



# *Legal News - Watercress Beds Bishopstone 1879*

SWINDON COUNTY COURT  
Wednesday

## Dore vs. Sawyer

WILLIAM DORE, farmer, of Bishopstone, v. DAVID SAWYER, watercress grower, of the same village. Mr. Bevir appeared for the plaintiff, and Mr. Jackson for the defendant.

This action was brought to recover £25, the rent of a watercress bed for 2½ years at £10 a year from Lady Day, 1876, to Michaelmas, 1878, for grass sold, £2; and for rent of allotment patch 6s 10½d. The only amounts in dispute were £5 out of the item of £25 and £2 for the grass. There had been no money paid into Court, although there would be a consent to a verdict for the £20 and 6s 10½d.

Mr. Bevir said if the action had been brought in a precise and scientific form it would have been for rent up to Lady Day 1878, and for use and occupation up to Michaelmas. The plaintiff was ill, and unable to attend the court, but his son, Mr. William John Dore, was called to prove the case, and deposed to the amounts in question being due. He said the tenancy was yearly and the rent was paid yearly at lady Day. In spring last the defendant said he was going away, he having previously gathered the crop and the tenancy being thus, as the plaintiff put it, surrendered at Michaelmas, the half year's rent was due. Another tenant was now in possession. The grass was about two tons, and was worth £2.

Stephen Wentworth, the present tenant of the watercress bed, said he now occupied the beds, and ordered the defendant off. He bought of the defendant's wife some hampers, and other things, which were in a hove on the watercress bed, Another man bought a cart in the same hovel of the defendant's wife.

His Honor, interposing, could not see that as the tenancy was yearly that any rent was due for this year until Lady Day, and as the defendant was not now in position he could not be sued for a portion of the year's rent. Mr Bevir thereupon consented to a verdict for the £20 6s 10½d.

## Sawyer vs. Rae

DAVID SAWYER, watercress grower, of Bishopstone v. EDGAR RAE, salesman, of Manchester. Mr. Barns appeared for the plaintiff, who was defendant in a former action, and Mr. Boodle for the defendant.

This was a claim of £20 15s for 35 hampers of watercress of one cwt. each, sold by plaintiff to defendant. Mr. Boodle admitted the receipt of 32 hampers and Mr. Barns abandoned the three. A technical defence was also raised on the ground that the cause of action arose in Manchester, the contract being made by a letter written by the plaintiff at Bishopstone and delivered to the defendant at Manchester. The evidence

showed that there had been considerable dealings between the parties and it was also contended that the defendant only acted as salesman to the plaintiff. The plaintiff contended that the contract was made at a personal interview at Bishopstone when defendant was looking over the crest beds, and that at that interview the defendant also agreed to buy the crest, and not to sell on commission.

His Honor was of the opinion that the goods were sold on commission and directed a non-suit not on the merits. Leaving the plaintiff an opportunity of suing the defendant as his agent if he thought he had not been paid enough on commission. The plaintiff was ordered to pay costs.

**Swindon Advertiser and North Wilts Chronicle, 27 January 1879**

SWINDON POLICE COURT  
Thursday

THE BISHOPSTONE WATERCRESS CASE AGAIN

David Sawyer, watercress grower, of Bishopstone, and Ellen, his wife, were charged with assaulting Stephen Wentworth, also a watercress grower, of the same place, on the 1st inst. A cross summons charged Wentworth, for whom Mr. J. C. Townsend appeared with assaulting Sawyer. The parties have been at variance for some time past, actions having been brought against Wentworth by Sawyer for an alleged trespass on his watercress beds. In his opening statement Mr. Townsend recapitulated the case for the defendant in these actions, which resulted in Wentworth's favour, and said defendant had never since ceased his annoyance.

Samuel People, an assistant to Wentworth, who also charged Mrs. Sawyer with assaulting him, said on Wednesday last he went into the True Heart Inn, between twelve and one o'clock, and met Sawyer and his wife there. The woman commenced by telling him if she had caught him at the Hinton springs that morning she would have blown his brains out, and old Wentworth's too. Sawyer also warned him that if he went there single handed there would be blood shed. In consequence of these threats he was apprehensive that they would do him some bodily harm.

Charles Johnson, a labourer, who was at the True Heart, corroborated the evidence as to the threat.

Stephen Wentworth said he was the lessee of the Well Head beds, at Bishopstone, the same beds which the law suits had been about. He went to those beds on Wednesday and saw Sawyer and his wife there. From what People said he put down a fagging hook he had in his hand, when Sawyer rushed at him with another hook and ordered him off, pushing him away. He tried to persuade him to put the hook down, but he would not, flourishing it about and again pushing him off. People was there but did not interfere.

Confirmatory evidence having been given by Mary Hewlett and People, the Bench advised Sawyer not to go on with his cross summons, which would only entail a great deal of extra expense for no good purpose. The Chairman also commented on his foolish conduct in going near the beds at all after the very clear decision which had been given against him by the Lord Chief justice.

Sawyer said he had been advised that he was entitled to a twelve month's notice under the Agricultural Holdings Act, and he had never received notice yet. The Chairman said if any solicitor had advised this he had done very wrong, and advised Sawyer to invest a penny in a newspaper and read the judge's summing up. For the assault he would have to pay a fine of 10s and £2 8s 6d costs, and for the threats the two would have to find bondsmen for their good behavior for six months. Sawyer asked to be let off on his own security, but the Bench would not allow this, and the two were committed for six months, or until such time the bondsmen are forthcoming. In default of paying the fine and costs for the assault, Sawyer was also committed for a month.

**Swindon Advertiser and North Wilts Chronicle, 11 October 1879**