

PORTSMOUTH COUNTY COURT.

THURSDAY.—Before Judge P. M. Leonard, Esq.
SINGULAR TRADING DISPUTE.—Edward Brown v. Gerhard Helmeke.—The plaintiff in this case is a livery stable keeper, residing at 229, Somers-road, Southsea, and the defendant was described as a commission agent and merchant, dealing in peat moss, which he largely advertises all over the country as suitable for stable litter, and carrying on business at No. 88, Bishopsgate-street-Within, London. The claim was for £10, and arose under somewhat singular circumstances. The plaintiff's attention was attracted by the advertisements in the newspapers, and he wrote to the defendant asking to be supplied with four tons of the litter at 50s. per ton. Defendant replied that the price was remarkably low, but that he would send the litter if plaintiff would send him a cheque for £10 in advance. The cheque was sent, and its receipt duly acknowledged by Helmeke, who further agreed to deliver two tons of the goods at Portsmouth and two tons at Gosport. This he failed to do, and wrote, alleging that the fault rested with the Railway Company. The plaintiff was unable to obtain the litter, and was equally unsuccessful in getting back his cheque, whereupon he commenced these proceedings.—The defendant did not appear, and His Honour gave judgment for the plaintiff, payment to be made within seven days. Plaintiff was represented by Mr. E. J. Harvey.

DISPUTED RIGHT TO A WELL.—James Beames, farmer, and William Willis, miller, v. William Sims, of the Heroes of Waterloo, Clayhall, Gosport.—Mr. King (instructed by Mr. Donnithorne, of Fareham) appeared for the plaintiffs, and Mr. A. S. Blake for the defendant.—The action was brought to restrain the defendant from using water from a well on the plaintiffs' premises, and also £1 for damage done. The point turned on a question of title. It appears that the rights of the property, which was situated at Funtley, near Fareham, and consisted of three houses, rested from 1843 to 1879 with Mr. George Bartholomew, and after his death it was sold by auction on 2nd May, 1881, by the trustees, who are the present plaintiffs. Beames had lived opposite the property 27 years. There was only a well on Lot 1, and the tenants of the other houses, 2 and 3, were in the habit of getting water from the well. Mr. Beames bought Lot 1, and the defendant the other two. No. 1 was let to the other plaintiff, Mr. Willis. The well was dug in 1850, when Lot 1 was built, but the tenants of 2 and 3 did not commence drawing water from the well until after Mr. Willis occupied Lot 1. Previously they had only occasionally been obliged with a little. Willis's tenancy began in 1868. There was nothing said at the auction as to the right of the tenants of 2 and 3 to draw water from the well at No. 1. At first they were only allowed to draw water on week days; on Sunday the gate was locked. About twelve months since Beames told defendant he should charge him 10s. a year for the use of the water, but he only offered 5s. Nothing more was then said on the subject. On the 28th August defendant broke the lock of the wicket leading to No. 1, and drew water from the well.—In cross-examination, Beames said that on Sundays the place was used as a chapel, so the gate was not locked the entire day.—Mr. Blake contended that the property was sub-sold, with all the privileges and rights which previously appertained to it when one property.—Mr. King, however, argued that the tenants of Nos. 2 and 3 had only been allowed to take water on sufferance.—Willis, in cross-examination, said that on one occasion when he locked the gate on going out he gave the key to one of the other tenants.—Mr. King urged that there was no special permission to draw water inserted in the lease.—Mr. Blake said the tenants had for years been permitted to take the water, and he argued that they had a right to continue to do so.—His Honour said he would reserve judgment until next Court day, and the tenants of 2 and 3 were in the meantime to go on using the water without prejudice.

