

## Family Story of: John and Mary Ann Hardman

1. Lancashire and Yorkshire, England
2. Four Mile Flat Goldfield near Avoca, Victoria
3. Bendick Murrell, NSW
4. Daughters - Ada & Emily Hardman - Bendick Murrell, NSW
5. Hardman & Fosters (Selectors) v John Pring (Squatter)



## Book 5

John and Mary Ann Hardman

++ Hardman & Foster (Selectors) v John Pring (Squatter) ++

Insolvency

## **JOHN HARDMAN & the FOSTER BROTHERS (SELECTORS)**

### **LEADING TO THE CONFLICT WITH - JOHN PRING (LANDHOLDER / SQUATTER)**

Hardman family hearsay was that John and Mary Ann Hardman were "burnt out" by John Pring, the large landholder of Bendick Murrell and Crowther 'runs'.



In the era of John Pring there were a number of the Hardman / Foster family MEMBERS living at Bendick Murrell including:

- *Mary Foster - family matriarch*
- *Mary Foster's daughter Mary Ann who was married to John Hardman (plus children Ada and Emily)*
- *Mary Foster's sons:*
  - *Robert Foster*
  - *Joseph Foster*
  - *James Chadwick Foster*

*This family, along with John Pring were very much involved in the trials of Land Settlement in New South Wales.*

### **This article explores the:**

- **early days at Bendick Murrell for the Hardman / Foster families**
- **conflict between John Pring and the Hardman / Foster families.**

**LAND SETTLEMENT** - *As the population of the colony of NSW increased, more and more land was needed for settlement. Although regulations were introduced to stop unauthorised habitation of land more than 200 miles from Sydney, people finally took the matter into their own hands and went out and occupied it in defiance of the Government. From this development arose the term "squatters". Squatting became the known practice for many years with the squatter protecting his "run" by any means including blackmail, trickery and also force of arms.*

*In 1831, the authorities vainly tried to warn the squatters off the land. In 1832 the government recognised their right to remain and gave them grazing leases on payment of rentals.*

*In 1846 an act was passed and the colony was divided into three districts - settled, intermediate and unsettled districts. In the intermediate district, 16,000 acres (25 square miles) could be leased with the right to purchase 640 acres (1 square mile) at one pound per acre. The right to purchase was limited only to the run holder, but the leases were put up to tender and tenders were not limited to the old run holders.*

*In 1855, responsible government was conceded to the colony. After the gold boom in the colony receded in the late 1850's many people were forced to look to the land to provide them with a livelihood. But the whole of the lands were locked up in runs and were not available for purchase except by the run holders.*

*An agitation immediately arose for the unlocking of the land, and an election was fought on the subject. It resulted in Sir John Robertson being returned to power on the cry of "free selection before survey". In 1861 he threw open practically the whole of the lands of the colony to unrestricted application.*

*The run holder, to protect himself, put "dummies" of his own onto the best portions of his run, and in that way became possessed of still greater areas of land under freehold title.*

*This "dummying" went on openly till 1875, when another act came into force. In 1861 an infant of any age could select land. Under the 1875 Act the age was fixed at 16 years. Dummying and illegal contracts were made criminal offences.*

*Under the 1861 Act, land was not available for selection if there were any improvements on it. The run holder only had to improve to a very small amount, and his run was not open to selection. The 1875 Act provided that improvements must be of the value of one pound per acre, before the land was exempt from selection.*

*This act greatly increased the prospects of people wishing to select land, who previously were unable to do so.*

## **JOHN HARDMAN & the FOSTER BROTHERS (SELECTORS) VERSUS - JOHN PRING (LANDHOLDER / SQUATTER)**

Mary Foster (mother of Mary Ann Hardman) arrived in Australia c1858 (at the height of the Gold rush) and spent a year in Victoria before moving to New South Wales. Mary Foster is mentioned in Veronica McNamara's book "Beyond the Early Maps", selecting land at Bendick Murrell on 22 January 1867.

### **Early Selectors — Marengo.**

Joseph Graham — 9th April, 1874 — Marengo.

J.B. Donkin — 16th April, 1874.

