

**Part A**  
**Dubbo Newspaper Articles 1870- 1901**  
**Transcribed**

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SMALL DEBTS COURT.

MONDAY, AUGUST 8.

(Before Mr. L. S. Donaldson. P.M.)

THOMAS REID proceeded against John Bryum for damages to sheep caused by his (defendant's) dog, on May 27 last, which damages he assessed at £10, Mr. Ryan appeared for complainant, and Mr. Fitz-Gerald for defendant.

Mathew Reid deposed that he was plaintiff's nephew, and resided near Brocklehurst ; on one afternoon recently as he was coming from school he saw two dogs worrying his uncle's sheep - they were, he believed, Bryum's and the boundary rider's ; his uncle went and spoke to defendant about the dogs - the latter said they had been tied up all day ; his uncle thereupon, with Mr. Bryum's consent, shot the dog; the land the sheep were on was his (witness's) father's ; one of the dogs was a black-and-tan ; the dogs killed two sheep they were worrying the sheep ; there was a reserve between plaintiff's and defendant's properties ; the sheep were not on the reserve, but on plaintiff's land ; heard young Bryum whistle to the dogs and they ran home.

Thomas Reid, plaintiff, grazier, residing at Goonoo, deposed that he ran sheep on land, his property ; on 27th May he received certain information and found a number of sheep, his property, maimed and bitten ; two were dying and others died from the injuries ; the land was fenced ; told defendant that his (defendant's) dog had been killing his (plaintiff's) sheep, and said he must shoot it ; he did not deny that his dog had killed the sheep, but refused to shoot the dog - he told him (plaintiff) he might shoot it ; no other dog was worrying the sheep that day - did not tell anyone to the contrary ; to the best of his belief the sheep killed were those worried by defendant's dog ; had lost nine in all ; went over with defendant to inspect the damage done by the dogs ; the wounds were fresh and bleeding, especially those found by defendant and Molloy (who accompanied them) ; had not shot other dogs for killing sheep ; later on the same day he ran for two miles a third dog that he found in the paddock ; would swear that none of his own dogs were in the paddock that day ; had been at defendant's three times within the last three months, and on no occasion was it tied up ; the sheep were worth 10s a head.

For the defence.

John Bryum deposed that the dog shot was not his - he produced certificate of registration showing it was his son's ; heard young Reid say it was a black dog that had been worrying the sheep ; told defendant it was not his dog that had been worrying the sheep, and refused to shoot it ; told him he could shoot it himself if he liked, but warned him he would have to accept any responsibility.

Catherine Byrum, wife of defendant, deposed that the dog was the property of her son William; the dog was always on the chain - it was kept there because of the poison in the paddocks ; the dog broke the chain that day, but did not (she believed) cross to plaintiff's land.

Mary Byrum, daughter of defendant, gave evidence to the effect that her brother's dog - the one in question - got off the chain on the day referred to, but did not get as far as plaintiff's property ; the dog broke the chain through its excitement on hearing the children coming home from school ; not more than five minutes elapsed from the time it broke the chain till she saw it coming back it went along a by-road towards the children ; had previously known plaintiff to "run home" from his property dogs belonging to her father and brother ; her brother's dog (the one shot) was a yellow dog with a dark back.

George Perrottot, maintenance man, deposed that on the day mentioned he saw a dog worrying the sheep - it was not Byrum's saw no other dog there that day.

W. Molloy, boundary rider, also gave evidence ; he deposed that in company with plaintiff and defendant he inspected the sheep ; the bites were not recent wounds ; the sheep were not dead.

William Hall, a lad 10 years of age, was put forward as a witness. His Worship said he would take his statement. He deposed he gave the dog to Willie Byrum, saw the dog on the afternoon of 27th May ; it came to meet them as they (the children) came home from school ; it went back with Willie Byrum ; it did not cross the road to plaintiff's property ; Mat Reid was in his company, but was making a mistake if he said he saw the dog killing sheep ; did tell Tom Reid that Byrum's dog and the Japanese dog had been killing sheep - told him that later on, to account for the killing of the two dogs, did hear Mat Reid call out that "Byrum's dog's killing father's

sheep," but he could not have seen them doing so.

Ida Smith, teacher under the Public Instruction Department, deposed that the dog referred to did not cross the road when it came to meet the children on the afternoon of 27th May; she was about five minutes behind the children.

William Byrum, a boy of about 12, son of defendant, deposed that he owned the dog in question; it was generally kept on the chain; it broke the chain just before four o'clock and followed him into the house; it then heard the school children coming home and rushed out of the gate into the road and he followed; it sat down on the road and barked; he ultimately caught it and tied it up; it did not cross to defendant's property - not even to the main road between the properties; the chain was patched - it had been broken and mended.

Charles Salter was called, but did not appear.

Thomas Reid was called, and deposed that young Hall told him he saw Byrum's dog and the Japanese dog killing the sheep on 27th May; he (witness) told his brother Mathew Reid was recalled, and Miss Smith was re-examined.

Mr. T. Baird, J.P., who was in Court, by request of the Bench gave evidence as to value; he deposed that sheep of the character mentioned would be worth about 7s 8d per head.

After argument as to ownership of the dog, his Worship reserved his decision.

On the re-assembling of the Court,

His Worship held that the evidence went to show that the dog belonged to young Byrum, not to defendant. But as the Court was one of equity and good conscience he should hold that plaintiff should succeed. He was satisfied that the dog killed (or assisted to kill) the sheep - the balance of evidence went to show it was there. As the plaintiff stood damages were limited to the injury done to the animals actually killed and maimed. He did not think the amount claimed was excessive, and if defendant had sued for damages to the flocks he should have been inclined to give him a verdict for the full amount. He should find for plaintiff, as the case stood, for £1 10s (nine animals at 10s), with £1 witnesses' expenses and 2s costs.

SMALL DEBTS COURT. (1898, August 10). *The Dubbo Liberal and Macquarie Advocate* (NSW : 1892 - 1901), p. 2. Retrieved November 23, 2011, from <http://nla.gov.au/nla.news-article72504384>

Thomas Reid pg2

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**MONDAY, AUGUST 8.**  
(Before Mr. L. S. Donaldson, P.M.)  
THOMAS REID, plaintiff, proceeded against JOHN BYRUM, defendant, for damages to sheep caused by the (defendant's) dog, on May 27 last, which damages he assessed at £10.  
Mr. Byrum appeared for complainant, and Mr. Fitz-Gerald for defendant.  
Mathew Reid deposed that he was plaintiff's shepherd, and resided near Brooksham; on one afternoon recently as he was coming from school he saw two dogs worrying his uncle's sheep - they were, he believed, Byrum's and the boundary rider's; his uncle went and spoke to defendant about the dogs - the latter said they had been tied up all day; his uncle thereupon, with Mr. Byrum's consent, shot the dog; the load the sheep were on was his (witness's) father's; one of the dogs was a black-and-tan; the dogs killed two sheep; they were worrying the sheep; there was a fence between plaintiff's and defendant's properties; the sheep were not on the reserve, but on plaintiff's land; heard young Byrum witness to the dogs and they ran home.  
Thomas Reid, plaintiff, grazier, residing at Goomboon, deposed that he ran sheep on land his property; on 27th May he received certain information and found a number of sheep, his property, maimed and bitten; two were Byrum's, and others died from the injuries; the land was fenced; told defendant that his (defendant's) dog had been killing his (plaintiff's) sheep, and said he must shoot it; he did not deny that his dog had killed the sheep but refused to shoot the dog - he told him (plaintiff) he might shoot it; no other dog was worrying the sheep that day - did not tell anyone to the contrary; to the best of his belief the sheep killed were those worried by defendant's dog; had lost nine in all; went over with defendant to inspect the damage done by the dogs; the wounds were fresh and bleeding, especially those found by defendant and Malloy (who accompanied them); had not shot other dogs for killing sheep; later on the same day he ran for two miles a third dog that he found in the paddock; would swear that some of his own dogs were in the paddock that day; had been at defendant's three times within the last three months, and on no occasion was it tied up; the sheep were worth 10s a head.

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Catherine Byrum, wife of defendant, deposed that the dog was the property of her son William; the dog was always on the chain - it was kept there because of the poison in the yodlocks; the dog broke the chain that day, but did not (she believed) cross to plaintiff's land.  
Mary Byrum, daughter of defendant, gave evidence to the effect that her brother's dog - the one in question - got off the chain on the day referred to, but did not get as far as plaintiff's property; the dog took the chain through its excitement in hearing the children coming home from school; not more than five minutes elapsed from the time it broke the chain till she saw it coming back; it went along a by-road towards the children; had previously given plaintiff to "run home" from his property dogs belonging to her father and brother; her brother's dog (the one shot) was a yellow dog with a dark tail.  
George Percocot, maintenance man, deposed that on the day mentioned he saw a dog worrying the sheep - it was not Byrum's; saw no other dog there that day.  
W. Malloy, boundary rider, also gave evidence; he deposed that in company with plaintiff and defendant he inspected the sheep; the bites were not recent wounds; the sheep were not dead.  
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**DISASTROUS FIRE.**—On Saturday afternoon last Mr. George Buck, a hard-working, freehold, industrious farmer, residing at Troy, near Dubbo, had the misfortune to lose property by fire to the amount of £200. Mr. Buck has been lately engaged with another man in thrashing wheat with a machine, and travelling for the purpose from one farm to another. On Saturday he returned home with a view of having a spell until Monday. While at dinner he sent one of his children to get some wheat for the fowls. The child passed close to the hay stack, and, fancying she heard something crackle, turned round and saw the grass on fire. There was a hot dry wind blowing this fire towards the stack. The child sang out, "Father, there's a fire!" The stack was only about forty yards from the house. Mr. Buck rushed out, and began to trample upon the flames, but found by the high wind they overcame him, singeing his hair and beard, so that he resorted to other means without success. The stack was soon in flames. A man named Fetteridge was first to assist, but there was no hope except in preventing the conflagration from extending to the house and other premises. Then came Messrs. Leving, James Laumels, junior, J. Osborne, and other near neighbours, who did all that human skill could to save a friend from total ruin. The fire commenced at about 2.30 p.m., and by 4 o'clock on a prospering young farmer, who had struggled for years, found nearly all his hard-earned property reduced to a heap of ashes. A stack containing thirty-two tons of oaten hay, another containing two tons of prairie grass, another containing eight tons of wheaten hay; a new shed, shingled, containing seeds, implements, bags and sundries were destroyed together with the adjacent fencing, pig-styes, &c. Mr. Buck's loss cannot be a fraction less than £200. By the exertion of his friends the house in which he dwells was saved. The fire appears to have originated from the child treading upon a wax vesta which bushmen often and very thoughtlessly drop in the grass, and then feel too lazy to pick it up. The spark from a bushman's pipe is what the farmer has now mostly to guard against. A subscription on behalf of Mr. Buck has been commenced, and it is to be hoped he may meet with such support as will lessen the ruinous effects of the calamity by which he was so suddenly visited.

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## 1899 Wedding of Emma Buck and Arthur Miller

### Wedding Bells

#### WEDDING BELLS.

A very quiet but pretty wedding eventuated at Rose Hill on Thursday, the 16th instant, the contracting parties being Miss Emma Buck, second daughter of Mr. George Buck, of Rose Hill, Dubbo, and Mr. Arthur Miller, of Murrungundi. The bride, who was given away by her father, looked charming in a fawn shot silk, with cream trimmings, and hat to match; she also wore a brooch, the gift of the Bridegroom. The bridesmaids were Miss Hilda Buck, in pink zephyr, and Miss Alice Miller, in fawn, both wearing brooches, the gifts of the bridegroom. The mother of the bride was attired in black lustre. Mr. H. Buck, brother of the bride, acted as groomsmen; the ceremony being performed by the Ven. Archdeacon Wilson. After the ceremony the company, which comprised friends of the contracting parties, sat down to the wedding breakfast, after which the happy pair left by the evening for Orange, where they intend spending their honeymoon.

The following is a list of some of the presents; - Mrs. Buck, trousseau; Mr and Mrs Miller, gold cable bangle; Mrs Luciano, afternoon tea set; Mrs Hull, glass basket; Mr H Buck work basket; Mr Cleary, gold brooch; Mr and Mrs Williams, glass flower stand; Mr E Buck, lamp; Mrs Pettiford, pair vases; Mr Stephens, pair painted pictures; Mr and Mrs C Purvis, pair vases; Mr D Buck, photo frame; Mrs Gilroy, horsescene cushion; Mrs Stephens, claret jug; Miss L Buck, glass basket; Mr T Buck, silver cruet; Mr Moore, silver butter set; Mrs Lewis, afternoon tea service; Miss Alice Hull; pair vases; Miss C Hull, glass butter beans; Mr Geo. Buck, lamp; Mrs Fitzgerald pair vases; Mr Frank Miller, cheque; Mrs Cadden, tray cloths; Master G and W and Miss Alice Miller, cheque; Miss Hilda Buck, pair photo frames.

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WEDDING BELLS. (1899, February 18). *The Dubbo Liberal and Macquarie Advocate* (NSW : 1892 - 1901), p. 2. Retrieved November 6, 2011, from <http://nla.gov.au/nla.news-article72506447>

## 1870 George Buck

**ANOTHER FIRE AT DUBBO.**—On Saturday last a fire occurred at Mr. George Buck's farm, about a mile and a-half from Dubbo, and two stacks of hay (one oaten, the other wheaten) containing some thirty-five tons, were destroyed. The fire was discovered about half-past three, and every effort made to extinguish it, but the flames could not be stemmed, and in a short time the hay-stack and a shed adjoining were destroyed. The fire is supposed to be accidental, having been caused by a match lying near the stack, and which ignited when trodden on by a son of Mr. Buck's. The loss by the conflagration is estimated at £300. It falls very heavily on Mr. Buck, who is a young beginner.—*Dispatch*, Feb. 25.

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## 1882 George Buck

**UNDER STOCK.**  
We have heard some further particulars as to one of the diseases which are affecting horses in this neighbourhood. We expressed in our Friday's issue an opinion that the wire filings in chaff have had much to do with the mortality, and from what we have learned from Mr. Lynch, veterinary surgeon, and horse owners, who have lost heavily, we are convinced that our idea is correct. Mr. B. Clay, teamster, of this town has lost fifteen draught horses within the last few months. He is satisfied the wire is the cause. Mr. George Buck has lost a valuable mare, worth £50 at least. A post mortem examination proved most uncontestedly that the chaff with the wire filings had brought about her death. Whole pieces of wire were found in the stomach. It is not much trouble to take off the wire bindings, and it is to be hoped chaff cutters will do so in future. Depend upon it the cutters who do so will obtain a much better sale for their stuff than those who don't.

### **Dubbo Horse Mortality**

We have heard some further particulars as to one of the diseases which are affecting horses in this neighbourhood. We expressed in our Friday's issue an opinion that the wire filings in chaff have had much to do with the mortality, and from what we have learned from Mr. Lynch, veterinary Surgeon, and horse owners, who have lost heavily, we are convinced that our idea is correct. Mr. B. Clay, teamster, of this town has lost fifteen draught horses within the last few months. He is satisfied the wire is the cause. Mr. George Buck has lost a valuable mare, worth £50 at least. A post mortem examination proved most uncontestedly that the chaff with the wire filings had brought about her death. Whole pieces of wire were found in the stomach. It is not much trouble to take off the wire bindings, and it is to be hoped chaff cutters will do so in future. Depend upon it the cutters who do so will obtain a much better sale for their stuff than those who don't. "

*The Maitland Mercury & Hunter River General Advertiser (NSW : 1843 - 1893) (about) Tuesday 9 May 1882, Page 6*

## 1897 George Buck

**DUBBO.**  
*Liberal.*

**WHEAT SALE.**—Messrs. Minnett and Co. report Messrs. Mack and Austin having sold 5000 sacks more of their wheat at 3s 11d per bushel on trucks at Narromine to a southern buyer. The quality of their wheat is above what is generally offering.

**A RECORD LOAD.**—The largest load of sawn timber ever brought into Dubbo was received at Utley's Centennial Saw Mills on Saturday. The wood, which was all pine, had been cut at Emogandra Creek, and sawn into boards at the branch mill at Coalbaggie. The total measurement was 2700 feet, weighing 12 tons, and it was brought in on a waggon drawn by 20 bullocks, driven by George Buck.

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DUBBO. (1897, December 30). *Bathurst Free Press and Mining Journal* (NSW : 1851 - 1904), p. 3. Retrieved November 6, 2011, from <http://nla.gov.au/nla.news-article62044266>



## 1914 George & Hugh Buck, Probate Jurisdiction

IN THE SUPREME COURT OF NEW SOUTH WALES.-Probate Jurisdiction.-In the Estate of GEORGE BUCK, late of Rosehill, near Dubbo, in the State of New South Wales, Farmer, deceased intestate. Application will be made after fourteen days from the publication hereof that Administration of the Estate of the abovenamed deceased may be granted to EDWARD BUCK, a Son of the said deceased, and WALLACE ALFRED SALTER, a son-in-law of the said deceased, and all Notices may be Served at the office of the undersigned; and Creditors are requested to send in particulars of their claims to the undersigned with- in the said period of fourteen days. And take Notice that it is intended to apply to have the usual Administration Bond dispensed with. McGUINN and McGUINN, Proctors for Administrators, Dubbo. By L. G. B. CADDEN, 81 Elizabeth-street, Sydney.

IN THE SUPREME COURT OF NEW SOUTH

WALES.-Probate Jurisdiction.-In the Will of HUGHEY ALFRED BUCK, late of Dubbo, in the State of New South Wales, Cab Driver, deceased.-Application will be made after fourteen days from the publication hereof that Probate of the Will of the above named deceased may be granted to MARIA BUCK, the Executrix named in the said Will, and all Notices may be served at the office of the undersigned. All creditors are requested to send in particulars of their claims to the undersigned, within the said period of fourteen days. McGUINN and McGUINN, Proctors for Executrix, Church-street, Dubbo. By L. G. B. Cadden 84 Elizabeth-street, Sydney

*George and his son Hugh were buried within days of each other in the Old Dubbo Cemetery*

## 1915 George Buck, Probate Jurisdiction

IN THE SUPREME COURT OF NEW SOUTH WALES. Probate Jurisdiction - In the Estate of GEORGE BUCK, late of Rosehill, Dubbo, in the State of New South Wales, Farmer, deceased, intestate - Pursuant to the "Wills, Probate and administration Act of 1898". Notice is hereby given that all Creditors and other persons having any debt or claim upon or affecting the Estate of GEORGE BUCK, the above-named deceased, who died on or about the fifth day of December, 1913, and Letters of Administration of whose Estate were granted by the Supreme Court of New South Wales, in its Probate Jurisdiction, on the 18th day of April, 1914, to EDWARD BUCK of Eumungerie, Farmer, and DANIEL ALBERT BUCK, of Dubbo, Farmer, sons of Tanner, sons of the said deceased, are hereby required to send in particulars of their claim to the undersigned on or before the fifteenth day of July, 1915, at the expiration of which time the said EDWARD BUCK and DANIEL ALBERT BUCK will proceed to distribute the Assets of the said deceased among the persons entitled thereto, having regard to the debts and claims only of which they shall then have had notice; and the said EDWARD BUCK and DANIEL ALBERT BUCK will not be liable for the Assets so distributed to any person of whose debt or claim they shall not have had notice at the time of such distribution. Dated this 28th day of May, A. D. 1915. McGUINN and McGUINN, Proctors for the Administrators, Dubbo.

IN THE SUPREME COURT OF NEW SOUTH WALES.-Probate Jurisdiction.-In the Estate of GEORGE BUCK, late of Rosehill, near Dubbo, in the State of New South Wales, Farmer, deceased intestate.-Application will be made after fourteen days from the publication hereof that Administration of the Estate of the abovenamed deceased may be granted to EDWARD BUCK, a Son of the said deceased, and WALLACE ALFRED SALTER, a son-in-law of the said deceased, and all Notices may be served at the office of the undersigned; and Creditors are requested to send in particulars of their claims to the undersigned within the said period of fourteen days. And take Notice that it is intended to apply to have the usual Administration Bond dispensed with. McGUINN and McGUINN, Proctors for Administrators, Dubbo. By L. G. B. CADDEN, 81 Elizabeth-street, Sydney.

