

# 1896 - PLUM PUDDINGS AND GARTERS

Described at the time as an "amusing" breach of promise suit between Gloucester widow and a Tibberton Farmer.

This fascinating case is best presented using much of the original dialogue as reported in many local and national papers of that time. How this was perceived by local residents of the time we can only speculate.

**At Hereford Assizes in June 1896, before Mr. Justice Hawkins. The plaintiff, Jane Elizabeth Challen, widow, 56, Oxford Road, Gloucester, sued the defendant, Thomas Brewer, a farmer of Tibberton and widower with a family, for damages for breach of promise of marriage.**

Mr. A. Gwynne James an earnest Hereford solicitor spoke for the plaintiff. For the defendant, Mr. Darling, Q.C. and M.P. for Deptford was a more controversial figure in his day with a reputation in jury trials for playing to the gallery with frivolous interventions and jokey asides.

Mr. James, opening the ease for the plaintiff, detailed the circumstances under which their acquaintance was made, in a grocer's shop in the beginning of 1892. They subsequently met in College Street; and again, while the plaintiff was going to the Musical Festival. Defendant was very persistent in his desire to know her address. Plaintiff first declined to have anything to with him, but eventually allowed him to visit her. This he did twice week, and then more frequently, remaining to dinner and supper sometimes. They became very friendly and talked over their family affairs together. Matters went on until October, when upon one occasion, having sat talking with her for some time in the evening, he asked her to marry him. He said, "Will you have me for a husband." Mrs. Challen was a little bit careful at first and would not accept him. Then he went on, "be my wife, there's a dear, and I will stick with you and be true."

She said, "You must give me your word as a man of honour, I am living here alone as a widow," and he said, "I promise to make you a good husband." She then did consent to become his wife. She was then in widow's weeds, and he asked her to leave off her mourning clothes, which she did, and on here return in new attire he expressed his approval of what she brought in

substitution. They had their photographs taken, and defendant said, "*I'll put them in my chequebook, so that your photograph like your memory and your face shall be nearest my heart.*"

In the latter part of the year, they met continually, amongst other things, which might have influenced Mr. Brewer was that she was excellent cook, and at

Christmas time, Mr. Brewer asked her to make him some plum puddings. They went out and got the ingredients. Mr. Brewer was not content, but saw the cooking of these, and he went home just before Christmas with nine plum puddings in his trap, the present of the widow for him and his family.

In 1893 there was a Conservative ball, and Mrs. Challen having put aside her widow's weeds, was anxious to go. Mr. Brewer was perhaps a little jealous, and he tried to persuade her not to go. Perhaps this could be a

reflection on the defendant's possessive state mind at the time. None the less, together Mrs. Challen and Mr. Brewer visited Cheltenham, Hardwicke, the Bath and West England Show, and other places. Then came the question about the wedding. Her dress was discussed, and they concluded that the most fitting drees for lady of her position marrying gentleman of his position would be silver-grey, and silver-grey silk dress was



The Judge Mr Justice Hawkins

# Stroud

Registered.

AMUSING GLOUCESTER BREACH  
OF PROMISE ACTION.

WIDOW AND WIDOWER.

At Hereford Assizes on Monday, before Mr Justice Hawkins, Jane Elizabeth Challen, 56, Oxford Road, Gloucester, sued Thomas Brewer, farmer, of Tibberton, and a widower with a family, for damages for a breach of promise of marriage.

6d ; total, £4 13s 5d. (packet of flour, 1s ; 1 pudding cloths, 1s ; for (More laughter.) Ques defendant alleged had t of 1893 between plaintif meadow, she said they friendly ; he gave her a asked her if she had g (Loud laughter.)

The Court then adjou The hearing of the Tuesday. Where am Mr Darling, addressin

bought. Mr. Brewer said it was a very suitable dress and just the thing he should desire and be went and got pair of trousers to match.

Mrs. Challen had some money. Counsel did not know whether that was the matter which influenced defendant, but at all events he had been to make enquiries. First, he asked her to lend him £100. She was not quite willing to do that. He then asked to see the deeds of her property, and she was not quite willing that he should see them. Then he proposed that if they married, he should have little of the property. She said, "*No, I want the life interest myself to settled upon me.*" He then asked her for half the life interest. She was sensible woman, and she refused to give him even half this money, but she said she would leave her money in her will to those who would be good to her while she lived. On one occasion Mr. Brewer said, "*Ah, haven't I sworn to be a good husband?*" and in fact his feelings overcame him, and he fled into her arms, they embraced and kissed, and waltzed round the room.

By now Mr. Brewer continued to press to the point where he thought he had obtained her money. He had suggested that she should withdraw her fire insurance policy and it was better to insure as husband and wife. She had agreed to this arrangement.

Mr Brewer by now was now visiting every week, mostly two or three times until in August 1893, when after a

pleasant summers evening together, for the first time he stayed all night. (*An intake of breath could be heard in the courtroom.*) It so happened he had brought his wedding trousers with him that day, and he told her that he wished to be married the next day at Malvern, a license could be obtained, and they should be married there and then. She, believing the statement to be true, trusting in the honour of the man who had sworn before God to be true and protect her and be her husband, he was allowed to remain in the house that night, with the result that she was seduced. During Arrangements were made the next morning. He was to go away, and she was to go by a later train, and he would meet her at Malvern later that day.

She went to Malvern by train and waited for him at the station as agreed, but he did not turn up. By the evening and now in an increasing state of distress and no means to return to Gloucester, she sought refuge at her brother's house at Mathon, Herefordshire not far from Malvern. In her brother's company she calmed then wrote a letter complaining of the defendant's conduct. Later the next day she then went back to her home in Gloucester.

