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PRESENT,


LORD CHIEF COMMISSIONER.

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1822.  
March 14.



KEDDIE v. WALKER.

A verdict, of consent, returned for one shilling, the pursuer having agreed to accept of an apology.

**DAMAGES** for defamation.


**DEFENCE.**—The statements made were correct, and being made in pleading a cause in a court of law, do not render the defender liable in damages.

The issues were, Whether, in a Justice of Peace Court, the defender falsely and maliciously accused the pursuer of having falsified a roup-roll—and whether, after the cause was decided, he falsely repeated the same statement?

*Murray* opened the case, and stated the facts which gave rise to the action, and argued, That the smaller the interest in the case before the Justices of Peace, the greater the malignity of the defender. An offer of compromise was made in a letter.

**LORD CHIEF COMMISSIONER.**—You ought

not to *read* the letter ; for, though an offer of compromise is evidence in a case of this sort, and therefore may be stated, yet you may fail in tracing the letter to the defender, and therefore ought not to read it at present.

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*Murray.*—I state the offer in my condescendence ; and, as it is not denied in the answer, it must be held true.

At the conclusion of the opening,

LORD CHIEF COMMISSIONER.—This case has been opened with perfect propriety ; and it has been stated that an offer of compromise was made. As this is a case for reparation of character, would the pursuer still be disposed to accept of an apology ?

At the preparation of the issues, it was stated, that the defender used the words in a sense different from the construction put upon them by the pursuer ; and it would therefore be perfectly honourable for him to say, that he is sorry if they have been injurious to the pursuer. At the same time, the charge is a serious one to a young man, when made by a person so respectable as the defender. As the case was brought on the opinion of counsel, and

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the pursuer still agrees to accept of an apology, it is hard that he should be out of pocket.

*Jeffrey*, for the pursuer.—We are still ready to accept of an apology; but as the offer was made after taking the opinion of counsel, but before the case came into Court, I will not consent to the pursuer leaving Court a shilling out of pocket.

*Cockburn*, for the defender.—I can only repeat what I have all along pressed upon the pursuer, that the defender never intended to injure the pursuer. The only statement he intended to make was, that the roup-roll was inaccurate; and if he used the word falsify, it was without intending any thing offensive.

LORD CHIEF COMMISSIONER.—From the lists of witnesses in this case the numbers seem large. I wish it to be understood, that the Court mean to discourage bringing so many witnesses, and were I to allow the expence of the whole in this case, it would be heaping a heavy expence on the defender. It is proposed that the Judge should keep a note of such witnesses, as, in his opinion, were necessary in the case, to be laid before the auditor in taxing the accounts of expences; and perhaps the best course, in the present case, is for me

to direct the Jury to find a shilling damages,  
and leave the account to be taxed.

FORBES, &c.  
*v.*  
HUDSON, &c.

Verdict for the pursuer, damages, 1s.

*J. A. Murray and Jeffrey*, for the Pursuer.

*Forsyth and Cockburn*, for the Defender.

(Agents, *John W. Ness* and *W. Grierson*, w. s.)

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PRESENT,

LORD CHIEF COMMISSIONER.

FORBES and COMPANY *v.* HUDSON and COM-  
PANY.

1822.  
March 18.

ADVOCATION from the Judge-Admiral of an  
action to recover L. 500, as the loss sustained  
by the non-delivery of wine of the quality bar-  
gained for.

L. 300 damages  
found against  
the defenders for  
furnishing wine  
of inferior qua-  
lity.

DEFENCE.—The wine was of the quality,  
soundness, and colour, the defenders were bound  
to deliver.

ISSUES.

“ It being admitted, that, upon the 24th