## Philip Duffett 1817 - 1885

Philip Duffett was the son of Thomas Duffett and Sarah Adams. Thomas and Sarah were married on 17<sup>th</sup> February 1811 in Sturminster Newton, Dorset. They had the following children;

- 1. Thomas, born 1811
- 2. Sarah, christened 1813. Sarah married Henry Howse.
- 3. Philip, christened 1817
- 4. John, christened 1817
- 5. Henry, christened 1824. Henry died in 1830 in Sturminster.
- 6. Elizabeth, christened 1827
- 7. Louisa, christened 1828

Philip married Elizabeth Garland on 22<sup>nd</sup> May 1838 in Poole, Dorset.

Philip and Elizabeth Duffett moved to the Isle of Wight in the early 1850's

Isle of Wight Observer Saturday February 9<sup>th</sup> 1861

[Also appears on following dates; February 16<sup>th</sup>, February 23<sup>rd</sup>, March 2<sup>nd</sup>, March 9<sup>th</sup> and March 16<sup>th</sup> 1861]

The Public are respectfully informed that PHILIP DUFFETT, Butcher, of Ryde Market, continues to supply PRIME QUALITY MEAT at the same Reduced Prices.

# Isle of Wight Observer Saturday 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 (defendant) paid £100, and his father paid £50. The money his father paid came out of the till. They had about £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 oxon, 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 pain 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 publichouse 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.

#### **COUNTY PETTY SESSIONS**

Philip Duffett was charged with writing two letters, reflecting on the character of MR S. Knight Hare, butcher, Upper St. James's-street. - Mr Hooper appeared for the complainant, and Mr W. E. Beckingsale for the defendant. – Mr James Dennison said he was manager to Mr Gillett, provision contractor, London, and had had the contract for supplying Parkhurst barracks with meat. A short time back, when residing at Forest Side, Isle of Wight, he received the two letters produced from the defendant, in which he made serious reflections on the character of the complainant [ The letter were read.] A few days after he had received the letters, he saw the defendant in Newport, and had a conversation about their contents, and he then said to him that he ought not to have made such serious charges against Mr Hare unless he was prepared to sustain them. The defendant repeated his charges; and said that the complainant and a person named Read, agent for Mr Gillett, at Parkhurst, were in collusion in robbing Mr Gillett, and that the cauls of three sheep which he, the witness, had bought in Newport Market for the supply of the garrison, he had seen hanging in Mr Hare's shop. He also stated that Mr Hare, with the assistance of Read, exchanged good mutton for mutton of an inferior quality, to the advantage of the former, and that the two were in the daily habit of robbing Mr Gillett. Immediately after the defendant had made the above statement he went to the slaughter house, where he found the cauls of the three sheep, which were subsequently sold to Messrs. Goldon and Vilbert, tallow chandlers Newport. - In cross-examination the witness said they occasionally sold to Mr Hare the surplus joints not required at the barrack. - The defendant was committed to take his trial at the next Quarter Sessions.

Isle of Wight Observer Saturday March 27<sup>th</sup> 1875

## **RYDE PETTY SESSIONS**

*George Wells,* of Ryde was summoned for using threatening language to **Philip Duffett**, of Horsebridge Hill, near Newport. – Mr Hooper appeared for defendant.

Philip Duffett stated that he was in the employ of Mr Salter, a butcher, on Horsebridge Hill. At half-past 3 in the afternoon of March 18<sup>th</sup>, he saw the defendant at the Army slaughterhouse, Horsebridge Hill. Defendant asked him where the governor was? On his (witness) asking him if he meant Mr Salter, defendant replied he did. He told him Mr Salter was from home, and would not be back before 5 o'clock, and asked defendant what he wanted. Defendant said he wanted to show Mr Salter some meat, and he told him it was no use asking as he was sure he would not buy anything of him. Defendant said Mr Salter had bought some of him the day before, and witness replied he did not think he had. Defendant then began to abuse him and call him names, and charged him with killing his wife. On telling him to go away, he threatened to smash his head in, and came up as if he were going to strike him, but did not do so as witness stepped back. Defendant remained in the yard for some time abusing him.

By the Bench. – Defendant had a grudge against him because he depreciated his meat, and he believed he would do him an injury if he had an opportunity.

By Mr Hooper. – After defendant had accused him of killing his wife he did say to him "If you had you due you would be in the convict prison."

Edith Linington deposed that between 3 and 4 in the afternoon of the 18<sup>th</sup> she was standing at her garden gate, which was within a stone's throw of Mr Salter's yard. Complainant and defendant were then standing

against the door of the slaughterhouse. She heard defendant abuse complainant about his wife and about the meat. She also heard him tell complainant that he had kicked his wife to death and borrowed money to buy another. The defendant then put up his fists to strike complainant, but could not do so as the door was between them.

By Mr Hooper. – She did not hear complainant say anything to defendant?

Ellen Shirlow stated that she lived on Horsebridge Hill. Between 3 and 4 on the afternoon of the 18<sup>th</sup> she saw complainant and defendant talking in the yard. She was in the yard about ten minutes, and during that time she heard defendant threaten to kill complainant.

For the defence, Mr Hooper said that if defendant had wished to do complainant any harm he had a good opportunity of doing it then; and he thought there was no reason for his being bound over to keep the peace.

Defendant was bound over in his own recognizance of £10 to keep the peace for six months.

Isle of Wight Observer Saturday July 31<sup>st</sup> 1880

## "TAKE YOUR LONG JOURNIES YOURSELF."

George Bennett, of Swanmore, was summoned for using abusive language towards **Philip Duffett**, of Monkton-street. There was a slight discrepancy in the evidence in this case. Complainant alleged that defendant met him in the High-street on the previous Wednesday evening and asked him "What he was going to stand." On his refusing to "stand" a number of ingenious reflections as to complainant's personal habits, garnished with a variety of choice oaths, were stated to have been indulged in by defendant. — Defendant denied the charge *in toto*, and said that meeting complainant in the High-street he asked him to settle a "little bill." Complainant thereupon replied, "You black whiskered ------. You ought to have been in ----- years ago." Defendant simply replied, "Take your long journies yourself!" and passed on. This statement having been corroborated by Ernest Coombes, who happened to be passing through High-street at the time, the Bench dismissed the case.