IN THE SUPREME COURT OF NEW SOUTH WALES.-Probate Jurisdiction.-In the Will of HUGHEY ALFRED BUCK, late of Dubbo, in the State of New South Wales, Cab Driver, deceased.-Application will be made after fourteen days from the publication hereof that Probate of the Will of the abovenamed deceased may be granted to MARIA BUCK, the Executrix named in the said Will, and all Notices may be served at the office of the undersigned; and all creditors are requested to send in particulars of their claims to the undersigned, within the said period of fourteen days. McGUINN and McGUINN, Proctors for Executrix, Church-street, Dubbo. By L. G. B. CADDEN, 84 Elizabeth-street, Sydney.

IN THE SUPREME COURT OF NEW SOUTH WALES. Probate Jurisdiction.-In the Estate of GEORGE BUCK, late of Rosehill, Dubbo, in the State of New South Wales, Farmer, deceased, intestate.-Pursuant to the "Wills, Probate, and Administration Act, of 1898." Notice is hereby given that all Creditors and other persons having any debt or claim upon or affecting the Estate of GEORGE BUCK, the abovenamed deceased, who died on or about the fifth day of December, 1913, and Letters of Administration of whose Estate were granted by the Supreme Court of New South Wales, in its Probate Jurisdiction, on the 18th day of April, 1914, to EDWARD BUCK of Eumungerie, Farmer, and DANIEL ALBERT BUCK, of Dubbo, Farmer, sons of the said deceased, are hereby required to send in particulars of their claim to the undersigned on or before the fifteenth day of July, 1915, at the expiration of which time the said EDWARD BUCK and DANIEL ALBERT BUCK will proceed to distribute the Assets of the said deceased among the persons entitled thereto, having regard to the debts and claims only of which they shall then have had notice; and the said EDWARD BUCK and DANIEL ALBERT BUCK will not be liable for the Assets so distributed to any person of whose debt or claim they shall not have had notice at the time of such distribution. Dated this 28th day of May, A.D. 1915. McGUINN and McGUINN, Proctors for the Administrators, Dubbo.

Advertising. (1914, January 6). *The Sydney Morning Herald* (NSW : 1842 - 1954), p. 2. Retrieved November 10, 2011, from <http://nla.gov.au/nla.news-article15471288>

Advertising. (1915, June 1). *The Sydney Morning Herald* (NSW : 1842 - 1954), p. 12. Retrieved November 10, 2011, from <http://nla.gov.au/nla.news-article15594456>

## 1899 Charles & Arthur Salter

PETTY DEBTS COURT.  
MONDAY, JULY 9.

(Before Mr. T. C. K. McKell, P.M.)

C. Salter v. M. Sloane, goods sold and, delivered, 14s, less. 7s paid. Verdict for. amount (7s) with 5s costs.

John Hawke processed against Arthur Salter for £9 1s, work and labour done, droving, etc. Defendant paid £2 10s into court. Mr. Fitz-Gerald for plaintiff, Mr. Booth for defendant.

Plaintiff deposed he was a dealer and drover; he arranged to go to Tonderbrine on defendant's behalf in connection with a proposed purchase of cattle - he was to bring in the cattle if purchased; met defendant near Tonderbrine, and made another arrangement by which he (plaintiff) was only to bring the cattle to Balladoran, and there to hand them over to someone appointed by defendant; plaintiff was then by that arrangement to go to Gummin Gummin and get another draft of cattle on defendant's behalf; while bringing them in he got a letter from Mr. Cadell (plaintiff's agent) to hold the cattle on the road for two days; claimed for this 15s a day - 30s in all; claimed 4s for expenses and 2s for cutting boughs by instructions, had received £5 on account; presented his account and defendant refused to pay, but gave no reason; the original arrangement was made in Mr. Cadell's office; the Gummin cattle were never mentioned there; it was not a fact that the arrangement was that if defendant purchased at Tonderbrine he (plaintiff) was to get £6, and if at Gummin also, £6 10s, and was to get £2 10s if he got no cattle at all; did not arrange to be at Tonderbrine on Thursday; met defendant on the road between Gilgandra and Tonderbrine - 20 miles from Gilgandra; defendant did not tell him then that he would not give him the cattle at all, but did say he would enter an action for breach of contract; rode back about a mile with him, as he (defendant) wished to alter the agreement; an arrangement was then made for £7 10s, with a promise of a bonus if the business proved satisfactory; brought 42 head from Tonderbrine and 101 from Gummin; was within 32 miles of Dubbo when he (plaintiff) delivered the Tonderbrine cattle and went back to Gummin.

For the defence,

C. Cadell, stock and station agent, deposed he knew the parties; an arrangement was entered into between them at witness's office; the arrangement was that plaintiff was to get £6 10s if he brought the two lots, £6 if he brought one lot only, and £2 10s if none were bought by defendant; plaintiff had a lost a heifer bringing in a previous draft and defendant had debited him 30s, and plaintiff took the second job as it gave him an opportunity of picking up the heifer; the original arrangement was that both lots should be brought in together, and be sold together; plaintiff had to go back from Balladoran between 40 and 50 miles to Gummin Gummin; knew that defendant did hold the cattle back, but he had not more time than he could have reasonably occupied; the cattle were satisfactorily brought in; it should take about six and a half days to bring cattle from Gummin to Dubbo; it was probably contemplated that plaintiff was to go to Gummin first, pick up the

cattle there and bring them on to Tonderbrine; the two were to arrive at Dubbo on the same day, plaintiff was to be at Tonderbrine on Thursday night or early on Friday morning.

Percy Green, clerk in the office of Cadell and Co., also gave evidence as to the original agreement. He deposed that the understanding made in his presence was that plaintiff should be at Tonderbrine late on Wednesday or early on Thursday; Mr. Cadell was not then present; believed the matter was afterwards talked over in Mr. Cadell's presence.

Arthur F. Salter deposed that the original agreement was practically as deposed to by Mr. Cadell; plaintiff was to be at Tonderbrine not later than noon on Thursday; he (defendant) had bought both lots by that time; met plaintiff on Friday afternoon on the road about 20 miles from Tonderbrine; told him he would summon him for breach of agreement in not being there to time; had kept the cattle wasting in a yard since noon on Thursday; told plaintiff he would give him £3 to bring only the Tonderbrine cattle in, but no agreement was come to; then offered him £7 (with a possible bonus of 10s) if he went back and got the Tonderbrine cattle and brought them to Balladoran (35 miles) where he was to deliver to a man named Horsefield - and again went back and got the Gummin cattle and brought them in; give no instructions for the cattle to be held on the road - had paddocks of his own near Dubbo; Cadell suited his own convenience as today of sale; the cattle left Gummin, on Wednesday and arrived on the following Wednesday; did not complain of the condition of the cattle on arrival; did not ever promise to pay for holding the cattle; made arrangements to hold the Gummin cattle till 17th May, but he had to lift the Tonderbrine cattle on the 11th; did offer to pay plaintiff for loss of time - as he (defendant) had made arrangements not to lift the Gummin cattle till some days later than originally contemplated, but this was before the second agreement was come to.

The P.M. said the only question was as to loss of time - whether plaintiff should be allowed for going back - otherwise he (the P.M.) would accept defendant's version.

Plaintiff was re-examined and claimed it was worth £7 10s to go back from Balladoran and get the Gummin cattle and bring them in; had paid £1 16s for the bringing of the cattle from Balladoran.

Counsel having addressed the Bench.

His Worship said he was not perfectly satisfied with the way in which the contract had been arranged, especially by defendant - it seemed unfair to plaintiff that it should have been made in that way. Plaintiff was entitled to something for his return trip, but he (the P.M.) could not get away from the fact that the contract entered into at Dubbo supposed that £6 10s would cover the round trip to Gummin. He would give a verdict for £3 10s over and above the amount paid into Court (£2 10) with 4s costs, but would allow no witnesses' expenses. He was not satisfied with either party. Two cases were continued till next Court.

PETTY DEBTS COURT. (1899, July 5). *The Dubbo Liberal and Macquarie Advocate* (NSW : 1892 - 1901), p. 2. Retrieved November 10, 2011, from <http://nla.gov.au/nla.news-article72508394>

# 1901 Wallace A Salter

## LOCAL LAND BOARD.

[Before the Chairman (Mr. W. C. Cardaw)  
Sir, J. Samuels and Mr. W. Leslie, J.P.]  
TUESDAY, OCTOBER 22.

### PROPOSED SURRENDER AND EXCHANGE

Proposed surrender and exchange of areas on Teramungamine holding; embracing about 4,600 acres each.

Examination of Mr. J. A. Ryan continued from last issue :

Witness -deposed that about five years ago he went out to Old Harbour through some of the lands proposed to be surrendered ; saw that some extensive ringbarking had been done within the three years preceding his visit; couldn't say that he then saw sheep; last week passed near portion of it; when he passed through the country three, years ago there had just previously been a bush fire, which had destroyed the undergrowth ; noticed that the soil was of good character; from the "tin hut" to Gundy Creek was loamy sandy soil; this would be for four or five miles; from the " tin hut" towards Dubbo the soil was basaltic, it was superior; this description would apply generally throughout; it was good carrying country-certainly more than half of it was; could not say that he knew the names of the owners of the portions he passed through; would be very much surprised to hear that the country would not carry stock; if such were the case it would not be owing to its want of natural fertility - it might be so, owing to rabbits, knew Morris's block, but not since it had been selected.

Mr. Fitz-Gerald desired to ask if the witness could account for the fact that Morris's was not fenced in.

The Board disallowed the question.

Examination continued: Did not know that Morris's was a dense scrub at present, did not hear anything affecting the surrendered area ; knew the exchange area great part of it was land which, when improved, would be good carrying country, but had always thought that the basaltic land round Goonoo on the surrendered area was the better carrying country of the two ; saw sheep on the area sought to be acquired ; knew that the selectors who had originally taken up the surrendered area had cleared out-it paid them to; they got good prices; could not give particulars of these prices; did not know whether Winsler's sold out at a good price or abandoned the land in disgust ; had volunteered to give evidence; what he had stated about the land was based on his visit of some years ago ; and often traversed the country; knew the country perhaps better than any man in the room except Mr. Body ; had camped on the land in 1877 when driving cattle through it; his remark as to equal value referred to the whole exchange as between man and man, taking into account the construction of the railway line, &c., but did not necessarily mean that the soils were of equal value. In his position as Mayor of Dubbo he

would favor the exchange, which would be in the interest of the town.

W. A. Salter, residing at Coalbaggie, deposed his selection in the parish of Caledonia adjoined Mr. Little's land; witness had held his selection since February, 1891; the railway ran through his land ; had 200 acres under cultivation; was shearing this year 1186 sheep; when he took up the land it was very scrubby-hopbush, huddah, stringybark, etc.; the lands proposed to be surrendered almost surrounded his holding; when he first went on the land he put 650 sheep on it and they nearly all died for want of grass; the land in its improved state would now carry as he had already stated; knew Marshall's holding; it was tiptop country; it joined him on the north; knew Little's holding - it was excellent country ; knew some of the land on O'Brien's; it was rather scrubby, but promised to be good if cleared; it resembled his own; had seen stock on Marshall's land and on Little's ; did not know the other areas from his own knowledge.

Cross-examined: There might be a little ironbark on the land.

The Board said the evidence as to these particular blocks seemed to agree with what been given by the other side.

Cross-examination continued: Did not tell Tink and Gleeson he would not have O'Brien's block as a gift; gave from £1 to £2 an acre for grubbing and clearing his land fit for agriculture; the prices were high but he himself had been paid higher; had never been on Morris's block ; it was pretty scrubby - had seen worse; had never been on the railway reserve except for a short distance ; did not know anything of the area proposed to be acquired; Morris's selection was no worse than his own was when he first went on; the soil was not quite as good as his.

F. E. Body, recalled deposed he had heard the evidence given in the case ; had heard a statement by some witnesses that certain areas on the surrendered area had been abandoned and that no stock had been there for years ; this was not the case; had had sheep on all the blocks surrendered ; had them there until the railway people got there - then he had to remove them; had had good results from sheep on this land ; last year sold 6000 sheep - culled ewes ; got 15s a head for them ; they were running on the surrendered area; the so called "tin hut" was on Craig's selection; put the sheep on this surrendered area off the shears in November, and kept them there till he had to remove them because of the approach of the railway men, the land to the west of the Medway hotel (6000 or 7000 acres) was as bad as any on the other areas - its description on the map ("bad") was correct; had never seen grass on the part referred to.

Bv Mr. Fitz-Gerald : The ewes were on the land from November to August, some were in Gundy paddock (O'Brien and Winsler's blocks). Could not say how the sheep were divided on the blocks. Would say the land would carry more than one sheep to 20 acres. It would carry more than the land behind

the Medway hotel. There was no shortage of grass on Terramungamine

last year, Terramungamine never looked better than during the past two years. Got rid of 45,000 sheep to prevent overstocking. Had been over Morris's block - six months ago. There had been no sheep on that lately. It would not be impossible to muster sheep on those blocks - had mustered frequently. The reason he did not use Morris's block was because it was unfenced on the Castlereagh road side and the sheep were constantly getting out on the Mogriguy road through the gate to Yellow Creek. When he had sheep there he had to have a man at each place to keep them in. Did not say these lands were good lands, but there was an equal area on the exchanged portion as bad. None of the sheep ran on the stock route above Marshall's. A lot of the exchange area was bad country, but had been carrying sheep continuously for years past.

The exchange area would not carry a great deal more (if any more) than the other. Had tried to divide the sheep equally. The other (i.e., exchange) area certainly carried more this year, but could not say as to other years, as the leasehold adjoined this area and was not fenced off, and the whole was worked as one. Did not generally graze large stock. Had in all about 350 - the bulk of them ran at present on land included in the area applied for. Three or four years ago had 1000 head of cattle running on the surrendered lands. Had no cattle there at present. Would have sheep there now but for the fact that there was no water in the dam. Had not spent money on the scrubbing and suckering on the surrendered lands, except on his brother's (T. Body's) land. Had spent £4 on it to every £1 on the exchange area. There were belts of scrub on the land applied for as bad as any on the surrendered lands. There were 5000 or 6000 acres on the land they wished to get as bad as any 5000 or 6000 acres, on the land they were surrendering. About a sheep to four acres ran on the land he was asking for. The reason of his application was to consolidate his holding and because he didn't wish to have the railway dividing his property. If he could not get this consolidation the Goonoo estate would be quite divided by Crown lands from his present estate. On the land he was seeking to acquire there were neither plains nor basaltic country - there were both on the land he was giving up.

Mr. Wilkinson proposed to recall Mr. Surveyor Thomas. Mr. Fitz-Gerald objected, but the Board said they were sitting magisterially, and must accept all the evidence offered.

W. M. Thomas, staff surveyor, said he was personally responsible for the notes on the plan put in; they were made at the time of the inspection or were checked during inspection, there were areas on the surrendered lands, such as the Caledonia and Goonoo lands, which had not their equal on the exchange lands; the land behind the Medway hotel - say from two to two and a half miles along the Coonamble and Collie road beyond the hotel (on the

proposed exchange area) and for about two miles on the Dubbo side, and for from one to one and a half miles deep - was poor ironbark country with patches of mallee and scrub, soil of sandstone and ironstone gravel; the total area of poor country in this part was about 4000 acres, was conducting the special inspection for about four and a half days; had a prior knowledge of the country - had travelled over it repeatedly; had had office knowledge of the country compiled for him; there was an area of good country following the flat or creek and intersecting this poor country; it embraced from 200 to 300 acres.

By Mr. Fitz-Gerald: There was some very good box country on the exchange land; Morris's block contained 600 acres of good agricultural land, about 1200 acres of fair land and about 700 acres of very poor land.

Mr. Fitz-Gerald asked if witness was aware it was an abandoned area.

Wilkinson objected. Objection upheld.

Cross-examination continued: Had heard the evidence re this block, viz., that it presented an abandoned appearance; there was a man looking after it when he was there - did not know who the man was; believed the land had been ringbarked about four years before he saw it - or six years ago; it was now fairly grown with suckers these were not dense; there were two dense patches of pine and ironbark scrub; the surrender area bordered on the ironbark forest and had been cut out of it - there was ironbark on it, but it was not true ironbark country, Winsler's, Morris's and O'Brien's were ironbark, pine and box country; T. P. Body's was the same, with some mallee; there was a patch of ironbark country on F. E. Body's selection and conditional lease (there was box and ironbark country on the railway reserve and the land adjoining, but it was red sandy soil; here was mallee on Read's boundary on the southern portion of the surrendered lands near the railway reserve; to clear the good land on Morris's block would cost about 25s per acre; when he was through the surrendered area about two years ago there was stock on the Caledonia paddocks and at O'Brien's, there was a permanent well with troughing on Morris's block, this closed the evidence

Mr. Wilkinson severely criticised the agitation on the part of the objectors who on their own showing, he said, were "land speculators". He said the whole origin of the agitation was in the Medway hotel. He relied on the evidence of Mr. Surveyor Thomas, who could have no interest on the one side or the other. If the facts were as claimed, why did not the Belarbigill people (who were primarily affected) appear to oppose?

Mr. Fitz-Gerald replied. He said he threw back the imputation of motives, though he made no personal imputation against Mr. Body. It was absurd for them to allege that the objectors - men of standing had come there to commit perjury. It was clear that the exchange was in the interest of Mr. Body's bank account. Very possibly the carrying capacity of the surrendered area was made by the over-running of

unfenced reserves in the neighbourhood. He reviewed the evidence, and said that the proper description was only "dragged out" at the last stage. He claimed that Mr. Thomas's evidence was theoretical only, and had been discredited in another case. He explained that some witnesses he could otherwise have produced were too busy harvesting and shearing to attend. The Board reserve their decision till the following day.

At 4 p.m. on Wednesday, the Board delivered the following finding.

We beg to report to the Minister that the enquiry has practically resolved into two parts. The first between applicant and the Crown, in which applicant had a right to begin; and secondly, between the objectors and the applicant, in which the objectors incurred the obligation of beginning, chiefly because their notice of objection contained no grounds of objection. Reviewing the whole of the evidence, we find that in each area there are some 6000 acres of sandy or inferior country. On the surrender land, ringbarking on several of the conditional purchases and leases has been neglected, causing a considerable growth of suckers and undergrowth. Moreover, the surrender land largely skirts the large ironbark forest reserve on the east a forest that is perhaps useless for other purpose than growing ironbark. But it is noted that the ironbark on the surrendered land is much interspersed with box, and therefore very superior to the forest reserve. With regard to the exchange land, it is evident it is further removed from the ironbark country than the surrendered land, but against this it is pointed out that there are on the surrendered land in the parish of Goonoo about 2400 acres, chiefly basaltic country, superior to anything on the exchange area. On the whole the respective lands may be said to be of equal value. We recommend the acceptance from applicant of the surrender of about 24,273 3/4 acres shown on plan A by pink tinting and red patching combined, and particularised in schedule A and which we appraise at 30s per acre, and upon which the improvements are reported to be of the value of £4000, and the granting to applicant, by way of exchange, a similar area shown on said plan by blue patching, providing for G. Uridge's application if necessary, and in that event extending the area across the Coalbaggie Creek as shown by the blue broken border. This exchange area we also appraise at 30s per acre; improvements thereon are reported to be of the value of £977. Costs in hearing incurred to date. Inspection and report, £19 8s 6d; office examination, £1 is - total, £20 9s 6d.

LOCAL LAND BOARD. (1901, October 26). *The Dubbo Liberal and Macquarie Advocate* (NSW : 1892 - 1901), p. 2. Retrieved November 9, 2011, from <http://nla.gov.au/nla.news-article72497685>

## 1899 Charles J Salter

### STEALING OF WOOL AND SKINS

An elderly half-caste named Charles Johnstone was charged with stealing at Buckhobble on 16th April, one sheepskin and a quantity of wool, the property at C. J. Salter, and a further count charged him with feloniously receiving.

Chas. J. Salter, butcher and grazier, residing at Warrie Flat, Old Dubbo, deposed that in April last he saw accused, who was then camped on the river fishing on Sunday, 16th April, he found two bags containing dead wool and a sheepskin, they were concealed in a hole from which a log had been burnt out ; the skin bore his brand and ear-mark; sent word to the police: watched till midnight and then went home; on the next morning he sent down a man to the place and the wool and skin were still there ; later they were gone ; looked for tracks and found tracks of a sulky near the place; the tracks led to a gate ; accused had a camp about 200 yards from where witness found the wool and skin ; had missed a good number of sheep from the paddock - could not account for their disappearance ; found a portion of the carcass of a sheep which had been apparently skinned between a fortnight or three weeks ; found another and older carcass near the place; on Thursday witness and Constable Keogh met accused near his (accused's) camp: Constable Keogh asked him if he had been to Dubbo and had sold a sheepskin, or had been trying to sell any there ; he said he had not; questioned as to attempting to sell any to a Mr. Chapman he said he did not know where he lived ; identified the skill before the Court ; a man named Wilson was encamped on the run about a quarter of a mile from accused ; the ear was on the skin when he first saw it ; the tar-brand was on it when he saw it, later it seemed to have been plucked off. [The skin is Court was then identified by witness.]

