintiff said, "I'll send you down my old press". Nothing was said about the price. the press was sent down, but he defied any man in England to make a bushel of apples with it. They could not put it together.

Asked by Mr Creech why the press was sent down to him, witness said he did not know whether Captain Benett-Stanford was going to give it to him, or lend it to him.

His Honour: Why did you keep it?  
Because I had not the mans of handing it back

Mr Creech: did you use it?  
No, but we tried to

Mr Rutter contended that the defendant regarded the press as loaned to him and there was no evidence to show a sale and acceptance of the goods as required by law.

Mr Creed argued that the negotiations all through were for a sale, and the assumption could not be come to that there was a loan.

His Honour said the facts were curious and the evidence contradictory. Captain Benett-Stanford had given his evidence, as far as it went, very clearly, but his recollection did not carry him far. He (the Judge) was satisfied that the first conversation about the press took place at Lawn Farm, and not at Hatch House.

He accepted the defendant's version of the whole of the material evidence because the plaintiff's and the bailiff's recollections were not quite clear. he (His Honour) said he had no doubt that Captain Benett-Stanford, knowing that the defendant would not give him £15 for the press and knowing that he had these apples to be crushed, sent down the press in the hope of his liking it and giving him £15 for it. It was not a loan. Plaintiff had failed to prove that there was a contract to sell and there would be judgement for defendant.

His Honour added that Scott must allow the press to be removed.

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