DEEPENING A WELL.—William Hobbs v. J. Teale, Beechwood House, Rowland's Castle.—Mr. Feltham for the plaintiff, and Mr. King for the defendant.—This was an action to recover 37. 10s. 10d., balance of 97. 0s. 10d., for deepening a well for the plaintiff at Rowland's Castle.—Plaintiff was engaged to deepen a well for the defendant, and for materials and labour employed a bill for 97. 0s. 10d. was sent in. Defendant paid 57. 10s., and told plaintiff if he asked him for any more he would have him up for endeavouring to obtain money by false pretences.—The defence was that instead of deepening the well the plaintiff enlarged the diameter at the bottom, so as to represent that a lot of earth had been taken out. Defendant said plaintiff had to deepen the well at 6s. a foot. When he started it was 57ft. deep, and plaintiff only went down about 9in. or 10in. Another man had since deepened the well 4ft. in less than two days, and charged 17. 2s. He denied having told the plaintiff that he would have him up for endeavouring to obtain money under false pretences.—His Honour gave judgment for the defendant.

A DISPUTED PARTNERSHIP.—The case of Thos. Bennett Mottram, of Marston-road, Stafford, boot manufacturer, v. George Wheatcroft and Mary Cave, trading as George and Co., of 32, High-street, Gosport, booksellers, occupied several hours in hearing. The claim was for 497. 17s. 6d. for goods supplied; also George Chamberlain, of Lake-road, Landport, claimed 17. 16s. for printing.—Mr. King appeared for the plaintiffs; Mr. Bullen, barrister-at-law (instructed by Mr. M. Hyde), for Mrs. Cave; and Mr. Feltham appeared for Wheatcroft.—Mr. King, in opening the case, said it was practically an action to prove whether or not a partnership existed. Wheatcroft was a journeyman bootmaker at Gosport, and his shop, where he carried on his work for his master, abutted on the workshop of Mrs. Cave, where she carried on her painting and plumbing business. In consequence of the two shops abutting on one another Walter Cave became friendly with Wheatcroft, and after that became to know the whole of the Cave family. The question then arose as to the advisability of putting Walter Cave out into the world. Interviews took place, and through Walter having seen Wheatcroft at his occupation, he seemed to have acquired a taste to become a boot manufacturer. Ultimately Wheatcroft saw Mrs. Cave, and it was suggested that, as Walter Cave was a minor and unable to enter into partnership, a partnership should be entered into between Mrs. Cave and Wheatcroft until such time as he came of age, and could take his part. The first interview took place on February 19th, 1883. At Mrs. Cave's request an interview took place between the parties at her house, and then arrangement was made for them to enter into partnership as bootmakers, and Wheatcroft was to give up his position as journeyman; that Mrs. Cave should put 507. into the business, and Wheatcroft 257. In pursuance of that arrangement the house 32, High-street, Gosport, was taken by both Mrs. Cave and Wheatcroft. After these arrangements had been made they instructed Mr. Howell, a clerk in the office of Mr. Donnithorne, to prepare an agreement. This was done and left with Mrs. Cave for about a fortnight, after which there was some discussion about the terms, and eventually it was signed by both parties and Mr. Mackrill, the landlord of the house. In the lease there occurred a passage showing that the agreement was between Mr. Mackrill, the lessor, and Wheatcroft and Mrs. Cave, "bootmakers and copartners in the trade, carrying on the business under the name of George and Co."—His Honour: Is Walter Cave of age yet?—Mr. King replied in the negative, and said when they started Wheatcroft and Walter went to London and bought stock of Jesse Wheatcroft. Another son, Arthur Cave, being better educated than the others, was put into the business, to keep the books. Another shop was taken at 315, Lake-road, Landport, with the concurrence of Mrs. Cave, in the name of "George and Co.," with the words, "And at Gosport." In addition to that the bills and business cards were printed "George and Co." The fire insurance policy was handed in, and was made out in the joint names of the parties. He should be able to prove that Jesse Wheatcroft, who was a creditor, had seen Mrs. Cave from time to time, and taken money from her for goods supplied.