At this stage accused arose excitedly and declared, "That's not the skin."

Witness cross-examined by accused : Had never seen accused gathering wool; the other man camped in the locality about the beginning of February ; did not give that man permission to gather wool in the paddock ; did not see accused remove the wool and skin from the hole spoken of ; had known accused for a considerable time.

By the Crown : Had seen accused driving a horse and sulky.

Arthur Chapman, manager of B. Chapman's produce store, Dubbo, deposed that in April last accused brought to his (witness's) father's place for sale sheep skins and wool ; witness bought them from him ; accused said some one else gave them to him.

April 18 he saw a sheepskin at Chapman's store ; identified the skin in court ; witness cut off the ear.

Constable Keogh deposed that he saw accused at Buckhobble in April last, asked him if he had been in Dubbo on the previous Monday; he said he had, and that he took fish into town; asked him to whom he sold them ; he said he did not know the name; asked

him if he sold any sheep skins or wool to Chapman or his son on the previous Monday ; he denied having done so ; asked him if he had been into town on the Tuesday ; he replied, " No ;"he said he had been in Mr. Salter's once-about a fortnight before, but had gathered no wool there; Mr. Salter then gave accused in charge ; witness arrested him and locked him up; on the following morning accused was remanded by the presiding magistrate - Mr. MacNevin, accused then said, " I never stole any wool - I sold it for the old fellow who is camped out there;" witness said, "Why did you not tell me that yesterday", accused made no reply.

John W. Wilson, copper-smith etc., deposed that in April last he and accused were camped on Buckhobble, Warrie Flat ; they were about three-quarters of a mile apart ; never gave him any wool or sheep skins; accused was fishing on the river; witness was looking after some cattle for Mr. Salter. Witness cross-examined by accused: It was not a fact that on one Friday in April he asked accused to take a bag of wool to Dubbo to sell for him ; had no monetary transactions with him ; certainly did not tell him to take it to Chapman's ; was never hard up in his life ; was not then starving ["don't you make any mistake about that," he added to the accused] did not say he must have some money before he (witness) cleared out ; was receiving wages from Mr. Salter.

By His Honor : Had no sheep of his own ; all the wool that he picked up was given to him " by legal authority."

Accused made a long rambling statement in his own defence, in which he threw all the blame on Wilson. He admitted telling falsehoods to the constable, but pleaded that he was frightened.

George Yeo was called in defence. He applied for his expenses before giving evidence, but was informed that being in Court he must give evidence unconditionally. He then deposed he was in the service of Mr. Rutherford, Murrumbidgee; that property adjoined Mr. Salter's, and he knew accused's camp ; he had never known accused to gather wool on Buck- hobble ; was close to accused's camp every day for three months.

Accused again addressed the jury - on this occasion very briefly.

After a short deliberation the jury re- turned into Court with a verdict of guilty, with a recommendation of accused to mercy on account of his age (65 years).

His Honor said he would give the fullest effect to the recommendation of the jury, but accused had made it difficult for him to do so by making what the jury had declared to be an unfounded charge against Wilson.

No previous convictions were recorded against accused. He banded in a written statement which His Honor perused.

Accused was then remanded for sentence.

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Accused was then remanded for sentence.

#### STEALING HIDES AND SHEEPS.

John Foley was charged with stealing on 26th April last a quantity of skins and hides the property of Brown and Manning, and a further count charged him with feloniously receiving. He pleaded guilty on the first count. One previous conviction was proved against him. He was remanded for sentence.

DUBBO QUARTER SESSIONS. (1899, July 26). *The Dubbo Liberal and Macquarie Advocate* (NSW: 1892 - 1901), p. 2. Retrieved November 9, 2011, from <http://nla.gov.au/nla.news-article72508698>

## 1898 Charles Salter

Robert Jones proceeded against Chas. Salter, for £10 4s, for work and labour done.

Defendant paid £3 0s 1d into Court.

Mr. Ryan appeared for complainant, Mr. Fitz-Gerald for defendant.

Complainant deposed he contracted with defendant to grub 4½ acres of his (defendant's) property at 30s per acre; did eight acres one chain; did an additional piece of ground, making eight acres one chain; they had a dispute about the taking out of some stumps, for which defendant wanted an allowance of 6s, cut 1200 posts at 6s per 100—of which defendant condemned a number; defendant passed and took 895 posts away at the time, and ultimately removed the rest. [The accounts were then exhaustively gone into by the Bench].

For the defence,

John Dwyer, contractor working for defendant, deposed that the agreement with complainant for clearing was—green timber 30s and dry timber 20s; 2½d per lb for meat was the market rate.

Charles Salter, the defendant, gave similar evidence; he deposed he had pegged out the green timber from the dry; there were two big pieces (making 16 11-20 acres in all) at 30s, and 6ac 1rd 24per at £1—the total sum due amounting to £31 7s 6d; it was very easy to distinguish the green timber from the dry; drew 748 of the 1200 posts cut by complainant; knew that complainant gave some of the rails to neighbours; denied that he agreed to charge defendant only 2d per lb for meat; the price of meat rose during the term, but he did not raise the price to contractors on his property; complainant left and then came back afterwards at his leisure to complete the work; had offered him his money but he would not take it; he was away during the harvesting; did not condemn any rails.

Complainant was re-examined as to the computation of the number of rails cut and drawn.

His Worship said he should deduct £2 10s 6d, as he believed part of the work was at the rate of £1 per acre. He should allow for 960 rails; he should refuse to allow the charge of 2 1/2-d instead of 2d for meat. An adjustment showed there was £3 18s 11d due, and he should give a verdict for that amount, less £3 0s 1d paid into Court. He should allow 8s costs of Court, and 16s 6d witness's expenses. His Worship added he should be glad when the Small Debts Court was amended to allow of professional costs being awarded.

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Robert Jones proceeded against Chas. Salter, for £10 4s, for work and labour done.

Defendant paid £3 0s 1d into Court.

Mr. Ryan appeared for complainant, Mr.

Fitz-Gerald for defendant.

Complainant deposed he contracted with defendant to grub 4 1/2 acres of his (defendant's) property at 30s per acre; did eight acres one chain; did an additional piece of ground, making eight acres one chain; they had a dispute about the taking out of some stumps, for which defendant wanted an allowance of 6s, cut 1200 posts at 6s per 100 - of which defendant condemned a number; defendant passed and took 895 posts away at the time, and ultimately removed the rest. [The accounts were then exhaustively gone into by the Bench].

For the defence,

John Dwyer, contractor working for defendant, deposed that the agreement with complainant for clearing was - green timber 30s and dry timber 20s; 2 1/2d per lb for meat was the market rate.

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## 1888 Francis Gilroy

### DUBBO ASSIZE COURT.

[By TELEGRAPH.]

(FROM OUR OWN CORRESPONDENT.)

DUBBO, SATURDAY.

sentenced to five years. The Court was continued at 9 a.m. on Friday, with a charge of forgery against Francis Gilroy. At the close of the case for the prosecution Mr. Buchanan, who defended, produced a telegram stating that an important witness had passed Gilgandra that day on his way to the court. On his Honor finding that the distance was 42 miles, he consented to take the rest of the prisoner's evidence and hear the address of counsel, and then examine the witness if he should come. At the conclusion of counsel's address, the witness not having arrived, His Honor ordered a constable to take a horse and go to meet witness and bring him direct to the Court without letting him have any communication with anyone. The witness arrived about 9.30 p.m., but could not give any material evidence. His Honor then ordered the jury to be locked up for the night. John Finn, of Nyagan, butcher, charged with cattle stealing, was defended by Mr. Buchanan. The jury brought in a verdict of guilty on a charge of receiving. The prisoner was sentenced to 10 years on the roads. The Court was adjourned after midnight. In Gilroy's case his Honor was nearly two hours in charging the jury, who retired, and were absent from 10.30 a.m. to 4.30 p.m., when they returned with a verdict of guilty of uttering, and the prisoner received a sentence of three years' hard labour in Dubbo gaol. James Veitch, for manslaughter, received six months' hard labour in Dubbo gaol. John Hellman, for horsestealing, received three years in Dubbo gaol. Wm. Coulter, a youth, pleaded guilty to a charge of larceny, and received four months' hard labour in Dubbo gaol. In the case of assault with intent to commit a murder the jury have been locked up till Monday morning.

### DUBBO ASSIZE COURT.

[By Telegraph.]

(From our own correspondent.)

DUBBO, Saturday.

The Court was continued at 9 a.m. on Friday, with a charge of forgery against Francis Gilroy. At the close of the case for the prosecution Mr. Buchanan, who defended, produced a telegram stating that an important witness had passed Gilgandra that day on his way to the court. On his Honor finding that the distance was 42 miles, he consented to take the rest of the prisoner's evidence and hear the address of counsel, and then examine the witness if he should come. At the conclusion of counsel's address, the witness not having arrived, His Honor ordered a constable to take a horse and go to meet witness and bring him direct to Court without letting him have any communication with anyone. The witness arrived about 9.30 p.m., but could not give any material evidence. His Honor then ordered the jury to be locked up for the night. In Gilroy's case his Honor was nearly two hours in charging the jury, who retired, and were absent from 10.30 a.m. to 4.30 p.m. when they returned with a verdict of guilty of uttering, and the prisoner received a sentence of three years hard labour in Dubbo gaol.

Francis Gilroy is described 5 foot 3 inches with black to grey hair and two scars on his left shin, swelling on the left shoulder blade.

*From NSW Police Gazette 1890*

### LOCAL DISEASE AMONG HORSES.

THE District Inspector of Stock (Mr. B. G. Dulhunty) recently had his attention drawn to the outbreak of a peculiar and unrecognisable disease among horses in this district. The outbreak was not confined to any one locality. Messrs. Hugh Campbell, Cannonbar, and Frank Mack, Narromine, in the extreme west lost valuable animals; and almost simultaneously Mr. J. Rutherford's horses, at Murrumbidgee, in the east, developed the same malady. Nearer home, Dr. Tresidder lost his well-known stallion Harold Junr., from the same cause, and Mr. C. J. Salter, of Eschol, is also a sufferer. Mr. Inspector Dulhunty communicated particulars to the Board of Health, pointing out that it was at first his own view that the malady arose indirectly from the drought—in other words, from the poor diet now available for the ordinary class of country horses. But the loss of valuable stable-fed animals, the property of Mr. F. Mick, Dr. Tresidder and others had upset the theory. Mr. Dulhunty described the symptoms in a brief report, explaining that the disease began with a swelling in the front legs, and that this swelling gradually passed into the chest and back, and was often accompanied by offensively discharging sores. The Board of Health replied that the disease appeared to be an outbreak of erysipelas, which was rare among horses, and was dying out. To this unsatisfactory communication, Mr. Inspector Dulhunty replied, and after describing the symptoms at much greater length he desired that an investigation might be made on the spot; stating that he could not agree with the view of the Board's officers that the disease was dying out, or that it was erysipelas, and that, if it were erysipelas, the case called for prompt and decisive treatment. The Board replied, asking him to furnish yet further particulars, and desiring that he would conduct a post mortem on some horse dying from the disease, and report on the condition of the subcutaneous tissue, and the various organs. Considering that erysipelas is a very contagious disease, and communicable from beast to man, the request is a fairly cool one. It is surely not

too much to expect that the veterinary surgeons attached to the staff of the Board of Health should be called on to make a personal investigation into this mysterious outbreak which, for all that now appears to the contrary, may yet spread to other districts. The mere fact that the best authorities in this district are at fault over the disease should surely induce the Health Department to do something other than try to cope with the difficulty by official memos at 280 miles' range.

THE District Inspector of Stock (Mr. R. G. Dulhunty) recently had his attention drawn to the outbreak of a peculiar and unrecognisable disease among horses in this district. The outbreak was not confined to any one locality. Messrs. Hugh Campbell, Cannonbar, and Frank Mack, Narromine, in the extreme west lost valuable animals; and almost simultaneously Mr. J. Rutherford's horses, at Murrumbidgee, in the east, developed the same malady. Nearer home, Dr. Tresidder lost his well-known stallion Harold Junr., from the same cause, and Mr. C. J. Salter, of Eschol, is also a sufferer. Mr. Inspector Dulhunty communicated particulars to the Board of Health, pointing out that it was at first his own view that the malady arose indirectly from the drought in other words, from the poor diet now available for the ordinary class of country horses. But the loss of valuable stable-fed animals, the property of Mr. F. Mick, Dr. Tresidder and others had upset the theory. Mr. Dulhunty described the symptoms in a brief report, explaining that the disease began with a swelling in the front legs, and that this swelling gradually passed into the chest and back, and was often accompanied by offensively discharging sores. The Board of Health replied that the disease appeared to be an outbreak of erysipelas, which was rare among horses, and was dying out. To this unsatisfactory communication, Mr. Inspector Dulhunty replied, and after describing the symptoms at much greater length he desired that an investigation might be made on the spot stating that he could not agree with the view of the Board's officers that the disease was dying out, or that it was erysipelas, and that, if it were erysipelas, the case called for prompt and decisive treatment. The Board replied, asking him to furnish yet further particulars, and desiring that he would conduct a post mortem on some horse dying from the disease, and report on the condition of the subcutaneous tissue, and the various organs. Considering that erysipelas is a very contagious disease, and communicable from beast to man, the request is a fairly cool one. It is surely not too much to expect that the veterinary surgeons attached to the staff of the Board of Health should be called on to make a personal investigation into this mysterious outbreak, which, for all that now appears to the contrary, may yet spread to other districts. The mere fact that the best authorities in this district are at fault over the disease should surely induce the Health Department to do something other than try to cope with the difficulty by official memos at 280 miles' range.

LOCAL DISEASE AMONG HORSES. (1899, June 14). *The Dubbo Liberal and Macquarie Advocate* (NSW : 1892 - 1901), p. 2. Retrieved November 9, 2011, from <http://nla.gov.au/nla.news-article72508063>

Charles Johnstone, an aboriginal, was charged with stealing a sheep, the property of C. J. Salter, of Old Dubbo.

Constable Keogh gave evidence of arrest of accused, who denied selling wool or a sheep skin to Mr Chapman or to anybody else; he said he was at Mr Salter's paddocks a fortnight ago, but had gathered no wool; said, in reply to the magistrate at previous hearing, that he did not steal any wool, he got it from an old man to sell.

Arthur Chapman, in charge of his father's produce store, stated that accused brought some wool and a sheep skin to him last Tuesday for sale; purchased them, giving 10s for the wool and 2s for the skin; identified the skin produced; accused said he brought the wool and skin in for someone else, and was getting 2s for doing so—the man for whom he brought it was picking up wool on a station 14 miles from Dubbo, and was to have one bag out of every five for his trouble

Sergeant McDonnell also gave evidence. Charles Salter, butcher and grazier, stated that he knew accused, who was fishing and camped on witness's land; last Sunday week saw two bags of wool and a sheepskin in a hole two or three hundred yards from accused's camp; witness examined the skin and found it was his property; watched all night; saw it there early next morning; sent a man for it at 12 o'clock, and it was gone; reported the matter to the police; identified the skin in court as his property; it was the one he saw in the hole; found two skinned carcasses on his land on Thursday last when Constable Keogh came out to arrest accused; found them 40 or 50 yards from where he found the skin in the hole; accused denied, when arrested, that he had sold a sheepskin or wool to Chapman; an old man named Wilson was camped near accused.

John William Wilson, shearer, said he was camped half-a-mile from accused, on Mr Salter's land; never saw the skin now in court; did not give accused a skin nor wool to sell at any time; did not offer accused 2s to sell a skin and wool; accused never gave witness any money; witness had authority from Richard Larcome and Blake to pick up wool; had given skins and wool to Mr. Salter to sell; did not tell accused to purchase rations with the money he received from the sale of the skin and wool; came into town a month ago with accused in his sulky, but not on the day accused sold the things to Chapman.

Accused was committed for trial at the next Court of Quarter Sessions. Bail was fixed at £80 and two sureties of £40 each.

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1899

# FIELD TRIAL

of **McLEAN BROS. and RIGG'S**

# GRAIN DRILL

AT THE FARM OF

Mr. **WILLIAM CUMMINS, BURRABADEEN.**

on **MONDAY AFTERNOON, March 20,**

AT TWO O'CLOCK.

and at **Mr. C. SALTER'S FARM at ESCHOL**

on **WEDNESDAY AFTERNOON**

AT TWO O'CLOCK.

POLICE COURT. (1899, April 26). *The Dubbo Liberal and Macquarie Advocate* (NSW : 1892 - 1901), p. 2. Retrieved November 9, 2011, from <http://nla.gov.au/nla.news-article72507377>

## FIELD TRIAL

Of **McLean Bros and Rigg's**

**GRAIN DRILL**

At the Farm of

**Mr William Cummins, Burrabadeen**

**On Monday Afternoon, March 20**

**And at Mr C Salter's Farm at ESCHOL**

**On Wednesday Afternoon**

**At Two O'Clock**

Advertising. (1899, March 18). *The Dubbo Liberal and Macquarie Advocate* (NSW : 1892 - 1901), p. 5. Retrieved November 9, 2011, from <http://nla.gov.au/nla.news-article72506815>

## 1898 Charles J Salter

Parsons v. Salter. Claim for £3 10s, work done. Defendant pleaded not indebted. This was a claim for £1 a year for looking after a family grave. John Hughes, caretaker of the Dubbo cemetery, stated, in reply to plaintiff, that in 1891 defendant had said to him he had given the grave over to plaintiff's care, and that he had paid him £2 back rent; plaintiff had since kept the grave in thorough order. Defendant stated that plaintiff, in 1894, had sent him a bill for £2, which he paid; but did not authorise him to clean the grave either before or after that time. Charles Salter stated that he got a bill from plaintiff for cleaning a grave about twelve months ago, made out in the name of Charles Salter. Plaintiff denied this. Defendant produced bills he had received from plaintiff—one for cleaning three graves, although defendant only had one in the cemetery. Plaintiff was nonsuited.

Parsons v. Salter.

Claim for £310s, work done. Defendant pleaded not indebted. This was a claim for £1 a year for looking after a family grave. John Hughes, caretaker of the Dubbo cemetery, stated, in reply to plaintiff, that in 1894, defendant had said to him he had given the grave over to plaintiff's care, and that he had paid him £2 back rent; plaintiff had since kept the grave in thorough order. Defendant stated that plaintiff, in 1894, had sent him a bill for £2, which he paid, but did not authorise him to clean the grave either before or after that time. Charles Salter stated that he got a bill from plaintiff for cleaning; a grave about twelve months ago, made out in the name of Charles Salter. Plaintiff denied this. Defendant produced bills he had received from plaintiff - one for cleaning three graves, although defendant only had one in the cemetery. Plaintiff was nonsuited.

SMALL DEBTS COURT. (1898, February 9). *The Dubbo Liberal and Macquarie Advocate* (NSW : 1892 - 1901), p. 2. Retrieved November 9, 2011, from <http://nla.gov.au/nla.news-article72502789>

## 1901

**Wanted**

**A** COMPETENT SLAUGHTERMAN  
Apply.  
C. J. SALTER,  
Old Dubbo.

## 1900

TO STAND AT  
**Warrie Flat.**



**FARMERS' GLORY.**  
Dark Chestnut DRAUGHT STALLION,  
2½ years old.  
Terms on application to  
C. J. SALTER, Warrie Flat.

## 1899

### FIRE AT ESCHOL.

A DESTRUCTIVE fire occurred on Mr. C. Salter's property, Eschol, some nine miles from town, on Wednesday morning. The outbreak was noticed shortly after the "smoke-oh" of the men employed harvesting—viz., between 10.30 and 11 a.m., but the circumstances would seem to indicate that it owed its origin to a spark from the engine in use. When the fire was discovered, it had already so great a hold that little could be done to save the produce or machinery. Within a very short time the whole of the produce stacked on one acre was in a blaze, and all that could be done was to put out of danger as many bags of chaff as had not yet been reached by the fire. The men employed gave all possible help in extinguishing the flames, and rescuing the threatened material. The chaff cutting machinery was destroyed, together with 70 tons of hay, 20 tons of chaff, and five or six straw-stacks. The engine was slightly damaged. The value of the produce destroyed was over £300, and of the machinery £150; while empty bags to the value of £100 were also consumed by the flames. It is believed the loss was not covered by insurance.

