



Restored Girling Motor Car of 1911

## **Farmer and His £50 Car**

### **Trouble Over Its Resale**

#### **Judge and Motor Engineer's Statements**

##### **"Unable to Believe Him"**

Judge Hyslop Maxwell commented pointedly upon the unsatisfactory evidence of a Swallowcliffe motor engineer during the hearing of a case at Shaftesbury County Court on Wednesday, and remarked that he scarcely believed a word he said. Charles Edgar Lever, of Ansty, a contractor, sued George Currie, of the Garage, Swallowcliffe, near Salisbury, motor engineer, for £53 for a second-hand "Girling" car, which he alleged he sold to Currie, and defendant counter-claimed for £11 11s. 9d. for work done and materials provided.

Mr. F. H. Trethowan (Messrs. Trethowan & Vincent, Salisbury) was for the plaintiff, and Mr. C. E. Holdnall (Messrs. Rendell & Co., Salisbury) defended.

Plaintiff said he bought the car at the beginning of April on the promise of defendant that he would learn him to drive it. Subsequently defendant asked to hire it for a time as he had nothing to go on with, and witness told him he would lend it to him for a few days. Witness had an enquiry for the car from a man who wanted to buy it, and next morning defendant came and advised him not to sell it. Witness said he was prepared to accept the price offered (£53), and defendant said "Well then knock it down to me." Witness told him he would want the money when he sold it, and defendant said he could have the cheque the following Monday night. Witness went to get it, and found defendant in the Royal Oak Inn at Swallowcliffe. They had a drink, and defendant then went out, saying he would be back in a minute, but he never returned. He went to see him again a week later, but he was out, and

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witness met him three weeks after coming from Tisbury Station. He gave him another date to come for the cheque, and when witness came there they had another drink. Defendant again went out and never returned, and witness had never received the money for the car. Beyond repairs which defendant said would cost 2s. or 3s., witness had never given instructions for any repairs to be done to the car. Subsequently defendant received a solicitor's letter and came to see witness, asking him where he thought he could find £60 or £70 from. With regard to a hut included in the bill, defendant said he never bought it, but witness reminded him that there were witnesses present, and defendant then said, "If that's the case then I'll pay for that tomorrow." Defendant further stated that he had no money to pay for the car, and did not know where to sell it without taking it to London. The car had since been altered in appearance.

Cross-examined: He had never given defendant power of attorney to sell the car during April. Witness was then advised not to sell the car. He never met defendant near Tisbury and had a conversation with him. Defendant did not tell him he could not sell the car privately and that he would put her in auction. He had never seen defendant driving the car, but he had told witness that he had taken a part of an engine to Salisbury, had it repaired, brought it back, and drove the car with it across ploughed fields to a farm engine.

Mary Lever, wife of the plaintiff, spoke to hearing conversations between her husband and the defendant, after the latter had received the solicitor's letter. Defendant told her husband that when he took the car and a load of 5cwt across the ploughed fields, it went "like a bird."

Mr. Holdnall said the defence was that the relationship between the parties was that of principal and agent. Defendant admitted having possession of the car, firstly for the purpose of repairing, and secondly to sell it for the plaintiff. There was a gross conflict of evidence.

Defendant, giving evidence, said he never bought the car, never used it, and never promised to pay for it. He was agent and repairer for plaintiff. He never advised plaintiff to buy it, but drove it home at his request, and got it there after some trouble, and after having assistance because of the friction drive and clutch slipping. As the car now stood he did not think it was worth more than £15 or £20. He told plaintiff of the trouble he had had, and he said he had better get a clutch and put the car in order. He told plaintiff the engine was loose and required repairs, and he told him he could put it in order and sell it. Nothing was said about price. He took the car home, and afterwards took the drive to Salisbury to have a new leather fitted. This caused the engine to get loose. He (witness) told the plaintiff of his efforts to sell the car to several private customers at an interview which took place between Tisbury and Ansty, during August, plaintiff having previously told him he could sell for £54 and anything over he (witness) could have for himself.

His Honour pointed out that this was inconsistent with his earlier statement that nothing was said about price.

Defendant, continuing, said plaintiff told him he could put the car in auction, but there was then no bid for it. On the return journey from Salisbury market, he had further trouble, which necessitated his taking the engine right out. Subsequently witness added boards to the body because by leaning against it "came over" two or three inches. He formed the box (which was there before plaintiff purchased the car) round it.

His Honour: That alteration would be convenient for carrying things.

Defendant: I dare say.

Continuing, defendant said plaintiff had on no occasion asked him for the £53, and the interviews alleged never took place. He denied that he ever refused to pay for the hut.

His Honour: You say the whole story of plaintiff is an invention.

Defendant said with regard to the counterclaim, the amounts charged for repairs were in the majority of cases cost price, and the repairs were done under instructions from Mr. Lever.

By His Honour: He denied that he promised to teach plaintiff to drive the car.

His Honour remarked that it was a big coincidence that it was at the time that defendant was lent the car that he started to do work on it.

Defendant said he advertised the car in the Western Gazette, but he did not think he inserted the price so high as £70. If he had received such an offer he would have paid plaintiff the amount he asked. If plaintiff had come to see him about the car, and he (defendant) was unable to sell it, he would not have charged him anything.

His Honour: He makes you agent you say for the repair of the car, yet you would not have charged him anything if you did not sell. (Laughter).

Defendant: Only for the work I did. No commission for the selling.

In re-examination, defendant said at the present day values he did not think there was any discrepancy in the price Mr. Lever paid for the car and what he (defendant) now fixed as its value.

Reginald Charles Humphrey, motor engineer, of High Street, Shaftesbury, said he formed the opinion the car was worth from £10 to £15. The boards defendant fixed round the car had restored it to its original specification.

Enos Faile, formerly a cart and wagon builder, of Ebbesbourne, gave similar evidence.

His Honour said he regretted very much that he was bound to say there had been direct perjury on one side or the other. He was satisfied that the version given by the plaintiff was the correct one. He was satisfied that the sale at plaintiff's house was an out and out sale, and that there was no agency in the matter. He was not going to believe that the plaintiff's wife concocted what she had told them. The whole story told by the plaintiff was perfectly consistent with what one would expect, that of the defendant inconsistent, and not what one would expect. He contradicted himself in several material facts. It was only necessary for him (the Judge) to say he scarcely believed a word of his evidence.

Judgement would be for the plaintiff.

**Western Gazette, Friday, 9 December 1921**

**OPC NOTE:-**

According to an Australian News Report of May 2015. The Girling company had no knowledge of ever having produced a car therefore the image of the restored car above is acknowledged as a rare find in automotive history.