Camello Marina — 18th June, 1874 — later, opened the Commercial Hotel, Murrumburah.

Thomas Anderson — 1874.

Henry Smith — 1874.

James Leary — 1874.

John Brotherson — 1874.

Peter Rheinbierger — 40 acres.

Sebastian Kohn. George Gailey. W. Haugh Jnr., J. Tarlington. P.M. Guinness — 83 acres.

Mary McGrath — 22nd January, 1867 — Burrowa.

Emily Sheedy — 1867 Monteagle County.

Thomas Commens — 1867 Calabash.

Mary Foster — 1867 Bendic Morrel.

Cathrine Hurley — 1867 Fishers Creek.

Michael Kett — 1867 Fishers Creek.

Michael Dwyer — 1867 Fishers Creek.

Laurence Terry — 1867 Boro Creek.

William Levett — 1867 Monteagle County, Stony Creek.

Land Grant of 94 acres — County Monteagle, to Marton Manyon.

In 1880 — W.D. Cambell stood for Parliament against Mr. T.M. Scatterry.

One of the oldest families still remaining in the district is that of the late Mary Foster. Mary selected 22nd January, 1867, at Bendic Morrel. Mary's history is forgotten — as is the name of her husband.

**Greville's 1872 Post Office Directory lists James Foster and John Hardman, along with John Pring as either a farmer or grazier at Bendick Murrell near Murringo (current spellings used):**

### **Marengo**

Page 315

Distance 239 miles South of Sydney

Mail closes at General Post Office Wednesday, Friday via Burrowa 4 p.m.

Mail arrives at Post Town Thursday, Saturday 8.30 a.m. via Burrowa.

Mail leaves for Sydney Friday, Sunday 3 p.m. via Burrowa.

Mail arrives at Sydney Monday, Tuesday via Burrowa 7.15 a.m.

Route - rail Goulburn, and Cobb's coach Young, 14m. Marengo

<b>SURNAME</b>	<b>CHRISTIAN</b>	<b>OCCUPATION</b>	<b>ADDRESS</b>	<b>POST TOWN</b>
<b>FOSTER</b>	<b>James</b>	<b>grazier</b>	<b>Bendick Morrell</b>	<b>Marengo</b>
<b>HARDMAN</b>	<b>John</b>	<b>farmer</b>	<b>Bendick Morrell</b>	<b>Marengo</b>
<b>PRING</b>	<b>John</b>	<b>grazier</b>	<b>Crowther</b>	<b>Marengo</b>
<b>PRING</b>	<b>Thomas</b>	<b>grazier</b>	<b>Crowther</b>	<b>Marengo</b>

**Greville's 1875-77 Post Office Directory lists two additional Foster brothers as follows:**

<b>SURNAME</b>	<b>CHRISTIAN</b>	<b>OCCUPATION</b>	<b>ADDRESS</b>	<b>POST TOWN</b>
<b>FOSTER</b>	<b>Robert</b>	<b>grazier</b>	<b>Bendick Morrell</b>	<b>Marengo</b>



*Large property owners such as John Pring often did everything in their power to retain control over their holdings (sometimes fairly - sometimes unscrupulously).*

*The ruthless nature of people like John Pring is on display in the following article:*

**Goulburn Herald**  
**Wednesday 12 March 1862**

**SERVED HIM RIGHT.**--On Saturday last while the Bathurst coach was passing through the Crowther Run, on its way to the Flat, a long line of posts and rails was discerned drawn up, all in the orthodox style, across the road, obstructing the progress of her Majesty's mails. The worthy proprietor of the run was sitting sunning himself, like a possum on a rail, with an attendant flunkey, waiting apparently for the arrival of the coach, and evidently desirous to have ocular demonstration of the perplexity of the worthy Jehu, Mr. Toohey.

