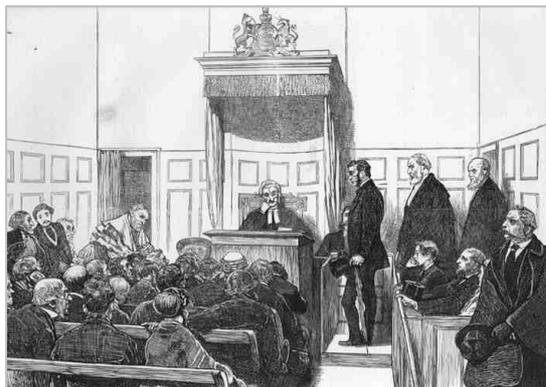


Wickwood Farm Fire

Major Benett-Stanford & Salisbury Fire Brigade Charges



At Salisbury Petty Sessions, on Monday, before Messrs J W Clark and H G Ware, proceedings were taken by the Town Clerk of Salisbury, acting for the City Corporation, with the view to the recovery of £23 9s 7d, balance of the City Fire Brigade's charges for attendance and services at a fire on Wickwood Farm, Tisbury, on July 11th, 1921.

The respondents were the Tisbury Farming Company, of which Major Benett-Stanford is the managing director.

The Magistrates' Clerk, Mr Parker, said the proceedings were under the Towns Police Clauses Act and the question for this Court was merely as to the propriety of sending the engine to the fire and the justice of the charges.

The amount, when settled, would be recoverable in another Court.

Mr W F Rutter, of Shaftesbury, represented the Tisbury Farming Company.

Mr Holdnall, who appeared for the Town Clerk, said the Brigade were called to the fire by a telephone message from Tisbury Post-office and he would prove that the call was made by Miss Shackleton, who was private secretary to Major Benett-Stanford, the managing director of the respondent company.

In response to the call, Station Officer Miggins proceeded to Wickwood Farm with a motor pump, and the Brigade worked for 23 consecutive hours, with the result that a rick of hay adjoining a rick on fire, and also some adjacent buildings, were saved from destruction.

The expenses of the Fire Brigade amounted to the sum of £69 3s 6d, and the account was rendered in accordance with the recognised scale of charges. The ricks and premises, according to a statement by Major Benett-Stanford, were insured at Lloyds, and there was also an insurance through the Hand-in-Hand Company.

There was no legal liability on the insurance company, but they paid the proportions of the Fire Brigade's charges settled by the assessors, Lloyds £3 12s 2d, and the Hand-in-Hand Company £43 2s 2d, leaving the balance of £23 9s 2d owing by the respondents. No satisfaction could be obtained from Major Benett-Stanford, and the Corporation therefore asked the Bench to determine the matter under the Towns Police Clauses Act.

Miss Elizabeth Thorne, postmistress at Tisbury, stated that on July 11th, 1921, at 9.15pm, there was a call at the side door of the Post-office. Miss Shackleton, who was chauffeur to Major Benett-Stanford, came in and asked for a call to Salisbury Fire Station. Witness got the number for her, and heard her speak to the Fire Brigade.

Cross-examined, Miss Thorne said she did not know whether Miss Shackleton had any connection with the Tisbury Farming Company.

The Magistrates' Clerk said a good deal of time might be saved if Mr Rutter could make certain admissions.

Mr Rutter said the question was whether his clients were liable at all.

Mr Parker: Surely you can admit that the Fire Brigade went there and rendered assistance at the fire, and the justice of the charges?

Mr Rutter said his clients were not the owners of the farm and in his submission were not liable for these charges.

Mr Fredk William Giband, of Bristol, fire insurance assessor, stated that he visited Wickwood Farm on or about July 11th and saw Major Benett-Stanford on behalf of Lloyds. Major Benett-Stanford claimed that 30 tons of hay was destroyed.

He put a question as to the buildings and the Major replied "They belong to us".

