

A Horse Deal 1898

Shaftesbury County Court

William Isgar, of Deangrove Farm, Donhead St Andrew, sued George Henry Baker Lever, of Chicksgrove, Tisbury, for £14 10s, due under a bill of exchange on the sale of a horse.

Mr J Trevor-Davies, of Yeovil, for the plaintiff, and Mr Jackson, of Salisbury, for the defendant.

The plaintiff gave evidence that in May last he sold the defendant a horse for £15 10s, at the South Western Hotel at Tisbury. £1 was paid as earnest money, and a cheque for £14 10s was afterwards sent by defendant to plaintiff in settlement of the purchase. When he presented the cheque, however, it was returned to him as dishonoured, and the present claim was therefore brought.

In defence the defendant stated that the horse was sold to him by the plaintiff as being a good sound, honest horse, but when it was brought to his premises he found it lame and "all to pieces one side". He did not discover the lameness until after the plaintiff's son (who had brought the horse) had returned, and he had sent the cheque by him.

The deal was made at the South Western Hotel in the presence of several persons. Witness stopped the cheque and returned the animal to plaintiff, who again returned it to witness. Witness had previously driven behind the animal with the plaintiff from Salisbury to Fovant.

In cross examination defendant admitted writing to plaintiff that he should not keep the horse at the price, as he could not sell lame horses. He did not, when in the South Western Hotel, say he wanted to know nothing about the horse, as he had driven behind it.

Harry Woods, residing near Tisbury, said he was present when the deal was made at the South Western. Before the horse was sold Isgar described it more than once as being "good, sound, and honest". A man named Spicer closed the bargain for Isgar at £15 10s.

Cross examined: The word "honest" was recognised among dealers in reference to horses.

His Honour: I understand an honest horse is one that is supposed to go straight forward and not jib?

Witness: Just so, your Honour.

Mr Wilkins, of Tisbury, gave confirmatory evidence, and said the plaintiff quite a dozen times told defendant the horse was "good, sound, and honest all round". Witness was present when the deal was made.

Ernest Robert Harding, veterinary surgeon, of Salisbury, said on June 2nd he examined the horse in question on Isgar's Farm in the presence of Lever. The animal was suffering from sidebone on the near fore limb, ringbone and curb in the rear hind limb, and stiffening in the movement of the near shoulder. The horse was "rather a screw" - (laughter) - and he should describe it as unsound. There was no distinct evidence of lameness. No-one would be justified in working the animal in its condition.

Cross examined: Any ordinary horse dealer would have discovered the defects if he handled the animal. The animal was not saleable. His Honour: Not even to Belgium? - (laughter)

Mr J Trevor-Davies then called his client to give rebutting evidence. He deposed he had had the animal named for nine months. He was not a horse dealer. A fortnight before the deal he took up Lever at Salisbury and drove him to Fovant. He had no reason for doing this, and did so only at Lever's request. He had no thought of selling the horse then.

On May 10th they went to Salisbury market, and afterwards met at Tisbury. Lever first asked him if he would sell the horse, and plaintiff replied he could not do so for a month as his son wanted the animal to go with the Yeomanry. At the South Western Hotel Lever bid plaintiff £10 for the horse, and increased his bids to £15. Till that time witness had said he did not want to sell the animal, but then plaintiff said he would sell it for 16 guineas, and defendant sprung 10s. On a sovereign being passed as earnest money, the offer of defendant was accepted. Plaintiff did not once say the horse was good, sound and honest. He said nothing about the animal. Defendant remarked he knew what the animal was as he had driven behind it. The horse was come out of stable stiff in the morning after a long journey, but that wore off as it became warm. Witness did not know the animal had the defects described by Mr Harding. The latter did not handle the horse, he could not get near it when he went to examine it.

Cross examined: witness bought the horse for £12. He did not buy it with a warranty, nor did he sell it sound.

Tom Spicer, farmer and dealer, deposed that he was present when plaintiff sold the horse for £15 and he assisted in "clenching" the deal. There was no warranty given as to the condition of the horse, the defendant said nothing about its condition. Lever was determined to buy the animal.

His Honour interposed, and said without further evidence he was inclined to believe the plaintiff's version of the affair and he should therefore enter judgement in his favour. Mr Trevor-Davies remarked that he had two further witnesses he proposed to call if His Honour thought he had not tendered sufficient. The Judge: I don't think that you will alter my decision. Mr Trevor-Davies: I have no wish to do that. (laughter)

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