

Some court cases in which Edward Garnet Man appeared as a barrister either for the plaintiff or the defendant.

The Times July 23 1881

(Sittings at Nisi Prius, before MR. BARON HUDDLESTON and a Common Jury.)

SQUIRES V. STURMAN.

Mr. Garnet Man and Mr. Morton Brown were counsel for the plaintiff; Mr. Jarvis and Mr. Frankerd for the defendant.

This was a somewhat curious case. It was an action for a breach of contract and to recover damages for the wrongful dismissal of the plaintiff's daughter, Miss Florence Squires, £15 premium, paid and £12 10s. six months' salary. The defendant denied the dismissal, said that if he did contract with the plaintiff, Miss Squires absented herself without reasonable cause from her employment, misconducted herself, and refused to obey his lawful orders, which justified him in dismissing her, and he counter-claimed for a false and fraudulent misrepresentation by the plaintiff that her daughter was competent to fulfil the duties of assistant-secretary, and for £3 16s. 4d. for necessaries, tea, ale, &c., supplied to Miss Squires while at his establishment, and this the plaintiff admitted to be due. The plaintiff is a widow lady, lately residing at Dalston, and she said she saw an advertisement in April, 1880, for an assistant-secretary at the defendant's ladies' school, then carried on at 44, Ennis-road, Finsbury, by Dr. and Mrs. Sturman. The salary was to be £25 a year, increasing £5 half-yearly up to £50. She accordingly called with her daughter, and offered a trial of the girl, then 16 years old; but this was declined and her services were accepted. She paid £15 premium and got a receipt with a note at the bottom that the service was to be for not less than two years. In August she saw another advertisement for another secretary; and she called on Mrs. Sturman to ask what this meant, and if they wished to turn her daughter off. But she was informed that there was plenty of work for two secretaries. Her daughter's salary was to be paid quarterly, and the girl left on October 15 after receiving a note on the 14th headed "Important notice to Miss Florence Squires," which had upset her greatly and caused her to go home for that day. She, however, returned next morning when Dr. Sturman dismissed her. She had not been paid either the premium or the salary, and this writ was issued on October 23, 1880.

In cross-examination, the witness said she had not told the defendant her daughter was in the 1st class at the Haberdashers' School, or that she had only just left school; her daughter had said she hoped she was sure of her spelling. There might have been complaints about the spelling, and about her having mislaid a register of pupils' addresses, just before the end of the vacation, when it was necessary to summon the pupils back.

Miss Florence Squires was called and corroborated these facts. She had been dismissed by a note on the 15th of October. The "notice" ran:—"So much work being practically spoiled through your wilful carelessness and negligence, you are requested to give your thoughts to the business in hand and not dream, &c., while writing &c. I shall charge you for all the work you have spoiled and destroyed. -E. Albert Sturman."

Cross-examined.—Miss Squires admitted there had been complaints as to her spelling and that she had spoiled many sheets of "headed" note-paper. She was confronted with several sheets of a library catalogue in which the following errors occurred—"calender" and "callender," for "calendar," "directorys" for "directories," "abroard" for "abroad," "manuel" for "manual," "miscellaneous" for "miscellaneous" and "Yorkshire Duddin," for "Yorkshire Pudding." But this, his Lordship said, might arise from the vagueness of the initial letter on the book itself. Mrs. Sturman had said she thought she ought to receive back either the premium, or her six months' salary.

This closed the plaintiff's case, and Mr. JARVIS having opened the defence, called Dr. Sturman. He said he had been assured that Miss Squires could write and spell well and had been in the 1st class at the Haberdashers' School. She gave him a great deal of trouble, and nothing was properly done. She could not write straight, and he had taught her pot-hooks and hangers, and she improved very much. He had cautioned her about mislaying the book of addresses, which was found in a desk which he never used.

To his LORDSHIP.—He had never complained of her to her mother about this, and he never intended to discharge her. Her inattention was not enough to warrant him in his dismissing her. He had never suggested it, because he could teach her. There was no misconduct on her part, and he would take her back if she would apologize for rudeness to his wife.

Mrs. Sturman was called and said her husband had not wished to dismiss Miss Squires, but had told her after absenting herself without leave she had better fetch her mother, and come to some amicable arrangement. She had not kept the letter which contained this proposal. She did not wish to discharge her, though her conduct might have justified her in so doing. Asked by his Lordship to specify what this was, witness said Miss Squires had refused to come into the schoolroom on several occasions; once she had broken her watch glass by sitting on it, and having left the room, could not be induced to return to it again. She would not go into the algebra class when told, or bring a basin of paste when ordered to do so. She had complained four times to the plaintiff about her daughter.

