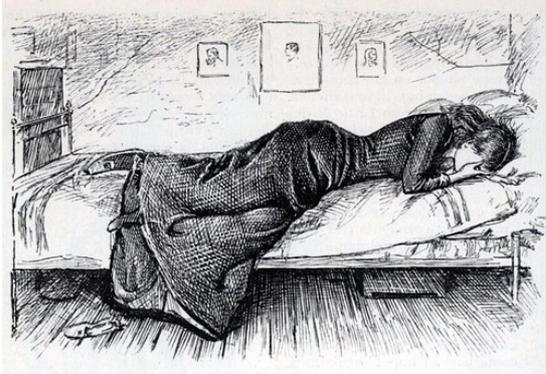


SEDUCTION 1864

ALFORD v BRACHER



Nisi Prius Court Salisbury, Saturday, before Mr Justice Byles

Mr Smith QC and Mr Buller for the plaintiff, Attorney Mr Whatman.
Mr Coleridge QC and Mr Prideaux for the defendant, Attorney
Messrs Mathews & Co

In opening the case, Mr Smith said the plaintiff was a respectable farmer, living at Berwick St John and for many years he lived at Tisbury.

The defendant was the son of a large farmer, living at Place Farm, Tisbury.

The action was brought to recover damages for the seduction of Lucy Alford, the plaintiff's daughter, and a cousin of the defendant.

The two families having been brought up near together the defendant had every opportunity of seeing the plaintiff. She was about the age of 17, and had just been confirmed when the defendant first showed a preference for her. A long courtship - broken off, however, at one time - ensued, and the defendant promised her marriage. The defendant was about five years his cousin's senior. He kept two hunters and altogether occupied a very good position in life. In 1859 the courtship was broken off, some objection being entertained on the part of the parents to the young people's marriage. The defendant proposed, however, that they should meet once again, and concluded his letter making the appointment by wishing that "the blessing of God and the sun of glory might shine upon her, and that through the washing of the Saviour's blood, she might finally enjoy an eternity of everlasting bliss".

The learned counsel said this religious vein ill accorded with the defendant's subsequent conduct - his base and unmanly desertion of the girl. Miss Alford met him as he desired, and they then agreed to meet no more, she being anxious to fulfil the wishes of her parents. In the following year, defendant became engaged to another lady, but that engagement also went off. Early in 1861 he again renewed his addresses to Miss Alford, professed the greatest possible attachment for her, and said he was anxious to make her his wife.

In November 1861, his conduct not being approved of, he was told to leave the house and not to continue his visits. Miss Alford avoided his society but occasionally saw him in company with his sisters. This state of thing continued down to March 1863, when he again met her and entreated her forgiveness. This she gave him, because he had, at that time, undoubtedly won her affections. He renewed his promises of marriage, and early in the summer he effected her ruin. Her father left Tisbury in July, but the plaintiff remained behind to keep house for her two brothers, one of whom was about to be married. The defendant visited her in June, July and August, and the brothers received him as their sister's suitor. In October, she left Tisbury and went to her father's farm at Berwick.

Here it was that she discovered her unhappy position, and her father being averse to the match, her lover was naturally the first person to whom she made known of her condition. On her doing this, he endeavoured to get out of his engagement, and to throw the whole load of shame upon his unhappy victim. In a letter written on the 22nd October, he said:-

"I think you have gone rather beyond the truth in asserting to my account what you have, although I am not about to put any better facing on the matter. I can fully understand the intensity of your grief, and your anxiety to the result must be very great. You seem surprised I have not seen you since you left Tisbury, but you must remember I promised to see you the first time when the hounds advertised for Ferne. Remember, I pray you, Lucy, that I repeatedly begged you not to walk with meyou ask me to come to some understanding with you. I am, as you say, thoughtless and unprincipled, and I presume should my honour forsake me, you will not be much outdone. However, as you say there are many things you wish to ask me, I will most certainly, before many days, see you. I am afraid that peace of mind of which you speak will never be realised by me".

And what (continued the learned counsel) of this poor girl, whose peace of mind he might have restored, and whose character he might have repaired, if he had acted only the part of a man? Instead of taunting and upbraiding the girl he had ruined, why did he not marry her, and thus save her from shame, and his own family from disgrace?

Other letters passed between them, and on two occasions he called to see her. He then tried to persuade her to go away to be privately confined, but her reply was, "No, but I have no objection to be privately married - anything to save honour. I will live in the most humble way to save my family from disgrace". He declined to be privately married, and on the 29th Nov. last wrote as follows:-

"My dear Lucy, I received your note when I returned from market last night and it has been to me a considerable grief to hear of your state and depressed spirits and now Lucy you ask me to fulfil my promise. You are wrong in the first place, I never promised to marry you. I have told you I would see you through it, but I have never in my life once said I would marry you. You are aware when I wrote to you three years ago, I told you I never could be engaged to you. The reasons why you well knew, and know now. You know I many times told you we had no right to walk about together unless we were engaged, and that I have begged you not to walk with me, and your answer was, 'Do come in and kiss me sometimes'. You have told me that you would never ask me to marry you.