What of Mr Brewer, no messages were received or sent explaining his absence until he went see her the following day. He made excuses and somehow Mrs Challen was appeased, and matters went on.



Illustration of an Edwardian Court: The Langworth case of 1887

Mr. Brewer continued to be affectionate but raised the topic of postponing the marriage from time to time. Mrs. Challen was getting very distressed. It soon appeared that another lady had come upon the scene, a Mrs. Goodall and Brewer had been paying her attention and visiting her. Mrs. Challen very naturally objected. He told her that there was nothing in it, but she would not be played with, and she began seriously to doubt him, in the end said, she hoped he would keep his word. She now wrote to Mr. Brewer repeatedly, and after consulting a friend was determined to keep copies of any these letters. The letter written previously by her at her brother's house had been destroyed; naturally, these letters were of a most damning character against him.

Counsel proceeded to read out letters of which plaintiff had kept copies. In most of them she reminded him of his promise and urged him stick to it. She pointed out that he had ruined her life and made her home a burden and misery to her, and that he had been trying to take away her good name, which she in no way deserved to be treated in the manner. She would be a good wife to him, and good mother to his children. In one letter, she said she did not expect him to fulfil his promise, and if he did not, he should return her letters and everything he had of hers, not least the garters? The court heard she had made several pairs of garters for him. (*Courtroom laughter was heard when these details were read out.*)

In another letter she said "I should think old "Nick" is in you for telling lies. I shall hold you to your promise. Don't be coward and run away." She reminded him of the words he used to her, such as, "There's a darling, be my wife." She also said, "You are more a monkey than man. A monkey runs away when he has done wrong, and you run away. You are like the dog in the manger; you don't want me yourself and won't let anyone else have me." There were no replies to these letters. The only manly thing, said counsel, he could have done would have been to reply to them and give some explanation, and not take her good name away. (*By now the gallery no longer found laughter in contents of the letters.*)

After a short recess the court continues, Mrs Challen as plaintiff was called by Mr Corner taking over from Mr James to question Mrs Challen. After the formalities and during her early evidence, she stated she knew the defendant some year earlier in 1889, but did not make

his acquaintance until 16th May 1898. On that day they met in a shop; she was wearing widow's weeds and she said Mr Brewer asked, "*Is your husband dead?*" Mrs Challen replied, "*I am sorry to say he is.*" Mr Brewer replied. "*I will come and see you.*" Shortly afterwards she saw him again in the town. He asked her how she was, and asked where she was going. She replied. "*I am going through the city.*" He walked with her as far as the top of Southgate Street. She promised to meet him afterwards and saw him again in College Court when she was going to the Cathedral. The dialogue continued in the somewhat stilted manner.

Mr Corner asked. Was that when the festival was on? — Mrs Challen "*No. before.*"

What happened at the festival? — "*He asked me not to go to the festival.*" He said, "*I am going to Cheltenham; come with me.*" I said I should go to the festival all the week, as I loved music.

Did he say anything then about your address? — "*No, not at that time. The next time I met him was the town, the Saturday after the Festival,*" and he said, "*I know your address; I shall come up.*" I said, "*I shall not be home. I am going over to my aunt's.*"

Did you give him your address? — "*No, I never gave him my address.*"

Did he come to your house? — "Yes, after the festival. It was the second Wednesday in September. He remained hour and half or more."

What passed? — "*He asked me to be his wife. I said, I cannot give you an answer today; I will give you on Saturday.*"

Did he come again on the following Saturday? — "*Yes and remained from five to seven. I made him a promise to be his wife, it was finally settled.*"

What did you say? — I said, "*Don't come here, get me to love you and then leave me. I am living here alone, and I must have your word a man of honour,*" and he said, "*I am truly honourable to you.*"

What did he say? — "*Be my wife, and I will be true and honourable.*" And said, "*I will.*"

That was the agreement made? — "Yes."

Was anybody else in the house? — "*No. only and Mr. Brewer.*"

Was any time fixed for the ceremony? — "*In three months from that time.*"

Did Mr. Brewer call afterwards? — "*He never missed week. He used to come any time. And here is a stick he*

left once when he came on horseback." (The manner in which Mrs Challen waved the stick amused the gallery.)

At the time you were introduced you were wearing widow's weeds? — "Yes, and six weeks afterwards."

How long had husband been dead when Mr. Brewer made this promise marriage? — "Nine months."

Was any suggestion made about you wearing weeds? — "He did not wish me to wear them, and I left them off at his request."

Do you remember his having some photographs taken? — "Yes, and I went to see the proofs. There were four negatives. He asked which I liked, and I was to pick them out."

Did you go with him when he had them taken? — "No."

Did ask you to do anything regarding the photographs? — "He asked me to have what I liked. I chose two. I thought they were the best features."

Did you afterwards receive them from anybody? — "Mr. Brewer bought them, I chose them he gave them to me. They are very good likenesses and that is the dress I wore when I went out of mourning."

Did you give him anything in return for these photographs? — "One of the photographs."

And where did he put the photograph that you gave him? — "In his chequebook."

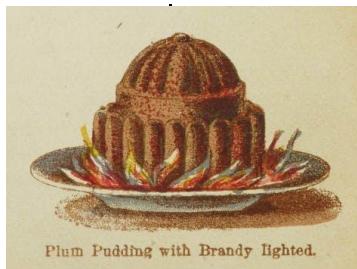
Where was the chequebook kept? — "In his breast pocket."

Very near his heart? — "Yes." (A chuckle of laughter in the courtroom.)

