

Pop group sue over Bure Club date 'I LIED' SAYS MANAGER IN CONTRACT ACTION

C.T. April 22, 1966

MANAGER of the Bure Club, Friars Cliff, Mr. David Stickley, was ordered to pay £58 10s. damages for breaking a contract with a pop group, at Bournemouth County Court on Monday.

Mr. Stickley told Judge Geoffrey Howard he had lied when he told the leader of a Southampton pop group they could not play at the club because of police action.

The case arose from the breaking of a contract for five bookings for the Ray Mandeville group, then known as the Senators.

The group's leader, Ivan Mottram, of Athelstan Road, Bitterne, told the judge the group had had previous engagements at the Bure Club and agreements in these cases had been by word of mouth.

He said the group agreed to play there on February 7 last year and also at the Durrington Parish Hall near Salisbury.

The fee was to be £62 10s. A written agreement was sent to Mottram by letter. On February 6 Mottram said he happened to phone Stickley to talk about another matter and said that he would see Stickley the next evening — the date of the first engagement.

Mottram said Stickley told him: "Didn't you get a letter of cancellation, also cancelling the Durrington booking?"

Mottram said: "I said no—I had not in fact seen any such letter. When I asked him why he couldn't book us he said the police had closed his place with regard to groups because there had been noise complaints. He said he would be having organ and drums only".

EVASIVE

"Several times I have 'phoned him about this. He's always been very evasive and still said he can't fit us in owing to the complaints of noise, etc.

"Talking about the bookings at Durrington Parish Hall he said the council had taken the hall from him and disallowed him the use of it".

Mottram said that the bookings were all for Thursday — difficult days on which to get other engagements. He tried to get other engagements for those days but without success. He had tried other agents and been to other clubs.

Referring to the agreement, Mottram added: "Stickley has phoned me and said there was no such company as Bure Enterprises Ltd. and that therefore we had no case".

The Judge: "Can't Senators coo softly as doves if there were complaints of noise. I should have thought a good organ and drums would be just as noisy".

Mottram said that since the time of the cancelled booking other groups had been used in the club.

Stickley said that the club, which was once a riding stable, had been established 21 years. He said: "There is no such limited company as Bure Enterprises Ltd. It was one of those things — it only lasted a month to six weeks".

WRONG

The Judge: "It strikes me as a very wrong thing to use letterheads of a non-existent company".

Mr. C. Cullum Smith —for the group— "Both, as far as I know are offences".

The Judge: "This is for a police court — it's not my concern".

Mr. Stickley added: "I admit I sent him a contract. I never sent him any written cancellation. The whole of the arguments starts off with the Bournemouth Musicians' Union. I don't employ only union bands — I employ all sorts of bands. The Senators are members of the union".

He added: "I had a difference of opinion with the Musicians' Union. They were objecting to my employing non-union bands and I asked the union secretary to leave the premises. This sort of thing happens all the time. There was nothing to prevent them playing at the Bure Club on February 7. They couldn't play at Durrington because the council claimed it back. I've been in and out of Christchurch courts over the Noise Abatement Act, but the police have never told me to discontinue dancing at the Bure Club".

The Judge: "Your attempt to conduct a case is rather like me trying to play in a jazz band—I've never heard such a dog's breakfast in my life".

ONLY ONES

Stickley said that cancellation letters were sent out to 21 other groups, the Senators were the only ones not to get a letter.

Stickley went on: "I lied when I told him we couldn't have them there on February 7 because of police action. I'm not the proprietor or the owner of the club, I'm the manager. I left it to two lads to rebook the groups. The top groups in England have played in the club".

He added: "I will offer them five further bookings. This agreement wasn't worth the paper it was written on".

Summing up the judge said that he was satisfied there had never been a limited company called Bure Enterprises Ltd. But by signing the paper bearing the name he was liable in law. The judge said the facts were very unusual.

A LIE

He concluded: "A plainer breach of contract it would be difficult to imagine. There was no explanation why the Bure Club date couldn't be played — he said it was because of police and that was a lie — he admits it was a lie".

He said: "Owing to a mistake on somebody's part the group never got a cancellation notice, but it was still a breach of contract".

Stickley had said vaguely that he would make it up to the group but he never did. It was now far too late for other dates to be offered,

Two solicitors' letters were not answered.

He said the group had done its best to minimise its loss which was entirely the fault of the defendant.