*[A Jehu was a biblical military commander of Israel (later king) who was noted for pell-mell style of chariot driving].*

Jehu was a man in authority, however, having charge of her Majesty's mails, and, in the execution of his duty, thought lightly of such a paltry obstacle as a three-rail fence, surmounted by a squatter with a flunkey on his flank. Accordingly, having handed the reins to a passenger, Mr. Toohey jumped from his box and requested that the way might be cleared, which, having been refused, he took an axe from the body of the coach and began to clear it himself. The squatter fumed, fretted, and threatened in vain, whilst the posts gradually succumbed to the blows of Jehu, and the rails fell ignominiously to mother earth. Seeing that the fence proved no insurmountable obstacle to the indomitable Toohey, the aristocrat endeavoured to disturb his equilibrium by tampering with the horses, and did his best to frighten them, with only partial success, for in a short time the road was open and the coach got through.

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*The following article confirms the presence of the Foster Family at Bendick Murrell as early as 1866.*

The Hobart Mercury (Tas: 1860 - 1954), Thursday 4 October 1866, page 3

NEW SOUTH WALES.

*We have Sydney papers to the 25th ult. The following are extracts:*

**THE DOINGS OF BOURKE THE BUSHRANGER.** *The Marengo correspondent of the Yass Courier, writing to that journal, gives the following jottings of his movements : -Bourke is now reported to be hovering about Marengo, it being a good basis of operation for such villains having the highway between Cowra, Carcoar, and Forbes to the northward, and that of Burrowa, Binalong, and Yass*

*to the southward, with Young and the extensive Bland Plains to the front, and in the rear a large tract of undulating, scrubby country, which scores of times gave security to Hall, Gilbert, and Co.*

*- September 15th. - As anticipated, Bourke, the bushranger, was not long in this neighbourhood before making a stir. On Thursday last he was (incog.- **incognito**) drinking at Ouseby's Inn, Cowra, and strange to say, on foot, when suddenly he made a dash and sprang upon a saddled horse be-longing to Mr. Campbell, and galloped off, quickly followed by the Cowra police, to whom he gave the slip.*

*He next turned up near Bang Bang, where he was hotly chased by Messrs. Moore and Lee, of Cowra; but escaped through the fleetness and bottom of Mr. Campbell's steed.*

***On the following day he called at Messrs Foster's Bendick Morrell, once more incog., and having obtained a feed, left, taking the Marengo road.***

*Between Hancock's and Marengo road he stuck-up Mr. Wildash, the district sheep-inspector, from whom he took £1, and with whom he exchanged horses. Shortly after he was again chased by the police, to whom he once more gave the go-by, but in so doing knocked up Mr. Wildash's horse, leaving it in a stockyard near the Ten Mile, after obtaining another remount.-Information has just reached here that Bourke was sticking-up within two miles of Marengo, near the Calabash Creek. His last victim near the Calabash, was a namesake of his own, from whom he took a horse worth £20 leaving £9 in his purse untouched! Mr. Linane, of the Calabash, seeing him on a horse that he knew, and not knowing him to be a bushranger, sang out- "Hallo, young fellow! Where are you going with that horse?" Whereupon Bourke lugged out his revolver, and Mr. Linane disappeared.*

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*Law and order was a complex issue in the early days of settlement and the newspaper article below gives an insight into the difficulties encountered by these early settlers such as the **Foster** family:*

The Sydney Morning Herald (NSW: 1842 - 1954), Friday 10 May 1867, page 4

and

The Brisbane Courier (Qld 1864 - 1933) Wednesday 15 May 1867, Page 3

### **TERRORISM EXERCISED BY CATTLE STEALERS**

The Marengo correspondent of the *Yass Courier* gives a startling account of the way in which professional cattle stealers revenge themselves on parties who may take exception to their lawless proceedings - "I have long been surprised that our farmers should have taken matters so quietly respecting the way in which their bullocks and horses have been stolen by persons living near Bendick Morrell, and worked in teams until discovered by their owners, who then simply claimed their property, and having got it, consented to drop the subject!

