



Bankruptcy of Charles Lucas

The first meeting of the creditors of Charles Lucas, innkeeper, of Wishford, was held at the Official receiver's offices, Salisbury, on Tuesday afternoon. Mr. F. A. Dawes (the Official Receiver) presided, and there were also present, Messrs. G. Gibbons, G. Goulden, F. Tutt, W. Kidson, F. Thresher, G. Plowman and G. M. Young. The Debtor in this case had not sent in a statement of affairs nor furnished the Official Receiver with a complete list of creditors. Mr. Dawes remarked that he had no statement of affairs to present to the meeting. The fact was, he said, that when the Debtor filed his petition he (Mr. Dawes) asked him if he would be able to make out his own statement. The Debtor having intimated to him that he would not be able to do so, he advised him to seek the services of Mr. Baker, an accountant. However, as far as he was aware the Debtor had not gone to Mr. Baker's office. He and Mr. Baker went to Wishford, and although they remained there for a considerable time the Debtor did not put in an appearance. He must say he had no reason to believe that the Debtor had called at his office since, but he was certain he had left no statement of affairs. Mr. Lucas had also called at his (Mr. Dawes') house and asked him for some maintenance money out of the estate. He declined to give him any money for several reasons. In the first place, the Debtor had not given him any statement of affairs. And there was another reason. When he went to the Debtor's house at Wishford he could only find about 3s. 6d. in the house, but he (Mr. Dawes) happened to know that some 18 gallons of beer had been drawn on the previous day. The Debtor had also sold some wood at an auction the day previous to, for which he (Mr. Dawes) had not received a threepenny piece. He should estimate that the auctioneer's bill would amount to some 30s. In consequence of the absence of a statement, he applied to the court for an order of adjudication, and the Debtor was accordingly adjudged a bankrupt.

Mr. Gibbons asked the Debtor whether, with regard to goods supplied to him by Messrs. Read and Co., by whom a writ was issued against him, he did or did not receive those goods himself; and whether he ever admitted that the debt was contracted by him?

The Debtor replied that he had never had anything from the firm.

Mr. Dawes: Did you call on any solicitor with reference to that matter?

The Debtor: No.

Q: Have you ever seen any solicitor at all about the matter?

A: No.

Mr. Dawes: Well, I happen to know that solicitors have been acting for you. Then, I suppose, if any solicitors have been representing you they have been doing so without your consult?

A: Yes.

Q: Have you ever admitted that you purchased these goods?

The Debtor replied that when the sheriff came to his house to execute the judgement summons, he asked him (Mr. Lucas) if he knew Mr. Read who had served the summons. He replied that he knew no Mr. Read except Mr. Read the coal merchant.

Mr. Dawes: Do you know how much Mr. Read's writ was for?

The Debtor: I do not know for certain, but the man who was left in charge told me it was for £20. In answer to further questions from Mr. Dawes, the Debtor said he did not know on what terms the goods were brought; in fact, he knew nothing at all about the purchase. He had not seen any cases of goods come into the "Royal Oak." The stationmaster at Wishford had told him that a case of goods had been brought into Salisbury and sold by auction.

Mr. Dawes: You have no idea as to who the auctioneers were?

The Debtor replied in the negative.

A Creditor: I think you are aware, by common report, of the names of the auctioneers.

The Debtor: Yes; Messrs. Dear and Woolley.

Mr. Dawes (to the Debtor, who was smiling): I must tell you, you are in a very awkward and serious position. You will find it no laughing matter. The present Bankruptcy Act is not the act of 1869. This Act was passed to help an honest man out of his difficulties, but not to help a man who is not honest. Continuing, Mr. Dawes said that in answer to the list of questions previously sent to him, the Debtor had stated that he had been in business at the "Royal Oak" for five years, he having commenced in January 1880, with £30 in cash and the present furniture, or a portion of it. He had never been in partnership. He had never kept any books, his being a ready-money business. He had no money at the banker's when he filed this petition. He had delivered over to the Official Receiver everything capable of delivery. He estimated his assets, including the furniture and stock, at £150. He had no property in expectancy or reversion.

Mr. Dawes (to the Debtor): Does the whole of the furniture belong to you?

