



Crime and Punishment

Oaksey

Claims Court

Charles Baker v Charles Cove

Charles Baker, builder and contractor, of Eastcourt, Crudwell, v Charles Cove, farmer, of Oaksey. ---
Claim, £25, damage to grass.

Mr Clifton, of the firm of Clifton, Carter & Co, solicitors, Bristol, appeared for the defence, and Mr Bevir for the plaintiff.

This was a singular case. The action was (Mr Bevir said) brought to recover damages to grass land in the occupation of the plaintiff, who had been under-tenant to Mr Bown, of Oaksey, of two small fields near Oaksey. His right to occupy existed up till Lady-day last, and in March, he took the fields from the Rector of the parish (the Rev Gover). In May, the curate (Rev J Storr), residing at Flintham Lodge, Oaksey, alleged that he had the right to let the fields. At any rate, he assumed to let the fields to defendant, Charles Cove; and notwithstanding they had been put by for mowing and were nearly ready, Cove turned his cattle into one field and entirely damaged and trod down the grass, and he had mown and carted away the other field. The two fields were about $1\frac{3}{4}$ acres. Mr Clifton said the trespass was admitted .

Plaintiff, Charles Baker, was called. He said: I am a builder and contractor, living in Eastcourt. In June, 1888, I took the keep of two grass fields adjoining Flintham Lodge, from Mr Bown. I was to have it till Lady-day last, and was to pay £6. I cut the grass and made a rick (about two tons) of hay. I afterwards stocked the land and fed it, and wanted to keep it on. I went to Mr Gover in reference to doing so, but I had previously spoken to Mr Storr for the same purpose. A written agreement was entered into at Mr Gover's house (produced). John Bown was there at the time. I didn't stock the fields after Lady-day, on purpose to have a better crop of grass. From information received, I went and found the grass had been trodden down by cattle and seriously damaged. Mr Cove cut one field and carted it off. It has put me to great inconvenience, not having been able to get any land since.

Cross examined by Mr Clifton: I rented the two fields previously from Mr Bown. I knew he had taken them from the Rev Mr Storr. He said he wanted £2 for the lot for one year. I don't remember telling Mr Storr I had looked at the rate-book.

His Honour said the case seemed to be a dispute between the two rev gentlemen. It appeared the Rector supplied the Curate with a residence, and the question was whether those two fields formed part of the belongings. The present case was only a dispute between Cove and Baker. If the case proceeded he should not shrink from deciding the question, but neither party having come to any written agreement a mistake had evidently arisen. He was willing to assume that rev gentlemen, like other persons, made mistakes.

Mr Bevir said he did not wish it to be understood that he was an obstacle to a friendly and complete settlement of the matter. One thing he wished to know was the terms on which Mr Storr took the premises; and on which that gentleman held Flintham Lodge and its surroundings.

His Honour strongly advised that the case be adjourned, in order that the Rev Gentlemen might come to some friendly agreement, and remarked that it was a case between Baker and Cove, into which they wished to drag an ecclesiastical dispute. However, as the spirit of compromise was not evidently in the minds of the parties, the case must proceed

John West, postman, of Oaksey, proved seeing the cattle in the fields; and Mr Bown was called, but his evidence was immaterial.

The Rev William Frederick Gover, Rector of Oaksey, was put in the box, and proved being tenant under the lease of Flintham Lodge and its belongings. He took it that his curate might occupy it. Mr Storr was licensed as curate at Lady-day, 1888. His agreement with regard to stipend was £100 a year and a house to live in. There was no agreement in writing. He never gave Mr Storr possession of the grass fields. He asked him if he was going to keep a pony, and he replied, "No, he could not afford it." Then witness said, "You had better let the fields to me. If you had been going to keep a pony you might have had the fields." He said, "They would be of no use to him, but rather a nuisance." That conversation took place on their way to the Rectory with two churchwardens. They were perfectly friendly at the time. Mr Bown came to him about the fields, and he referred him to Mr Storr. He afterwards knew that Bown had sub-let to Baker. He paid the first poor-rate on Flintham Lodge. Baker afterwards came about the fields, when the agreement (produced) was entered into. He should say the grass was worth £10. He sent Storr a cheque for the last quarter's stipend for £34, minus £1 rent of fields which he had received.

Cross-examined by Mr Clifton. There was a discussion about the rate. I told the curate if I paid the first, he must pay the second. I have nothing to say to him now. I did receive a protest against my withholding the £1. There has been a series of misunderstandings between us, and I withheld the stipend.

The Court was here adjourned for a few minutes, and the learned Counsel retired for consultation. On resuming, Mr Clifton remarked that after consideration they had concluded that the curate had acted under misapprehension of his rights.

His Honour said Mr Storr had acted in a becoming way, but he had been under a misapprehension, and a proper agreement had not been made,. He should give judgment for plaintiff for £4, with no costs on either side.

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