Witness remarked "The Tisbury Farming Company?" and Major Benett-Stanford said, "Yes, my Company".

Witness then said "What about the other rick?" and the reply was "That is ours as well". The Fire Brigade's account had been passed at his office as being fair and reasonable.

In reply to questions, the witness said he did not know in whose name the insurance policy was to be made out. The policy had not actually been made out, but there had been correspondence between brokers in London and Major Benett-Stanford, and on that correspondence the office elected to meet the claim. The insurance had been arranged, but it was not put in the form of a policy.

Major Benett-Stanford insured the hay at £1 a ton, and the amount had been paid. He was aware of the existence of a letter dated July 19th 1921, from the Tisbury Farming Company, signed John Benett-Stanford, in which he stated that in Salisbury Market that day he discussed the price of hay with several of the leading farmers, and found that a fair price for hay was £7 10s per ton.

He made a claim for 30 tons at that price. Witness did not know who the Tisbury Farming Company were, or the difference between Major Benett-Stanford and the Tisbury Farming Company.

Mr Rutter said he would submit that as the Tisbury Farming Company were not the actual owners of the farm, there was no case against them under this section. There might be a remedy against them elsewhere, but not in this particular way.

The Chairman said the Bench would adjourn the case and order a subpoena against John Benett-Stanford.

Western Gazette Friday 23 March 1923

Farm Fire Sequel

Withdrawal of Summons against Tisbury Farming Company

At Salisbury Petty Sessions on Monday, Mr Holdnall applied for permission to withdraw the summons issued by the Town Clerk of Salisbury against the Tisbury Farming Company in reference to the unpaid balance of charges by the Salisbury Fire Brigade for attendance and services at the fire at Wickwood Farm in July 1921.

During the previous hearing, a question of liability was raised and the Bench adjourned the case and ordered a subpoena to be issued for the attendance of Major Benett-Stanford.

Mr Holdnall stated that he had been in correspondence with Mr W F Rutter, who represented the Tisbury Farming Company, and he fully anticipated that a settlement would be arrived at. If the Bench allowed the summons to be withdrawn, he did not think they would be troubled any further in this matter. The Bench granted the application.

Western Gazette Friday 30 March 1923

Wickwood Farm Fire Charges

Salisbury Brigade's Unsettled Account

A further effort was made by the Salisbury Town Council on Monday to recover a balance of Fire Brigade's charges for attending a rick fire at Wickwood Farm, Tisbury, in July 1921. The Brigade's charges for attendance and use of appliances, journeys, &c., amounted to £69 3s 6d, of which £45 14s 4d was paid by the insurance companies, leaving a balance of £23 9s 2d.

In March, the Corporation sought to obtain an order of the Justices against the Tisbury Farming Company Ltd., but the proceedings were not carried to an issue, as the Company were not the owners of the farm or the persons drawing the rack rents.

Proceedings were now taken against Colonel J M Benett-Stanford and Mrs Benett-Stanford, who were represented by Mr Rutter, of Shaftesbury. The case was called on at Salisbury City Petty Sessions on Monday.

Mr Rutter at once raised the point that the justices competent to make an order under the Act were the justices of the Petty Sessional Division in which the fire occurred, and not the justices for the City which supplied the fire engine. He admitted that there were no authorities to be quoted one way or the other. The Chairman, Mr C J Woodrow, said the Bench were satisfied that they had jurisdiction in the matter.

Mr Jackson, who represented the City Council, said the Bench had to decide as to the propriety of sending the engine to the fire, and if satisfied upon that point, whether the expenses incurred were properly chargeable to the person against whom these proceedings had been taken.

Evidence was given by Miss Elizabeth Thorne, postmistress at Tisbury, that Miss Shackleton called the Brigade by telephone from that office. She stated that she knew Miss Shackleton as a lady who drove the Pyt House cars, but could give no reason for an impression that she was in the employ of Colonel Benett-Stanford.

