

HEAVY DAMAGES AGAINST CHRISTCHURCH TIMES

LIBEL IN CORRESPONDENTS LETTER CLAIMED APPEAL TO BE LODGED

CHRISTCHURCH TIMES JULY 22, 1939

Mr. Justice Asquith listened this week to what counsel described as a "Storm in a Teacup," at the Hampshire Assizes at Winchester on Monday, Tuesday and Wednesday, to the preferred claim of Col. Alfred C. Keble, of Moortown House, Ringwood, for an alleged libel contained in a letter written to the "Christchurch Times" by Councillor John Millburn, of Ringwood, also citing Mr. Walter Forder as Editor of that journal, and the "Christchurch Times" newspaper.

The case arose as a result of a letter published in the "Christchurch Times," and certain editorial comments.

Following the direction of the Judge, the jury awarded damages against Millburn at £250 and against Mr. Forder and the newspaper a joint award of £1500.

Stay of execution was granted in conformity with proceedings for an appeal.

The Council in the case were Mr. J.G. Trapnell, K.C., and Mr. Kenelm Preedy, for the plaintiff. Mr. J.D. Caswell, K.C., and Mr. Scott Henderson, for Councillor Millburn, Mr. R.H. Glynn for the Editor, Mr. Walter Forder, and Mr. J. Lhind Pratt, for the "Christchurch Times" newspaper.

His Lordship sat with a special jury.

CASE FOR PLAINTIFF.

Mr Trapnell outlined the alleged libel.

Colonel Keble said he had been living in the Ringwood district since November, 1924, and was chairman of the Ringwood and Fordingbridge District Council from April, 1932, to April, 1938. Before that he was chairman of the Ringwood Parish Council.

For the past eight years he had also represented Ringwood on the County Council. He did not read newspapers and only read one once monthly in order to check off what he had said at Council meetings when he attended them.

In November last year his attention was called to an issue of the "Christchurch Times" for November 26.

He also received anonymously six copies containing a marked letter signed by Mr. Millburn and relating to Mrs. Violet A.S. Keble.

He put these in the waste paper basket, but went out immediately and purchased another copy.

Afterwards he noticed that people who used to consult about their Old Age Pension papers and vaccination troubles, as a magistrate, dropped off, and never came. Others would look into shop windows to avoid seeing him.

The trouble arose after the County Council had decided to build a by-pass round Ringwood. The road necessitated the buying of what was known as the Old Vicarage Site and the erection of the Electric Light Company's Offices thereon. This was desired by the public as an open spot, and was claimed as a "beauty spot." It was suggested that Col. Keble had taken part in a discussion as a Councillor on this matter. In Councillor Millburn's letter it was

further suggested that such proceedings was against the provisions of the Local Government Act.

NEVER KNEW.

Before November 26, 1938, Col. Keble declared emphatically that he did not know whether his wife had any shares in the British Power and Light Company or the Ringwood Electric Company. The first information he had was when he read an article in the "Christchurch Times" for November 19th.

He had, he said, no knowledge whatever as to where or when his wife's money was invested. He never advised her and knew nothing at all about her investments.

This he read at a later date, having seen a reference to the article in Millburn's letter in the "Christchurch Times" for November 26th. He also read the paper at the Ringwood Unionist Club.

HURN SCORNE

April, 1938, was the date of the last election for the Council at Ringwood. Ninety votes were cast and witness won the election by nine votes. But Hurn, he suggested, was not worthy of being represented, since it did not contribute to County Rates and had no hall, church, or public house.

Mr Glynn: And apparently no representative on the Council, either!

Col Keble was asked by Mr. Caswell if he had taken any steps to make it public that he did not know that his wife held the shares of the electric light company.

He replied that he had not and also said he had not written to the newspapers about it. He did not write to the newspapers and neither did he read them.

EDITORIAL COMMENT.

The Editorial footnote which was complained of as being libellous was one in reference to Keble. It said: "He does not seem to attend Council meetings and vouchsafes no reason why." This it was construed to mean that Keble was deliberately absenting himself from meetings.

LORD MANNER'S EVIDENCE.

Francis Henry Lord Manners, of Avon Tyrrell, Christchurch, chairman of the Council at Ringwood and of the Town Planning Committee, and shareholder of the "Christchurch Times," gave varying evidence that he did not think the insinuation made in the letter was a reflection on Col. Keble's character or his integrity as a public man and was not offensive, but later he was not sure if he had read the Editorial footnote, but if he had it had made no adverse impression on him. Again on being asked to read the "Non-attendance Editorial footnote," he amended it to one that he thought it did.

Mr. Trapnell: You mean that it suggested that Colonel Keble was taking part in a discussion on a matter in which his wife was interested with a view to promoting that interest?—Yes: I can go as far as that.

In answer to a question by Mr. Caswell, Lord Manners said he did not think it meant that Colonel Keble was getting any benefit for his wife.

WIFE'S SHARES

Charles Egleton Stuart Mason, partner in the firm of Mason and Company, High Holborn, London, W.C., said he had been Mrs. Keble's solicitor since about 1900. Mrs. Keble consulted him about her income tax returns which he prepared. He did not consult Colonel Keble about these nor did he disclose anything to Colonel Keble about them. Mrs. Keble first bought the shares in the electric Company in 1934.