—George Wheatcroft said previous to February, 1883, he was a journeyman bootmaker for Mr. Thornton. Witness then detailed the conversations which he had with Mrs. Cave, as stated by Mr. King in his opening remarks. Mrs. Cave told him that Walter had been harping to go into partnership with witness, and both he and a Captain Main, who was present, said that Walter could not enter into partnership, as he was a minor. He had five or six interviews, and offered to put down 1007. to Mrs. Cave's 2007., but she said she could not do it; so it was agreed that Mrs. Cave should put 507. to his 257. He went to see about a house, and Mrs. Cave, on hearing the terms, said they would take it; but he was kept about two or three weeks waiting for the 507. When he got the money they bought 2007. worth of goods, and paid Mrs. Cave 507. deposit. As they wanted a better class of goods for the window, he made up a superior class of goods for his £25 (though it came to nearly £30), and he lost all his time.—Mr. Bullen said he was watching the case very closely, as he should charge Wheatcroft as a fraudulent deceiver of his creditor, and he was trying to get out of the difficulty at the expense of Mrs. Cave.—Witness said there were several bills of exchange given by the firm.—In answer to His Honour Mr. King said sometimes they traded as "George and Co.," and sometimes "George and Cave."—Wheatcroft said it was agreed to have the firm called George and Co., as Mrs. Cave did not wish her neighbours to think she was taking the bread out of their mouths. There never was very much money in the firm, and he used to have some and Mrs. Cave the other. He believed he took out the fire policy for Lake-road himself, but he could not be certain. Presently witness remembered that he took the policy out by Mrs. Cave's authority. When they could not pay witness's son they sent him back part of the stock, Mrs. Cave consenting. Over 1007. worth was sent back.—Cross-examined: He first went to Gosport six or seven years ago. He came from London.—Q. Where in London? A. Surrey-square, Old Kent-road. He had been there about 12 months. He was a partner with a person there in the leather trade in Bermondsey. The partnership came to grief.—Q. What was the partner's name? A. Hicks.—Mr. Bullen: Poor Hicks (laughter).—Q. Before that where had you been? A. Travelling for a firm of the name of Blake.—Q. Why did you leave? A. To better myself with Hicks.—Q. Well, before that? A. Oh, I can't recollect.—Q. Did you ever have any connection with Napper and Butler, leather merchants?—A. No.—He only took the name of George when he came to Gosport, thinking it more suitable to a working man. There was about 2007. worth of stock left in Lake-road, but it did not include the 1007. worth he returned to his son. His son traded in the name of Griff, a widow he married.—Mr. Bullen: Oh, and is he too ashamed of the aristocratic name of Wheatcroft?—He 1 had to pawn goods and borrow money to live since his failure.—Q. Did you move any of the goods by Chaplin and Horne?—A. Nothing, but what he sent to the creditors, nor did he pawn or sell any of it. He did not move any china except some plates which belonged to his son, and he returned them.

He also returned a bedstead and a mattress to his son. His son had three shops, and the goods were sent to the one in Tottenham Court-road.—Q. Where were you to get the 1007. from for the business?—A. I saved 1257. when working for Mr. Thornton. Mrs. Cave did not say she was willing to pay him a premium of 507. if he taught her son the trade and paid him 17. a week wages. The remaining 1007. which he had saved he was obliged to live on. He told Arthur Cave that he could not write, but he could a little. He had sent money to people and got cheques to send away when Mrs. Cave was not at home. Mrs. Cave had the same as him, 10s. a week.—Mr. Bullen: But that was given to Arthur for keeping the books.—In the Lake-road business he had a son working at 17. a week. He had 57. from the proceeds of the sale of the stock.—Mrs. Cave produced her bank-book and also her cash-book. She never received any money from the firm of George and Co., except to exchange it for cheques to be sent away. She did not understand what the lease actually meant, as she asked why she was to sign, as she would not be in the house or have anything to do with it. Wheatcroft then said that Mr. Mackrill would not let the house to him, but would to her if she would sign. She was not consulted about the Lake-road business. He merely said he thought of taking the business. She never saw any of the bills or books. The bill-heads were never published, by her consent, knowledge, or advice.