

PORTSMOUTH COUNTY COURT.

WEDNESDAY.—(Before Mr. T. Gunner.)

FORGETFULNESS.—ALEXANDER ALDOUS AND CHARLES PRATT V. ALFRED H. WHEATCROFT.—Plaintiffs are wine merchants, of Portsea, trading under the firm of Stokes and Co., and the defendant is a military messman, residing at Fort Grange, Gosport, and the action was brought to recover £77s7d for goods supplied. Defendant paid £44s4d into court, and disputed the remainder. Mr. Way, solicitor to a Trade Protection Society, appeared for the plaintiffs; and Mr. Wallis for the defendant. Mr. D. Barlegh, in the employ of plaintiffs, was about to be examined, and produced the delivery book, from which it appeared there was a dispute as to the delivery of a quantity of pale ale.—Mr. Wallis asked whether the delivery book was signed by the witness.—Witness replied that it was not, but that did not make any difference.—Mr. Wallis contended that the book could not be admitted as evidence. Witness said the book was sufficient evidence, whether signed by him or not.—His Honour: It is not sufficient evidence, sir, and if you dispute my law you had better upset it.—Mr. Wallis: There is now no proof of debt.—Witness said he could produce the man who delivered the pale ale to the defendant.—His Honour would adjourn the case for a short time for the production of the witness.—George Ellison, a carter, who delivered goods, soon made his appearance, and was subjected to a lengthy examination. He swore positively that he had delivered two kilderkins of ale, with other goods, at the defendant's mess kitchen on the 21st of October, 1864, and the entries were in pencil in the delivery book. In cross-examination by Mr. Wallis, witness said it was Mrs. Wheatcroft's cross in the delivery book. He could not say, without referring to his books, whether the two kilderkins of ale were included in the delivery on the day before-mentioned. When he delivered the barrels of ale he only entered the numbers of them in his delivery book. He would take his oath that he delivered the two kilderkins in question.—Mr. Wallis said his simple answer to the case was that the two kilderkins of ale were never delivered, and in consequence of their non-delivery the defendant was obliged to purchase two kilderkins of pale ale from Mr. Newman, of Gosport.—Mr. Barlegh was next examined, and admitted that three "alterations" had been made in the accounts between the plaintiffs and the defendant. The two kilderkins of pale ale were sent to defendant direct from Burton-on-Trent.—The defendant having been examined stated that he never received the two kilderkins of ale, and gave proof accordingly.—His Honour said there could be no doubt but what the plaintiffs' carter must have delivered the ale at the wrong place, and forgotten where it was.—Verdict for the defendant.

CLAIMING POSSESSION OF A TENEMENT.—ROBERT