

Farmer Charges Servant with Disobedience 1871

County Petty Sessions Salisbury

A middle aged man Wm Cooke was charged, that being the servant of Edmund Cusse, farmer, Winterbourne Gunner, he was wilfully guilty of disobeying his reasonable orders on the 16th inst. He pleaded not guilty.



Mr Cusse stated that the defendant was his shepherd and a weekly servant. He had no agreement with him. On many occasions he had grievously disobeyed his instructions, much to witness's injury. What he now complained of was that he gave him orders to place hurdles in a certain part of a field in which sheep under his care were feeding, so that in driving them into a water meadow near the field, they would not waste any of the grass not eaten off, and that instead of observing those instructions, he acted in a contrary manner, wasting the grass, which was so valuable to a farmer at this period of the year.

Thomas Sutton, bailiff to the farm, corroborated Mr Cusse's statement, and added that defendant had done his work in a careless manner at times, and appeared not to care whether things went right or not.

In answer to the Earl of Radnor, Mr Cusse said the defendant had been in his service for a year and a half, and his lordship then inquired why he had been retained so long if he was the bad shepherd he was alleged to be.

The bailiff: We hoped he would get better, but he got worse. He does not care whether the sheep get food or not.

Defendant: You will not let me have food for them. He state din defence that he had done his best for his master, and had never disobeyed orders wilfully. He also submitted that he was not a weekly servant, having been engaged at Wilton fair for the year.

The witness, Sutton, in answer to the Bench, said there was an understanding that defendant was engaged for the year, but he was to do his work properly if retained for that term.

Mr Cusse added that it was proposed that the defendant should go on for another year, but there was no agreement to that effect. He (witness) declined to have any agreement, because he had doubts as to whether he would do his work properly or not.

The Earl of Radnor said there was no doubt a verbal agreement for another year's service, and the best thing that could be done, as there did not seem to be any chance of the parties going on together satisfactorily, was to annul it, and to order that any money due to defendant should be paid him.

The Bench concurred and the case was disposed of in that way, the defendant being, however, ordered to pay the costs 8s 6d.

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