At this point the Judge commented with the surprising remark: "Lower down, I should think!" (Followed by more laughter.)

Mr Darling the defendants brief so far had paid little attention and not spoken but now, clearly with an eye to favour the judge Mr. Darling added: "Near where the plum puddings were, my lord. Near his stomach." (A lot of laughter including a smile from the judge before he brought the court to order.)

Mr. Corner continued: Did he say anything about plum puddings! — Mrs Challen said: "That was two months after the photographs were taken. Mr. Brewer asked if I would make some puddings. He said only had a young



servant. The housekeeper had left. Be brought the fruit and suet, and I found the fire, the pudding cloths, the basins, and the trouble of making them."

How many did you make? — "Nine. They are a large family, a number of boys the young Brewers."

And what became of the puddings! — "Mr. Brewer came and fetched them."

Mr. Darling now looking for some sport with the dialogue and said loudly to the court. This takes the place of the chops and tomato sauce, my lord.

Mr. Corner: Did go to the festival together? — Mrs Challen as plaintiff, said "Mr Brewer wanted her not to go the festival, but she would go."

The Judge: Then you were obstinate.

Mr Corner continuing: Do you remember anything about a wedding dress? — Mrs Challen said — "Mr. Brewer wished me to get married and wished me not to wear dark blue. I am very fond of dark blue myself but we chose a beautiful silver grey material."

Did Mr. Brewer see the wedding dress material before it was made was made? — "I fetched it from the young person who was making it. He saw it and approved it."

The Judge: What month was this? — The Plaintiff: "May June 1893."

Mr. Corner: Did Mr. Brewer ever ask you anything about money? — "He asked me about mortgage. I had some money, and I said I had been asked to lend out £100 at six per cent. He did not seem to like lending out and wished to see the deeds."

When was this? — "In July."

Do you remember going to Malvern on one occasion? — "In August 1893."

What was the arrangement? — "Mr. Brewer had been at my house a few days before. He said he would arrange to come over there the night before and sleep at my house the night, as it would be more convenient to get away in the morning."

He stayed there that night! — Plaintiff (without hesitation): "Yes."

Did he have wedding trousers on? — "Yes. He said they would match my wedding dress." Some chuckling in the court.)

He stayed that night! — Mrs Challen then hesitatingly replied: "Yes. We were to start the next day. He said,

*we will be all right: you will be my wife before this time tomorrow. We left by the first train in the morning, and he said he had to get off at Barber's Bridge, few hundred yards from his home at Bovone Farm. I went onto Malvern, as arranged, and waited for him there; but he did not turn up I took a cab and went to a relative, and afterwards I came back to Gloucester. I tried to communicate with him. He never answered my letters but eventually came to my house the following Saturday morning."*

What suggestion or excuse did he make regarding his non-attendance at Malvern? — *"He told me he arrived at Bovone Farm to receive news of urgent business to do at Red Marley and could not possibly leave it."*

Did you accept this excuse? — *"I had to."*

Did you notice anything change in his manner? — *"He later told me his son William was going to be married, and he was teaching his other son Tom to do the butchering. He was helping Tom get away from home before he took wife there."*

Had you made him a number of garments in the prospect of becoming his wife? — *"He asked me to get some milking aprons for his sons. I bought the material and made them. He also asked to make him a shirt made all of which I completed for him."*

Did you make any other garments? — *"Only some garters to wear."*

Was that for the wedding or after? — Mrs Challen quietly responded, *"I do not know now."*

After a lull Mr Corner continued, was Mr. Brewer in the habit of bringing you fruit and vegetables? — *"He used to bring me eggs, turnips, and apples."*

Mr. Darling: There is no counterclaim for that my lord.  
(*Ripples of laughter in the court room.*)

Mr. Corner: Then there was something in regard to an insurance? — Mrs Challen replied: *"He told me to, take my insurance from the 'Economy', and put it into the 'London, Liverpool, and Globe'. It will be much better there and when we are married, I will take care of it and there will be no more bother. I lost over that as I had to pay six months' extra insurance."*

Did he explain his position at all? — *"He showed me some interest he had received. He said he had hundreds pounds more. He told me he farmed 2,000 acres of land, but I am told it is not more than 500."*

Did he tell you what his income was? — *"No; he is the wrong man for that. He is too secretive and greedy."*

Before Malvern, I believe you were in the habit of frequently going out with him, did you go to his home? — *"Yes, for a long time. We went to a number of places. He asked me several times to go home with him to Bovone Farm. I never went."*

Why didn't you? — *"I did not like to especially when there was no lady there."*

After Malvern did, he continue to visit you? — *"I waited for him however after time I told him the time is up. When are you coming to see me? He said, I am coming. It will be all right. He always promised to come. I stayed in whole evenings, wasting my time, and he never came."*

Did you fancy he was neglecting you, and was not going to fulfil his promise? — *"Yes."*

Had you written to him? — *"Dozens of times. In January 1894, I wrote him and again on 31st March, and he acknowledged my letter the following day."*



In several of these letters you referred to the promise he had made? — *"Yes. I told him I should expect him to fulfil his promise of marriage."*

Mr Corner with concluding question said: When did you last see him to have any conversation with him? — Mrs Challen replied: *"Last September. I told him I should hold him to his promise. He did make any answer but ran away."*

Mr. Darling, with his Lordship's permission, postponed his cross-examination of the plaintiff until some corroboration of her evidence had been given.

