



# Oaksey

## The Rev W F Gover's Brushes with the Legal System

The Rev William Frederick Gover was rector of Oaksey from 1882 to 1890. During this time, as well as later, he had a number of brushes with the legal system. Below are the newspaper records of these occasions.

The Rev W F Gover, rector of Oaksey, Wilts, was summoned by Mr Superintendent Wood for furious driving in Castle-street, Cirencester, on July 8<sup>th</sup>.

PC Watts deposed that he was standing at the Cross, in Cirencester, and Mr Gover drove down Castle-street at the rate of 15 miles an hour. He put up his hand, but defendant did not stop, and the trap went within six inches of a little girl crossing the road.

Charles Cole and William Carpenter corroborated the police. In reply to the superintendent, Cole said he thought the defendant was asleep or "slightly boozy" and Carpenter said he should think the defendant was "the worse for drink." Mr Gover indignantly denied this imputation, and said he could not help the pace he was going, as the horse had a hard mouth, and he could not hold it on. Mr F West said the defendant was not the worse for liquor. Defendant was convicted, and fined £1 and £1 3s 6d costs.

**Gloucester Citizen Tuesday 14 July 1885**

### County Court (Before Judge Brymer Jones).

Gopsill, Brown and Co, v Rev W H Gover, Oaksey rectory. Plaintiffs sued defendant for the sum of £4 9s 4d for hire and loss of sacks. It appeared from the evidence that defendant bought on March 21<sup>st</sup>, 1885, 28 sacks of oats in hired sacks from Messrs Holland and Coombes, of Bristol, and also 24 sacks on the 21<sup>st</sup> October, 1885. The first 28 sacks were never returned, and the other 24 were not returned for six months. The defence was that the sacks had been delivered to the railway company, addressed to Messrs Holland and Coombes, and had been lost. His Honour gave judgement for plaintiffs for the amount claimed and costs.

**Bristol Mercury Wednesday 20 April 1887**

### **Claims Court. William Henry Holland v William Frederick Gover**

William Henry Holland, Cirencester (one of the executors of the late Mrs Elizabeth Lane), v William Frederick Gover, Rector of Oaksey.

Claim 15s, balance of the rent of a cottage, due Michaelmas, 1887.

Plaintiff said defendant was the tenant of a cottage situate in the village of Oaksey, at an agreed rent of £3 per year, payable half yearly. The tenancy began Lady-day, 1886, and terminated by defendant giving up the key on 8<sup>th</sup> October last. Defendant had not given any proper notice to quit, but had simply told the collector (Mr Harry Oldham) that he intended to give up the cottage, and asked him to try and let it. The collector had given defendant a receipt for the full amount, trusting to defendant's honour to pay it, and now defendant had only paid a quarter of a year's rent (15s), retaining and refusing to give up the receipt. He (prosecutor) wrote and informed him that he should prosecute him if he did not give up the receipt or pay the remainder of the rent; but still defendant refused.

Harry Oldham, the collector, employed by Mr Holland, stated that defendant gave up the key on the 8<sup>th</sup> October, and had paid 15s, a quarter of a year's rent, and that there was still 15s due.

Cross-examined by the defendant: You took the cottage on the understanding that it was to be a six months' notice. You agreed to pay the rent half-yearly. Defendant contended that he gave a quarter's notice, which was sufficient, and that the collector put a notice on the door. The tenancy was a yearly one, and he had paid the collector 15s, taken the full receipt, and settled all claims (receipt produced). Defendant (continuing) said it was agreed that it be a three months notice to quit. He had given Mr Oldham notice in April to leave in July. This he did not accept, and he gave him a previous notice the Christmas before last, but as he did not understand it they let it go on. He (defendant) had taken the cottage for one of his workmen, who, he thought, was about to get married, but nobody had lived in the house since he became tenant. The notice on the door was put up in the beginning of 1887. He had asked the collector if there was any more claims, and he said no, but he expected Mr Holland would claim the full amount.

Cross-examined by plaintiff: I had had a paper drawn up with notes, which I asked Oldham to look at, but I did not ask him to sign it (paper produced).