Jane Turner, a servant girl, described the giving of the "notice" on October 14. The plaintiff's daughter when offered the key of her office by the witness, had said "I don't want it; I'm going away, and shan't come back." Dr. Sturman had read the notice to her, witness saying it would make Miss Squires more cautious. Miss Squires spoiled a good deal of paper. She had not been dismissed, though if she had it would not be more than, in her (witness's) opinion, she deserved. She was on friendly terms with Miss Squires.

Mrs. Squires and her daughter were then recalled to contradict the defendant and his wife on the points as to the complaints and dismissal.

After the addresses of counsel,

MR. BARON HUDDLESTON summed up. The learned Baron said the case was not without difficulties, and both counsel had ignored the issues and the pleadings, which he would endeavour to lay before the jury clearly. His lordship then briefly sketched the history of the case, saying the charge of carelessness and bad spelling against Miss Squires seemed comparatively trifling, and misconduct there was none. He dared say there was some discontent at her incompetency; but was the "important notice" written with the object of getting her to go of her own accord, and so relieve the defendant of liability? Why read it to the servant girl, who was evidently a warm partisan? The following were the questions he should leave to the jury:—1. Was there a contract with the plaintiff by the defendant, as proved by the receipt of £10 premium?

Answer.—Yes.

2. Did the defendant dismiss Miss Squires?—Yes.

3. If he did, then, according to the words of the pleadings, did she absent herself without reasonable cause and refuse to perform her duties?—No.

4. Did Miss Squires misconduct herself, refusing to obey the defendant's lawful orders? If she did he would be perfectly justified in discharging her.—No.

As to the counter-claim, did the plaintiff falsely and fraudulently represent that her daughter was competent to fulfil the office of assistant secretary?—No.

Then as to damages the jury ought to be careful; the plaintiff was entitled to reasonable damages for her daughter being dismissed so early in a two years' engagement. It would not be right to give her the whole £60, as if she had served her full time. They would give her such

temperate damages as they thought fit, being guided by the likelihood of her getting another situation.

The jury found £52 10s. damages; but

Mr. JARVIS pointed out this was more than the sum claimed. Thereupon

His LORDSHIP said he would amend the claim; but perhaps the jury had better give £50, the sum named on the writ, which they accordingly did. The learned Baron then entered a verdict and judgment for the plaintiff on the claim for £50 and for the plaintiff on the first part of the counter-claim as to the false representation; as to the latter part of it for necessaries, &c., a verdict and judgment for the defendant for £3 16s. 4d.

## The Times April 16 1886

MISDEMEANOUR AND FRAUDULENT.

At CROYDON, Mr. FREDERICK BENNETT, a stockbroker, of 21, Birch-lane, City, and living at Wallington, was summoned by Inspector Turpin for having on the 11th inst. travelled in a certain carriage on the London, Brighton, and South Coast Railway without having previously paid his fare and with intent to avoid payment thereof. Mr. Brewer appeared for the prosecution; and Mr. E. Garnet Man, barrister, defended. Cuthbert Clarke, booking clerk at Wallington Station, deposed that he had known the defendant as a first-class season-ticket holder, but his ticket expired on March 31, and he was informed of this fact. On Sunday night he arrived by the train leaving London-bridge at 9 35 in company with two ladies, for whom he gave up two single tickets. Witness asked him for his own ticket, and he replied, "Season," and upon being requested to show it, said "Season ticket on a Sunday night; why it is absurd," and explained that he had not got it with him. With that he gave his name and address, and left the station. For the defence, Mr. Man said no doubt the defendant should have renewed his ticket on April 1, but being very busy he gave it to a friend to renew, and he was perfectly justified in presuming that he had done so. Mr. Charles Stewart, the gentleman referred to, said it was true that Mr. Bennett asked him to renew the ticket, but he did not intend to do so until he got the money for it. Mr. Brewer informed the Bench that, as a matter of fact, the new ticket was not applied for until the 12th inst., the day after this offence was alleged to have been committed. Mr. Man contended that there was no fraudulent intent, inasmuch as the company held a deposit of 10s. The Bench said if the defendant had acted honestly in the broad sense of the word, and explained the exact circumstances of the case to the ticket collector, probably nothing more would have been heard of the matter. Instead of that he said what was untrue. The case would be dismissed, but they would advise the defendant not to act in a similar manner again. The company were quite right in bringing the case before the Court.

