



# *Legal Action*

*Bishopstone*

*1861*

Adjourned Swindon County Court – Monday, February 25th

Henry Alder v. Nathaniel Ballard, for £21 11s. 1d.

Mr Milward appeared for plaintiff. After this case had proceeded at some length, and the plaintiff and defendant had contradicted each other in the most positive manner on the matter of fact, his Honor ordered some written documents put in by defendant to be impounded by the Registrar of the court, and adjourned the further hearing of the case till the next court day.

**Swindon Advertiser and North Wilts Chronicle, 18 February 1861**

Swindon County Court – Wednesday March 6

At the adjourned February court, held on Monday the 25th ult., the case of Henry Alder V. Nathaniel Ballard, for £21 11s. 7d., having been partly heard, was adjourned to this court for the production of further evidence. The case as it stood appeared to involve very serious consequences, and we withheld our report of the evidence taken in order that the ends of justice might not be frustrated. The case having now been brought to a most unexpected termination, we now give the evidence as taken at the adjourned February court.

Henry Adler, the plaintiff, sworn and examined by Mr. Milward, instructed by Mr. Mantell, of Faringdon, said : I am a farmer, residing at Childry, Berkshire: the defendant is a woolstapler, carrying on business at Faringdon, and also at Bishopstone. I authorised a Mr. Baker to sell the defendant a steam engine and thrashing machine for £220. The machine was short of a shutter when sold. Ballard agreed to pay £1 8s. 7d. For the shutter if I would have one put to the machine. I had the shutter put as requested. I received a memorandum of the agreement between Baker and Ballard – it was in Ballard's hand writing. The agreement was here put in and read

Ballard gave me a cheque for £120, is part payment for the engines and machine, and I gave him a receipt for it. When the cheque was given, I told Ballard I should not let the shutter go unless I was paid for it – he said he would pay for it - £1 8s. 7d. Is a fair charge for it. When the cheque for £120 was presented at the Bank it was returned dishonoured.

Cross-examined by defendant's solicitor : £220 was to be the price for the engine complete and in good working order. The shutter was necessary to make the engine in working order. I have received altogether £180 from Mr. Ballard, in the following sums, £20, £80, £70, £6, £2, £2. I received one of the two pounds from Ballard's father. I did not purchase a saddle of defendant and agree that it should be taken in part payment for the engine.

The defendant's solicitor here handed to the witness six different receipts for money received on account of the engine, and asked him to say whether or no they were in his hand writing. Witness after examining the receipts carefully said they were in his hand writing, and were all correct with the exception of the one dated August 23rd, that receipt was given for £2, whereas it now purported to be a receipt for £12, the figure "1", was not in his hand writing, and had been added since he gave the receipt.

His Honor having examined the receipt through a magnifying glass, ordered the whole of the papers to be impounded by the Registrar of the Court, and remarked that, before deciding the case, he should like to have the opinion of some clever and experienced expert.

Cross-examination continued : Mr. Ballard paid me the £2, for which this receipt was given. His mother did not pay the money. She never paid me any money personally. I cannot say I drank tea with Ballard at his mother's when he paid me the money. I never drank tea with him when he paid me money. I never admitted to Ballard having received £3 from his father.

Re-examined by Mr. Milward : The receipt dated August 23rd, is in my hand writing, except "1". The receipt was given by me to Mr. Ballard. The £2 was paid in two sovereigns. I will swear I received only two sovereigns when I gave the receipt: no person except me and Ballard was present, Ballard himself paid me the two sovereigns in Mr. Pursey's bar, at the White Hart, Faringdon. I wrote the receipt with a steel pen, the date, August 23rd, is thicker than the other writing: there was a hair in the pen which caused it to be so.

This being the case for the plaintiff, the defendant, Nathaniel Ballard, sworn, said : I am a farmer and woolstapler, carrying on business at Faringdon and Bishopstone. I remember purchasing a machine and engine of the plaintiff through Baker. I also remember paying the plaintiff twelve pounds on account of that purchase, the receipt put in is a receipt for that twelve pounds. I borrowed the money of my mother. My mother brought the money into the room where I and the plaintiff were. I am not certain whether it was two five pound notes or a ten pound note, but I am certain a note or notes passed. I took a receipt for the money at the time, the one now in court, and sated August 23rd, is the receipt Mr. Alder then gave me. My mother was present at the time. As Mr. Alder gave me the receipt, he said he had made but a poor job of it, as there was some wool in the pen. My mother remarked that it was not a plain receipt, and he then took up another pen and made it plainer.

His Honor again remarked that he should not think of deciding a case where the evidence was so conflicting, and when the presence of the mother of the defendant could be obtained, and he would therefore adjourn the case to the next court for the attendance of Mrs. Ballard, and also some experts who could speak as to the alleged alteration of the receipt.

Alder v. Ballard. Upon the cause being called today neither plaintiff nor defendant appeared, but Mr. Milward, on the part of Mr. Mantell, plaintiff's attorney, explained to the Court that Mr. Alder had, contrary to the advice and request of his attorney, settled the matter with Ballard, by receiving from him (Ballard) £28m or £7 more than is demand, in satisfaction of his claim; and the learned counsel tendered an affidavit in support of this statement, shewing that plaintiff's attorney was no party to this compromise, and also that it appeared from what plaintiff stated, on informing his attorney the action was settled, that had the matter been fully investigated he would most undoubtedly have recovered against the defendant, for that he (Ballard) had admitted that the receipt dated August 23rd, and purporting to be for £12, had been altered by him.

His Honor, in directing the affidavit to be filed, ordered the further impounding by the Registrar of the receipts and memoranda put in at the last hearing, and remarked that he was fully satisfied with the conduct pursued by the professional advisers of both parties in this matter, and that if ulterior proceedings were taken he should most certainly order a prosecution against the guilty party for perjury.

**Swindon Advertiser and North Wilts Chronicle, 11 March 1861**