

IOW Observer

February 24<sup>th</sup> 1866

JURY CASE – DISPUTE BETWEEN FATHER AND SON. – Philip Duffett v. James Duffett. – Mr **Urry** appeared for the plaintiff, and Mr White for the defendant. – Mr **Urry** said this was an action by Philip **Duffett** against James **Duffett** amounting to £50, which his client had reduced in order to bring it within the jurisdiction of this court. Up to November, 1863, there had been a partnership between the father and son. – His Honor here interposed, and hoped that the parties would retire and settle it, and not let a case of so painful a nature be tried publicly in the Court. – Defendant observed that he would rather it should be tried by the Court, as £6 8s 8d had been paid into Court. – Plaintiff, on being sworn, said that in the month of December, 1864, he had dealings with his son, previous to which they had been in partnership. They shared £300 between them at the dissolution of the partnership. They went to London on the 4<sup>th</sup> of December, 1864, and he (plaintiff) bought seven beasts for £147, and his son took them at the price he himself had given for them. He made no payment at that time, but paid £10 before Christmas. He had afterwards received £88 on the same account. He made many applications for payment, but could not get it. – Cross examined by Mr **White**; The seven beasts cost £147. He had not sold either of those beasts to Mr **Horn**, of Portsmouth. He had been bankrupt in 1863. He used to job after that – anything to earn a honest pound. His son used to attend to the shop trade. At Christmas, 1864, he had no house; it was his son's, and his wife looked after the house for her food and lodging. He was ordered out of the house by his son in February, 1865. He had not assisted in his son's shop at Christmas, 1864, as he had his Christmas dinner in London. His son gave him £10 on account. He had £150 as his share when they dissolved partnership. He had seen parties from Ryde at the London Market. His son was not with him when he bought the bullocks, as he had finally settled with his son before he went to London. It was not to buy goods under the partnership, and he had not sold a quarter of the beef after it was slaughtered, as it was sold before it was slaughtered (laughter). Mr **Allen**, of Newport, had it, but his son had the money for it. – Mr **White** said it was his duty to appear in a most unfortunate case, between father and son. He had tried to settle the case in June last unsuccessfully. His client had been in business for years, and the father had been from time to time engaged by his son in purchasing, and the money that purchased those beasts came out of the money from the till, which had been taken in the business. The partnership was not dissolved till January, 1864, when the son paid £100 in gold as his father's share. It was paid in the presence of Mrs **Duffett**, his client's mother, and therefore the plaintiff was not entitled to sue him at all. – Defendant said in 1862 his father had a shop at Ventnor, and in 1863 became a bankrupt. After that his father became dissatisfied, and he told him he may leave. On the 4<sup>th</sup> December he went to London with his father and several persons from Ryde. There were five of them, and they all slept in one room. His father bought some beasts, and said, "Jem, I've bought some beasts," and he (defendent) paid £100, and his father paid £50. The money his father paid came out of the till. They had a bout £200 in

house, and his father took half and himself half. Some of the beasts were sent to Newport market, but did not sell, and he slaughtered them all and sold them in the business, except one hind quarter, which his father sent to Newport. He had since received the money for that. His father and him were in partnership till January, 1865. – Plaintiff re-examined, said he had gone to London and purchased beasts after the former transaction for his son, who gave him money for that purpose. – Defendant said in January, 1865, his father wished to leave, and they looked over the books, and he gave him £100 as his share. He went away, saying he thought he would go to Germany. He did not expect to see him again, but in a few days came back with two oxen, and defendant told him whatever he had he would pay for, and he bought these two beasts and paid for them. He produced the book showing the first transaction in that way, dated 23<sup>rd</sup> January, 1865. He had paid him over £800 since that time, and produced the bank book, commencing March, 1865. – His Honor thought that after this evidence, the case should proceed no further. – Defendant said with reference to two small items paid into Court, it arose out of a deal for some sheep in April. He had kept his mother for the last twelve months, and had purchased many things of his father up to May, 1865. – Cross-examined by Mr **Urry**; He had not purchased any beast on that day, but on his oath he had paid £100 on the beasts in question. – His Honor; Plaintiff has sworn that he paid the whole amount himself. – Defendant said he had never kept any stock book till after the dissolution of the partnership. – Defendant said there was nothing said about separation till Jan., 1865. – Joseph Kingswell, of weeks, said he went to London with **Duffett** and his son and some others. They all slept together, and next morning went to the Newgate market. They strolled about for an hour or two, and then went to a public house altogether. **Duffett** and his son both produced money for payment for some beasts. – Cross examined; Heard no reckoning, nor could he say how much each had paid. It was all paid in one sum. – His Honor said it behoved the plaintiff to prove certain things to establish his case, which he had not done up to that time. – Edmund **Horn** of Southsea, son-in-law of the plaintiff, said in December, 1864, he had two of the cows, and paid the stock price. He was quite sure they were the property of the partnership. – Mr **Urry** here withdrew from the case, and the jury immediately returned a verdict for the defendant, with costs out of the amount of £6 8s paid into Court.

Source: IW Observer 24 February 1866

Researched and typed by Jo Banks and contributed to RSHG website 28 April 2010