The court heard Miss Emma Gardiner, dressmaker, Hempsted, was called and she stated that in June. 1893, she went to the plaintiff's house about the making of dress. Mr. Brewer and the plaintiff were there. Certain dress materials were shown them, and after a pattern had been chosen (and of which the defendant approved) the dress was produced, which was composed of grey silk. The Witness heard defendant say to the plaintiff "If you will get a servant we will be married." The dress was taken home, and the defendant when asked his opinion of it, he said, "That will do".

Following cross examination by Mr Darling, the witness confirmed she had worked for Mrs. Challen before and since.

Mrs Challen was then cross-examined by Mr. Darling. He stated that Mrs Challen had confirmed she had found out as long ago as January 1894, that Mr. Brewer did not intend to marry her but did not bring any action before May 30th 1896, over two years later. Why? — *"I kept copies of all letters I wrote to him because Mr. John Long, my solicitor, advised I should. I gave Mr Long all the letters and made two affidavits to two packets of letters I had written to the defendant. Mr Long was then taken seriously ill."* Mr. Long was not her solicitor in this action.

Mr. Darling proceeded to read out from a letter dated June 1893: Sir, I request the pudding basin returned to me, also the bill below. These include: half peck of flour, 1s.; 3 milk aprons, 3s. 10d.; padding cloths, 1s; paid for making shirts. The total of these amounts was 6s. 1d.

The letter concluded: Now I have not charged for teas, suppers, and sundry other things. If this is not paid within the week I shall take proceedings. Mr. Darling



*A Vanity Fair caricature of the day Mr. Darling, Q.C., M.P. for the defendant.*

then read a list of items occasionally pausing to allow ripples of laughter to subside in the court these included: 100 teas at 6d. each, £2 10s for 30 suppers, beer and whiskey, £1 10s. 6d; 8 pudding basins at 4s. 4d; coals for cooking the 'pudding', 6d; total, £4 13s. 6d.

Mr. Darling then quoted from another letter by the plaintiff to the defendant: My dear Tom. Sir. I shall hold you to your promise and look forward to our days together." The letter went on further: On looking over the beer bill. I have not charged for all the beer or spirits you had with me. Please return the platter for the plum pudding, I must have it returned. With all my love." (Laughter in the court.)

Mr. Darling: Were you supplying him with teas for which you were to charge, or were you and he lovemaking? — Mrs Challen replied, *"Lovemaking"*

Why did you charge him for the pudding? — *"Because he didn't turn up afterwards."*

The Judge: What, bury all this love in a pudding basin! (Laughter in the court.)

Mr Darling continued, did you mean to say you when you sent that letter, to whom seven months before you had sent this bill beginning 'Sir,' charging him for pudding basins and other things. You represent that this of is case of true love? — Mrs Challen responded: "I thought so."

Were you thinking of love when you sent him that bill? — "Yes, because I thought he would have paid it if he loved me. I wanted to bring out little of his temper." (Laughter.)

What are those objects you have with you? — "It's his whip, he left it behind. He promised me a horse to ride to hounds and I thought I could use his whip. He rides to hounds himself, and here is his tobacco pouch." (Laughing in the court.)

Were you advised to bring these things with you? — "No, I thought I would do so."

Are they to show your affection for him? — "I don't know about that."

As to the photographs, I understand you got them from the photographers. — "Certainly not. He gave them to me."

Did the defendant not on a visit your house show you a some of his papers, and amongst them were the photographs. And did not you keep them? — "Most certainly not. I never did anything of the sort, the very idea, ha."

Is that what really happened? — "I went down the photographers and chose them from the negatives, and a gentleman was present who is now in Cirencester."

Had he (the defendant) never spoken of marrying you in the presence of anybody except Miss Gardiner? — "We were not children. We were people who knew our minds and I didn't give him my answer till I had made up my mind. We were not children."

I ask you; did you ever speak marriage together in the presence anybody except Mrs Gardiner? — "We never had anybody else present. Oh yes! Miss May Sherwood was there once. I have her photo her; will you have it?"

Mr. Darling responded. "No, no, I have not the slightest interest in her; not one bit."



Edwardian silver-grey dress

Did you ever get any answer from the defendant? — "Never. He always used to give no answer to my letters. He never wrote except on scraps of paper which he would put in through the letterbox if I was out or in the garden."

Two scraps of paper were produced, and Mr. Darling read out from one of the scraps of paper: "Got home 3.20. First train. No one home to see to the milking. Call Thursday about 1.20. TB". The other read: "Not home again today. TB"

Mr Darling commented these are two notes. — "I have had lots."

You kept that scraps of paper ever since July 1893? — "Yes, but I did not know I had it till I was turning out a box."

Before he left off coming to see you did you tell him about the end of 1893, that you had a bother with a certain lady, called Cowmeadow, living near Gloucester? — "No."

Mr Cowmeadow? — "No, never had any bother with anybody, NO."

Did you make use violent language Mr Cowmeadow? — "No. We parted the best of friends. In fact, he gave me his tobacco pouch to mend and asked me if I had got few of Beecham's pills I could give him." (Loud laughter.)

The Court then adjourned until Tuesday, when Mr Darling resumed the cross-examination of the plaintiff who denied that the defendant never paid her for aprons she made for him; defendant never told her that she was violent and dangerous woman.

It is fact that you are violent woman? — "Its not true. I am too quiet I am sorry to say I never faced the world since my husband died, and I was "my old man's darling" then."

Were you fined 2s 6d. and 9s. costs the 1st of November 1893, for an assault committed on Mrs. Vine the 28th of October. 1893? — "I was, but I never touched the woman."