His Honour said both parties seemed to attach much importance to the receipt, as if it was some large document. He thought Mr Oldham was a very bad witness, and certainly a most careless fellow. He did not think a collector had power to accept a notice in the manner defendant said he had given it. He should give judgment for plaintiff, and allow him 7s 6d expenses. He hoped both parties would go away contented.

**Devizes and Wiltshire Gazette Thursday 9 February 1888**

In June 1889 Rev Gover was involved in a claim for damages against an Oaksey farmer by a builder and contractor from Eastcourt. (See Claims-Charles Baker v Charles Cove)

### **Prosecution by the Corporation**

The Rev William Frederick Gover, Oaksey Rectory, near Malmesbury, was summoned, at the instance of the Worcester Corporation for £15 2s for improvement expenses in the Battenhall road, and for £13 1s 10d for similar expenses in the Campbell road. Mr S Southall appeared for the Corporation, and the defendant did not appear. The case was ordered to stand over for a month, in the meantime application being made to defendant for the money.

**Worcester Journal Saturday 6 July 1889**

### **Serious Charge Against a Wiltshire Rector**

At Malmesbury Police court, on Thursday (before Colonel C W Miles, Lord Suffolk, Mr W H Luce, Captain C Napier Miles, and the Rev W W A Butt), George Brain of Minety, labourer; John Ody, of Minety, dealer; the Rev William Frederick Gover, rector of Oaksey; and Jesse Ellison of Ashton Keynes, dealer, were summoned by Supt Henry Collett for being concerned in a riot, by taking part in an alleged prize fight at Minety, on 31<sup>st</sup> December last. Brain was charged with assaulting Ody, and Ellison with aiding and abetting him; and Ody was charged with assaulting Brain, and Mr Gover with aiding and abetting him.

Mr F R Y Radcliffe (instructed by Mr H Bevir, Wootton Bassett) defended Mr Gover, and Mr J T Hazledine, of Swindon, defended Brain and Ellison. Ody was undefended.

John Packer, of Minety, a farmer, stated that he was at the Old Inn, Minety, on the evening of Tuesday, the 31<sup>st</sup> December last. At about 7 pm on that day there had been a pigeon shooting match. He heard a noise and a song sung, and some dispute, but no angry words. The noise appeared to come from the club-room. He looked in, and there saw the defendants, the Rev W F Gover, Ody, and Brain. Mr Gover was standing up sparring at Ody, who was seated. He heard Ody say, "I will not fight you, Mr Gover." He heard Mr Gover using abusive language, and afterwards saw Ody outside, who said, "I've not done anything to be put out here." Never heard Ody challenge to fight any man in Minety. Soon after he saw a lot of people outside, and heard Ody say something to this effect, "I won't fight unless I am bound." Witness heard no quarrelling outside. He saw the four defendants go over a fence into a field, and followed them to the road with the landlord. There were about 15 or 20 men and boys with them. That would be about eight o'clock. He saw a scuffle between Ody and Brain, which lasted about 15 minutes. He saw Mr Gover pick Ody up once. Someone else picked Brain up.

By Mr Radcliffe: Did not hear anyone say, "Ody, you shall not fight the parson." Believed Ody was put out of the public house. Saw Mr Gover pick him up, but not towards the end of the fight. Witness was 20 yards off, sometimes nearer.

George Read, of Minety, butcher and farmer, stated that he saw two men fighting, and thought they were Brain and Ody, but he would not swear to them,. He saw someone pick Ody up, and thought it was Mr Gover.