Mr. Salter himself was away from home at the time of the disaster; and could not be communicated with till later in the day.

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Mr. Salter himself was away from home at the time of the disaster; and could not be communicated with till later in the day.

FIRE AT ESCHOL. (1899, January 7). *The Dubbo Liberal and Macquarie Advocate* (NSW : 1892 - 1901), p. 2. Retrieved November 9, 2011, from <http://nla.gov.au/nla.news-article72505901>

## 1897 Mr. Salter

**SMALL DEBTS COURT.**  
MONDAY, JULY 12.  
(Before Mr. L. S. Donaldson, P.M.)  
UNDEFENDED CASES  
C. H. Fitzhardinge v W. G. Orbell, J. Hives v same, Bank of Australasia v same, C. H. Fitz-Gerald v same. Order made in each case for the amount claimed.  
A number of other undefended cases were disposed of.  
Salter v Townsend, £3 5s, goods supplied. Mr. R. J. J. Ryan, who appeared for defendant, raised the point that defendant being a married woman could not be sued. Plaintiff deposed that he always served Mrs. Townsend personally. Verdict for plaintiff, with costs.  
Salter v Liddell, £804, cash lent. Defendant pleaded not indebted. Plaintiff said the money had been paid since the summons was issued, and asked for costs, which were allowed.

SMALL DEBTS COURT. (1897, July 14). *The Dubbo Liberal and Macquarie Advocate* (NSW : 1892 - 1901), p. 3.  
Retrieved November 9, 2011, from <http://nla.gov.au/nla.news-article72500940>

## 1899 Charles J Salter

**SALTER v. MOORE.**  
C. J. Salter proceeded against W. Moore for breach of contract, under the Masters and Servants Act.  
Mr. Booth appeared for complainant, Mr. Fitzhardinge for defendant.  
Complainant deposed that defendant entered his service as labourer, to clear land at Warrie Flat for the plough, in January; afterwards made an allowance above contract price at his (defendant's) request; defendant put in a "bush fire," which did more harm than good; he started to work at once, and should have finished the work in a month; advanced him various sums; had called on him to go on with the work; considered it would cost 10s an acre to complete the work; had only seen him at work once; he left about the end of March.  
Witness was cross-examined by Mr. Fitzhardinge as to details.  
Counsel having addressed the Bench on points of law involved.  
His Worship dismissed the case, but without costs.

**SMALL DEBTS COURT.**  
MONDAY, JULY 12.  
(Before Mr. L. S. Donaldson, P.M.)  
UNDEFENDED CASES  
C. H. Fitzhardinge v W. G. Orbell, J. Hives v same, Bank of Australasia v same, C. H. Fitz-Gerald v same. Order made in each case for the amount claimed.  
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Salter v Liddell, £804 cash lent. Defendant pleaded not indebted. Plaintiff said the money had been paid since the summons was issued, and asked for costs, which were allowed.

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Witness was cross-examined by Mr. Fitzhardinge as to details.  
Counsel having addressed the Bench on points of law involved.  
His Worship dismissed the case, but without costs.

SUMMONS COURT. (1899, May 31). *The Dubbo Liberal and Macquarie Advocate* (NSW : 1892 - 1901), p. 3.  
Retrieved November 9, 2011, from <http://nla.gov.au/nla.news-article72507850>

## 1896 Wallace Alfred Salter

CERTIFICATES TO ISSUE.—The GAZETTE of March 24 notifies that after the usual inquiry certificates will be issued on the following C.P's:—  
Corneles van der Maal, 40 acres, parish Eumungerie; Robert Scott, 85 acres, parish Bundomar; Frederick James Phillips, 300 acres, parish Bruah; William John Bowen, 592 acres 3 roods, parish Wambiaua; Wallace Alfred Salter, 300 acres, parish Caledonia; Thomas Machin, 320 acres, parish Donelly; George Frederick Howard, 640 acres, parish Donnelly; Agnes Crockett, executrix of late A. M. Crockett, 640 acres, parish Balladoran; all in the land district of Dubbo.

### CERTIFICATES TO ISSUE.

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Corneles van der Maal, 40 acres, parish Eumungerie; Robert Scott, 85 acres, parish Bundomar; Frederick James Phillips, 300 acres, parish Bruah; William John Bowen, 592 acres 3 roods, parish Wambiaua; Wallace Alfred Salter, 300 acres, parish Caledonia; Thomas Machin, 320 acres, parish Donelly; George Frederick Howard, 640 acres, parish Donnelly; Agnes Crockett, executrix of late A. M. Crockett, 640 acres, parish Balladoran; all in the land district of Dubbo.

1899

**DOGS.**

Judge, Mr. R. G. Dulhunty,  
Section J.

Sheep Dog—T. Baird's Flipp 1, T. Baird's Boss 2  
Cattle Dog—T. R. Baird's Bully 1, C. J. Salter 2  
Fox Terrier—Dr. Tresidder 1 and 2  
Scotch Terrier—E. Gartrell 1  
Kangaroo Dog—J. G. Tresillian 1, H. Furney 2  
Spaniel—H. B. Copeland 1, R. B. Mackenzie 2  
Poodle—Mrs. Kurtz 1  
Retriever—T. France 1, P. Benham 2  
English Terrier—B. Fletcher 1, G. Smedley 2  
Rough Terrier—H. Owen 1  
English Setter—M. Manning 1  
Scotch Collie—J. G. Brown 1, C. Cadell 2  
Greyhound Dog—P. Chapman 1, M. Manning 2  
Greyhound Slut—P. Chapman 1, M. Manning 2  
St. Bernard—Miss Longobardi 1

**PIGS.**

Judge, H. W. Larance,  
Section K.

Boar—C. J. Salter 1, J. Allison 2  
Sow—C. J. Salter  
Fat Pig—No award  
Sow and Litter—J. Alison

**DOGS.**

Judge, Mr. K. G. Dulhunty, Section J.

Sheep Dog—T. Baird's Flipp 1, T. Baird's, Boss 2  
Cattle Dog—T. R. Baird's Bully 1, C. J., Salter 2  
Fox Terrier—Dr. Tresidder 1 and 2 Scotch Terrier—E. Gartrell 1  
Kangaroo Dog—J. G. Tresillian 1, H. Furney 2  
Spaniel—H. B. Copeland 1, R. B. Mackenzie 2  
Poodle—Mrs. Kurtz 1  
Retriever—T. France 1, P. Benham 2  
English Terrier—B. Fletcher 1, G. Smedley 2  
Rough Terrier—H. Owen 1  
English Setter—M. Manning 1  
Scotch Collie—J. G. Brown 1, C. Cadell 2 Greyhound Dog—P. Chapman 1, M. Manning 2  
Greyhound Slut—P. Chapman 1, M. Manning 2  
St. Bernard—Miss Longobardi 1

**PIGS.**

Judge, H. W. Larance, Section K.

Boar—C. J. Salter 1, J. Allison 2  
Sow—C. J. Salter  
Fat Pig—No award  
Sow and Litter—J. Alison

## 1899 Mr. Salter

TUESDAY, FEBRUARY 7.

(Before Mr. L. S. Donaldson, P.M.)

### SUMMONS CASE.

Jacob Hull summoned Thomas Wood for illegal detention of a bull, valued at £2

Mr. C. H. Fitz-Gerald appeared for complainant: Mr R. Booth for defendant.

Complainant stated that he bred and owned the bull in question; it was two years old, and had been running with its mother and a younger calf at his place at the Talbragar until two months ago, when he sent it to Joseph Hull's lucerne paddock, near Troy, where he saw it a few days before Xmas; it was unbranded; complainant sold the mother and calf to Mr. Salter; saw the bull next at defendant's residence; met defendant in the street and told him it was his (complainant's) bull; served him with a notice; defendant said he bought the bull from Mr. Furney, poundkeeper; he did not give it up to complainant.

To Mr. Booth: He might have told defendant, when asked, that the value was 33s or £2; when complainant saw the bull it was freshly branded; complainant had not a registered brand.

Joseph Hull stated that he knew complainant had a white bull, which he put in witness's lucerne paddock; knew the bull ever since it was born; knew its mother; saw them together in the lucerne paddock: was sure the bull in his paddock was the same as Jacob Hull had at the Talbragar; the cow and calf left the paddock together; the cow had had one calf since the bull. Robert Sullivan, laborer, in the employ of last witness, gave evidence that he had seen a white bull at complainant's place, and afterwards saw it at Mr. Joseph Hull's saw it in Mr. Woods' cowyard last Sunday evening, had no doubt it was the same animal; and told defendant he thought it was the same calf, but he would not swear it was.

Arthur Stanley gave evidence that the bull now at defendant's place was formerly in complainant's paddock.

For defendant.

William Powell, laborer, stated that he knew a white bull calf, unbranded, close on two years old; it was impounded in December, and was his property: released it; first got it out of the pound 18 months ago, when Mr. Plummer said if he released it he could have it; on releasing it the second time examined it closely, and was sure it was his, after releasing it, sold it to Mr. George Furney.

To Mr. Fitz-Gerald: Did not see it for over twelve months: did not say to complainant, four

weeks ago "I am very sorry, but I thought it was my bull."

George Furney poundkeeper, said a white bull, unbranded, was impounded in December, and released by Powell, who had on a previous occasion released a white calf about nine months old; it might have been the same animal; bought it from Powell and sold it to Mr. Wood.

Defendant stated that he bought a white bull from G. Furney for £1, and branded it; it was nearly two years old.

Mr. Fitz-Gerald pointed out that the animal was not sold from the pound, but released.

In reply to the Bench, George Furney said the animal was impounded from a place opposite Mr. Hull's paddock.

Mr. Booth contended that the complainant had not proved the identity of the animal.

The P.M. said he would like to make an order for restoration of the animal on payment of the poundage fees, because of negligence of complainant in not branding the animal, and defendant had acted in good faith. An order was made that the animal be delivered up to complainant by one o'clock on Wednesday. Costs of summons allowed, but no professional costs.

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## FRIDAY, MARCH.

(Before Mr. E. G. Dulhunty, J.P.)

James Ward was before the Court on a charge of frequenting a place of public resort with intent to commit a felony. The police intimated that they did not intend to proceed on the charge on which the defendant stood remanded.

Constable Stear deposed that on Wednesday he met defendant and asked him several questions as to his whereabouts on Monday; he said he might have been at Giudice's hotel; asked him in whose company he was; he gave the names of various persons; told him that a man had been robbed in Giudice's hotel on Monday, and that the information seemed to point to him (defendant); afterwards took him to the lookup and charged him with stealing certain money; that morning witness had charged him with being a reputed thief, frequenting a place of public resort with intent to commit a felony; he replied "You had me for stealing yesterday"; defendant had been convicted of thieving; had made search for Newman (the man alleged to have been robbed), but he could not be found.

Kate Brooks, daughter of L. Giudice, licensee of Commercial Hotel, deposed that on Monday evening Newman drove up to the hotel; he was under the influence of drink; several persons were in the bar of the hotel at the time — defendant was among them; Newman called for drinks for all hands; the drinks were supplied but not paid for; witness asked Newman for the money; just before this the cabman got 4s from him as representing cab fare; he gave her 1s in all to pay for the seven drinks, and refused to give more; threatened to give Newman in charge; defendant and another man caught hold of Newman saying "Pay the woman"; they scuffled Newman on to the seat, and she saw defendant put his hand into Newman's pocket and withdraw it and put it into his own pocket; she accused him of robbing Newman, and he denied it; he then ran away and did not return; had heard of defendant as a reputed thief.

Frederick Salter deposed to seeing a scuffle in the bar between Newman and two men (one of them being defendant); heard Mrs. Brooks accuse Ward of robbing Newman; the two men then left the bar.

Defendant was sentenced to six months hard labour in Bathurst gaol, the Bench stating that it was very desirable to get men like him out of the town.

Wm. Tupper, a boy of about 17, was charged with being on the premises of Mr. J. E. Mackenzie with intent to commit a felony. He pleaded guilty. The facts showed that Mr. Mackenzie's vines had been robbed several times, and on the previous evening a watch was kept with the result that three boys were discovered, and defendant was apprehended and handed over to the police. As Mr. Mackenzie did not desire to press the charge, the boy was severely reprimanded and cautioned, and ordered a nominal term of imprisonment.

Two swagmen named respectively Henry Robinson and William Arundel, were

Robinson and William Arundel, were charged with stealing in company a tent, the property of Robt. Clibbon.

R. Holl, jun., deposed that the two defendants called at his shop in Macquarie-street on previous day; a tent, evidently brought in by them was lying on the shop floor; Arundel asked him to buy the tent, stating it was all square; and that witness needn't be afraid; he asked 6s; witness offered 4s, and Arundel took it; afterwards handed the tent to the police.

At this stage the police applied for a remand till the following day, which was granted.

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FRIDAY, MARCH. (1900, March 3). *The Dubbo Liberal and Macquarie Advocate* (NSW : 1892 - 1901), p. 5. Retrieved November 9, 2011, from <http://nla.gov.au/nla.news-article72487305>

## 1900 Charles J Salter

PETTY DEBTS COURT.

MONDAY, FEB. 19.

(Before Mr. J. F. Wilkinson, P.M.)

Jas. Weston proceeded against Chas. J. Salter for £5 10s, balance of account for work and labour done in the erection of a windmill.

Mr. Ryan appeared for plaintiff and Mr. Booth for defendant.

Plaintiff deposed he made an arrangement in December last to erect a windmill for defendant for £9 and rations; it was to be of round timber, and the work was to be done to defendant's satisfaction; there were three "anchors" (or foundations) in the ground, previously placed there by witness under another contract; defendant insisted on their being taken up and put in a slightly different position; the building was finished to defendant's apparent satisfaction; the work was finished on the 27th; reported it to defendant, who said he wanted two chocks put in at the anchors to throw these out; said it was not in the contract, and if he did it he would want more money; defendant then said he would not pay anything, and rode away; had removed a piece of timber at the top of the uprights of the mill where the wheel (which had been "dished" by the weather) scraped the side; the mill had worked satisfactorily; had received in all £4 10s; defendant had not told him (plaintiff) that because of plaintiff's bad workmanship he would not pay; defendant had not charged him with spoiling the timber; nothing was arranged to the effect that the measurements of the mill should be the same as those of the mill near the house; it was by defendant's instructions that the anchors were taken up-they were put closer; the original agreement was for £8 and rations, but if the work took over a fortnight he was to receive £9 and rations; had received a letter from defendant some days after leaving, calling on him to complete his work - otherwise it would be done at his risk, defendant worked the mill for a fortnight afterwards.

Jas. Ahearn and Augustus Ahearn, who had been engaged on the work, were briefly examined in support. The latter deposed that defendant told them that they could shift the anchors to where they wanted them; he admitted that the fracture in the castiron axle produced might have been caused by the defective building of the tower.

G. J. Slade deposed that defendant took him as a witness to a verbal agreement between the parties; defendant agreed to give £9, and if the work took longer than a fortnight £1 more; saw the mill working on Jan. 27; on the Saturday it pumped half a tank of water; saw defendant rectify the pumping apparatus in the well; the upper part of the mill appeared to work all right.

Defendant, C. J. Salter, deposed that the contract was that plaintiff should erect a windmill in accordance with the pattern of the mill then standing; the mill proved irregular all the way round when put up; the space between the uprights varied from 7ft to 8ft 11 inches; plaintiff originally built his tower on the ground too wide - so that it would not sit on the anchors in the ground, and they had to be taken up and shifted; plaintiff finding that the wheel scraped, cut away portion of the tower; he cut eight pieces of 4x4 timber to a depth of from one to two inches; told plaintiff that the work was not up to satisfaction; the uprights would have to be removed owing to the defective workmanship; the agreement was

for, £8, but if the work lasted more than a fortnight he (defendant) was to pay an extra £1 plaintiff had not completed the work - he had not put in the stays for the rod; plaintiff had never asked for a settlement; never instructed plaintiff to cut away the posts to allow the wheel to turn; objected to his doing so; had complained to plaintiff of his destroying the timber, and had told him he had taken a job he did not understand; did not believe the mill had raised any water; Mr. Wheeler came on January 29 and fixed the pumping apparatus; the mill would not work then, as the wheel would have bumped against the posts, and have knocked the top (or itself) to pieces; did not have anything to do with shifting the anchors; believed they were wider apart now than before; the wheel was one he had just taken from the other mill, where it had been in use for many years, always with satisfaction; from January 27 the mill was standing and the wheel was going round, but the apparatus would not work; had to take the mill down as otherwise it would have been knocked to pieces; when he started to take it to pieces he found the axle was broken; tried the mill with the plumb line and found the bearings were wrong; as the work progressed he gathered the opinion that plaintiff was incompetent, but in view of the contract did not know how to get rid of him; it was not true that the pump was for a time working satisfactorily; had to allow the wheel to go on working empty, because he could not throw it out of gear; took it down immediately after receiving a letter from plaintiff's solicitor on Feb. 10; paid plaintiff £2 on January 22.

Abraham Schoette deposed to hearing defendant refuse to pay till plaintiff made the mill work in a workmanlike manner; the wheel used to catch the posts, saw plaintiff cutting the uprights did not consider the job was properly done; new posts were required; the break-wire would not throw the mill out of gear; defendant suggested that blocks should be put in to bring the posts into position, and said he would then be prepared to accept the mill; it would then have been a patched up job.

Thos. Leslie deposed to hearing defendant refuse to pay, as plaintiff (he alleged) had taken a job he did not understand, and had spoiled the timber; the mill was not put up true and consequently would not work.

Henry Wheeler deposed he had had considerable experience in erecting windmills in the district; had seen the mill put up by plaintiff; it was "pretty rough", the tower was not square; the "thimble" had been kept in place with wedges; was present when the mill was plumbed; it proved six inches out; to make a proper job of it the uprights would have to be removed; it would cost £5 or £6 to re-erect the mill in a proper manner, and even then it would not be entirely satisfactory. If the wheel were let run it must have smashed itself or the top to pieces; the uprights of the mill ought to be 7ft 6in or 8ft apart; the mill must have been smashed up sooner or later if it had been left standing; had never used wedges to fix a thimble in position; did not try whether the brake wire would throw the mill out of gear.

His Worship said the evidence showed that plaintiff did not carry out his contract in the way in which defendant had a right to expect, and defendant had been subjected to vexatious delay. Judgment would be for defendant, with 30s for expenses of four witnesses.

## 1895 Charles J Salter

DUBBO POLICE COURT  
(Before Mr. M. S. Love, P.M.)

MONDAY, MARCH 11.

### ALLEGED CATTLE STEALING.

George Smith was charged with cattle stealing on Saturday, March 9, at Dubbo.

Sub-inspector Cameron deposed that he had arrested Smith on Saturday last on a charge of cattle stealing. He found him in charge of the cattle, and in reply to a question put by witness accused said he had been directed to look after the cattle. Accused explained that he happened to be at the white bridge on the morning of Saturday last looking for employment. He had been told to meet the party there that morning to ascertain if he was to have the employment or not. Accused further stated that whilst waiting at the bridge the cattle alleged to have been stolen were driven across the bridge, and he took charge whilst the man who brought them there went up the town. From inquiries subsequently made witness had found the statement to be true, and he therefore asked that the charge be withdrawn. The man who had left Smith in charge of the cattle had since been arrested.

Accused was accordingly discharged. William Jacobs was then charged with cattle stealing on March 9.

Mr. Ryan appeared for the accused. George Smith, labourer, deposed that he went to the white bridge about 8 o'clock, to see a man named Cleaver, in reference to some work of scrubbing.

Whilst he was there 11 head of cattle crossed the bridge, and subsequently accused came to him and asked him to mind the cattle until he (Jacobs) got some breakfast. Jacobs promised him a couple of shillings for the work. Jacobs was riding a chestnut horse. Witness minded the cattle for two hours.

Jacobs returned on foot and during some conversation remarked that he wished the buyers would come down. Mr. Wilkinson, auctioneer, afterwards came down and with accused examined the cattle. Subsequently witness saw the police come down, and when Jacobs saw them he went down the bank of the river and go along by the Chinamen's gardens. He also saw Jacobs brought back in the custody of the police. Witness never saw accused before that morning. Accused told him they were Mr. Pearce's cattle.