But now I am surprised no longer; your Marengo agent having handed me a letter he received this evening, which clearly proves that the majority of our farmers are terrorised. Here is part of the letter referred to, and while reading it, it must be borne in mind that the writers

(*Messrs Foster Brothers*) have for some years past, consistently opposed and occasionally exposed the cattle stealing proclivities of certain parties, hence the diabolical outrages on their stock - '*Bendick Morrell, 27th April, 1867*'

**TERRORISM EXERCISED BY CATTLE STEALERS.**  
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We wish to advertise in the *Yass Courier*, offering a reward on the conviction of the perpetrators of the following fiendish acts; - Last March two heifers and a cow, our property were stabbed and mutilated in the abdominal region in a way not to be described. On Good Friday evening a fine mare of ours was mangled in the same disgusting manner, and we were obliged to destroy her. On the 2<sup>nd</sup> instant a foal of ours was shot dead. We caught .....

"(a stringent libel law prevents me giving this part of the letter until the parties are arrested)" hence the slaughter of the foal by the scoundrels.

We wish the advertisement to be, '&c'

*Yours respectfully, Foster Brothers*

To Mr R. S. Stevens. *Yass Courier* agent Marengo."

On Good Friday evening a fine mare of ours was mangled in the same disgusting manner, and we were obliged to destroy her. On the 2<sup>nd</sup> instant, a foal of ours was shot dead. We caught . . . (a stringent libel law prevents me giving this part of the letter until the parties are arrested) 'hence the slaughter of the foal by the scoundrels. We wish the advertisement to be, '&c. :—'Yours respectfully, Foster, Brothers. To Mr. R. S. Stevens, *Yass Courier* agent, Marengo.' After reading the above, can we feel surprised at C. Cullen's witnesses (vide last Wednesday's *Courier*) being unwilling to come forward; or can we wonder at our struggling farmers, whose live stock is very limited, permitting their bullocks or horses to be driven off and worked *ad libitum* by such unscrupulous vagabonds."

After reading the above, we feel surprised at C. Cullen's witnesses (vide last Wednesday's *Courier*) being unwilling to come forward; or can we wonder at our struggling farmers, whose livestock is very limited, permitting their bullocks or horses to be driven off and worked *ad libitum* by such unscrupulous vagabonds."

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**YASS-QUARTER SESSIONS.**  
[FROM A CORRESPONDENT.]  
THE above Court commenced on the 7th instant, with an unusually small number of cases, our calendar being generally about the largest in the colony. District Judge Simpson presided, and Mr. Teasdale, Crown Prosecutor, conducted the following cases.  
John O'Brien, charged with stealing ten sheep the property of Roger Ryan, at Walla Walla Station, near Barrow, was found guilty and sentenced to twelve months' imprisonment with hard labour.  
Alfred Benton, for larceny at Yass, was tried for stealing a quantity of drapery goods, the property of John Bennett. Verdict, guilty. Sentence twelve months in gaol.  
Ah Choy, a Chinaman, pleaded not guilty to an information charging him with stealing, in a dwellinghouse at Yass, £10 17s. 2d. Prisoner was acquitted.  
James Duffy was charged with stealing two head of cattle, the property of James and Robert Foster, at Bendick Morrell, near Marengo. Found guilty, and sentenced to eighteen months in Darlinghurst gaol.  
George Webster and Francis Ryan were indicted for stealing two cows, the property of James Dwyer, and one cow, the property of John Russell, at Murrumburrah, on 1st August last. This case occupied the Court some time. Mr. Allman, for the defence, endeavoured to prove an alibi. The Crown Prosecutor replied at some length, and the jury found both prisoners guilty. Sentence, two years' imprisonment with hard labour.  
Elizabeth Ah Choy, for obtaining money under false pretences, was acquitted and discharged.  
Alexander Gordon was indicted for stealing a horse, at Cudgell Creek, the property of John McCormack. The prisoner was the pondkeeper at Lambing Flat, and seeing the horse in a stockyard at Cudgell Creek, forty-five miles from his residence, at Cootamundra, rode it home, and it was subsequently put in the pound by a person who was living with the accused. The Crown Prosecutor, in addressing the jury, mentioned it was competent for them to find either for the felony, or for the misdemeanour, under the Cattle-Stealing Prevention Act. Mr. Allman, for prisoner, addressed the jury, confining his observations chiefly, as against the guilt of the prisoner, on the charge for larceny. Verdict, guilty of horse-stealing. Sentenced to eighteen months in Darlinghurst Gaol.