Edward Messenger of Minety, labourer, stated he was in the tap-room, about eight o'clock, and then heard a scuffle in the club-room as of quarrelling, or as though there was fighting. He went to the door of the club-room and saw Mr Gover there with his hat off and Ody standing up with his hat off. Someone was standing between them. He did not notice any mark or blood either, and should say Mr Gover was not so sober as he was now; would not say he was drunk, but had had beer. He heard Mr Gover say, "I've lost my watch and chain," and someone said, "There's your chain," and Mr Gover snatched it. Witness touched Mr Gover on the shoulder, and said, "Have you lost your watch, sir?" He replied, "No, but the chain is broke." Witness then went back to the bar, and after a short time heard another noise of quarrelling. He looked into the club-room again, went inside, and saw Ody, who had Brain doubled back on the table. He saw Ellison pull Ody off Brain, and he said, "Don't break the man's back," and then pulled Ody off. He saw the landlord come in and put Ody out of the house into the yard, and heard Ody say, "I'll fight any man in the house or any man in Minety." As soon as he was put out they adjourned to the field, and there he saw Ody and Brain fight. He pulled Brain away from Ody three times after a pull down. He could not say "knock down". Mr Gover took part, and he saw him pick Ody up five or six times. They pulled one another down, and he heard Mr Gover call "time" several times. Ellison as well as witness picked Brain up. Brain had a bit of a scratch on one of his eyes. Witness saw blood on Ody's mouth. The affair lasted from 25 to 30 minutes. Witness was sober, but could not say if all four defendants were sober.

By Mr Radcliffe: He knew Mr Gover before that day. Heard Mr Gover say "his man was done, and could not come to time." Mr Radcliffe and Mr Hazledine then addressed the bench on behalf of their respective clients.

The charge against Ellison was dismissed, and the bench, after retiring for a short time, said there was unquestionably sufficient evidence to go to a jury, and committed the other three defendants to take their trial at the Easter Quarter Sessions, at Salisbury. The defendants were bound over in their own recognizances to appear for trial.

**Devizes and Wiltshire Gazette Thursday 13 February 1890**

**(OPC Note:** At the trial on 8<sup>th</sup> April 1890 at Salisbury Easter Sessions all three were acquitted by a verdict of "No Bill". This meant that there was insufficient evidence to justify a case coming before a judge or jury.)

### **Claims Court**

Mullings, Ellett and Co, solicitors, Cirencester v the Rev W F Gover, rector of Oaksey. Claim £11 8s 9d, bill of costs. Defendant alleged that several of the charges were exorbitant, but Mr Tudway, a member of the plaintiff's firm, said the bill went back as far as 1883, it had been rendered nine times, and the defendant had only recently objected. His Honour examined the items, and said the charges were not only fair and reasonable, but in several instances below what plaintiffs might have charged. Judgment for plaintiffs.

**Gloucester Citizen Friday 14 March 1890**

### **Clergyman Fined for Drunkenness**

The Rev William Frederick Gover, Rector of Oaksey, Wilts, was on Monday fined £2 and costs by the Cirencester magistrates, or 14 days' hard labour, for being drunk in charge of a horse and trap at Cernay, on May 19<sup>th</sup>. Defendant did not appear.

**Derby Daily Telegraph Tuesday 3 June 1890**

### **The Rector of Oaksey and his Curate**

County Court, Monday, before his Honour Judge Brynmaur Jones, and W S Jones, esq, Registrar. Joseph Storr v William Frederick Gover.

This was a claim made by plaintiff, who is curate to defendant (the Rector of Oaksey) for £25, a quarter's stipend, less £3 15s for rent.

His Honour strongly advised the parties to come to an agreement, and avoid a public enquiry, but the case was eventually proceeded with.

The plaintiff produced his nomination paper, whereby he was appointed curate to the defendant, at an annual salary of £100, payable quarterly. He also produced his Bishop's license. There had been no agreement beyond the paper produced, and nothing was agreed as to the time of receiving the said stipend, it being an understood thing that the money should be paid quarterly. The plaintiff was appointed curate after holding of a commission, with the consent of Mr Gover, and he was maintained by the Bishop

through defendant, but practically he was employed by the defendant, according to the nomination paper. Mr Gover had given him notice to leave, which he had not the power to do without the Bishop's consent in writing. He entered upon his duties in April, 1888, and the monies he received were £50 in Jan 1889, £50 Oct 25<sup>th</sup>, 1889, £50 on April 1<sup>st</sup>, 1889, and a bank note for £50 on April 9<sup>th</sup>, 1890. The stipend had been paid therefore for two years, and there was one quarter due to him. Mr Gover had only paid him under compulsion.