Mr. James asked in re-examination: How many teas do you think Brewer had at your house? You charged him for 100 teas. The Judge: You mean how many buckets

of tea! Mrs Challen replied — “*He visited a lot before Malvern.*”

The court heard from the witnesses: Mrs. Ellen Sherman said she recollects a conversation with defendant about two years ago; she asked him when the wedding was coming off, and he laughed and he did not deny it. She once asked him about the boys, what did they say about their new mamma. As far as witness could recollect, he said he could do as he liked and that it was his own business.

Mr. R. Jackson, the solicitor for the plaintiff, said he served Brewer with the writ at the Greyhound Hotel, Gloucester; told him that she had got two photographs belonging to him, and stated that she bought them across the way immediately opposite the hotel. This completed the case for the plaintiff.

Mr. Darling asked the judge whether he thought there was enough evidence to go to the jury.

The Judge said he had considerable doubts about it but it must go then.

Mr. Darling then shortly addressed the jury. He commented on the character of Mr. James's speech in opening the case, which he said was to aim at the gallery in which effort he succeeded. He also impressed upon the jury that under the law there must be distinct corroboration of the promise of marriage, which there was not in this case. Unless the jury wished to hear the defendant, he would not call him. He did not wish to waste their time over a case such a trumpery, absurd character. This case had been brought from Gloucester where the plaintiff is known, to amuse a gallery of Hereford people.

The jury then asked to hear from the defendant.

The defendant was then called and examined Mr. Cranstoun. He said that he had four sons and one daughter; his eldest son was 27 and his youngest 18; had lived at Tibberton for 17 years; he had been in the habit of going into Gloucester once every week, sometimes twice, with milk and butter; he was in the habit of delivering butter at Mr. Southern's, the grocer's in Northgate-street, and it was there that he first became acquainted with the plaintiff.

Did you any time make any promise of marriage this woman! — “*Never, sir.*”

Give your explanation as to the photographs? — “*I was there one evening and was going to write a letter. The photographs fell out of my pocket.*”

The Judge: Where were you then? — “*At Mrs. Challen's house.*”

How come you went to her house? — “*She invited me down there to write a letter and have a cup of tea. That was all, Sir.*”

She has charged you for some aprons and puddings. — “*Yes, and I paid for them when I was there.*”

The Judge: What did you pay her? — “*For the aprons something like 2s. 10d.*”

Did you ever see the witness Emma Gardiner to your knowledge? — “*Never before yesterday to my knowledge.*”

Witness then explained the two scraps of paper which had been produced simple matter of fact notes, and as not at all indicating any affection on his part. He also denied that he received any the letters which were read on Monday.

By Mr. James: Mr. Jackson and I have been friends.

Do you suggest that has just said that which was false about what you said about the photographs? — “*I do, sir.*”

Do you suggest that the dressmaker Mrs. Gardiner has told falsehoods before the jury? — “*I do, sir.*”

Do you suggest that Mrs. Sherman has lied to the jury? — “*I do. She is tenant of Mrs. Challen's.*”

Do you suggest that she is liar because she is her tenant? Is that your suggestion, do you also suggest that the plaintiff is unmitigated liar! — “*I say she has lied.*”

Then out of all of them are you the only person who is telling the truth? — “*Yes.*”

You are the truthful Mr Tom Brewer! (Laughter.)

When did you first Mrs. Challen's house to tea? — “*In October or November 1893*”

How came you to go? — “*By invitation. Yes, the woman asked me to go. Yes.*”

Did you object? — “*I objected at first, but she had persuaded me a great many times.*”

Do you suggest that dating the year 1892 and 1893 you only went few times? — *"I won't say few. It may have been from thirty to forty times."*

Were you on anything more than friendly terms with Mrs. Challen? — *"Nothing more than friendly."*

Did you know Mrs. Goodall? — *"Yes."*

Did she make garters? — *"I don't know."*

Did Mrs. Challen make garters? — *"I don't remember any garters."*

Did any other widow in Gloucester make garters for you?  
— *"I don't remember."*

Did you swear it is a lie she has talked about the garters? — *"I don't remember."*

Had your suppers at Mrs. Challen's? —  
*"Never more than once or twice."*

Did you drink whiskey at Mrs Challen's house? — *"I had some whiskey once in the passage."*

Did you say that you would report her to the Excise for selling without license? — *"I may have said so."*

And you suggest that the charge only referred to that one glass of whiskey.

Witness in detail denied many of the statements' made by plaintiff.

In addressing the jury, Mr. Darling submitted that there was no corroboration of the promise all. As to Miss Gardiner's evidence, he pointed out that she was Mrs. Challen's dressmaker. When Mrs. Challen left off her mourning, it was only natural that she should first get grey dress, as she had done. There must be absolute corroboration cases of this kind, and it was a silly and foolish argument to say that much of the evidence was corroborated. Mrs. Challen had no sooner got one husband in the ground than she began look after another. As her action in this matter, she waited so long two and half years after the time she wrote that she did not think defendant would fulfil his promise before she thought taking proceedings.

This case in Hereford had been brought from Gloucester where she was very well known, and where



the magistrates had bad deal with her. Neither would she have it tried in Cheltenham, but she brought it before dozen men who did not know her or the defendant. In justice to the defendant the case should have been tried at Gloucester, where the defendant was known and where they could form an opinion to which was telling the truth. He tried to get the case tried Gloucester, but she resisted the application and insisted upon having it tried in Herefordshire, with which county the case had no concern at all. The letters produced were simply fabricated to support case, which did not exist.

It was an attempt to wring money out of this respectable old farmer with grownup family, who had got into his position in the world which he was entitled to be proud of, and defend the designs of this person, who had simply sought, as every one of her letters showed, to make money out of this man, and strap him into marriage for which she had no inclination whatever.

