

### CLAIM BY RYDE DOCTORS

Edward Leslie HORSBURGH, Frederick Wilson HARLOW, and John DOCKRAY, of Ryde, physicians and surgeons practicing as HORSBURGH, HARLOW and DOCKRAY, sued James George DUFFETT, of 3 Wood-street, Ryde, for the recovery of five guineas for professional services rendered to the defendant's wife, the late Mrs. DUFFETT at his request. – Mr. G. S. GREEN appeared for the plaintiffs and Mr. W. D. W. BUCKELL for the defendant. – Mr. GREEN said this was originally a claim for £54 8s. 6d., and £43 13s. 6d. had been paid into Court. A fee of five guineas for a consultation was in dispute – Dr. HARLOW said he attended defendant's wife in 1932. The last item of the claim for attendance during December, 1932, had been abandoned. Dr. GAYNOR was called in in consultation on December 3<sup>rd</sup> and paid five guineas.. – Cross-examined: In the original account the fee to Dr. GAYNOR was not specified. – His Honour pointed out that the account did not agree with the particulars. The first item in the particulars was £12 3s. 6d., but the first item in the bill was £17 8s. 6d. According to plaintiff's particulars the five guineas which was not paid until December was included in the £17 8s. 6d. What was the explanation of that? – Witness said he supposed that was an error. It was not usual for people to ask for those particulars. – His Honour: But when they do it is usual to be accurate. You sent a bill to October including a fee which was not paid until December. I don't quite understand why. – Mr. BUCKELL contended that that was one and the same item. - His Honour said it seemed that the plaintiffs paid the consultant's fee with the knowledge and consent of the defendant, but put the wrong date for the payment in the original bill. – Mr. BUCKALL (to witness): You are sure of the date you paid Dr. GAYNOR? – I can't be sure of the exact date. – His Honour: Surely you can tell me the date Dr. GAYNOR was paid? – He was paid on March 13<sup>th</sup>, 1938. – The receipt was produced, and His Honour entered a note to the effect that the receipt being produced the witness agreed that it was March 3<sup>rd</sup>. – Mr. BUCKELL: - You are sure it was not the 19<sup>th</sup> August 1932? – Yes. – Mr. BUCKELL handed witness a bill of particulars and asked if it was correct. – Plaintiff replied that it was incorrect. – His Honour: Is there anything about your bill that is correct by any chance? – Mr. BUCKELL: Is the first account you rendered correct? – Yes. – Q. You have charged no fee on that for consultation. – It is not specified. – His Honour said the fact remained that with the defendant's consent plaintiffs paid five guineas to Dr. GAYNOR. – Mr. BUCKELL: Are you sure the five guineas you charged on the first bill is not for the consultation fee? – Yes, I am quite sure. – Mr. GREEN said this was a very confused matter. The plaintiffs were pressing for the remainder of the claim as a matter of principle. The whole of the circumstances were very unfortunate for the defendant, and the plaintiffs had a good deal of sympathy with him. They were willing that the five guineas should be devoted to charity. – His Honour said he was not interested in that. The fee was paid with the knowledge and consent of the defendant and the plaintiffs had not received it. There would be judgement for the plaintiffs for five guineas. No cost would be allowed owing to the extremely muddled way in which the particulars had been rendered.

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