



Crime and Punishment

Oaksey

Claims Court

Aaron Millard v James Preater

County Court, Monday (before Judge Brynmor Jones). A Millard, grocer, Tetbury, v James Preater, formerly of Oaksey. Claim 14s. Defendant denied the debt and produced a settled bill, which plaintiff repudiated. Defendant alleged that his daughter saw the money paid at Oaksey, and after making plaintiff and defendant write the signature, the judge adjourned the case for further evidence.

Western Daily Press Friday 9 March 1888

A Forged Receipt

Aaron Millard, tea dealer, Tetbury v James Preater, of Yatton Keynell, formerly of Oaksey.

Claim 13s 6d, for tea delivered, and 6d on a looking glass. This case was adjourned from last court, as defendant then produced a settled bill, which plaintiff declared was a forgery, defendant promising to produce a witness who saw plaintiff sign the bill.

Defendant, in cross-examination by plaintiff, said: You brought the bill to my house yourself when I lived in Oaksey, and you wrote the receipt in my house. I think I supplied you with a pen and ink.

Plaintiff said he supplied the tea in 1885. Finding the defendant was not prompt; he called for the money, and repeatedly got promised payment next time. He wrote to defendant, and told him he should sue him, if the money was not paid in a certain time.

Cross-examined by His Honour, plaintiff said he called the attention of the court to the writing on the last hearing, as he should not begin the word "Paid" with a small p. The words appeared to have been written with ordinary ink, while he had for many years carried an excise ink bottle, and always used Stephens' blue black ink. The bill purported to be settled on September 28th 1886, when, if his Honour wished, he could produce evidence to prove that the very bill head, which was printed by a Bristol firm, was never printed until twelve months later. His theory was that defendant had cut off part of the bill, and dated it himself.

Hannah Preater, daughter of defendant, deposed to Mr Millard's calling with the bill. She saw her father pay the money, and saw plaintiff receipt the bill with a pen and ink he carried in his breast pocket.

His Honour said defendant alleged that he paid the bill on 28th September 1886, and he now produced a receipt for 14s for that date. On comparing the writing it was evident the bill had been tampered with. The date had been written in, and it was further clear that a portion of it had been torn off, and parts of it pasted together with old stamps. It really looked a curious document for a tradesman to sign. At the last court he had made both parties write the words which were on the receipt. Plaintiff's handwriting was a really good commercial hand, while that of defendant was hardly intelligible. Whoever filled in the receipt, it was a most clumsy imitation. He believed the defendant was uttering a forged document, and he would not shrink from giving his verdict according to the evidence. He did not think defendant's daughter had willfully committed perjury, but he believed she had been acting under the other influence.

Devizes and Wiltshire Gazette Thursday 12 April 1888