Having failed to entrap him and given up all hope, she brought the action to fill her pockets. He had done her no wrong and had no kind of interest in her beyond that which he might have in many persons. She used those little ordinary scraps of paper and tried other ways to twist and force this into disgraceful breach promise of marriage.

Mr. James replied with particular emphasis on how the defendant had not given any satisfactory answers to the seduction and other matters referred to by the plaintiff in her evidence.

The Judge in his summing up to the jury, pointed particularly the letters referred to the manner in which they were not written which was not complimentary, nor to say they were in loving terms.

After a short period, the jury returned verdict for the defendant, and judgment was given accordingly.



Edwardian Jury

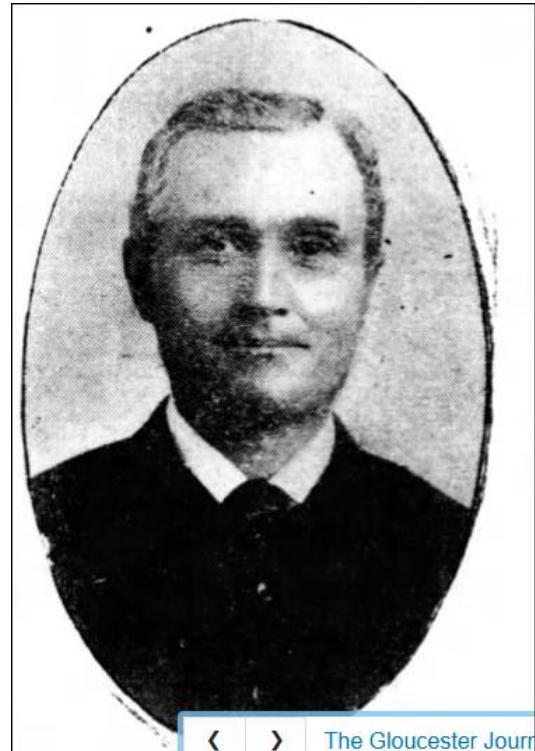
A example of the way newspapers sketched the Plum Puddings and Garters case.

Mr. Thomas Brewer, farmer, of Tibberton, has, according to the *Birmingham Gazette*, never read the immortal *Pickwick* and assimilated the elder Weller's advice to "beware of vidders, Sammy." This fact was clearly proved at Hereford Assizes on Tuesday, when a widow lady named Challen sued him for breach of promise of marriage. She lost the case, it is true, but on the legal ground that no corroboration of the promise was forthcoming. It would, of course, be an infamous thing for a decision in cases of this kind to be given against a man on the unsupported testimony of a lady, who may probably have special and peculiar reasons for bringing the action. Yet, although Mrs. Challen retired discomfited, with wounded feelings unsalved by glitter of gold, we cannot altogether withhold a feeling of sympathy for her, nor dissociate from our minds the suspicion that Farmer Brewer's conduct passed beyond the bounds of merely Platonic friendship. The weakness of her case, as we have said, lies in the lack of corroboration. She may have angled for him, as the phrase goes, and viewed with satisfaction a future share in his belongings, even to the care of his large family. Widows have been known to do such things before, and will do it again, because, as Sam Slick said, there is a lot of human nature in human nature. But what of the gentleman whom Mrs. Challen firmly convinced herself that she was going to marry? If it be asked whether he had given her cause for such conviction, the answer, we opine, can scarcely be given in the negative. Does a marriageable widower meet a marriageable widow and interest himself about her money affairs through pure and simple neighbourliness? Does he arrange for the lady's holidays, get her to make "milking aprons" for his sons, puddings for the whole family, a shirt for himself, and even a pair of garters? Mrs. Challen asserts that she performed all these duties, and Mr. Brewer failed to say if the puddings were indigestible, the shirt a misfit, or the garters uncomfortable. However, he won the verdict, and for the future he may be relied upon to give his orders for aprons, garters, puddings, &c., to recognised tradesmen instead of to widows whose imaginations may lead them astray as to the true intentions of the customer. If he never, during the making of puddings, shirt, and garters, thought of marriage, we must compliment him on a rustic innocence which does more credit to his heart than to his head, while if marriage did suggest itself he is to be congratulated on having let no one but the widow suspect the thoughts within his mind.

### The characters:

In 1896 Thomas Brewer was 52 and a widow.

Thomas Brewer was born in Ling, Somerset in April 1844. He married Jane Derrick on the 25 Jun 1866 at Cheddar, Somerset. In 1879 Thomas Brewer and his family moved to Bovone Farm, Tibberton. He became a well-known farmer and dealer in the county.



Thomas Brewer as young man

He had several times been a Churchwarden for Rudford and was a member of the Parish Council at Tibberton, and a trustee of the Almshouses until the time of his death. He was preceded by his wife Jane Brewer who died on 14th January 1889 aged 46 and is buried Holy Trinity graveyard Tibberton. Grave number N61. They had four sons and a daughter.

William Brewer of Lassington (1868-1928), Thomas Shadrach for Hartpury (1872-1928), Edmund John (1875-1953), Arthur Samuel (1878-1954) living at Bovone Farm, Edith Jane (1887-1909) is also buried Holy Trinity graveyard Tibberton N60.

Thomas Brewer died 27<sup>th</sup> May 1912 and was buried Holy Trinity graveyard Tibberton on the 31<sup>st</sup> of May 1912. N61. In his will Thomas Brewer left the total sum of his effects £7740 9s. 7d. his sons Thomas and Arthur were the executors.