To Mr. Ryan: Accused did not say he had obtained the cattle for sale on commission.

W. B. Wilkinson, auctioneer, Dubbo, deposed that Jacobs came to him on Saturday morning last. They met in the street. The accused, who was riding a chestnut horse, said he had been looking for witness. Jacobs told him he had 11 head of fat cattle to sell, for which they could not get trucks. The accused said the cattle were near the bridge. In reply to a question Jacobs said the cattle belonged to Pearce, the nephew of Mr. Pearce, of Collie. Jacobs told witness that he ought to know the brands, as similar cattle marked INH had been sold in the yards some time ago. Jacobs asked £25 for the lot, and added that he would see witness in an hour's time after he had had some breakfast. Jacobs then left and witness communicated with the police. Afterwards he met the accused and asked him for instructions. The instructions to sell (produced) were written in Williams' shop by accused. Jacobs signed Pearce's name and then

in reply to witness said his name was Jacobs, which he signed at the bottom of the paper. Afterwards witness saw accused and they inspected the cattle (11 cows) near the bridge. Jacobs told witness that they had been brought from Narromine, and if not sold they were to be sent to Mack and Austin's. Witness saw one of the same cattle killed on Sunday at Salter's yards and the hide taken off.

Charles Salter, butcher, residing about four miles from Dubbo, deposed that he bought some fat cows at the sale yards about three weeks ago. The brand was INH, and numbered under the letters. The cattle were put in a paddock, about two or three miles from Dubbo, rented by witness from Mr. Samuels. The cattle were all right about last Tuesday. In consequence of something he had been told he went to the paddock last Saturday, when he found twelve head missing. He saw a place where cattle had been driven through the fence, and the rails put up again. In Dubbo he saw 11 head of the missing cattle in the possession of the police. No one had any authority to take the cattle away.

Henry T. Bradford, drover, deposed that he saw 11 head of fat cows in the possession of the police on Saturday night. He knew the cattle generally and could swear to three of them positively. He had driven the cattle three days and they were purchased by Mr. Salter. The cattle came from Bulgaroo, in Queensland.

Senior-constable Prior gave evidence to the effect that he and Sub-inspector Cameron watched the cattle on Saturday last for some time while they were in charge of Smith. He saw accused trying to get away along the river bank through the Chinamen's gardens. Witness, who was on horseback, galloped ahead, and arrested him.

Sub-inspector Cameron gave corroborative evidence. He questioned accused about the cattle, and he replied that he knew nothing about them, and that they were not the same cattle which he had put into the hands of Mr. Wilkinson for sale. Accused also denied that he had left Smith in charge of the cattle whilst he went up town.

This was the case for the prosecution.

Mr. Ryan intimated that accused had witnesses to call, but it was not advisable to go any further with the case at the present stage.

Accused was committed to take his trial at the Circuit Court at Dubbo on April 10th.

Mr. Ryan asked for bail.

The Sub-inspector objected, as the accused was an old offender who had received two sentences for horse-stealing and also a term of imprisonment for cattle stealing. If he were granted bail, the Inspector contended that the accused would most likely never show up for his trial.

His Worship said all he had to consider was whether there was any reasonableness of accused appearing when required. If the prisoner had served sentences he had been sufficiently punished, though, under the circumstances, bail would have to be substantial - accused in £150, and two sureties of £75 each or one surety of £150.

CATTLE STEALING.

William Jacobs was charged with stealing eleven cows the property of C. J. Salter, on the 9th March last at Dubbo.

The prisoner, who was undefended, freely exercised his right of challenge when the jurors were being sworn.

The Crown Prosecutor in opening the case said the facts were very simple. It appeared that on Saturday morning, 9th March, the prisoner brought to the white bridge in Dubbo, eleven cows branded INH and left them in charge of a man named Smith, whom he casually met there, until he went up the town, as he stated to obtain a buyer. He interviewed Mr. W. B. Wilkinson, who having his suspicions aroused, subsequently communicated with the police, and a watch was set for the prisoner who on his return to the place where the cattle had been left was pursued and after a smart chase was captured in the Chinamen's gardens. Enquiries were set afoot to discover the owner of the cattle, who was discovered to be Mr. Charles Salter, who had purchased the beasts only two or three weeks before. Evidence in support of the case for the Crown was given by George Smith, W. B. Wilkinson, Charles Salter, Henry Readford, Senior-Constable Prior, and Sub-Inspector Cameron.

The accused made a statement to the effect that Smith on the Saturday morning in question came to him and asked him to sell the cattle. It was Smith who brought the cattle to the white bridge and he (prisoner) was merely the vendor.

David Higgins stated that he saw accused at LeGresley's on the evening of the 8th March, when accused borrowed a horse to look for another horse which had been lost, and which accused said he could find. On the next morning, which was the day of accused's arrest, he went out with the prisoner at about 6.15. They went out about two miles, got the horse which had been lost, and both returned to the hotel at 7.30 the same morning. He believed the recovered horse was a chestnut which accused rode later on the same day. He left accused about 7.30 the morning of his arrest. He had not seen accused on horseback during the previous few days and could not say whether he had a horse.

Alfred Jacobs, brother of the accused, said he had scarcely seen the prisoner away from the house during the three or four days before his arrest. He saw accused on the Friday night, and again on the Saturday morning about 8 o'clock preceding his arrest. Accused stayed at Egan's house on the Friday night.

His Honor summed up, and the jury after a short retirement brought in a verdict of guilty.

Prisoner was remanded for sentence.

CIRCUIT COURT  
(Before Mr. Acting Justice Murray).  
Wednesday April 10

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His Honor summed up, and the jury after a short retirement brought in a verdict at guilty.

Prisoner was remanded for sentence.

CIRCUIT COURT. (1895, April 17). *The Dubbo Liberal and Macquarie Advocate* (NSW : 1892 - 1901), p. 4.

Retrieved November 23, 2011, from <http://nla.gov.au/nla.news-article72472009>

**ROW AT MALIN'S FARM.**  
 Salter v. Fitzell. Mr. Booth appeared for the complainant. The defendant, Julius Fitzell, was charged with assaulting Charles James Salter, and also with using abusive language to him. The complainant said he was at Malin's farm during the sale there. Defendant was also present. A tank was put up for sale and £1 was bid for it. Complainant bid 21s, and it was knocked down to him. The defendant then called him "A ——— thing, a ——— crawler, a ——— liar," and used other language. Fitzell took off his coat and assaulted complainant. Herbert Blacket said the tank was first knocked down to Salter. There was then a row between the two men, and Fitzell called complainant a number of names. The defendant said he expected he used some language, but he refused to hit the complainant, who wanted him to do so. For the language defendant was fined 20s and court and professional costs. The assault was dismissed.

Salter v. Fitzell. Mr Booth appeared for the complainant. The defendant, Julius Fitzell, was charged with assaulting Charles James Salter, and also with using abusive language to him. The complainant said he was at Malin's farm during the sale there. Defendant was also present. A tank was put up for sale and £1 was bid for it. Complainant bid 21s, and it was knocked down to him. The defendant then called him "A b-thing, a b-crawler, a b-liar," and used other language. Fitzell took off his coat and assaulted complainant.

Herbert Blacket said the tank was first knocked down to Salter. There was a row between the two men, and Fitzell called complainant a number of names.

The defendant said he expected he used some language, but he refused to hit the complainant, who wanted him to do so.

For the language defendant was fined 20s and court, and professional costs.

The assault was dismissed.

TUESDAY, MARCH 17. (1896, March 18). *The Dubbo Liberal and Macquarie Advocate* (NSW : 1892 - 1901), p. 3. Retrieved November 13, 2011, from <http://nla.gov.au/nla.news-article72474968>

**COLLIE DISTRICT.**  
 The amount of cultivation going on in the district is astonishing. Even between Dubbo and Gilgandra hundreds of acres are being this year put under crop for the first time. Mr. Barnett has laid down additional 150 acres, and Mr. Body several hundred acres; Mr. Salter breaking up new ground largely and other residents are also cultivating increased areas. All through the country that the railway expert did not appear to think much of during the recent investigations, the district is being devoted to agricultural purposes on every hand. If there were a good prospect of a railway, half the land between Dubbo and Coonamble would be put under crop within the next year or two.

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COLLIE DISTRICT. (1898, July 2). *The Dubbo Liberal and Macquarie Advocate* (NSW : 1892 - 1901), p. 2. Retrieved November 8, 2011, from <http://nla.gov.au/nla.news-article72504045>

## 1898 Charles J Salter

TUESDAY, MAY 31.

(Before Mr. L. S. Donaldson, P M.)

### THREATENING LANGUAGE.

Nicholas Maher, on remand was charged with using threatening language to Chas. Jas. Salter. Mr. Booth appeared for prosecutor and Mr. Ryan for defendant.

The evidence given by Constable Keogh at previous hearing was put in and read over.

Cross-examined by Mr. Booth: Arrested defendant on Salter's property, searched him and asked him if he had a revolver, he said " Yes, I have a toy revolver - it's in my bag"; saw the revolver there; produce it; it was loaded in two chambers, and there was an empty cartridge shell in the third; could not give an opinion as to the carrying capacity of a weapon of the kind.

Charles James Salter, farmer, butcher, and grazier, residing at Warrie Hill, near Dubbo, deposed that the accused had been recently tank sinking for him: he (complainant) found the plant; defendant was making a dam across the creek; he (complainant) owned the property at Jones's Creek, but did not live there; saw defendant there on 21st May; went on to the dam and defendant came there to; told him the work was not up to agreement - was not eight feet wide on top as it should have been; told him he complainant would not pass it, and defendant said that if he didn't settle for the dam he (defendant) would come into the yard, and put his (complainant's) light out, and cut away all the dams on the property; the stock were dependent on the dams; understood him to mean that he would kill him (complainant); knew that he had a revolver; told him he (complainant) would have him punished if he attempted anything of the kind; went on to the Dwyer's camp; defendant was camped about fifteen yards from the dam; later in the afternoon went down with John Dwyer and said to defendant "I'll tell you what I'll do with you Mick"; he said " You'll do nothing with me, if you don't settle with me for this tank, I'll have your life", on returning he (complainant) went up through the bush because he was frightened of meeting defendant on the road, his slaughter yards were four miles from Dubbo - he frequently stayed there for a week at a time; came in on 23rd and got a warrant for defendant's arrest; did not go to the yards on Monday as usual he was afraid to go ; was still afraid of defendant; asked that he should be bound over to keep the peace; had never had any difference with him before.

Cross-examined by Mr. Ryan: If the work on hand were completed he (complainant) would owe defendant £10; the cause of the dispute was over defendant's claim for the work done; did not say anything to defendant about paying him. or advise him to go on with the work; when he (complainant) went down in the evening he wanted to arrange with him, but he would not listen to him it was not a fact that defendant was hunting him about for money; took him from time to time what rations he required, agreed to give defendant and his mate £12 to repair the dam; when the work was nearly done a flood came and washed the work away; put another man on to replace the work. [Mr. Booth took an objection to this as irrelevant - whatever differences there might have been, and whatever treatment defendant might have experienced, did not justify the placing of complainant's life in jeopardy, of using the language. Mr. Ryan replied that it showed aggravation.] Had paid defendant for the work that was carried away; made a further agreement that defendant should re-construct the dam, and [make the top eight feet wide].

The Bench; said this appeared irrelevant - it was for the defence merely to show that complainant's fears were unreasonable. Defendant did not, in the presence of Dwyer, say that if he (complainant) would pay the (defendant) would go away ; was not in the habit of "fooling" other men about money; it was not a fact that he did not go to the slaughter yards because defendant had sent word that he would meet him there for a settlement for work done by him; did receive such a message, and did not go to the yards; defendant did tell him he was going to shoot a man named Shaw, and he (complainant) advised him not to, and he didn't; did not put this down to empty bragging; if he paid defendant what he claimed he would not apprehend any danger from him (defendant.)

Re-examined by Mr. Booth: employed about 20 men; none of them were dogging him for money, had never been brought to the court for wages; it was a fact that a man named Jones had taken action against him (defendant) - the case would be heard at the court within a few days.

By the Bench: The contract was eight or ten days work short of what it should be - the deficiency was considerable.

Bridget Dwyer, wife of John Dwyer, deposed she resided at Jones's Creek: her husband was employed "grubbing" for complainant; he

(complainant) came down on 21st May, and he and her husband went out to the work ; defendant called at her camp shortly afterwards and told her that complainant would not pay him for the work - that he wanted to see him (complainant), and added " if he doesn't pay me I'll shoot him", he had a revolver in his pocket; he said he had not had it when complainant, was there in the morning, complainant returned about two or three o'clock p.m.; told him what defendant had said; afterwards complainant and her husband went down to where defendant was - she did not care about her husband going.

John Dwyer, husband of previous witness, deposed that defendant met him and complainant half way across the embankment; he said to complainant, "I want you to pay me for this dam: either pay me, or your life", complainant said "Yes Mick, I'll pay you when it's done - you fetch anyone of standing to say it's finished and I'll pay you", some more words passed between them, they then left ; witness went down with complainant to see about work in which he (witness) was concerned.

Cross-examined by Mr. Ryan: Was not frightened of anything of that sort - when people talked so much about it he (witness) reckoned they were not going to do it.

Mr. Ryan: "That's what we all think. Saw no revolver on defendant, who was generally a pleasant quiet man: the dam was a little more than 10 foot wide at the top, considered that complainant had reason to be frightened, defendant was going about in an excited state threatening to shoot complainant - one could hear him nearly half a mile off.

Thos Arthur Leslie, ploughman in complainant's employ, deposed that on Monday defendant said that as, he (witness) was going to town, to tell complainant to have his defendant's money there or there would be bloodshed; gave complainant the message and he did no good; defendant called at the office at the yards - he was looking about for complainant and carrying a revolver, he snapped the revolver twice and then fired at a dog, he said he would go to Beni and "put a bullet through Salter's b--heart"; he was very violent, was rather afraid of him; the other men present also seemed afraid.

For the defence. Defendant, Nicholas Maher, residing at Jones's Creek, deposed he had been working for complainant for ten or twelve years, agreed to widen the embankment of the dam for the embankment was swept away; subsequently

agreed to do the work again for £10 ; complainant agreed to get a plough and scoop; there was no agreement as to width at the top; it was about eight feet wide when the work was done, went to Dubbo to get complainant to come and look at it, he came out about ten days later and said the top was not wide enough, and wanted him (defendant) to fill up the creek again; replied he would not do so and demanded the £10, defendant, refused to pay; did not remember saying he would put complainant's light out; saw Mrs. Dwyer on that day; afterwards saw complainant and asked him for money did not threaten to shoot him, sent in twice to say that he (defendant) wanted a settlement and would meet him (complainant) at the yards; went to the yards and found complainant was not there; met complainant and Dwyer on the embankment on the 21st; did not threaten complainant that, he would have the money or his life ; did not go about in an excited state; the revolver was his - it was a mere toy and would hurt nobody ; had a revolver when he called at the yards, carried it for protection against dogs: one dog attacked him at the yards and he fired at him, but did not hurt him; had no animosity against complainant.

Defendant called to witnesses.

His Worship said that the case was a simple one in which a man had a grievance with an employer about something that he might settle in the regular way in that Court in a few hours. He had made violent threats against complainant, and not only did the latter testify that he was afraid, but other people said there was reason to believe that defendant would resort to violence. Defendant would be required to enter into a recognisance himself in £50, and two sureties of £25 each, or one in £50 to keep the peace for six months especially towards complainant; in default, to be imprisoned for two months, unless in the meantime such sureties were forthcoming. Costs of Court 8s 4d with 40s witnesses' expenses, and £1 11s 6d professional costs, were allowed.

Mr. Ryan said it really did not matter - defendant would go to gaol - he had nothing to levy on, and could not find the sureties.

TUESDAY, MAY 31. (Before Mr. L.S. Donaldson, P.M.) THREATENING LANGUAGE. (1898, June 1). *The Dubbo Liberal and Macquarie Advocate* (NSW : 1892 - 1901), p. 3. Retrieved November 8, 2011, from <http://nla.gov.au/nla.news-article72503758>

Tuesday March 13.

Before the P. M.

Inspector of Stock (R. G. Dulhunty) v. C. Salter.

Defendant was charged that on the 5th of March, 1894, he branded certain sheep with the letter T, the same sheep not being travelling sheep within the meaning of the Act.

Mr. Fitz-Gerald for plaintiff. Mr. Booth for defendant. A plea of not guilty was entered.

R. G. Dalhunty, inspector of stock, gave evidence as to seeing the sheep in question, about a dozen, at defendant's place, branded C S and T.

It was contended for the defence that the sheep formed part of a mob of 2100 that were branded to be travelled to Lincoln, and those few were left behind.

James Dewar, sheep overseer, residing at Murrumbidgee, gave evidence as to seeing the sheep branded C S and T at Salter's place; Salter told him they were so branded to distinguish them from others; saw 1600 to 2000 sheep there; saw sheep travelling to Lincoln, all being branded C S and T.

Other evidence was taken, and eventually the Bench dismissed the case.

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Other evidence was taken, and eventually the Bench dismissed the case.

TUESDAY, MARCH 13. (1894, March 14). *The Dubbo Liberal and Macquarie Advocate* (NSW: 1892 - 1901), p. 2.  
Retrieved November 8, 2011, from <http://nla.gov.au/nla.news-article72467932>



SUMMONS COURT.

TUESDAY, JUNE 13.

(Before Mr. T. C. K. McKell, P.M., and Mr.  
T. Baird, J.P.)

P. B. O'Neill proceeded against Charles J. Salter for wages due, 7s. Mr. Fitz-Gerald appeared for defendant.

Complainant briefly deposed that he was hired by defendant at £1 a week, when he (complainant) wished to leave, in May last, there was 30s. due to him, and defendant would not pay more than 23s; he had, on one occasion, bought meat in town for a customer at a cost of 6s. 6d; when he reached home that day he was 29lbs over, but forgot to mention it; there was no specific arrangement that he (complainant) should pay for shortage of meat, but it being the custom of the trade he was prepared to fall in with it; was only 16lbs short; paid him (defendant) various small sums for short ages; paid him up to May 6; was not 47lbs short between that date and May 19; told him on one occasion he was over weight, but defendant declined to allow for overweight; the meat was weighed into the cart, but he never got the weights; he only on one occasion took a piece of meat (fat) and placed it in the cart after the meat was weighed into the cart.

For the defence,

Charles Salter, defendant, denied that he owed the amount; he paid defendant 23s, deducting 7s for meat deficient; it was a custom of the establishment known to complainant that all meat short should be deducted, but 7 per. cent, was allowed; complainant had debited two customers for meat which they now stated they had settled for; properly complainant was in his debt over £2. Complainant asked that the ledger and weight book should be produced.

Defendant further examined, deposed that when complainant desired to leave he (defendant) furnished him with an account.

After detailed examination, the Bench dismissed the information. They declined to allow costs, and said that it would be better if employers kept their accounts in black and white in a proper manner; it was only fair that the men should be informed.

Mr, Fitz-Gerald said the carters in defendant's employ were 'informed' every night; there had been no dispute before in the large business carried on by him.

## 1897 Frederick Salter

### SMALL DEBTS COURT.

Monday, August 23

(Before Mr. L. S. Donaldson. P.M.)

SALTER V. BROWN AND MANNING

In this case, Frederick Salter sued J. G. Brown and M. Manning (trading as "The Dubbo Butchering Company") for £24 10s, made up of two amounts of £10 and £24 10s, for cattle sold by plaintiff to Chas. Moore (late Moore and Co.) on (allegedly) the 26th April and the 28th May, 1897.

Defendants pleaded "not indebted."

Mr. R. Booth (Booth and Busby) appeared for plaintiff and Mr. R. J. J. Ryan for defendants.

Plaintiff's case, as stated by Mr. Booth, was that, inasmuch as Brown and Manning had taken possession of Moore's premises on April 29, under a bill of sale, they became responsible for any act of Moore's in connection with stock purchased for the purpose of the business, although the actual transaction may have taken place with Moore. He would show that Moore was merely acting at the time those transactions took place as Brown and Manning's agent, and that, therefore, Brown and Manning were responsible, even though at the time of the sale Salter thought that Moore was really the principal in the business, and accepted Moore's promissory notes for the two amounts in dispute. Subsequently, on learning that Brown and Manning had taken possession of the premises and business under the bill of sale, Salter elected to treat them as the principals, and accordingly now sue them.