The Times July 27 1886

(Before MR. JUSTICE A. L. SMITH.)

CLARKE V. BRADFORD.

This was an action to recover the price of 20 shares in

the Milford Haven Railway and Estate Company (Limited) under the following circumstances. In 1882 the plaintiff, Mr. George J. Clarke, applied for ten preference shares in the above-named company, which were allotted to him, and by virtue of them he also became entitled to the same number of ordinary shares. In due course the plaintiff paid up all the instalments which became due on the shares. In August, 1884, in consequence of what he saw in the report of the company, he called on the defendant, who was a solicitor and chairman of the company, and, according to his own evidence, told him he had seen that, in consequence of matters connected with the promotion of the company, some of the shareholders had got their money refunded, and that he should claim a return of his own money. The defendant advised him not to do so, and said that he would himself purchase the shares if the plaintiff would forego taking proceedings. The plaintiff assented to this arrangement, and by way of putting it in writing wrote to the defendant asking whether he would give him the option of selling to him the shares in question within 12 months. On October 7 the defendant replied, "I agree to purchase at the price and on the terms mentioned, you having the option to sell or not at the end of the 12 months as you may think fit." On this agreement the plaintiff now sued. In July, 1885, the plaintiff wrote to the defendant, accepting his offer to purchase the shares on the terms of the letter of October 7, and after some delay on the defendant's part the plaintiff's solicitor applied to him on October 7 to purchase the shares, when he finally refused to do so, and the present action was brought. The case now put forward for the defence was that there was no complete contract to purchase, but only an option offered to the plaintiff, that there was no consideration for the alleged agreement, and that the plaintiff never was in a position to hand over the shares. In support of this case, the defendant gave evidence denying that there had been any agreement that the plaintiff should forego litigation, which was the consideration relied on by the plaintiff; while it further appeared that the plaintiff had assigned the shares by way of mortgage to the United Securities Society, by whom notice had been given of a lien on the shares which still remained upon the register. On the other hand, it appeared that the mortgage debt had been paid to the assignee of the Securities Society before Mr. Plews, the plaintiff's solicitor, offered the shares to the defendant, and that Mr. Plews actually had the certificates with him. After hearing the evidence,

MR. JUSTICE A. L. SMITH, who, by consent of the parties, had tried this case without a jury, gave judgment for the plaintiff for the amount claimed (£200) with costs, and ordered the plaintiff to hand over the shares to the defendant.

Mr. Murphy, Q.C., and Mr. Bray appeared for the plaintiff; Mr. Kemp, Q.C., and Mr. E. Garnet Man for the defendant.

(Continued in Part II.)

ASHMORE V. SAIG ALAGEKUN BURTZWICK.

This was an action against the proprietor of the *Morning Post* to recover damages for an alleged libel. The statement of claim alleged that "on November 2, 1882, the defendant falsely and maliciously printed and published of and concerning the plaintiff the words following. She (meaning the plaintiff's wife) had, however, been frequently beaten by him (meaning the plaintiff) black and blue, and there were witnesses present to prove it. On the 26th ultimo he (meaning the plaintiff) beat her unmercifully because she had pawned not only her wedding ring, but her clothes and articles of furniture to support the home on account of his (meaning the plaintiff's) lazy and drunken habits, and not giving her a farthing to keep house and home together." The statement then went on to allege that in consequence of the publication the plaintiff was injured in his reputation and prevented from getting employment. The defence was a denial of the publication, and, moreover, that the defendant was a public journalist, and that the alleged publication was made *bona fide*, without malice, and for the public benefit.

Mr. Kemp, Q.C., and Mr. Garnet Man were counsel for the plaintiff; and the Solicitor-General (Sir Edward Clarke, Q.C.) and Mr. Lewis Coward for the defendant.

Mr. KEMP, Q.C., said, on behalf of the plaintiff, that the publication complained of appeared in the *Morning Post* in the form of the report of proceedings in a police-court against the plaintiff. Plaintiff, a person in somewhat humble circumstances, had been married some years before. The marriage turned out very unhappily, and on the 30th of October, 1882, the wife summoned her husband for an assault. He was remanded, and on a second occasion he was bound over to keep the peace. In the report of the proceedings in the *Morning Post* it was stated that "it appeared from the evidence," and then the account was given which was the libel now complained of. The learned counsel said that the account did not appear from the evidence, and that he should prove that no evidence was given at all of the acts alleged in the account.

