

Lt Col Benett and the Tin Hut 1928

Hunting Field Incident

Spin of a Coin decides Sale



The story of a "toss" in the hunting field for a £30 hut was told to Judge Hyslop Maxwell at Shaftesbury County Court on Wednesday. Lieut.-Col. John Benett-Stanford, of Pyt House, Tisbury, sued Ian Reginald Karslake, of Hatch House, Tisbury, for £30, value of a tin hut.

Mr. W. H. Creech (for the defendant) asked for an adjournment on the ground that Mr. Karslake was in Canada, but would be back by the November Court.

He understood, however, that Col. Benett-Stanford was going abroad under medical orders, and would not be back by that time.

His Honour said it looked as though the defence was that the defendant did owe the money to Mr. Benett-Stanford. It seemed to be a question of a toss - double or quits.

Mr. Creech said the only point was that defendant said there was a condition that if he lost the toss the money was not to be paid for two years (Laughter). Defendant did lose the toss.

His Honour suggested that the two advocates should now toss whether there should be an adjournment or not (Laughter). Mr. Creech said he would be quite willing if he had only himself to think of (Laughter)

Mr. Williams (Messrs. Trethowan & Vincent, Salisbury), who appeared for plaintiff, objected to the adjournment. He said defendant must have known when he swore the affidavit that he would be away, and as recently as the 24th September no question of an adjournment was raised.

His Honour decided to hear the evidence, and Col. Benett-Stanford said that defendant took over the house on September 29th, 1926, and the hut was valued by a local builder at £60. Karslake grumbled a good deal about the price, and he then agreed to accept £30.

One day in February, when out hunting, Karslake was still grumbling about the price, and witness said, "I'll toss you £30 or nothing". They tossed, and defendant lost. He then asked when he should pay, and witness, who was rather annoyed about the business, replied "When you like, within a reasonable time". Nothing was ever mentioned about two years. He (witness) had now been ordered abroad to see a doctor.

His Honour said it seemed to him the question he had to decide was whether the money was due now, or whether the action was premature.

Answering Mr. Creech, witness agreed that the original value of the hut was £60, and he halved. He did not know why in the particulars of claim it was said the Hindon builder valued it at £30. He saw the builder and told him to value it as between him and Mr. Karslake at £30. He admitted that defendant objected to take the hut for some time, and there was some talk of £15. He denied, however, that the toss was £15 or nothing. The toss was made while they were riding along hunting, and he placed the coin on his hand as he went along. Plaintiff added that Karslake was gone salmon fishing on a famous river in Canada.

His Honour: Perhaps he will bring you back salmon instead of the money (Laughter)

His Honour said that if there was an arrangement that the money should not be paid for two years, that two years was nearly up. On the affidavit, he thought justice would be met if he gave judgement that the money should be paid in February.

Mr. Creech thought His Honour should hear defendant, because if it was established that the money was not due till February, Mr. Karslake would not be liable for costs.

His Honour said it was lamentable that those two gentlemen should be going on in this way. Defendant, in any case, would have to pay costs on that day's proceedings, so if he gave judgement for February he did not see what difference it would make. He should give judgement for Col. Benett-Stanford for the amount claimed - such amount to be paid on the 15th February next.

"If," added the Judge to plaintiff, "you like to take it out in salmon, there is nothing to prevent you" (Laughter)

Col. Benett-Stanford: I will, if you guarantee them not "high", my Lord (Laughter)

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