Debtor: No, not all. Three parts of it belong to me and the rest to a Miss Emily Shergold. I handed the rest of the Shergold family £40 each a short time back, making £120 in all.

By Mr. Dawes: He should estimate that the value of the stock on the premises when he filed his petition was from £5 to £8.

Mr. Dawes said that there were only three or four bottles of spirits in the house.

The Debtor: Wasn't there some porter left?

Mr. Dawes: Not that I am aware of.

The Debtor: It was under the bar-window.

Mr. Dawes: Yes, put there after I left, I suppose?

Continuing, he said that the rest of the stock consisted of from 230 to 240 cigars.

Mr. Dawes then resumed reading the Debtor's answers to the questions previously sent to him.

He (the Debtor) believed the total amount of his liabilities to be £550.
Mr. Gibbons: My proof is for £623.

The cause of his failure was, continued the Debtor, through an execution being put into his house in January 1886, for a debt he was not aware of having contracted. He could not say what had been the amount of his income or of his household expenses. He had made no previous assignment or arrangement with his creditors.

Mr. Dawes: Did you not make an arrangement with your creditors to pay 5s. in the pound three years ago?

The Debtor, after some hesitation, replied in the affirmative. He had not, he said, understood the wording of the question. It was Miss Shergold's affair as much as his. They were "sort of partners."

Mr. Dawes: I know nothing about his at the time. Were you in partnership then?

The Debtor: No. When the rest of the family went away she stopped at the house.

Q: When you paid your creditors was Miss Shergold in partnership with you?

A: No

Q: What were your reasons for calling it a partnership?

A: I didn't know what else to call it.

Q: Did she have any of the profits of the business?

A: No.

Q: Did she leave anything with you when she left?

A: No.

Q: Then it was Mrs. Lucas who had the management of the house?

The Debtor: Yes.

In answer to further questions, he said he did not know what Miss Shergold's keep came to, and he did not know whether Miss Shergold had money for her clothing from the business.

Mr. Gibbons: How long did a Mr. Hannen stop in your house?

The Debtor replied that Mr. Hannen had stopped with him for about six months. He did not know whether Mr. Hannen had paid him anything or not.

Mr. Dawes: Can you give me any information with regard to the two or three dozen brandy bottles found in your parlour cupboard?

The Debtor: I cannot do so. I have not looked in that cupboard for two years.

Mr. Dawes: Well, I may be able to tell in a week or two when I see how matters turn out.

A Creditor: Has Mr. Hannen had anything to do with your business for the last six months?

The Debtor: No.

Mr. Gibbons: Did you bring in some empty cases into the house when the men were in possession?

The Debtor: Yes, I brought them in to show them to somebody.

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A Creditor: Isn't it a matter of fact that your wife is the head of the business and you simply a figure in it?

The Debtor: Yes.

Mr. Dawes asked the Debtor if he believed that Miss Shergold claimed part of the furniture?

The Debtor replied that he supposed so.

Mr. Dawes: You have no authority for saying so?

The Debtor: No.

Q: Are you aware that in February 1883, you sold all your interest in that furniture to Mr. Gibbons?

A: I don't know that.

Mr. Gibbons: I suppose you know it was valued, and who paid for the valuation?

The Debtor: Yes.

Mr. Dawes: The of course, the furniture belongs to Mr. Gibbons. I can tell the creditors that if Mr. Gibbons had not acted in the way he did and refrained from having a bill-of-sale on the Debtor, not a copper would now have been theirs. It even now depends upon whether the landlord distrains or not. If he distrains you possibly will not have a penny. Addressing the Debtor, Mr. Dawes then informed him that he should require him and his wife to be ready to leave the house by the following day (Wednesday). The way his man had been treated by the Debtor was not to be borne. He did not wish to be harsh in any way, but he did not consider that he had been properly treated by his man being turned out of bed at nights and subjected to many other annoyances.

The proceedings then terminated.

Salisbury Times, 6 February 1886

OPC Note:

The Great Wishford 1881 census records:

Charles Lucas, 26, Keeper of Public House employing other man, born Coombe Bissett; Pauline Lucas, 27, wife, born Wishford; Emily Shergold, sister-in-law, assistant to publican, 30, born Wiltshire.