—Cross-examined: She told Wheatcroft she would give him 2507. premium for her son, and he said he would give him 17. a week. When she signed the lease she was told it was only a matter of form. Wheatcroft asked her to buy the Lake-road business for her son, and, as he owed her money, it could be deducted from the purchase money. She was not aware that the Lake-road stock was insured, or that it was in her name.—Jesse Wheatcroft said he carried on business in Tottenham Court-road, London, and sold goods to the firm of George and Co. to the extent of £200 when they started business. In July, as the account was heavy, he came to see Mrs. Cave, but nothing was done. He came down on other occasions, and it was agreed by Mrs. Cave and her son that some of the goods should be returned and credit given for it.—Mrs. Cave, recalled, denied this.—Mr. Bullen, in addressing his Honour, contended that there was no case made out, because the only thing that had been put before him was the evidence of Wheatcroft, which clearly was not worth crediting. His whole life, so far as he cared to disclose it, showed that he had a dishonest mode of living. He was a dishonest tradesman generally, and in this case he went to Mrs. Cave, who wanted to put her son in business, and got her to give him a premium of 507. and pay him 17. a week wages whilst he taught him the trade. And further, he got one of the other sons to keep the books, much to her annoyance, because it made her son neglect their own business at home. Mr. Mackrill very properly insisted that there should be some other name besides Mr. Wheatcroft's, alias Mr. George, and so said to Mrs. Cave as her son had an interest in the matter, with a premium paid for him and receiving 17. a week salary, if she would allow her name to appear in the lease it would be all right, but so far from there being any co-partnership in the matter it was entirely a mistake. But there was the gentleman present who had prepared the lease, and yet Mr. King had not thought fit to call him. Not from beginning to end could the other side show one point in which it could be said that Mrs. Cave had derived one farthing profit, and he defied them to show otherwise. There was not a single instance in which money received by her from George and Co. had not been instantly returned in the way of cheques, and as to the 10s. a week, it was simply what was paid to her son for wages. When Wheatcroft's negotiations for the sale of the business failed, he went to his solicitor and sold off by auction and received 57. out of the proceeds. The bill heads being in Mrs. Cave's name was no doubt meant by Wheatcroft to obtain a coloured respectability from Mrs. Cave's name. Lastly, there was no proof of the supply of goods.—His Honour said there was not a shadow of a case to justify going before a jury, excepting the matter of the lease, and after hearing Mrs. Cave's explanation he thought it failed altogether. Therefore judgment would be for the defendant, so far as Mrs. Cave was concerned.

CRYSTAL PALACE BOWLING CLUB.

The fourth annual closing dinner of this club was held on Wednesday at the Crystal Palace Tavern, Fratton, when about fifty members and friends sat down to a splendid repast, served in Host G. Pannell's well-known style. Mr. W. Ray, the President of the Club, occupied the chair, and the vice-chair was filled by Mr. Donald Mundy, among those present being Messrs. A. L. Emanuel, H. Palin, H. Croucher, W. Gunnell, H. Pannell, G. Aylward, C. Stokes (hon. secretary), Bailey, C. Gillham, C. Light, W. J. Tuck, Murtough, G. Brookland, Hanham, Cooper, R. Ubsdell, S. Rabbits, T. Earwaker, A. Tubb, Wellstead, J. Shaw, R. J. Hall (Messrs. G. Peters and Co.), The loyal toasts having been duly honoured, Mr. W. J. Tuck proposed "The Army, Navy, and Reserve Forces."—Mr. Murtough responded for the Army, Mr. Palin for the Navy, and Mr. Brookland for the Reserve Forces.—Mr. Emanuel, in proposing "The Crystal Palace Bowling Club," said that the Society was doing a vast amount of good in that part of the borough, for the manly game of bowls tended to promote the good health of the members. He should have great pleasure in contributing a prize of two guineas to be competed for among the members next season, and he was confident that there were many gentlemen who, like himself, would be most happy to support the Club in a similar manner. (Applause.)—The toast having met with a hearty reception, the Chairman, in responding, said that the Club had, since its formation, met with marked success, and at present no Club in Hampshire was in a more flourishing condition.