Defendant, in reply, stated that there was a verbal agreement between them that the plaintiff should be paid by the Bishop. After plaintiff had been nominated curate, Mr Gover told him he should not pay him quarterly, and he consequently went to the Bishop, and he was then paid £50, half a year's stipend, and he had been paid half yearly ever since, and no complaint had been made by plaintiff. Defendant contended that he did not employ the plaintiff. but merely consented to his being nominated, and he couldn't see why he should advance the money; the Bishop should pay plaintiff out of the tithings. He was simply paying Mr Storr as the Bishop's agent, and he paid him because he was ordered to do so. He had not seen the Bishop's license till that day, and he hadn't signed it. He contended that as a verbal agreement was made, which never varied, it should not be varied then, and the money was not due.

In answer to his Honour, plaintiff swore he had made application for every quarter's stipend, and he had written to defendant twice and gone to his house twice, threatening to take proceedings against him unless the money was paid.---Defendant denied any application or receiving any such letters.

His Honour, in giving judgment, said it was practically an undefended action. It appeared that in answer to an advertisement the defendant met plaintiff at the "King's Head Inn," and there agreed to accept him as his curate. The stipend was to be £100 a year, and the defendant signed the nomination paper in the ordinary form, in which the stipend was to be paid quarterly. This the defendant had not done, neither had the plaintiff done anything to have the quarterly arrangements carried out. Defendant admitted that the rent of £3 15s was due. In giving judgment for the plaintiff for the balance, the Judge added that he thought the proceedings taken by the plaintiff were premature, and he should only allow the usual court fees.

**Devizes and Wiltshire Gazette Thursday 14 August 1890**

(**OPC Note**, Rev Gover was replaced as Rector of Oaksey in November 1890.)

### **Cullompton Petty Sessions**

William Frederick Gover, of Hollis Farm, Kentisbeare, was summoned by Inspector Greenwell, of the RSPCA, for ill treating three bullocks on May 7<sup>th</sup> by stabbing them in their sides with a pair of shears.

Upon the application of Mr W T Watkins (Defendant's solicitor), the case was adjourned, Gover paying the costs of the day, 25s 6d.

**Exeter and Plymouth Gazette Wednesday 27 May 1891**

### **Tiverton County Court**

On Saturday, at Tiverton County Court, William Frederick Gover, farmer, Kentisbeare, sued Charles Reynolds, of Cullompton, for £11 2s 5d for the hire of a steam engine, goods sold and delivered, &c. Defendant counter-claimed £34 7s 2d for damage to sacks, breach of contract, &c.

Mr Watkins (Tiverton) appeared for the plaintiff and Mr A E Dunn (Exeter) for the defendant and after a hearing of over three hours, judgment for £8 18s 5d was entered for the plaintiff on the claim and £5 for the defendant on the counter-claim.

**Exeter and Plymouth Gazette Monday 14 December 1891**

### **Twenty Shillings in the £ and a Surplus**

The first meeting of creditors of William Frederick Gover, of Hollis and Henland Farms, Kentisbeare, farmer, was held before Mr T Andrew (the Official Receiver), at the Castle of Exeter yesterday.

Liabilities.--- Unsecured creditors, £912 17s 7d. Assets --- Property, viz, machinery £200, farming stock £1,195, growing crops and tenant right £150, furniture £500, other property, viz, Farming plant, such as waggons, ploughs &c £100, total as per list (H) £2,145; book debts, as per list (I), viz, Good £17 7s 8d --- £2,162 7s 8d; deduct creditors for distrainable rent, preferential rates, taxes, wages, Sheriff's charges, &c (per contra) £282 19s 4d, leaving a surplus of £966 10s 9d.

Causes of failure alleged by debtor: "I do not consider I am insolvent. I have no deficiency to account for." Official Receiver's observations: The receiving order was made on the debtor's petition, filed in consequence of a threatened distress for rent, which has since been levied but withdrawn upon my giving the usual guarantee.

He commenced business as a farmer, at Kentisbeare, about two years ago last Michaelmas, with a capital of about £3,570. Prior to this he was Rector of Oaksey, Malmesbury, for eight years. He has kept a cash book and debtor's ledger, but no balance sheets have been prepared. He states that the income from the farm has been about £300 per annum.

Mr Honey was appointed trustee without a Committee of Inspection.

**Western Times Friday 18 November 1892**