Evidence was given by Frederick Salter (the plaintiff) as to the sale of the two lots. In cross-examination he would not swear that the sale took place on 23rd or 24th April. Mr. Manning had told him that the police books showed that they were killed on the 26th April. The second lot were sold and delivered on May 30. Moore gave a P.N. for the six head of cattle, and also for the second lot of 16 head. The defendant Brown had "admitted" the second P. N. to him (witness) but said he was not liable for the first lot as Brown and Manning had not then taken over the business.

Charles Cadell, stock and station agent, stated that Mr. J. G. Brown had said to him that he would pay his half of the amount without prejudice to Mr. M. Manning.

James Patterson, butcher, in the employ of the Dubbo Butchering Company (Brown and Manning). deposed that he had an authority, dated 29th April, 1897, signed by Brown and Manning, to take possession of Chas. Moore's goods and chattels, and did do so on that date as their agent. The first lot sued for did not go into Brown and Manning's business, as they had not then taken possession; took delivery of them for Moore (whose employ he then was) on April 25; bought them for Moore. A new set of books was opened on 29th April, and since that date he had accounted for all monies to Brown and Manning. As to the second lot Salter spoke to Moore, and Moore sent him (witness) out to inspect them. He bought them for Moore, and they were killed for Moore's benefit; Brown and Manning had no benefit from them.

J. G. Brown deposed that the new set of books was opened on, or about, June 21. Had told Mr. Cadell that he thought they were opened on April 20, but had since found he was mistaken. Moore's account was in the Bank of Australasia and they (Brown and Manning) were guarantors. The account was not closed till some time in June. They (B. and M.) gave no notice to close it. Cross-examination: Never authorised Moore to buy cattle; had nothing to do with the business until June 21. Had told Salter that if he had put anyone in the position of robbing people by his (witness's) carelessness, he would bear his half of the responsibility.

Re-examined: Was satisfied that he signed the authority of 29th April, and never revoked it; neither did Manning as far he knew. Had never claimed, nor got, the book debts. All debts collected between 29th April and 21st June had been paid into Moore's credit - £147.

W. K. Morgan, editor of the DISPATCH, and who kept Brown and Manning's books, objected to answer the question "Had Brown and Manning anything to do with Moore's business between 29th April and 21st June?" [objection admitted]. So far as Brown and Manning were concerned, their connection with the business commenced on 23rd June. Their purchases of cattle commenced on 21st June, and since then all monies received had been banked to Brown and Manning's credit.

Charles Moore deposed that he gave a bill of sale to Sutton, which was assigned last year to J. G. Brown. On April 29 Brown and Manning took formal possession under the bill of sale. The business was not interfered with, and he carried on as before until June 9, when the Bank of Australasia told him not to draw any more cheques. On June 21 Brown and Manning took over the business; they had nothing to do with the business before that. Bought the second lot of cattle on 29th May, and gave Salter a P.N. for them some days later.

Cross-examined: Brown and Manning gave Patterson authority to take possession on April 29. I daresay I saw the authority.

J. U. Brown, re-called the bill of sale was not prepared under his (witness's) instructions, but he knew about the matter. Mr. Ryan had full authority to act in their (Brown and Manning's) interests. It was intended to get Moore's signature, and let him go on as before. Could not say why Mr. Serisier (accountant) had limited the debts to 29th April.

This brought the evidence to a close.

Mr. Ryan, for the defence, contended that the onus of proof devolved on the plaintiff, and that he had failed to prove that Brown and Manning were responsible. The question was one of fact as to whether Brown and Manning had given any written or implied authority to Moore to purchase the cattle.

His Worship, in giving judgment, said that in his opinion plaintiff had failed to prove that Brown and Manning were responsible for the first lot of cattle, for which the sum of £6 was claimed but they were clearly responsible for the second lot. Verdict for £14, with £2 7s witnesses' costs.

## 1900 Charles James Salter

### SUMMONS CASES

George Jas. Slade proceeded against C. J. Salter for wages, £2 5s, for services rendered as a slaughterman.

Mr. Fitz-Gerald appeared for plaintiff, Mr. McGuinn (for Mr. Booth) for defendant, who pleaded not indebted and tender.

At the outset, when plaintiff entered the box, Mr. McGuinn put a question or two as to his general religious belief, which were answered satisfactorily.

Mr. Fitz-Gerald took exception to the pleas as contradictory.

Mr. McGuinn said the pleas simply meant that defendant was indebted up to a certain date and tendered payment; he was not indebted as to a further sum.

The case then proceeded.

Plaintiff deposed that he entered defendant's service in Dec. 24, and left on January 27; his engagement was for board, and meat for his family; had a conversation with defendant after he had worked for three weeks; defendant said he must stop his (plaintiff's) meat; had received in all £2 15s in wages to that date when he received the last sum (15s) he claimed £1, a day or two later the clerk at Mr. Salter's stated he had stopped 5s a week by Mr. Salter's instructions for meat supplied to plaintiff's family; refused to recognise any right on defendant's behalf to deduct payment for the meat; two weeks later asked him for a settlement; defendant said he would settle if plaintiff would consent to a deduction of 5s a week for meat; refused to accede to this, and then refused to work longer; claimed £2 5s for wages; a cheque for £ 1 9s 8d was offered, with an account for meat for the balance, 15s 4d; refused to accept the cheque; defendant had never found fault with him; the value of the meat he (plaintiff) received was 1s 8d per day; when he agreed with defendant he told him how many children he had; defendant did not say on the occasion of the engagement he would not engage to supply him with meat for his family; he said he was not particular or nice with a man who looked after his interest; for the first fortnight the account might be of the value of £1 4s 9d; his (plaintiff's) family did not, he believed, get any meat after receiving an account on January 9, but might have done so; was not tendered £1 9s 9d in

coin before leaving; declined to take less than £2 5s; defendant had "had something to say" about his getting up late in the morning.

Defendant, C. J. Salter, deposed that on Dec. 21 he arranged with plaintiff for £1 a week; did not allow him any meat for his family, but said that if he proved a good man he would not mind giving him a bit occasionally; plaintiff said he had a wife and two children; early in January noticed that plaintiff was consuming too much meat; plaintiff said the carter had put meat down to him that he (plaintiff) had never got; on January 9 again told him he was consuming too much meat, and he could not allow him any more; instructed his book-keeper to make certain deductions for meat; on January 27 plaintiff wanted a settlement, and he (defendant) said " If you pay me I'll pay you", plaintiff said if defendant would not give him £2 he would leave there and then; he then left without notice; had raised no objection till January 9; about this time was giving one man in his employ 2lbs of meat a day, and another 1lb; did instruct his carter to leave meat at plaintiff's; had no complaint to make of plaintiff's general conduct.

George Stewart, butcher in defendant's employ, was called in support, and deposed to serving meat to plaintiff's family; early in January he told plaintiff the meat was stopped, but he thereafter supplied it on the understanding that it would be "all right"; produced his notebook showing delivery of meat on various dates after January 9; had not made any mistake in the account; there was an item in his notebook not debited to plaintiff in the account before the Court; [he particularised two items shown by his rough notebook ]

Mr. Fitz-Gerald and Mr. McGuinn having addressed the Bench,

His Worship gave a verdict for plaintiff for £2 1s 10d, with 4s 10d costs, and professional costs 21s.

In reply to Mr. McGuinn, the P.M. declined to say how he arrived at the amount of £ 2 1s 10d.

## 1897 Charles James Salter

POLICE COURT.

TUESDAY, JULY 20.

(Before Mr. L. S. Donaldson, P.M.)

Charles James Salter summoned William Thomson for unlawfully detaining four glass sashes, valued at £3.

Mr. C. H. Fitzgerald appeared for the complainant, and Mr. K. Booth (of Messrs. Booth and Busby; for defendant.

Complainant deposed that the sashes, which were in the window of the shop occupied by defendant, belonged to him. They were partners in a baking business, and when they commenced business an arrangement was made that they should have the use of them. When they dissolved partnership on November 16 of last year defendant gave complainant a paper (produced) to the effect that he could take the sashes when he required them. Mrs. Thomson wrote it under defendant's instructions in complainant's presence; agreed to leave the sashes when he received the paper; defendant indited the paper; had asked him for the sashes, and had also written for them.

To Mr. Booth: They carried on the partnership business for 18 or 19 months, under the name of Thomson and Co.; both supplied stock-in-trade and capital; the building was rented; defendant did not say he would supply the timber to fix the sashes; they had an agreement when the partnership was dissolved; he knew it contained these words, "in consideration of Thomson under taking to pay all liabilities. Salter assigned all his interest in the partnership business and assets thereof;" the sashes were not mentioned in the agreement; bought them at a sale for less than £1, some years ago; it would cost £3 to get them now.

To Mr. Fitz-Gerald: Never gave defendant or the partnership the sashes.

Emily Thomson, wife of defendant, was called, but did not appear, and the case was adjourned for her attendance. On resuming, she stated in reply to Mr. Fitz-Gerald that she did not think it necessary to attend, although sub-poenaed; she remembered complainant being in the shop about November 16 and the deed of dissolution being signed; heard an agreement read by Mr. Busby, but did not see it signed; heard complainant say something about

signing a paper about the sashes; could not say it was before or after the deed was signed; defendant was not present when witness wrote out the paper; complainant asked her for it, and was very abusive, and she wrote it for the sake of peace; defendant did not tell her to write it; when they first started heard complainant say the sashes would be put in, and they would be long to the partnership; when defendant bought complainant out, everything was to belong to defendant; did not consult defendant about writing the paper; had no authority to sign defendant's name, and never did so; assisted in the business, and signed receipts in her own name; had never signed defendant's name before, could not remember signing "W. Thomson" on a bread receipt given to complainant the same day; complainant dictated the words in the paper, giving him permission to take the sashes whenever he wanted them. Had had no conversation with defendant about it. When he received notice of demand about the sashes he asked her about it, and she told him she had given complainant the paper. Had had no conversation about the evidence she was to give.

To Mr. Booth: Defendant told me I had no right to give the paper, as the sashes were his. He never saw the paper, and when told about it, repudiated it.

William Thomson, the defendant, said on the day the deed of dissolution was signed complainant was in his shop; nothing was said about the sashes. Witness did not see his wife writing any paper in the shop. She transacted business in his absence, but had no authority to sign his name. This was the only occasion, on his knowledge, when she so signed, and he repudiated it. Never saw the paper till Mr. Fitzgerald showed it to him a few days ago. Complainant did not ask for the sashes until after the £300 due on the business was paid. Witness did not tell Mr. Furney, the landlord, to claim the sashes they belonged to the partnership. They both found articles, which belonged to the company. Witness, was to find labour and material, and complainant was to find the sashes. Complainant told witness he gave 6s for the sashes. The value now was 15s, or 7s 6d each if new.

Verdict for the defendant, with one guinea professional costs.

POLICE COURT. (1897, July 21). *The Dubbo Liberal and Macquarie Advocate* (NSW: 1892 - 1901), p. 3. Retrieved November 8, 2011, from <http://nla.gov.au/nla.news-article72500982>

James McElligott v. Arthur Salter.

ALL ABOUT A MARE.  
 James McElligott v. Arthur Salter.  
 Refusing to deliver up a mare. Mr. C. H. Fitzhardinge appeared for the complainant. The complainant said he was the owner of a black mare. He received certain information, and went to defendant's place on June 3; Robert Holl was with him. The defendant said the mare was 30 or 40 miles out in a paddock, and that he was paying 13d or 14d a week for it, and he wanted to be paid that money. He said he would bring the mare in and give her back to Holl. The conversation took place in answer to a question. He bought the mare from a Mr. Knowe. He valued the mare at from £8 to £10. It was a light draught mare. The defendant had no just cause for detaining the mare.  
 To defendant: An arrangement was come to by which there was to be an exchange of horses. Holl was to get the black mare, and defendant a chestnut mare.  
 To Mr. Fitzhardinge: He was no party to the agreement.  
 The defendant said he bought five horses from Mr. Holl in May, and the black mare was delivered to him as one of the five. Later on Mr. Holl agreed to give him another horse for the mare, so that complainant might get his mare. The black mare had not been brought down. He was waiting till someone went up to the paddock to bring the black mare down. He was willing to deliver up the mare when it was got out of the paddock. He could get the chestnut mare when he liked to take delivery. The black mare would be brought down at the earliest opportunity, which might be a week or a fortnight.  
 An order was made for the delivery up of the mare by Monday next.

Refusing to deliver up a mare. Mr. C. H. Fitzhardinge appeared for the complainant. The complainant said he was the owner of a black mare. He received certain information, and went to defendant's place on June 3; Robert Holl was with him. The defendant said the mare was 30 or 40 miles out in a paddock, and that he was paying 13d or 14d a week for it, and he wanted to be paid that money. He said he would bring the mare in and give her back to Holl. The conversation took place in answer to a question. He bought the mare from a Mr. Knowe. He valued the mare at from £8 to £10. It was a light draught mare. The defendant had no just cause for detaining the mare.

To defendant: An arrangement was come to by which there was to be an exchange of horses. Holl was to get the black mare, and defendant a chestnut mare.

To Mr. Fitzhardinge: He was no party to the agreement.

The defendant said he bought five horses from Mr. Holl in May, and the black mare was delivered to him as one of the five. Later on Mr. Holl agreed to give him another horse for the mare, so that complainant might get his mare. The black mare had not been brought down. He was waiting till someone went up to the paddock to bring the black mare down. He was willing to deliver up the mare when it was got out of the paddock. He could get the chestnut mare when he liked to take delivery. The black mare would be brought down at the earliest opportunity, which might be a week or a fortnight.

An order was made for the delivery up of the mare by Monday next.

TUESDAY, JUNE 8. (1897, June 9). *The Dubbo Liberal and Macquarie Advocate* (NSW : 1892 - 1901), p. 3. Retrieved November 8, 2011, from <http://nla.gov.au/nla.news-article72500597>

## 1896

## SALTER v. BARRETT.

SALTER v. BARRETT.  
 In this case Wallace A. Salter sued George Barrett for the recovery of £5 18s, being £19 4s 9d amount of a promissory note and the remainder for work and labour done. Mr. Booth appeared for the plaintiff; defendant did not appear. Verdict for the amount claimed.

In this case Wallace A. Salter sued George Barrett for the recovery of £5 18s, being £19 4s 9d amount of a promissory note and the remainder for work and labour done. Mr. Booth appeared for the plaintiff; defendant did not appear. Verdict for the amount claimed.

DUBBO DISTRICT COURT. (1896, July 25). *The Dubbo Liberal and Macquarie Advocate* (NSW : 1892 - 1901), p. 2. Retrieved November 9, 2011, from <http://nla.gov.au/nla.news-article72476218>

## 1896 Charles & Arthur Salter

### DISEASED CATTLE.

Denis Keogh V. Frederick Bowman. The defendant was summoned for unlawfully selling twelve diseased bullocks to Charles Salter. Mr Booth appeared for the defence.

Denis Keogh, inspector of slaughter houses, said on the 13th March he went out to Old Dubbo and saw five head of cattle in a yard belonging to Mr. A. Salter; four of them were suffering from tuberculosis, and one from cancer. Mr. Charles Salter was with him. On the following day he got a travelling statement from Charles Salter.

Mr. Booth said it was Salter's statement.

Witness said the cattle were in an advanced stage of disease, and he had no doubt about the disease. He said the information under instructions from Sub-Inspector Cameron.

To Mr. Booth: The disease was easily discernible. The yard where the cattle were was used in connection with a boiling-down establishment. Salters told witness that they bought the cattle for boiling down. Witness would not allow cattle for human consumption to be slaughtered at the boiling down slaughter yard. Salter had been engaged in boiling down diseased cattle at this establishment. He had never seen Salter buy diseased cattle at the Corporation yards. He had known Salter take cattle from the Refrigerating works for boiling down, but he did not know he had bought them. Mr Bowman was manager of Wambiana for the Commercial Bank.

To the Bench: Seven head of cattle had been slaughtered before he got to the yard.

Charles Salter, butcher, said he bought 50 head of cattle about 20th January from Mr. Bowman, at Wambiana. In addition to the 50 he bought 12 head of cattle on March 3; they were fat cattle. He gave £1 a head for eight, and 5s a head for four. He brought the cattle to his brother's boiling down. A statement was drawn up, and in the statement the cattle were described as boilers. The cattle were lumpy.

Mr. Booth: We say the 12 were diseased cattle, and we sold them, as boilers.

Witness, continuing, said the diseased animals were brought to Dubbo with other healthy cattle; there were 73 in the mob. One animal died on the road, but it was not diseased.

To Mr. Booth: They were lumpy cattle, and Mr. Bowman always treated them as such, and told him that he was selling them to be boiled down. The cattle which were bought for human consumption he paid £1 a piece for. That was the first time he bought cattle for his brother. If a man was ever so careful he was likely to get diseased animals. His brother had been in the habit of taking diseased cattle from witness and boiling them down. His brother had been carrying on the boiling down for two years. They were, he thought, all diseased animals which were boiled down. He did not know of any other means of getting rid of diseased animals except killing them and burning them on the run. By boiling them they got the hides and tallow. Eleven head of cattle were boiled down at his brother's place.

To Sergeant Butler: A butcher named Hall killed the bullocks. The healthy cattle did not contract disease on the road, but three bullocks which were not bought as

diseased cattle were subsequently condemned as suffering from tuberculosis.

To Mr. Booth: The three condemned bullocks were also boiled down.

Herbert Hall, butcher in the employ of Mr. A. Salter, said he remembered killing the diseased cattle. Two of the animals were very bad, nearly choking, and one had a cancer in the eye.

To Mr. Booth: The boiling down establishment was put up chiefly for boiling diseased cattle, but healthy cattle had been boiled down there. No cattle intended for human consumption were treated at this yard.

Arthur Salter said he kept a boiling down at Butler's Falls. He got diseased animals and boiled them down. Sometimes he paid the price of the hide for the animals.

To Mr. Booth: The place was used chiefly for boiling diseased cattle, and the diseased cattle in the district had principally been boiled there. No cattle intended for human food had been slaughtered at the yard. He bought rejected cattle at the sale yards and freezing works. Slaughtered cattle which were condemned were boiled down at his establishment. It was a general impression that diseased animals could not be sold to him for boiling down.

To the Bench: He did not trade as a butcher in town, but he had an interest in one butchering business in town.

For the defence Mr. Booth called Frederick Bowman, who stated that he sold the cattle to Mr. Salter as boilers and quite distinct from the healthy cattle sold to him. Witness thought he had a right to sell the diseased animals. There was no secrecy or evasion about it whatever. He had nothing to do with the travelling of the cattle. The boilers were consigned by themselves. He knew no way of getting rid of diseased cattle except sending them to the boiling down.

Mr. Love: You knew the buyer was a butcher?

Witness: He bought them for his brother, who had a boiling down.

Mr. Booth: And you consigned them to Mr. Salter, who owned the boiling down?

Witness: Yes.

Mr. Love: Has it been customary to notify the police of diseased animals?

Witness: It has not.

Mr. Love said the charge was that defendant sold 12 diseased bullocks. The law said any person who sold a diseased bullock was liable to a fine of £20, and the law further said that if the person convicted knew the animal or animals sold were diseased within the meaning of the Act. or by the exercise of care should have known that the animal or animals were so diseased, the Court should inflict the maximum penalty. There was a majority of the bench in favour he might state it at once - of a dismissal of the information, but his own opinion was, and he was justified in stating it, that according to the letter of the law the defendant sold, and admittedly sold, 12 diseased animals, but had there been a conviction he thought the smallest penalty possible would have been sufficient. He thought that legally there should be a conviction; however, three magistrates were in favour of a dismissal on the merits, and he therefore dismissed the information.

Mr. Ryrie left the bench.

**BANKRUPT COURT.**

Monday, Feb. 7.  
(Before Mr. P. D. Moore, acting Registrar.)

**SINGLE MEETING.**

*Re* William Andrew Stewart, gaol warder. No creditors appeared. Bankrupt said he had not incurred debts in any other name. He had kept no books of account. Had never been bankrupt before, nor assigned his estate, nor made a private arrangement with creditors. Had handed over all assets and papers to official assignee. He attributed his bankruptcy to sickness of wife and children. All the usual questions were asked and answered, and the examination was declared closed.

