



Westbury County Court Jackson v Watson

Look at this statement and at this:- At the Westbury County Court last week, a case was tried – Jackson v Watson – to recover the sum of £1, due on the sale of a mare, and £2 16s 8d. for damage done to a saddle and bridle; and from the evidence adduced, some idea may be formed of the discordant materials upon which the Judge has to adjudicate.

The Plaintiff first swears:- In May, 1845, I entrusted the defendant with a mare to sell for me, which he was not to let go under £10. The defendant subsequently told me that he had sold her for £10 and he gave me a check for £8, saying that the remaining £2 would be paid in a fortnight, provided the mare did not go lame - £1 of this was to be handed over to me, and the remaining £1 was to be kept by the defendant for his trouble; but I never received the £1. I have asked him for the name of the person who bought the mare, but I could not obtain it. I also left a saddle and bridle with the defendant, the better to sell the mare, which was nearly new, and I have sent a man to get it back, but he could not get it. It was afterwards found on the possession of a Mr Applegate, to whom the defendant said he had sold it – the saddle was much damaged. Cross-examined by Mr Wittey;- I *never* authorised the defendant to sell the horse for what he could get-he was not to take less than £10; - defendant never told me the man's name to whom he had sold it was Barrett. I *never* said the saddle and bridle was in better condition than I could keep it in. Defendant never told me he had left it at Mr Applegate's.

Now for the defendant, and he too is on his oath:- There was no price put upon the mare. I was to sell her for what I could get. I sold her for £9 only. I gave the plaintiff £8 and kept £1 for my trouble. Plaintiff frequently saw the saddle, and remarked upon its cleanliness, observing that it was in better condition than it would be at his own house, that where he kept it there was no fire: it was not injured while in my possession. I subsequently sent both the bridle and the saddle to Trowbridge, that plaintiff might fetch them when he sent his carts:- they were sent to Mr Applegate's, and I informed the plaintiff of it the next day. Some time afterwards Mr Applegate told me that they had not been fetched, and I again spoke to plaintiff on the subject – and told him that Mr Applegate would buy the saddle, and the plaintiff said "very well".

Witnesses were called on each side, and they were equally contradictory.

His Honor ultimately gave judgement for the plaintiff – damages on the sale of the mare £1 – on the saddle 15s 4d.

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