Violet Annie Spero Keble, wife of plaintiff, said she was a shareholder in the British Light and Power Corporation. She had held this since 1934 and it amounted to 500 preference shares and 600 ordinary shares.

Until this action she had no knowledge of the Ringwood Electric Light Co., or connection of the Ringwood Electric light Co. with the Light and Power Corporation.

She looked after her money affairs and had the assistance of the manager of the Westminster Bank. Her husband knew nothing of her affairs. She had looked after her affairs since she came into money left by her father in 1916. At the time the alleged libel was published she had no occasion to speak to her husband about the Light and Power Corporation.

THE LETTER.

"Mrs. Violet A.S. Keble.

"Dear Sir,—In your review of the Ringwood Electric Light and the British Light and Power Corporation last week, this lady is shown as being a shareholder.

"It is also noted that the name and initials appear to be the same as those for Mrs. Keble, of Moortown House, Ringwood, which Mrs. Keble is also the wife of Councillor Colonel Keble, the former chairman of Ringwood Rural District Council.

"May I ask the source of your information as to this lady's shareholding, and whether she is the same person who resides at Moortown House?

"The reason for my enquiry being that there has been a good deal of controversy both in public and in the Press about Ringwood Electric Supply Company's new offices.

"It also appears from statements in the Press that Councillor Keble in an official capacity has partaken in discussions about the matter. If the Mrs. Keble, the shareholder, and the Mrs. Keble, of Moortown House (Colonel Keble's wife), are one and the same person, then it would appear doubtful whether Councillor Keble had the right to partake in the discussion on matters affecting the Ringwood Electric Light Company or its associated undertakings. In fact, the allotting of the Old Vicarage Site to them may turn out to be ultra vires.

"The law on this point seems clear. The Local Government Act of 1933 (section 76) states that if a member of a local authority has a pecuniary interest, direct or indirect, in any contract or any matter, and is present at a meeting of the local authority at which the contract or other matter is the subject of consideration, he shall at the meeting as soon as practicable after the commencement thereof, disclose the fact, and shall not take part in the consideration or discussion of any question with respect to the contract or other matter. The Act also provides for a fine of £50 for neglect of this, and furthermore regards the interest of husband and wife as being synonymous.—Yours faithfully.

John Millburn."

Following the letter was this editorial comment in brackets:—

("The whole business of Colonel Keble is getting beyond us. He does not seem to attend Council meetings, and no reason is vouchsafed why. We also note, in a reference to the Local Government Act, 1933, that 'If a member of a local authority fails throughout a

period of six consecutive months to attend any meeting of the local authority he shall, unless the failure is approved by the local authority, cease to be a member of that authority'—Section 63 (1).—Editor.")

EDITORS EVIDENCE.

Mr. Forder gave evidence, in which he said he was Editor of the "Christchurch Times" and held 50 per cent. of the ordinary shares.

He had been in the newspaper business almost all his life and had been Editor of the "Christchurch Times" since 1932. When he published the letter he knew nothing about plaintiff except that he had a fairly long record of public service—all to his credit.

On November 19th he published an article on the Ringwood Electric Supply Company. What led up to this was interest concerning the destruction of the Old Vicarage Site and the occupation of the site by the electric light showroom.

When he published this article he received letters, including the one from Millburn. Over a long period he had received a lot of letters dealing with Colonel Keble and the Old Vicarage Site.

There had been so much talk about Col. Keble and the electric light company that he instructed London agents to search the share registers, and they supplied the names of four or five local shareholders in the British Light and Power Corporation. The largest local shareholder was a Mrs. Violet A.S. Keble.

He consequently published the fact.

Witness added that having received Mr. Millburn's letter he did what he thought was wise. He was tired of the subject of Colonel Keble and endeavoured to ring down the curtain. He felt he was expressing a decent closure to the job. He wanted to close the public argument. He was tired of it.

He had refrained from publishing all he knew of the case and he claimed there were many things he might have published which would have added fuel to the discussion. He mentioned that Col. Keble did not resign the chairmanship of the Council; his period of office merely expired and he was not invited to present himself for re-election. He was not impressed by the Colonel's plea of illness, because he knew he had visited Spain during the war on business.

He had no ill feelings in the matter, and was quite impartial, and he had carefully refrained from publishing anything calculated to hurt Col. Keble's feelings.

STRANGE CONCLUSION.

Counsels addresses to the jury concluded, Mr. Casswell protesting that too much had been made of the Millburn letter and that meanings it did not contain had been tacked onto it. Mr. Glynn, for Mr. Forder, explained that in no way had his client overstepped the region of his duties and had been impartial. Mr. Lhind Pratt, for the newspaper, termed the whole affair a storm in a teacup. There was a reprehensible effort, he said, to muzzle newspapers, and the Law of Libel now obtaining would soon be subject to alteration. Fair comment was always desirable and all that had been done by the Editor was permissible and proper. He simply made comment on admitted facts. Nowhere in the newspaper would it be found the plaintiff's disgraceful allegation that he was out to make money. It was a pure invention.

His Lordship summed up, and directed the jury as to their procedure. The jury made findings as quoted above.