The depositions taken before the magistrate were put in and read.

The plaintiff, James Ashmore, was called, and said he had been an auctioneer's clerk. He had been married in 1875 and led an unhappy life. He and his wife quarrelled in consequence of what he discovered of her previous life. She summoned him to Westminster Police-court on the 30th of October, 1882, for assault, and the case was remanded. On the next occasion a solicitor, Mr. Dutton, appeared for his wife, and said that for certain reasons she only wished her husband to be bound over to keep the peace. Witness said his wife did not swear the acts as alleged against him in the *Morning Post*. Other local papers had copied the report, and the consequence was he was much injured in character and unable to obtain employment, and was obliged to leave London and seek work elsewhere.

Other evidence was also given as to the relations between plaintiff and his wife and what took place in the police-court.

No evidence was called on behalf of the defendant, and the learned SOLICITOR-GENERAL, in addressing the jury on his behalf, said he could not ask a verdict from them for the defendant, because in fact the report had not been strictly accurate; but he said, taking the circumstances of plaintiff's general conduct into account and that he had not showed that he had suffered any real injuries, the damages against his client ought to be very small.

MR. JUSTICE DENMAN then summed up. He told the jury the case had been tried before, when some evidence had been given which had led the Judge who tried it to direct the jury to find a verdict for the defendant, which they did. On appeal the Divisional Court granted a new trial. His Lordship then told them that in estimating the damages they should take into consideration the circumstances as elucidated by the evidence and the conduct of the plaintiff.

The jury found a verdict for the plaintiff for £40, and judgment was given accordingly, but his Lordship refused to certify for a special jury.

COUNTY OF LONDON SESSIONS.

(Before MR. MCCONNELL, Q.C., Chairman, sitting at Newington.)

ALEXANDER BECKMANN, 29, watchmaker; MAX RATTMANN, 21, waiter; and JOSEPH DOLLNER, 19, waiter, were indicted for committing burglary in the house of Alfred Duché, in Alleyne-park, Dulwich, and stealing a quantity of plate and other property, worth £80; and LIZZIE RATTMANN, 20, and JOSEPHINE NINK, 21, were indicted for feloniously receiving part of the stolen property. Mr. Garnet Man was for the prosecution. On the morning of November 9 it was found that the prosecutor's house had been broken into during the night, the thieves having got in by forcing the catch of the dining-room window, and a quantity of property had been stolen. The same day the two female prisoners went to a pawnbroker's shop kept by a Mr. Bingham, in London-road, and offered a number of knives and forks in pledge. Mr. Bingham questioned them, and, not being satisfied with their answers, sent for a constable, who took them into custody. The knives and forks were afterwards identified by Mr. Duché as his property, and the two women then made statements implicating the other prisoners. It was found that all the prisoners except Dollner lodged in a house in Commercial-road, Lambeth, where Dollner constantly visited them. Detective-sergeants Oxley and Hancock went to the house, where they found the three male prisoners. On searching a room occupied by Beckmann and Nink Oxley found, concealed under the bed-clothes, two silver mugs, which were afterwards identified as having been stolen in a burglary committed at the house of Mr. Xavier Costelli, in Streatham, on the night of November 12. When Oxley found them Beckmann said, "I'm done," knocked Oxley down over the bed, and rushed downstairs. He was, however, caught by Hancock, who was engaged in searching a room below occupied by the two Rattmanns. In that room Hancock found a brass cup, stolen from the house of Mr. Frank Hadden, in Alleyne-park, a few doors from Mr. Duché's on the night of September 28. The jury *Acquitted* Dollner, but found the other prisoners *Guilty*. Detective Inspector Fox said that Beckmann escaped from prison in Germany in 1897, and would be extradited in due course. The girl Rattmann, whose real name was Deimer, was respectable until lately, when she went to live with the male prisoner Rattmann. Her relations were anxious to send her back to her mother in Germany. Mr. McConnell sentenced Beckmann to 21 months' hard labour, Max Rattmann to 18 months', and Nink to three months', and postponed sentence on Lizzie Rattmann until arrangements could be made for sending her to Germany.