—Mr. W. Gunnell, in a humorous speech, proposed "Kindred Clubs," to which, Mr. J. Cooper, of the Bush Bowling Club, responded.—The Chairman then proceeded to present prizes won by the members at the recent competition, as follows:—1st prize, Mr. A. Tubb, a ladies' dressing case; 2nd prize, Mr. Pannell, set of fish knives and forks; 3rd prize, Mr. H. Bailey, a clock; 4th prize, Mr. J. Thomas, plated teapot; 5th prize, Mr. Stokes, case of knives and forks; 6th prize, Mr. T. Earwaker, a gold ring; 7th prize, Mr. G. Bartlett, a cruet. Mr. Mundy then handed to the Chairman the eighth prize, which consisted of a case of hairman's spoons. Mr. H. Wellstead was the recipient of the ninth prize, a plated biscuit box; Mr. Brookland the tenth, a pair of silver bracelets; and Mr. Croucher, the Vice-President, of the eleventh, a box of cigars.—Mr. D. Mundy then said that he had a very pleasing duty to perform, for the Committee of the Club had thought it their duty to demonstrate in a suitable manner their recognition of the universal kindness and indulgence which the members had received at the hands of Mr. Ray. (Applause.) He had, therefore, on behalf of the members, great pleasure in presenting Mr. Ray with a handsome épergne in token of the esteem in which he was held, and the good feeling evinced towards him by the whole of the members.—He then gave the health of the Chairman, the toast meeting with an enthusiastic reception. In responding, Mr. Ray said that it gave him great pleasure to find that his humble efforts to keep the Club in a prosperous condition were appreciated. However, it was impossible to carry on the business of a Club properly unless the officers had the support of the members, and he was proud to be able to say that during the time the Crystal Palace Club had been in existence only one amendment had been brought before a meeting of the members. They all did their best to carry on the Club in a business-like and methodical manner, and as a result the society had proved one of the most successful of its kind. (Loud applause.) He thanked them from the bottom of his heart for their kind token of regard. (Applause.)—Mr. Ubsdell, in a neat speech, proposed the health of the Vice-Chairman, and Mr. Mundy having responded, Mr. O. Gillham gave "The Borough of Portsmouth." He referred to the many improvements which had taken place in the borough during recent years, and paid a high compliment to the various public bodies.—Mr. Tuck replied for the Town Council. In doing so he referred at length to the efforts made by the Council to improve the town and make it attractive to visitors, and spoke of Southsea being the best watering place in the kingdom.—Mr. Emanuel also responded for the Town Council, and Messrs. Hanham and Palin replied for the School Board. The latter said that the Chamber of Commerce had had a meeting to consider the matter of technical education and had issued a report upon the subject. He would heartily support the scheme if it could be carried out without injuring anyone and if any benefit would accrue from it, but he could not commit himself to any scheme before it had received the fullest consideration. He thought, however, that the Chamber of Commerce and the wealthy residents of the borough might have acted in a generous manner by keeping the present School of Science and Art in a prosperous condition. (Hear, hear.) He wished to inform them that the burgesses of Portsmouth were to be treated to another novelty in the way of having their Board Schools assessed, which meant an increased expenditure of £1,200, but this amount would simply be taken from one fund and placed in another, and so the scheme would help the Council to tide over their difficulties, and the burgesses need not fear an increase in the rates.—Mr. Bailey then proposed "The Prize Donors," Messrs. Ray, Newton, Aylward, and Earwaker, and in doing so said that he merely reiterated the sentiments of all the members, and he thanked them most heartily for their kindness. (Loud applause.)—Mr. Earwaker having responded, Mr. Cooper gave "The Officers and Committee," to which Mr. Stokes responded.—The remaining toasts were "The Visitors," "The Host and Hostess," "The Ladies," and "The Press." Harmony was indulged in throughout the proceedings, some capital songs being contributed by the company. The prizes presented were supplied by Messrs. 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