I thought the hounds would have been at Ferne tomorrow, but they will not be till that day week, when I should have called, but I suppose now you do not care to see me, and that by this time you have placed the matter before your father. I do not know what plan to adopt or advise, nor can I suggest anything to you that would be any satisfaction. I am aware money would not do it, but only injure your feelings, otherwise I would gladly give it.

Instead of a merry Christmas, Lucy, this will be a melancholy one and where I shall obtain my scanty meal on that day. God only knows, perhaps in England, but likelier on the salt water these things generally terminate badly, and it is the Almighty's judgement and displeasure now coming upon us. This world is one of perplexity and sorrow, and Heaven only knows I have had my share. Perhaps you consider my heart hard, but yet I think my honour has never been disputed, and has been untarnished until now."

It would be seen that the defendant wanted to make out that he was the victim, and not this poor unhappy girl. He seemed to care more about the hounds that he did about her, the pleasures of his horse were everything; those of hers, nothing. He was not the sort of man to give up his own pleasures for the "salt water". If instead of preaching and taking refuge behind the shield of hypocrisy, he had acted like an honest man, he would have secured the good opinion of all whose opinions were at all worth having. The poor girl wrote, indignantly repelling all his insinuations, and telling him plainly that his letter was a pure fabrication from beginning to end. She repeated that he had often promised her marriage, but said she at last saw that he was bent only on accomplishing her ruin. To that letter, defendant replied as follows:-

"Dear Lucy, I scarcely know how to reply to your letter. It is evident to me you intend making your case out good and to refute everything I say by terming it false and fabricated. Indeed, your summing up is that I am a great liar. I have, since I last wrote to you, been asked by my father and mother of your writing to me. I felt in a fix; however, I assured them that then nothing. I further told them I had never made you an offer, that I was not engaged to you, and that I should never marry you. They replied, 'If every you do marry Lucy Alford, you shall never have a farthing of my money as long as you live. I will cut you off without a shilling. I have told you so before, and if you choose to run against my wishes, you know what the consequences are'.

Well, I knew this before, and I have told you the same scores of times so that I was not disappointed. I shall never ask for any help. I would rather die in a ditch, and whatever becomes of me I care not one single I am heartily tired and sick of life. As it is, the sooner I leave home the better. I have sent to a friend in London, and advertised for a situation. I think it an exceedingly sorry fate for a young man to come to who has been brought to know the comforts and luxuries of life; but still I have no other alternative, as I well know as soon as it becomes known, there will be a terrible row with our family, and I should prefer quitting the scenes of my childhood, if for ever, to stopping at home in such fear. If it should thus happen, and you will come to me when I am away, you will find me willing to support you as long as I have a shilling of my own.

I had hoped brighter days were in store for me, but alas! they are all gone. You have asked me to give you a final answer. I have never promised you, and shall never marry you the fact is patent to all Tisbury, that you courted me rather than I you, and if this comes to a miserable end, you will in honesty flame yourself as well as me. Sensuality is a grievous sin, but our ~Saviour said to the woman who has taken in adultery, Go and Sin no more".

What did he mean by such blasphemy? In the same letter, he proposed that, she should take private lodgings at Marlborough or London, but she refused, and wrote:-

"I would do anything to avoid disturbance, if it could be done to my honour, but your proposals tend to anything but that. If I were to consent to keep this from my family, many falsehoods must be invented, and if you are willing to support your child now, you will not in a few years' time. You are likely to form another connection, and deny me your promises then as you deny them now, and say 'Why did you not make your claim before?' Or you may meet with losses in business and life is uncertain. In the event of either, my poor child would be neglected. The world would then condemn me and say I had not a higher claim to make or I should make it now.

There is one thing I know and you know. It is that no girl in the world ever had a higher claim upon a man than I have upon you. And now, James, I am going to ask you a question - one that I have asked you before, but you have never answered, and that is, why do you turn from me now? You knew (pretty nearly) our circumstances, as well as my education, when you made your faithful promises. I am not altered more than you have altered me since then; and it is nothing but just and fair for you to give me an answer.

An alliance with you, as I said in my last, would be no advantage to you, but it is this child we shall both have to answer for. Who but a mother can give it that warmth and love it so naturally requires, or supply the fostering care of a father? You say if I act in opposition to your wishes, I am to expect no favour from you. You have shown me no favour yet, and if you had the regard for me as ever, you would not stay from me now. In conclusion, James, I hope if ever you form another connection, you will find a girl as pure as you found me, and that she will be as faithful to you as I have always been. Yours, &c., Lucy Alford"

This the learned counsel regarded as a most proper letter, and said he was sure the jury would feel that the defendant's conduct had been most heartless throughout, and that the plaintiff was entitled to substantial damages.

Miss Alford was then examined and deposed to all the circumstances attending her acquaintance with the defendant. She repeated, on her oath, that the defendant frequently promised her marriage, and that the last time he came to see her at Berwick he said he would come within a week and make everything right. She had never seen him since that time. He offered her three £5 notes, but she replied, "I will never take money from you until I have a right to it". He then said his father was quite agreeable to their marriage. He said he was expecting to receive between £1000 and £5000.

