

was July 1802, and that it was for rent due the 1st of May of the by going year—there were several smaller Receipts—that of August 1802 was also for the Rent of the Fields and Mill at St. Roc. He could not say upon which of them there was an indorsement, nor upon which of them there was another name besides Mr. Grant's. He did not recollect upon which of them there was a time indorsed. He did not look at the back of the Receipts. He could not tell upon which of them there were black lines, nor whether there were black lines upon either of them; he took particular notice of the two Receipts A. and B. because the dates on each of them was in a different handwriting from the rest. That nobody remarked this difference but himself, Mr. Grant did not mention it; does not recollect what was said at the subsequent conversation, it was sufficient however to make him again examine the Receipts; he looked at them when Mr. Grant stopped opposite to the Prisoner's house; there was he believed some body then present but he could not say who; it was not the subsequent conversation which induced him to look at the Receipts A. and B. He could not say what coloured horse, Mr. Grant rode; he never took particular notice of any Gentleman's dress, and could not say what Mr. Grant's was, nor what time of the day it was; he recollected the date of one of the Receipts, 1st August, 1802, but was not sure about the other, believed it to be 21st July, 1802, or some time thereabouts. He thought, his Brother's son was the witness to the Receipt of 21st July, and that the same person witnessed the other; he did not understand the question; but he did not know, that any body had witnessed them, unless it was his Brother's son.†

Geo. Allsopp Esq. and the Revd. Mr. Spark, were then examined, they said they had known the Prisoner for many years, they had always considered him as an honest man, and believed his general character to be such.

Here the evidence on the part of the Prisoner was closed.

Mr. Stuart then addressed the Court stating, that he had a point of Law to urge upon the Indictment; it was upon the second Count which charged that the Prisoner had uttered a forged receipt. He trusted that the Court would not suffer the Jury to exercise their judgment upon this Count, because it was evident that in Law there had been no uttering whatever. The Receipt had been fyled it

was true, but as soon as the Prisoner had been called upon by the first proceeding in the "*Inscription en faux*," to say whether he meant to make use of that Receipt, he had unequivocally declared that he had no intention whatever of making any use of it.

The Attorney General said, that the argument which he had just heard, attempted to support a monstrous proposition, it amounted to this, a man may go every length in the crime of forgery, he may take every step in his power to defraud, he may knowingly fyle a forged receipt in a Court of Justice with a view if possible to obtain a judgment in his favor against the person whom he intends to defraud, and when all is discovered, he shall be exonerated and held to be an innocent man, because he then says that he has no intention to make any further use of his forged receipt. To support the second Count it was not necessary that Mr. Grant should have been actually defrauded, if the Prisoner intended to defraud him, it was enough; and of such an intention, the deliberate act of fyling the receipt, was sufficient evidence until it was rebutted by other proof. If the crime of uttering a forged paper was capable of aggravation, it was so in this case: the conduct of the Prisoner, was an attempt to pervert the course of Justice, and to make his Majesty's Court of King's Bench, an assistant in the accomplishment of a fraud.

Mr. Ker in reply, said, that the first step in an "*Inscription en faux*" was meant to prevent, the act of an Attorney from prejudicing his Client: a man might give to his Attorney a number of papers, and he improvidently might fyle one which his Client had no intention to fyle. The first step in an "*Inscription en faux*" was therefore, to call on the Client personally, to know whether the paper was fyled by his order or not; and

† The Receipt was not witnessed at all.