**Honourable Mr Justice Henry Hawkins later Lord Brampton 1817-1907 – aged 79 in 1896**



**Charles John Darling, 1st Baron Darling**, (6 December 1849 – 29 May 1936) was an English lawyer, politician and High Court judge. Aged 47 in 1896



This Judge loved the Turf and the Sporting Life including Fox Hunting, prize fighting and cricket before the days of television and the abolitionists. He was ennobled Lord Brampton by Queen Victoria on 1 January 1899, and became a member of the Privy Council (the Final Court of Appeal) which he attended for two years: 1899-1901. He had his own Jack Russell (named Jack) who perched on the Judicial Desk when he was sitting as a Judge, and so Sir Henry said Jack would bark if the witness or defendant lied! He must have picked upon his master's response to that false testimony.

He was an old fashioned High Court Judge who came of the old school and was fiercely independent. He knew immediately if the civil party was “pulling the wool over his eyes”. No one could get past Sir Henry “Orkins” and his brother Judges. In those days the High Court Bench was united as it is today.

#### **Mr. A. Gwynne James and Mr. Corner**

(1828–1911), lawyer and statesman, born at Hereford on 30 Oct. 1828, was third and youngest son of Philip Turner James, surgeon, of Hereford, by his wife Frances Gertrude, daughter of John Bodenham of The Grove, Presteign, Radnorshire. One of his brothers, Gwynne James, became a leading solicitor at Hereford, and a nephew is Judge Gwynne James.

He was known for his erudition and at times inappropriate wit, both on and off the bench, as well as for being impeccably dressed and wearing a silk top hat whilst riding to Court on a horse and accompanied by a liveried groom. He displayed his literary acuity in a book of essays *Scintillæ Juris*.<sup>[3]</sup> The novelist and barrister F. C. Philips gave his opinion, 'I think that the wittiest book ever written by a legal luminary was one called "Scintillæ Juris" by Mr. Justice Darling, when he was a barrister on the Oxford Circuit. I understand that when he was raised to the Bench, he stopped its circulation.

His time in the House of Commons was said to be undistinguished. He mainly spoke on legal issues and Irish Home Rule, and was said to never have entered the important House of Commons Smoking Room on grounds that he did not smoke.

### **Jane Elizabeth Salt born 1840, probably 'Eliza Salt' and later Jane Elizabeth Challen**

At the age of 27 Eliza Salt was a victim in bigamy case. At Oxford, in 1842 Worcestershire, William Merrifield Ashford, 35, tailor, was charged with feloniously marrying Elizabeth Perryer, at Bath, on the 23<sup>rd</sup> July 1845, and **Eliza Salt**, at Wantage on the 14th September, 1867, his former wife, Rosetta Ashford, being then alive. The prisoner pleaded guilty to both indictments.

Mr. Staveley Hill, who held the brief for the prosecution, said the prisoner married his first wife, Rosetta Ryland, at Newington in July 1845 and having lived with her for about two years and a half. He then left her with one child, while obtained from her, the whole of her property, even to the wedding ring off her finger.

On the 7th of August 1853, Ashford married his second wife, Elizabeth Perryer, widow, who lived at Bath; and in 1857, he contracted marriage, in the name of David Norman, with young woman named Ann Noldart, at Guildford, in Surrey. In 1854 or 1855 he had married a person named Jordan at Rugby. In 1857 he married a fifth wife, **Eliza Salt**, Wantage, and in January last his sixth wife was a young woman named Dunn, whom the prisoner married at St. Helen's in Lancashire. At that place he took away with him pony and cart belonging to a Scotchman and went to Liverpool. Whence he came to Oxford, where he formed an acquaintance with a young girl named Russell, to whom he represented himself a widower, and was about to marry her, when he was seen walking along the streets by Eliza Salt, who very courageously followed him, and took him into custody.

**Eliza Salt** was examined, at the request of the Judge, and stated that she became acquainted with the prisoner whilst she lived as servant with Mr. Church, of Southmoor, near Abingdon. Her wages were £4 10s. a year. She had no reason for suspecting that the prisoner was a married man, until he had left her for some time. He married Eliza under the name George Smith. The prisoner declined making any defence but denied he had left his wives" in destitute state at Wantage or St. Helen's.

It was revealed in court that it was only after or his dupes, **Eliza Salt**, had accidentally seen him walking with Russell in the streets of Oxford, that she, with a

courage and perseverance which could not too much praised, followed him and caused him to lie taken into custody. Sergeant Mills, of the City Police, deposed that he apprehended the prisoner on the 8th June. He was given into his charge by Eliza Salt.

His Lordship, in passing sentence, said that he had seen many persons standing in the dock charged with rape, but could not help thinking that the prisoner's conduct was infinitely worse. For, although he had not acted by force, he had resorted to fraud, and thus deprived of women their honour and character, and, he feared, what little property they had, five honest girls. He felt compelled to pass upon the prisoner the heaviest sentence which the law allowed him to inflict; and that sentence was that he (the prisoner) be kept in penal servitude for the space of seven years. The announcement of this sentence was received with subdued applause from crowded Court.

The prisoner seemed to have little apprehension of depravity of his conduct leaving the City Court, on his way back prison, he was observed addressing a group of young females standing outside the magistrates room, commenting he should want one or two them when he was released from imprisonment.

**Jane Elizabeth Salt aged 33** married James Challen aged 70 a previously bankrupt brewer now retired with no occupation and living by own means in Bristol on the 29th December, 1875.

In 1878 and 1879 Mrs Elizabeth Challen was involved and series civil court case widely reported in the print press. By 1881 they lived at 31 Conduit Street, Gloucester.

