



Dispute As To A Rick of Hay

William Benger, Marden, sued George Marvin, Devizes to receive a sum of £10, balance of money alleged to be owing on account of the sale of a rick of hay purchased on the 2nd December last, from the plaintiff by the defendant. Benger said that he sold the rick of hay for £50, that £20 was paid nine days afterwards, and £20 on the 2nd February. He now sought to recover the remaining £10. Defendant's answer to the claim was that he agreed to pay only £45 for the rick, and he said that the remaining £5 had been paid into Court. Mrs. Ellen Benger said that she heard the bargain about the hay finished in the house, and heard that the price was to be £50. Mr. Marvin made an entry of the price in his pocketbook at the time. Mr. Marvin now produced the pocketbook, and Mrs. Benger having looked at the writing very carefully, said the entry was the one which Marvin had made. His Honour then read the statement in which the price was put at £45. On hearing this Mr. Benger said that he had not looked at the writing carefully enough. He denied that he had signed his name in the memorandum about the sale, and Mr. Marvin affirmed that plaintiff had that morning admitted to him that the signature was his, but in his reply to the judge, he said there was no witness present when Benger made that admission. Other witnesses were called by Mr. Marvin, and at the conclusion of their evidence his Honour gave judgement for the defendant with costs.

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