**FIRST MEETING.**

*Re* George Nicholas Delaney, of Curhan, drover.

Mr. R. Booth appeared for Arthur F. Salter, a proved creditor. Another creditor named P. Burke appeared.

Bankrupt stated, in reply to Mr. Booth, that he filed his schedule about December 30; he admitted the claims of Salter and Burke; had not kept proper books; the official assignee asked for a two years' statement, but he had not supplied one; the assets

were nil, and liabilities £90 16s; really owed more than that; probably £10 more; had been droving during the last two years, and contracting; he accounted for his bankruptcy by bad management; a scrubbing contract had something to do with it; had a contract to ringbark and scrub 4025 for Mr. F. E. Body; got 1s 6d an acre; took the contract on March 23, 1897; it was completed about beginning of October; was to get 30 per cent progress payment as the work went on; owed £11 to Salter at the time he took the contract; had paid that since; borrowed £30 from Salter at the beginning of the contract; borrowed altogether £90; paid him £36 back, including the £11; still owed him £53; got £50 from him after the £11; there was £5 for interest; when he commenced the contract he had a horse, saddle and bridle worth £14; sold them before he filed his schedule, after the contract was finished, to Arthur West, for £9; had had possession of it since; it was still in his possession; West paid by cheque on the Bank of Australasia, and got a receipt; witness had had the bridle, saddle and bridle over since; had nothing else when he took the contract but his plant, consisting of tools; bought them for cash; sold the plant for £1; Mr. Body had paid him in full, £301 17s 6d; he paid £5 extra for meat, making £306 17s 6d; had kept no books; was not prepared to show how he had disposed of that money; could not say to whom he had paid it; produced a balance sheet which had been made up by a book-keeper for him three weeks ago; it was a copy of the last one which was sent to the official assignee; there were no dates in it; paid K. Holl jun., £18 14s 3d at different times; could not say when the amounts were paid; none of Holl's accounts were paid after the contract was finished; J. G. Brown's account, £9 0s 0d, was paid during currency of contract, partly by Mr. Body and partly by witness; had

put on the balance sheet £1 5s for sheep, which he got at the end of the job; got 86 sheep altogether, 70 at 3s a head, and 7s a head for the others; should have put them in the statement; did not about the £5 Mr. Body allowed him on the balance sheet, nor the £9 for the louse, saddle, and bridle; the £9 did not appear in the first statement, and he thought the money for the sheep did; had a settlement with Mr. Body when the contract was finished, and received £23 14s 9d; had no other money then; had paid away the money he had received, with the £54 14s 0d he had paid the man working for him 19s in the £; he called a meeting of his creditors through Mr. McGuinn; gave him £44, and he paid some of the men named on the balance sheet; Mr. McGuinn paid Burke £3 3s 3d, and he is still owed a similar amount; Mr. McGuinn paid £28 18s 9d, the amounts paid are correct except G. McQuade's, which is £1 2s, but should be £10 11s 3d; had already paid him £23 14s 9d, the total amount he owed McQuade was £24 18s 9d; witness gave him £5 after the contract was completed.

The court adjourned for lunch. On resuming, Mr. C. H. Fitz-Gerald appeared for bankrupt.

To Mr. Booth bankrupt said the total amount he owed McQuade was £23 16s 4d; paid him £10 10s 2d, and McGuinn paid him £11 18s 2d, leaving a balance of £1 2s; he only paid half the amounts to the other men; they were working by the week—£1 a week and tucker; the gagers got 22s 6d a week; paid McQuade in full all but £1 2s, after the contract was finished; could not say how much he got back from McGuinn; would swear he did not get £10; he paid away £28 16s 2d; there was a difference between witness and McGuinn of £15, as he gave him £44; got two cheques from Mr. Body—one for £44 15s, the other for £10; gave the former to Mr. McGuinn, who gave witness particulars of the amounts he paid away, but the paper was at Curhan; Salter got notice of the meeting of creditors; "A Meier, £24 13s 4d," was paid in full before the contract was finished; "Carlson, £21 1s 4d," was also paid in full, in cash, which witness got from Mr. Body; got several cheques from Mr. Body, but had kept no list of them; "Reynolds, £12 15s," was paid at different times; the debts to the stockkeepers were incurred during the contract; had a previous contract for Mr. Holmas and made nothing out of it; knew James Lawson, who had owed him £4 10s, and paid him three or four weeks ago—in November; he at first owed witness about £16; did not put that £4 10s in the statement of affairs; had promised to pay all his creditors; left the contract and went sheering while it was going on; could not see he was going down on it, and wanted to make some money; had a small contract now running—300 acres at 1s 6d; was overdrawn on that; had paid no other money; Mr. Body was to be answerable for money lost to bankrupt by Mr. Fitz-Gerald; Mr. Body paid Mr. Fitz-Gerald £75 out of the contract—one £30 since the contract was finished, £30 before, and £15 was still due; gave Mr. Fitz-Gerald orders on Mr. Body; asked Mr. Body not to pay the £15 order; John Delaney had a contract at the

same time as bankrupt; did not try to make a bogus sale of the horse, bridle and saddle, since he filed his schedule, with Mr. Williams.

In reply to Mr. Burke, a creditor, bankrupt said McQuade got £11 18s from Mr. McGuinn; got a cheque from Mr. McGuinn for what remained after he paid the men, but could not say if it was £9 odd; remembered when Burke went to him at Combeleg for his wages, witness did not remember the answer he gave—he might have said he would have to

"go through" if summoned; did not remember saying he got £15 for the chestnut horse.

The first meeting was declared closed.

The second meeting was then held, the usual questions asked, and the examination declared closed.

## 1898 Arthur F Salter

### BANKRUPTCY COURT.

(Before Mr. F. P. D. Meares, acting Registrar.)

#### FIRST MEETING.

Re George Nicholas Delaney, of Curban, drover.

Mr. K. Booth appeared for Arthur F. Salter, a proved creditor. Another creditor named P. Burke appeared. Bankrupt stated, in reply to Mr. Booth, that he filed his schedule about December 30; he admitted the claims of Salter and Burke; had not kept proper books; the official assignee asked for a two years statement, but he had not supplied one; the assets were nil, and liabilities £99 16s; really owed more than that; probably £10 more; had been droving during the last two years, and contracting; he accounted for his bankruptcy by bad management; a scrubbing contract had something to do with it; had a contract to ringbark and scrub 4025 for Mr. F. E. Body; got 1s 6d an acre; took the contract on March 25, 1897; it was completed about beginning of October; was to get 50 per cent progress payment as the work went on; owed £11 to Salter at the time he took the contract; had paid that since; borrowed £30 from Salter at the beginning of the contract; borrowed altogether £80; paid him £36 back, including the £11; still owed him £30; got £50 from him after the £11; there was £5 for interest; when he commenced the contract he had a horse, saddle and bridle worth £14; sold them before he filed his schedule, after the contract was finished, to Arthur West, for £9; had had possession of it since; it was still in his possession; West paid by cheque on the Bank of Australasia, and got a receipt; witness had had the horse, saddle and bridle ever since; had nothing else when he took the contract but his plant, consisting of tools; bought them for cash; sold the plant for £1; Mr. Body had paid him in full, £301 17s 6d; he paid £5 extra for meat, making £306 17s 6d; had kept no books; was not prepared to show how he had disposed of that money; could not say to whom he had paid it; produced a balance sheet which had been made up by a bookkeeper for him three weeks ago; it was a copy of the last one which was sent, to the official assignee; there were no dates in it; paid R. Holl jun., £18 14s 3d at different times; could not say when the amounts were paid; none of Hull's accounts were paid after the contract was finished; J. G. Brown's account, £54 6s 3d, was paid during currency of contract, partly by Mr. Body and partly by witness; had put on the balance sheet £4 9s for sheep, which he got at the end of the job; got 80 sheep altogether, 70 at 3s a head, and 7s a head for the others should have put them in the statement; did not show the £5 Mr. Body allowed him on the balance-sheet, nor the £9 for the horse, saddle, and bridle; the £9 did not appear in the first statement, and he thought the money for the sheep did; had a settlement with Mr. Body when the contract was finished, and received £54 14s 9d; had no other money then; had paid away the money he had received with the £54 14s 9d he had paid the men working for him 10s in the £; he called a meeting of his creditors through Mr.

McGuinn: gave him £44 and he paid some of the men named on the balance sheet; Mr. McGuinn paid Burke £3 3s 3d, and he is still owed a similar amount; Mr. McGuinn paid £28 16s 9d; the amounts paid are correct except G. McQuade's, which is £1 2s, but should be £10 11s 3d had already paid him £23 16s 4d; the total amount he owed McQuade was £24 18s 4d; witness gave him £5 after the contract was completed.

The court adjourned for lunch.

On resuming, Mr. C. H. Fitz-Gerald appeared for bankrupt.

To Mr. Booth bankrupt said the total amount he owed McQuade was £23 16s 4d, paid him £11 16s 2d, and McGuinn paid him £11 18s 2d, leaving a balance of £1 2s; he only paid half the amounts to the other men; they were working by the week - £1 a week and tucker; the gangers got 22s 6d a week; paid McQuade in full all but £1 2s, after the contract was finished; could not say how much he got back from McGuinn; would swear he did not get £10; he paid away £28 16s 9d; there was a difference between witness and McGuinn of £15, as he gave him £41; got two cheques from Mr. Body - one for £44 15s, the other for £10; gave the former to Mr. McGuinn, who gave witness particulars of the amounts he paid away, but the paper was at Curban; Salter got notice of the meeting of creditors; "A Meek, £24 13s 4d," was paid in full before the contract was finished; "Carlson, £24 4s 4d," was also paid in full, in cash, which witness got from Mr. Body; got several cheques from Mr. Body, but had kept no list of them; "Reynolds, £12 15s," was paid at different times; the debts to the storekeepers were incurred during the contract; had a previous contract for Mr. Holmes and made nothing out of it; knew James Lawson, who had owed him £4 10s, and paid him three or four weeks ago - in November; he at first owed witness about £16; did not put that £4 10s in the statement of affairs; had promised to pay all his creditors; left the contract and went shearing while it was going on; could see he was going down on it, and wanted to make some money; had a small contract now running 300 acres at £1 6d; was overdrawn on that; had paid no other money; Mr. Body was to be answerable for money lent to bankrupt by Mr. Fitz-Gerald; Mr. Body paid Mr. Fitz-Gerald £75 out of the contract - one £30 since the contract was finished, £30 before, and £15 was still due; gave Mr. Fitz-Gerald orders on Mr. Body; asked Mr. Body not to pay the £15 order; John Delaney had a contract at the same time as bankrupt; did not try to make a bogus sale of the horse, bridle and saddle, since he filed his schedule with Mr. Wilkinson.

In reply to Mr. Burke, a creditor, bankrupt said McQuade got £11 18s from Mr. McGuinn; got a cheque from Mr. McGuinn for what remained after he paid the men, but could not say if it was £9 odd; remembered when Burke went to him at Comboogle for his wages; witness did not remember the answer he gave - he might have said he would bare to "go through" if summoned; did not remember saying he got £15 for the chestnut horse.

The first meeting was declared closed.

The second meeting was then held, the usual questions asked, and the examination declared closed.



## 1900 Charles & Henry Salter

### FIRE AT WARRIE FLAT.

AN inquiry into the circumstances connected with the origin of the fire on the property of Mr. C. J. Salter, Warrie Flat, on Tuesday, 4th inst., was held on Monday before Mr. R. g. Dulhunty, J.P.

District Coroner, when the following evidence was addressed: -

C. J. Salter, farmer, residing at Warrie Flat, deposed that on Tuesday last certain wheat, grass, and fencing, his property, were destroyed by a fire; heard something at Eschol on that day and went home; found that all the dividing fence between his place and Mr. Palmer's was on fire; pulled the rails out and threw them on the ground; the fire had been put out in the paddock, and only the fence was alight; went round where the fire had been; did not see a dead beast there at the time, but saw it next morning; could not give any idea how far away the fire had originated, only from the direction the wind was blowing; could not say definitely whether the fire started in his paddock or Mr. Palmer's; thought it started in Mr. Palmer's grass paddock; the carcass of the beast was burning next day - it was smouldering; there were remnants of timber on it as though a fire had been built on it; witness's loss by the fire was £8 or £10, but if the fire had not been stopped he would have lost £2900 or £3000: the homestead was insured, the crop and fences were not; was there working all Tuesday night; Messrs. Back and Baird came and assisted him next day; the fire had then broken out again, viz., towards the road; it had not gone that way previously; afterwards went and got the assistance of Mr. Holmes; did not see Mr. Adams at all on Tuesday night.

Francis W. Adams, drover in the employ of Messrs. Palmer Bros., deposed that on Tuesday about midday Mr. Palmer sent him out to Warrie Flat to see if the bullocks there had crossed the river; it was part of his instructions to report if any of the bullocks had died, but he had no instructions what to do if he found a dead beast; did not see any dead beast till the day of the fire, and that was after the fire; was in the lagoon paddock on Tuesday, and saw smoke in the direction of the fire; galloped across and saw that the fire was then in Mr. Palmer's paddock; tried to put it out; the fire extended into Mr. Salter's wheat paddocks it was burning back towards the dam; the fire could not

possibly have originated at the dead beast; witness burnt the beast on the same Wednesday as Mr. H. Salter and Mr. Holmes

suggested it; they were present when witness burnt it; the grass round the dead beast was burnt by the general fire; when he went to the fire he found he could not deal with it himself and got assistance; up to that time the fire had burnt the wheat fencing in Mr. Salter's to the extent that the jury had seen; was not in the paddock where the fire was before his attention was called to the fire; did not expect to see any stock there; burned the bullock because it was Mr. Palmer's property; had never burnt a bullock before in those paddocks; left the fire about 6 p.m. and went to Dubbo and saw Mr. Palmer, and he told witness to go back and stay at it, and he did so; did not see anyone else there; rode and walked all round the fences.

Alfred Muntz deposed he found on Tuesday that a fire was running from Palmer's into Salter's property; went to Mr. Holmes for assistance, and then went back to the fire and saw Adams there; they went back and put the fire pretty well out near Salter's wheat; saw where the fire had been put out the other side; the fire had burnt round the dead beast; the fire was all out in the wheat; next day the fire had broken out again; it did not look as if the fire had originated at the dead beast.

Norman J. Hulmes, grazier, Warrie, deposed that he saw a fire on the property on Tuesday last near the river, and Muntz and Adams were working at it; the fire was apparently in the wheat paddock; saw the dead beast - it was about 40 yards from the river; there had then been no attempt to make a fire at it; assisted to put the fire out; heard H. Salter next day suggest to Adams to burn the beast; it was not possible for the fire next day to have started by lucifers being dropped, as there had been rain during the night.

H. Salter deposed to assisting to put out the fire; no fire had been built on the dead beast when the fire occurred in the paddock.

The jury found that the property the subject of the inquiry was destroyed by fire, but there was no evidence to show how the fire originated, but they were satisfied that it was not commenced by the burning of the dead beast referred to in the evidence.

## 1896 Wallace Salter

BROCKLEHURST.  
(From Our Own Correspondent)  
October 30.

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October 30.  
FARMERS in this locality are very busy harvesting. Although most of the crops are very light some new binders have been brought into the district.  
Shearing is in full swing at Terramungamine, and should the dry weather continue they expect to cut out in a few days. Delphia, Rocky, Gonoo, Greengrove, and Comhill, the principal early sheds, have already cut out. Most of the wool went through here drawn by local teams.  
For some weeks past I expected to see the proposed Mechanics Institute in course of erection, but what the cause of the delay is I don't know, as I believe the land was granted for that purpose some months ago. A few days since I noticed a heap of sawn timber on one of the allotments. I was anxious to know if it was for the Institute, but after making enquiries I was told it belonged to Mr. W. Salter, and that he had purchased a block of land here, and was about to build a cottage where he intends residing very shortly.  
A mob of cattle passed through here on Wednesday, and camped on the Troy reserve. Soon after reaching there they started to die, and before the next morning about 25 of them were found dead.

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BROCKLEHURST. (1896, October 31). *The Dubbo Liberal and Macquarie Advocate* (NSW: 1892 - 1901), p. 2.  
Retrieved November 8, 2011, from  
<http://nla.gov.au/nla.news-article72477085>

## 1894 Charles J Salter

**SUMMONS CASES.**  
**TUESDAY, FEBRUARY 6.**  
**(Before the P.M.)**

Saul Leblanq v. Robert Grant, false pretences. This case was reported settled. The magistrate stated that in future there must be an appearance of parties in criminal cases.

A. J. Byrne v. Peter Turner, breach of Impounding Act. Defendant was fined 2s 6d and costs.  
(Before the P.M. and G. H. Taylor, Esq., J.P.)

John Morris, jun., v. Charles Salter, breach of Impounding Act. Order made for poundkeeper to refund to complainant 7s., defendant to pay costs of court and professional costs. Mr. Fitz-Gerald for complainant, Mr. Booth for defendant.

SUMMONS CASES. (1894, February 10). *The Dubbo Liberal and Macquarie Advocate* (NSW : 1892 - 1901), p. 2. Retrieved November 8, 2011, from <http://nla.gov.au/nla.news-article72467539>

## SUMMONS CASES. TUESDAY, FEBRUARY 6. (Before the P.M.)

Saul Leblanq v. Robert Grant, false pretences. This case was reported settled. The magistrate stated that in future there must be an appearance of parties in criminal cases.

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Mr. Fitz-Gerald for complainant, Mr. Booth for defendant.

**CIVIL BUSINESS.**

Wood v. Ison, £42 15s 10d, goods supplied. Verdict for plaintiff. Mr. T. Bolin for plaintiff.

Hill v. Salter, claim for £343 11s 11d. This was a very important case, and occupied the court all Thursday afternoon and greater portion of Friday. Owing to pressure on our space we are compelled to omit the evidence. The jury, after an absence of some hours, were unable to agree and were discharged. The case was then settled by arrangement between the parties, the plaintiff agreeing to accept £12 6s 8d, and to waive all claim to a sum of £120 in dispute, each side to pay its own costs. Mr B. K. Wise (instructed by Mr. R. Booth) appeared for the plaintiff, and Mr. T. Bolin (instructed by Mr. C. H. Fitz-Gerald) for the defendant.

CIVIL BUSINESS. (1894, April 14). *The Dubbo Liberal and Macquarie Advocate* (NSW : 1892 - 1901), p. 2. Retrieved November 8, 2011, from <http://nla.gov.au/nla.news-article72468293>

Charles Salter v. Joseph Boland, goods sold. Judgment for plaintiff for £4 10s 11½d. Mr. Booth for plaintiff.

DISTRICT COURT. (1894, October 13). *The Dubbo Liberal and Macquarie Advocate* (NSW : 1892 - 1901), p. 3. Retrieved November 8, 2011, from <http://nla.gov.au/nla.news-article72469934>

## CIVIL BUSINESS

Hill v. Salter, claim for £343 11s 11d. This was a very important case, and occupied the court all Thursday afternoon and greater portion of Friday. Owing to pressure on our space we are compelled to omit the evidence. The jury, after an absence of some hours, were unable to agree and were discharged. The case was then settled by arrangement between the parties, the plaintiff agreeing to accept £12 6s 8d and to waive all claim to a sum of £120 in dispute, each side to pay its own costs. Mr B. K. Wise (instructed by Mr. B. Booth) appeared for the plaintiff, and Mr. T. Bolin (instructed by Mr. C. H. Fitz-Gerald) for the defendant.

## 1896 Wallace A Salter

BANKRUPTCY COURT.

Monday, OCTOBER 19.

(Before the District Registrar,  
Mr.L. S. Donaldson.)