The witness was cross-examined at great length by Mr Coleridge, but her evidence was not shaken. She said the first time her father met her with the defendant he was very angry, and ordered her home. Her father did not like the defendant, but she still continued to walk with him.

She positively denied having walked with him at all during the year 1862. She also denied having yielded to him before 1863. From October to Christmas last year, he was constantly promising to marry her.

Re-examined: She did not like his conduct towards her in 1861 and consequently forbade him the house.

James Alford, the plaintiff, and John Alford, his son, were also examined, and deposed to the facts material to the issue; amongst others to the defendant's position in society.

Mr Smith then summed up the evidence, and pointed out that there had been no imputation of intimacy on the part of Miss Alford with any other man but the defendant.

Mr Coleridge addressed the jury for the defence, and said that if heavy damages were awarded, the defendant would be unable to pay them, as he was entirely dependent upon his father. It was not correct to say that he had an atom of property of his own. He reminded the jury that this was not an action for breach of promise, but one on the part of the father to recover damages for the loss of his daughter's services.

There was nothing like a promise in the whole correspondence, or the case would doubtless have come before them in another shape. The plaintiff, he contended, had sustained little or no damage, because his daughter was till with him, and he thought there was nothing to take it out of the ordinary run of such cases - of two persons living together in close intimacy, and going astray.

A great deal had been made of the scriptural allusions in some of the defendant's letters. Unquestionably the man who made use of religion as a means to sensual ends ought to be scouted out of society; but it was well known that in country places, it was a very common thing to use scriptural phraseology. The defendant's were not exactly the sort of letters which a highly educated man would write, but the point was, after all, deserving of but little attention. Mr Bracher must undoubtedly support the child, but he did not think the plaintiff had made out a claim to heavy damages.

His Lordship, summing up, said he regretted the action as not one for breach of promise, because in such cases, neither the plaintiff nor defendant could be called as witnesses. He also regretted that this young man had no property, so far as it appeared, because some provision ought to be made for the girl.

Whatever might be the verdict of the jury, he would seriously and earnestly commend it to the attention of the two fathers, to see if they could not make some arrangement between themselves for the young woman's benefit. He did not agree with the learned counsel that the loss to the plaintiff was comparatively small, because he had to take to his home a debauched, ruined, and disgraced daughter.

The jury must have the interests of the young woman at heart, but if they gave very heavy damages, there would probably be less likelihood of their recovery. The jury found for the plaintiff - damages, £500.

Devides & Wiltshire Gazette Thursday 21 July 1864

At the Bankruptcy Court on Friday before Mr Commissioner Goulburn, the case of James Henry Bracher, of Place Farm, Tisbury, came on for hearing. The bankrupt, who is described as a farm bailiff, applied on the 25th ult. to pass his examination, and for an order of discharge, in order to get rid of a debt of £500, damages recovered against him in an action of seduction.

Mr Munns, from the first of Messrs Harrison and Lewis, solicitors, Old Jewry, who supported the bankrupt, stated that His Honour had fixed that morning to deliver judgement in this matter to take the case out of Court. His Honour said: I rejoice to hear that so satisfactory a result has been arrived at, for I consider it is far better that the matter should be settled, and the bankruptcy annulled, than that the bankrupt's petition should be dismissed, and the parties subjected to heavy costs of an appeal.

Mr Aldridge (represented the official assignee): then your Honour's order will be that the bankruptcy is annulled?

His Honour: Yes, as I understand all the parties are agreed. Mr Munns said that was so. The bankruptcy was accordingly annulled and the proceedings ended. The terms of agreement did not transpire.

Devides & Wiltshire Gazette Thursday 08 December 1864

London Bankruptcy Court, Friday

Re Bracher

The bankrupt was a farm bailiff at Tisbury, and recently applied for an order of discharge. The application was opposed by Mr Sargood, on behalf of the father of a young lady residing in the neighbourhood of Tisbury who had been seduced by the bankrupt and had recovered £500 damages, and the other debts on the schedule amounted to only £7.

It was contended by Mr Sargood that the petition was an abuse of the process of the court, and was not within the spirit of the Act of Parliament, the object of which was to administer assets as well as to afford relief to the debtor. On behalf of the bankrupt, the contention of Mr C E Lewis was, that in the absence of any special enactment, his client was entitled to an order of discharge; and that, admitting the immorality of the bankrupt's conduct, the law was in his favour, and he was entitled to the benefit of it. The case stood in the paper of to-day for judgement.

It was now stated that an arrangement had been come to, and that the petition would be annulled by consent. The Commissioner said he was very glad to hear that the matter had been settled and that the petition had been annulled, which would practically have the same effect as if it were dismissed, with the exception that the expense of an appeal would be avoided. It was very satisfactory to find that the parties had been so well advised. Petition annulled accordingly. Messrs Bartlett and Munns attended on behalf of the various parties.

Western Gazette Saturday 10 December 1864

Jan Oliver, March 2013