From 1880s onwards the Challen's were owners of a number of properties in Hare Lane, St Aldates Street and Conduit Street in Barton in Gloucester living off the rental income. Many of the addresses were described as poor quality housing by Gloucester Corporation. The Challen's appearing on both sides in a number of court cases and between 1907 and 1917 the suing several tenants for arrears while defending accusations of property negligence from the Corporation.

Mrs Challen often represented herself informing the Court on occasions that her husband was in bed with the rheumatism. Mrs. Challen, who introduced her case by saying she "always tried to do with her fellow creatures she would be done by"

By 1891 the Challen's were living at 175 Deans Walk.

By 1901 she was a widow living at 56 Oxford Street, Gloucester. Listed with no children born. Sharing the house with lodgers. Nephew Thomas Charles Salt & Elizabeth Mary Salt, he listed as Railway Goods Porter, Midland Railway Co.; his wife and family of two children. They went on to live in Lydney in 1939.

Jane Elizabeth Challen (nee Salt) had three younger brothers, youngest brother George had a son Thomas Charles Salt

Reports of the 1896 'Plum Puddings and Garters' case at the time very much sympathised with Thomas Brewer and concluded that he was not to be condemned for his actions however one report begged to differ. The Shrewsbury & Wellington Journal - Saturday 18 July 1896 commented.

"It is extremely probable that Mrs. Challen will have many sympathisers. This lady brought an action the other day at the Herefordshire Assizes against a farmer named Brewer, for breach promise of marriage, which he denied. Mrs. Challen story was that nine months after her first husband's death, and whilst she was still in widow's weeds, defendant persistently followed her about and made love to her with ardour which could only reasonably be interpreted as meaning a speedy marriage. When, however, the time came for him to fulfil his promise he quietly but effectually retreated from his position as a lover, and left the lady, to use common aphorism, in the lurch.

After a discreet interval—during which, of course, Mr. Brewer would have time to reflect upon his fickleness—she brought action to recover damages for the non-fulfilment of his promise. Unfortunately, however, the law is a little particular on the score of corroborative evidence, and Mrs. Challen was unable to fortify herself with this kind testimony, verdict of the jury went against her.

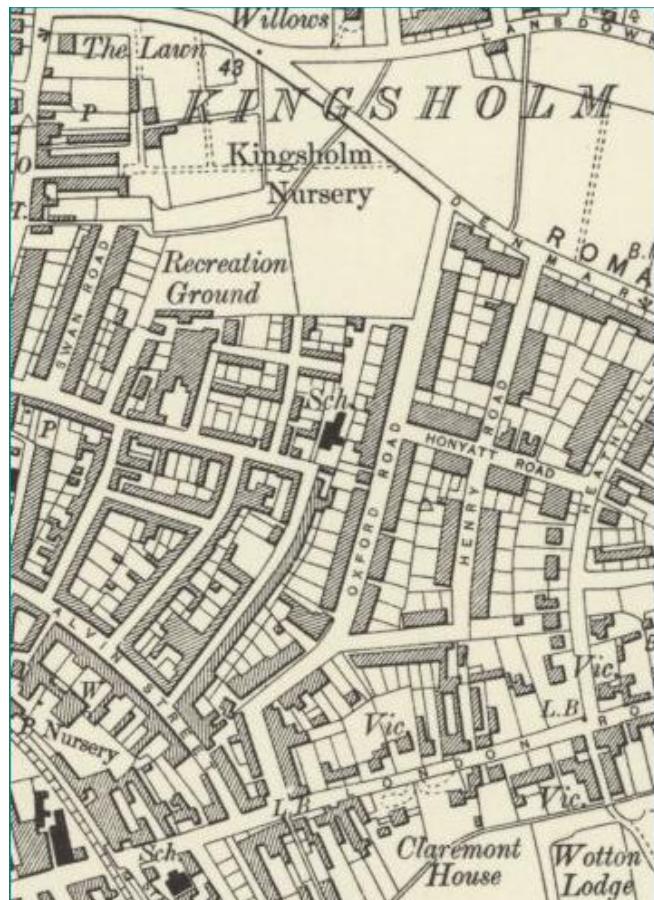
Whether Mr. Brewer was quite as innocent as made himself out to be is another matter. Speaking generally, can scarcely imagine that gentleman would pursue a lady so assiduously, arrange her holidays, trouble himself about her financial position, prevail upon her to make puddings for his family and a shirt for himself as Mrs. Brewer did unless he had something more than Platonic friendship for her. And this is why we think Mrs. Challen will be the recipient of considerable outside sympathy."

Jane Elisabeth Challen died on 25<sup>th</sup> November 1921 in Gloucester eventually leaving effects of £795 19s. 2d. (£22k today)

Bruton, Knowles held an auction of the estate properties of Jane Elizabeth Challen at the New Inn Hotel, Gloucester, on Wednesday, January 25th, 1922, at 4 o'clock punctually, the following freehold properties.

Lot 1: 56. OXFORD ROAD, dwelling house for many years occupied the late owner, most conveniently situate close to Henry Street and near London Road, containing sitting room, three bedrooms, kitchen, back kitchen, etc., with large garden having a side entrance from Henry Street. Vacant possession on completion.

Lot 2.—Nos. :10, 32, and HARE LANK, and NOS. 1 and 2, GOODRICH COURT, six dwelling houses with large piece of ground adjoining, occupying central position near Northgate Street and let at rents amounting to £77 7s 0d a year, the total area being about 550 square yards.



*Edited from extracts of July 1896 publications of the Gloucester Journal, Gloucester Citizen, Stroud News & Gazette, Hereford Times and others.*

*David Mills November 2025*