Station Officer Miggins, of the Salisbury Fire Brigade, received Miss Shackleton's call, and said he and two men proceeded to Tisbury with a motor pump, and were away for 23 hours. Miggins was cross-examined on the items of the account. He said the charges were in accordance with a scale approved by the National Fire Brigades' Union and the Home Office.

Mr F W Giband, a member of a firm of fire assessors, explained that the insurance companies, although under no obligation to do so, paid the Brigade's charges according to the ricks covered. Colonel Benett-Stanford claimed for the hay damaged at £7 10s a ton, but he had only insured it for £1 a ton, and the balance of the charges now at issue was in respect of the value of the hay not covered by the policy. Apart from minor questions as to the propriety and reasonableness of the charges, the main issue of the case was whether Colonel Benett-Stanford and his wife were the persons liable under the Towns Police Clauses Act.

Mr Jackson read from a draft of the lease of the Pyt House Estate to Colonel and Mrs Benett-Stanford, a proviso that the rents should be paid to Mr George Gordon.

Colonel Benett-Stanford, who gave evidence, said he was not the owner of the Pyt House estate, and he was not the person who received the rents. He gave no authority for the Brigade to be summoned to the fire. He was in London at the time. Miss Shackleton was not employed by him and had no authority from him.

Cross-examined, Colonel Benett-Stanford said he sometimes lent Miss Shackleton a car. He could not say what led to an impression that she was employed by him.

Mr Jackson: Do you question the propriety of sending the engine to the fire?

Witness: Yes. I did so as soon as I heard it was sent.

You made no complaint to Mr Giband about it. Is he speaking the truth? I have not the slightest idea. I would not for a moment say he is a liar (laughter).

At the time you saw Mr Giband, you had no idea what the account would come to?

I had not the faintest idea.

You know that they tried to get a fire engine from Shaftesbury and failed?

Yes, I know that.

You have been out to contest this claim from the beginning?

Yes.

Have you ever made an offer to put the Corporation in touch with the person responsible?

I have never been asked to do so.

You have had plenty of communications from the Brigade, the Town Clerk's Office, and my firm?

Yes.

You write to my firm "I am quite willing to fight, but I don't quite like fighting old friends like you". In fact, you have thrust every possible difficulty in the way?

I have, because I think the whole thing is an imposition.

You have no feeling of gratitude towards the Brigade for protecting your buildings?

They were never in danger.

Have you been content to put our letters in the fire instead of passing them on to anybody else for attention?

Certainly, they have all gone into the waste paper basket.

Have you done one thing to put us in touch with anybody else who may be responsible?

I don't see who else I could have put you in touch with.

Mr Jackson: Neither do I (laughter).

Mr Rutter argued that Colonel Benett-Stanford and Mrs Benett-Stanford could not be held liable because they were not the owners and were not the persons who actually receive the rents. He also questioned the propriety of sending a fire engine a distance of 17 miles from Salisbury, and the reasonableness of the charges, contending that the statute limited the claim to the expenses actually incurred.

The Chairman said the magistrates were of opinion that the charges were quite accurate. They did not at all agree with the opinion that the charges should be limited to the actual expenses incurred by attendance at a fire. The expenses of a Fire Brigade went on throughout the year, and there were appliances to be maintained, and depreciations to be taken into account.

With reference to the propriety of sending the engine to Tisbury, they thought it was a very fortunate thing for the district that there were fire appliances available at Salisbury. In this case they had heard that application was made to Shaftesbury for an engine, but that town could not respond to the call. Fortunately Salisbury was able to respond and in the case of a motor engine, a distance of 17 or 20 miles was of little consideration. The Bench found that the charges were accurate and that it was proper to send the engine in response to the call.

On the point of liability, the magistrates were not satisfied on the evidence that the defendants were the owners of the land and buildings to concur with the provisions of the Act, and the Bench were therefore unable to make any order.

Western Gazette Friday 02 November 1923