### SINGLE MEETING AND EXAMINATION

Re George Barrett, of Dubbo, late sawmill proprietor. Mr. Booth appeared for W. A. Salter, the only proved creditor in the estate. The bankrupt was sworn and stated he had filed a statement of his affair, and sent a copy to the official assignee; but did not wish to alter it. He assigned his estate at Waverley about seven years ago; he was then a general storekeeper. He got a release from his creditors, the assignment was accepted by the creditors as a release. He was about five years manager of a saw mill in Dubbo, and since May 1895 he was proprietor of the same mill. He kept books of accounts and he delivered them to the District Registrar in Dubbo. The cause of his bankruptcy was the pressure of Mr. Salter, whose original debt was £53. He had transferred to Martin Manning the equity of redemption of property mortgaged to the Grange Building Society. This was about 12 months ago. He did it to protect him against any possible loss as guarantor to the bank of New South Wales. Mr. Manning was now liable for £445 6s 8d. He valued the equity of redemption approximately at £200. This was some time ago. Two attempts had been made to sell it, and not a bid was received. He had filed accounts in accordance with the official assignee's request. He took a contract from the Government for the supply of ironbark for bridgemaking. Mr. Salter supplied the logs for the contract. The ironbark was all condemned. If the mill had continued to work, the ironbark could have been cut up into sizes and would have been worth more than he would have got from the Government for bridgemaking. He told Mr. Salter that the moment he pressed his claim the mill would be closed and they would all be thrown out of employment, and the assets considerably reduced in value. He told Salter if he allowed him to work and cut the timber into other sizes he would get 20s in the £. No one else was pressing him and he was perfectly solvent. Only Mr. Salter getting his judgment, the Bank of New South Wales seized the whole of the stock for rent due, and cancelled the lease, consequently the stock became almost worthless. Salter seized his furniture, and finding that he was unable to pay Mr. Salter he filed his schedule. He owed the bank £172 10s for rent. The value of the lease if he did not owe the bank anything was £100.

To Mr. Booth: He leased the mill and everything belonging to it on April 29, 1895, and the mill was closed on July 1836. He did not offer any resistance to Salter's claim. Salter was a working man, a teamster, and he recovered for drawing logs. It was to be a cash transaction, £42 16s of it. There was a promissory note for £19 4s for logs which was dishonoured when it became due. The bill was for three months. This was also a cash transaction, but Salter took a promissory note. Salter talked about taking timber for his money, and he offered to take £10 down and the rest in monthly instalments, he had not got £10. Salter's brother was the real creditor. Up to May of 1895 he managed the mill either for the bank or for the estate of Davies. His salary was £3 10s per week. When he leased the mill in May, 1895, he did not put any money into the business. Manning and Morgan guaranteed the account, first for £150, and afterwards for another £100. There was no agreement between himself and Manning and Morgan. There was no consideration for guaranteeing the account. Manning and Morgan had no interest in the mill. He was paying the bank £3 10s rental for the mill payable quarterly. Manning and Morgan did not guarantee the payment of the rent. A cheque for £1 15s was dishonoured, but it was not next day. He had had some promissory notes dishonoured, they were to the bank. Some of the promissory notes were dishonoured before Salter's claim arose. When the cheque for £1 15s was dishonoured he got the equity of redemption of the property at the corner of Darling and Cobborah streets transferred to Mr. Manning. There was £350 owing to the Grange Building Society on this property. There were two cottages on this property; he lived in one and his daughters lived in the other. After Salter got the judgment the bank put in two distress warrants for rent for £173 10s at the mill. He did not file his schedule when the bank put in the distress warrants because he wanted to pay Salter. The value of the timber and other goods at the mill, if it was working, was £400, and if not, £300. The bank took every thing except the book debts. He did not know what the goods at the mill realised. The sheriff's officer asked him if he wished to direct the order of Sale, it was done in a formal way. Manning never guaranteed the wages of the men, he paid them himself. Before the distress warrant he sold an anvil to Doolan. He was auditor to the Municipal Council, and resigned. When the accounts were completed he was to get £10; he had done a fortnight's work when he resigned. Salter put in a garnishee order, and he resigned the auditorship to deceive Salter of the fruits of the order. It was not arranged between himself and Frawley that he should resign and that if Frawley was elected he was to divide the money between them. Frawley

would give his (witness's) family the whole of the money. Within the last two months he had transferred some property-land and houses at the corner of Macquarie and Church streets Dubbo. It was conveyed to Martin Manning. Witness was the nominal owner of the whole of the property; the title to the property stood in his name in trust. He did not receive any consideration for conveying the property, it was never his. The property was conveyed to him about two years ago. He was an agent at the time, and bought the property at auction for Martin Manning. He mortgaged the property as agent, but he did not receive the money. It was not a fact that he did not go insolvent as soon as the bank put in the distress warrant on account of having the property.

The District Registrar: Whose money paid for that property?

Bankrupt: I don't know.

The District Registrar : I will ask you again. You must know. Whose money paid for the property?

Bankrupt: I don't know.

The District Registrar: I will give you another opportunity. Whose money paid for the property?

Bankrupt: Well, I don't know.

The District Registrar : Then I shall commit you for 24 hours for prevarication and contempt.

Mr. Booth: I do not want you to get into a difficulty like this ; you had better answer the question.

Bankrupt: You know all about it.

The Deputy Registrar: It is a very simple question. I do not believe what the witness says, and will not put up with it.

Mr. Booth: You must know who advanced the money; if you do not know you must have a good idea.

The Deputy Registrar: If you do not immediately give a straight answer you will go to gaol till tomorrow morning.

Bankrupt: Then I will go to gaol.

Mr. Booth: Was it Martin Manning's money?

Bankrupt: I don't know, I believe it was.

The District Registrar : I am going to have a straight answer or I'll put you in gaol until tomorrow morning.

Bankrupt: You can put me in gaol it will be the first time.

Mr. Booth: You know whose money it was?

Bankrupt : I believe it was Manning's. I don't know the amount of money he gave for the property. I did not receive the rent of the property for the two years it was in my name. I really do not know anything about the property from the time it was knocked down to me until it was conveyed to Mr. Manning.

The public examination was declared concluded.

BANRRUPTCY COURT. (1896, October 21). *The Dubbo Liberal and Macquarie Advocate* (NSW : 1892 - 1901), p. 2. Retrieved November 7, 2011, from <http://nla.gov.au/nla.news-article72476987>

## Trustees Appointed.

THE following gentlemen have been appointed trustees of the Dubbo Recreation. Ground:-Messrs. N. Muller r, D. Soane, T. W. Heaydon, E. H. Utley, T. H. Smith, W. E. Morgan, and S. Phillips.

## Annual Leases Granted.

W. W. Baird, 470 acres, county Gordon, parish Dubbo; annual rent, £1 19s 2d.

Charles Henry Digges, 350 acres, county Lincoln, parish Richardson; annual rent £5 16s 8d.

William John Copelin, 250 acifls, oounty Lincoln, parishes Yarrow and Tuckland; annual rent, £2 1s 8d.

James Nivon, 640 acres, county Lincoln, parishes Blackheath and Dapper; annual rent, £3 11s 3d.

Charles McGee, 1850 acres, county Lincoln, parish Tuckland; annual rent, £11 11s 3d.

Charles James Salter, 1240 acres, county Lincoln, parishes Caledonia, Goonoo, and Bickinbeenie; annual rent, £3 17s 6d.

Edwin N. Blacket, 40 acres, county Lincoln, parish Beni; annual rent, £ 1,

William Thomas Cole, 230 acres, oounty Lincoln, parish Yarrow ; annual rent, £3 16s 8d.

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About 290 acres, within the leasehold area of Wonbobbie holding, county Ewenmar., parishes Driel and Beemunnel.

(From the GAZETTE.)  
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OFFICIAL NOTIFICATIONS. (1894, May 12). *The Dubbo Liberal and Macquarie Advocate* (NSW : 1892 - 1901), p. 2. Retrieved November 8, 2011, from <http://nla.gov.au/nla.news-article72468611>

## 1894

**SUMMONS CASES.**  
**K. G. Dulhunty (Inspector of Stock) v C. Salter, breach of Diseases in Sheep Act. Mr. Fitz-Gerald for plaintiff, Mr. Booth defendant.**  
The alleged breach of the Act consisted certain stragglers bearing the Murrumbidgee station brand having been shorn October last by a man in defendants employ and branded with defendant's brand. The shearing and branding of three sheep was admitted, but negligence was denied.  
After hearing the evidence of R. Dulhunty, R. Rutherford, jun., James Jewell, Alfred Munns, Patterson, Charles Roberts, Dewar, Samuel Tink, Charles Salter (the defendant), James Sparkes, Henry Delaney, and Flannery, and the case lasting some hours,  
Mr. Booth addressed the Bench for defence, contending that there was no proof of negligence.  
Mr. Fitz-Gerald addressed the Bench behalf of complainant.  
The Bench decided that negligence had been proved; it was not wilful negligence, and a nominal penalty was quite sufficient. A fine of £3 would be imposed; costs, £3 11s 6d., to be paid by defendant.

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SUMMONS CASES. (1894, February 28). *The Dubbo Liberal and Macquarie Advocate* (NSW : 1892 - 1901), p. 2. Retrieved November 8, 2011, from <http://nla.gov.au/nla.news-article72467764>

## 1900 Wallace Alfred Salter

### SUMMONS CASE.

His Worship, with consent of parties, reserved his decision in the case Municipal Council of Dubbo v. L. Meader till the following Tuesday. W. A. Salter proceeded against William George for assault. Mr. Fits-Gerald appeared for complainant.

Complainant deposed on September 1 he was lighting a fire to start an engine; he was stooping in front of the fire box; heard some one (Robert Vandermaal) call out " Look out," turned and saw defendant threatening him with a spade held in his two hands in a striking attitude; he said " Settle with me you b-- or I'll split you down," he struck a blow which witness attempted to dodge, and received a blow on the arm; Vandermaal rushed defendant and made him put down the spade; he then went away a short distance and used further threats; told him to get off the ground; he replied " It's Charley Salter's ground, not yours," defendant had worked for him for several years; there had been a disputed account between them; had heard nothing about it since February.

B. C. Vandermaal, laborer, gave corroborative evidence.

A. G. Salter, son of complainant, was also examined in support.

Complainant, recalled, stated that he apprehended violence from defendant and desired that he bound over to keep the peace.

Defendant (whose conduct throughout was very peculiar) started to give a rambling account of transactions between the parties. Being restricted to relevant matter, he denied that he had assaulted complainant; he deposed he told complainant that what he wanted doing to was what Jimmy Governor was doing; he admitted using other objectionable expressions.

Mr. Fits-Gerald asked for 1s penalty, and that defendant be bound over as applied for.

After consultation of authorities, the P.M. adjudgee defendant guilty, severely reprimanded him, sentenced him to three months imprisonment, and ordered him to life bound over in his own recognisances in £50 to be of good behaviour for six months. An application for professional costs (1 11s 6d) by Mr. Fits-Gerald was not acceded to.

SUMMONS CASE. (1900, September 12). *The Dubbo Liberal and Macquarie Advocate* (NSW : 1892 - 1901), p. 2. Retrieved November 7, 2011, from <http://nla.gov.au/nla.news-article72490381>

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## 1899 Dubbo, Charles J Salter

### A KNOTTY CASE.

C. J. Salter proceeded against L. Fallon for using towards him on September 9th insulting language with intent to provoke a breach of the peace.

There was a cross action (Fallon v Salter), and by consent the cases were called on together. Mr. Booth appeared for Salter.

Mr. Ryan for Fallon. It was agreed that the cases should be heard without depositions.

Mr. Ryan took two technical objections to the wording of the summons (the name of the complainant not being given, and the description of the locality referred to viz., "Macquarie street"-being indefinite) Mr. Booth claimed that defendant had appeared and pleaded. Mr. Ryan denied he had pleaded.

His Worship then called on defendant (Fallon) personally to plead. Defendant refused to do so. Mr. Booth then addressed the Court, representing that Fallon had appeared in reply to the summons, and that the irregularities were merely clerical ones which could not have misled defendant Fallon.

Mr. Ryan replied, and said that the defendant had to appear, otherwise he would have been brought on warrant. Defendant had refused to plead; and if the Bench insisted on the case going on he (Mr. Ryan) should withdraw from the Court.

After argument, and long deliberation, His Worship offered a postponement. Mr. Ryan said he did not want it - he should not appear further. His Worship then called upon defendant to plead.

Mr. Ryan interposed, and desired his Worship to rule forthwith on the points raised.

His Worship overruled the points - the defendant had appeared, and being there he could by the Act be called on to plead.

Mr. Ryan desired his objections noted. This was done and Mr. Ryan retired from the case.

Fallon was thereupon called on to plead. He said he had nothing to say. The Court accepted this as a plea of not guilty.

It was then pointed out that owing to the phase matters had assumed, depositions must be taken. Complainant C. J. Salter was then sworn and deposed he resided at Warrie Flat, Old Dubbo. At this stage the Bench said the question of hearing the cases separately or altogether would again arise. Fallon was then asked what his desires were. He said that Mr. Ryan appeared for him in the cross case, but not in the one in which he (Fallon) was defendant.

It was then decided to take the casts separately. Complainant continuing his evidence said he was on September 9, in Macquarie-street near Cadell and Co's, office ; knew defendant by sight; defendant had accosted him on the previous Wednesday ; witness was then going into Cadell

and Co's, office when defendant said "You told Lovelock not to deliver the team"; witness said he did not ; defendant thereupon said "You're a b - liar and a crawler, and no part of a man or I would plug you in the nose"; he wanted witness to go down to "the back of Phillips's," and he would thump him; witness gave him no provocation, but told him that he would make him (defendant) prove his words. Defendant declined to cross-examine, or to give evidence, or to accept an adjournment, and said he relied on the points raised by his solicitor.

The Bench inflicted a fine of 5s, in default four hours imprisonment, with £1 11s 6d, professional costs, 8s 4d costs of Court, and expenses of one witness, 7s 6d.

L. Fallon proceeded against Chas. J. Salter, for using insulting language to him in Macquarie-street on September 8. Mr. Ryan appeared for complainant, Mr. Booth for defendant.

Complainant deposed that on Friday morning last he had some business transactions with Messrs Cadell and Co. ; did not see defendant on Saturday at all; defendant called him a liar, and not a man but a thing; he was at that time outside Cadell and Co's, office; knew defendant by sight; on the day in question defendant accosted him first ; they had met a few days before out on the bend of the Macquarie ; when they met on Friday he (witness) did ask defendant why he told Lovelock not to take his (witness's) cheque ; defendant said he did not ; up to that time defendant had not used any insulting language; directly he (defendant) denied having done so he (witness) said he was a b- liar, and a little later said he would punch him on the nose - this reference to punching him was after defendant had called him a liar; the first offensive word was used by witness ; did invite him to go down " behind Phillips's," did not remember that Mr.Elliott's name was mentioned.

Cross-examined: It was a fact that Lovelock had refused to take his cheque.

Chs. Cadell, commission agent, deposed that he knew the parties; both were constituents of his ; was not present at the disturbance, but saw them at the office ; could not actually say what day of the week it was.

Gilbert Elliott deposed that he heard the disturbance between the parties, which occurred on the 9th instant near Cadell and Co's, office; Fallon accused Salter of doing him out of a team; Salter denied having done so; Fallon said, "You did you told the man not to take my cheque" after further conversation heard Fallon say he (Salter) was no man and he would hit him; heard Salter say. "You're a liar if you say I did:" Fallon had previously called Salter a b- liar; heard Fallon use the word "crawler;" heard Fallon threaten to crack Salter's head against the wall; did not hear Salter



say Fallon was a thing and not a man; Fallon told Salter that he (Salter) had informed witness he (Salter) had advised Lovelock not to take the cheque; this was not true, and he (witness) said it was not.

Defendant C. J. Salter deposed that the conversation took place about 10 a.m. on September 9; he denied that he used the language complained of; he cautioned complainant that he would make him prove his words ; did not tell him he was a liar-he denied having told Lovelock not to take the cheque; complainant was very excited.

Cross-examined: He himself was not excited; when complainant made the re- marks about his

(defendant's) representation to Lovelock, witness appealed to Elliott, who denied it; had heard Elliott's evidence; might have said to complainant that the accusation about the matter relating to Lovelock was a lie; did not call complainant a liar; complainant wanted to fight.

Re-Examined: Knew nothing of complainant's negotiations about the team before he (defendant) bought it.

The information was dismissed, with professional costs £1 1s, and costs of Court.

Mr. Ryan gave notice of his intention to apply for a prohibition in the first case.

SUMMONS CASES. (1899, September 20). *The Dubbo Liberal and Macquarie Advocate* (NSW : 1892 - 1901), p. 2. Retrieved November 7, 2011, from <http://nla.gov.au/nla.news-article72509493>

## 1900 Frederick & Arthur Salter

SUMMONS COURT.

TUESDAY, MARCH 6

Before Messrs. G. H. Taylor and E. G.

Dulhunty J's.P.)

MARY DAVIS was before the Court on a charge of keeping a disorderly house at West Dubbo.

Mr. R. J. J. Ryan appeared for defendant. The police applied for an adjournment owing to the enforced absence of a material witness through sickness. The application was consented to by Mr. Ryan and granted by the Bench.

William McEwen proceeded against Thomas Bonnington for travelling sheep through Terramungamine run without giving proper notice under the Act. Mr. Ryan appeared for complainant. Defendant said he had sent by post a notice which it appeared complainant had not received. Complainant (through Mr. Ryan) said he had no wish to press the charge except by way of caution to drovers generally; and would be satisfied with a nominal penalty and expenses. Defendant was severely admonished by both of the presiding justice's who told him that it was his business to see that station managers received proper notices in such cases. Defendant was fined £1, with £2 witnesses' expenses, £1 11s 6d professional costs and 6s 10d costs of Court.

Frederick Salter proceeded against Arthur F. Salter for wages due as hut keeper, cook, etc. £6 8s 6d. Mr. Fitzhardinge appeared for complainant and Mr. Ryan (for Mr. Booth) for defendant.

The parties were distantly related.

Complainant deposed he entered into defendant's service in March last year, he was to receive 3s per week and to have a garden where he could grow his own vegetables, keep fowls etc; had received certain goods and monies.

In the course of cross-examination Mr. Fitzhardinge raised the point that in that Court nothing could be pleaded as a set off except actual money paid.

Mr. Byan said it was the first time he had ever heard such a contention.

The Bench asked if complainant got defendant to procure him goods - say tobacco, could not the value of this be pleaded on the set-off!

Mr. Fitzhardinge said he thought it could not in that case, according to recent rulings of the Supreme Court.

Mr. Byan said it was new law to him - he had never heard of it before.

Mr. Fitzhardinge said Mr. Eyan was not too old to learn.

The Bench overruled the objection, but noted it at Mr. Fitzhardinge's desire.

Complainant was severely cross-examined on details by Mr. Eyan. He admitted having received £6 12s 5d in goods and money, but claimed that per contra he had supplied fowls, skins, scalps, etc., for the value of which he could not proceed in that court. He stated that he could not particularise the money received from wages except as to two items totalling £1 7s 4d.

For the defence,

Arthur F. Salter, defendant, deposed that he employed complainant at the latter's desire; ultimately be agreed to give him 3s a week, he came in February, 1889, and left in January of the present year, defendant gave particulars of goods supplied.

The witness was severely cross-examined by Mr. Fitzhardinge.

E. M. Salter, wife of defendant, gave evidence in support, and deposed to supplying complainant with certain goods; she corroborated her husband's evidence as to dates, etc.

Edward Adams deposed to being out with defendant on one occasion towards the end of January. He heard defendant tell complainant that for the future the latter would receive no more wages.

Mr. Fitzhardinge addressed the Bench.

Their Worships gave a verdict for 8a 10d with 6s compensation, £1 11s 6d professional costs, and 5s Court costs.

**ALLEGED THREATENING LANGUAGE.**

On Wednesday last Mr. Chas. Jas. Salter, of Old Dubbo, applied for a warrant for the arrest of an elderly man named Michael Maher, of Jones's Creek, who (complainant averred) had placed him in bodily fear. After hearing complainant's declaration and on his urgent representations, Mr. R. T. MacNevin, J.P., issued the warrant, and Maher was arrested the same afternoon by Constable Keogh. On defendant was found a small toy revolver, which it is said he flourished at complainant, accompanying the demonstration with threats.

The dispute arose over some business relationship between the parties. Defendant claims that Salter refuses to pay him for work done in connection with tank sinking on his (Salter's) account. Defendant is well-known in the district, and is a man of somewhat peculiar demeanour.

Defendant was formally brought up at the Dubbo Police Court on Thursday before Mr. R. T. MacNevin, J.P., charged with threatening Chas. James Salter in the following words:—"Now, look here, if you don't settle up with me for that tank, you will be no more good, for I will put your light out. I want you to settle up for the work, or I'll take your life"—as a result of which complainant apprehended that he would use violence towards him.

Constable Keogh deposed to the arrest of accused at Jones's Creek, 16 miles from Dubbo, and applied for a remand till 31st May, which was granted.

Mr. Booth appeared for complainant, and it is understood another well-known local solicitor has been retained by defendant.

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