*James Duffy was charged with stealing two head of cattle, the property of James and Robert Foster, at Bendick Morrell, near Marengo.*

*Found guilty, and sentenced to eighteen months in Darlinghurst gaol.*



The Sydney Morning Herald (NSW: 1842 - 1954),  
Friday 12 June 1868, page 5

*Cattle-Stealing at Bendick Morrell.* - At the last sittings of General Sessions of the Peace (says the Yass Courier), held at Yass, a young man named John Duffy was put upon his trial on an information in which he was charged with having, on the 10th August, 1867, stolen at Bendick Morrell, one heifer, the property of J. C. Foster and another. There was also the usual count of feloniously receiving. During the trial Robert Foster, one of the owners

of the beast, swore that he had seen the heifer two or three days before the 11th August, and that he saw prisoner going in the direction of where it was running; there were two F's on the beast when it was branded. The witness on being shown a hide identified it as belonging to the missing beast by its colour, and also distinguished one F on the fleshy side, but said he could not see it on the hair side. When the beast was lost there was no JD (prisoner's) brand on it, which now plainly appeared on the hair side.

James Chadwick Forster, the other owner, gave similar evidence. When the hide was first shown him by the police, he noticed JD had been placed on the two F's. The hide was shown to the jury in order that they might examine it for the Messrs. Foster's brand. They went out of court at 6.15, and at twenty minutes to 9 brought in a verdict of not guilty on both counts. It is only proper now to state, that since then it has been considered advisable to have the hide tanned, in order to remove all doubts on the subject. That has been done, and we have had an opportunity of inspecting the leather. There are two FF's plainly on it, a long sharp brand, and partially over it is a squat JD which had spread, possibly owing to the iron not having been sufficiently hot. The prisoner has, therefore, had a very lucky escape, which, it is hoped, will be a warning to him for the future.

**CATTLE-STEALING AT BENDICK MORRELL.**—At the last sittings of General Sessions of the Peace (says the Yass Courier), held at Yass, a young man named John Duffy was put upon his trial on an information in which he was charged with having, on the 10th August, 1867, stolen at Bendick Morrell, one heifer, the property of J. C. Foster and another. There was also the usual count of feloniously receiving. During the trial Robert Foster, one of the owners of the beast, swore that he had seen the heifer two or three days before the 11th August, and that he saw prisoner going in the direction of where it was running; there were two F's on the beast when it was branded. The witness on being shown a hide identified it as belonging to the missing beast by its colour, and also distinguished one F on the fleshy side, but said he could not see it on the hair side. When the beast was lost there was no JD (prisoner's) brand on it, which now plainly appeared on the hair side. James Chadwick Forster, the other owner, gave similar evidence. When the hide was first shown him by the police, he noticed JD had been placed on the two F's. The hide was shown to the jury in order that they might examine it for the Messrs. Foster's brand. They went out of court at 6.15, and at twenty minutes to 9 brought in a verdict of not guilty on both counts. It is only proper now to state, that since then it has been considered advisable to have the hide tanned, in order to remove all doubts on the subject. That has been done, and we have had an opportunity of inspecting the leather. There are two FF's plainly on it, a long sharp brand, and partially over it is a squat JD which had spread, possibly owing to the iron not having been sufficiently hot. The prisoner has, therefore, had a very lucky escape, which, it is hoped, will be a warning to him for the future.



*Another local squatter, Carlo Marina had previously felt the wrath of John Pring as per the 1867 newspaper article:*

[The Sydney Morning Herald \(NSW: 1842 - 1954\), Monday 15 April 1867, page 2](#)

**CIVIL SIDE.**

**Friday-April 12**

**Before Mr Justice Cheeks and a jury of four.**

**PRING V MARINA**

*The plaintiff and defendant are both squatters, the former being Mr John Pring of the Crowther Creek run, and the latter Mr Carlo Marina of the Bendick Morrell run adjoining.*

*The declaration contained two counts-1, for wrongfully polluting the waters of the back creek by washing sheep therein and in a dam made thereon; and 2, for erecting a dam and thereby obstructing the flow of water and depriving plaintiff of the use thereof. The damages claimed were £2000.*

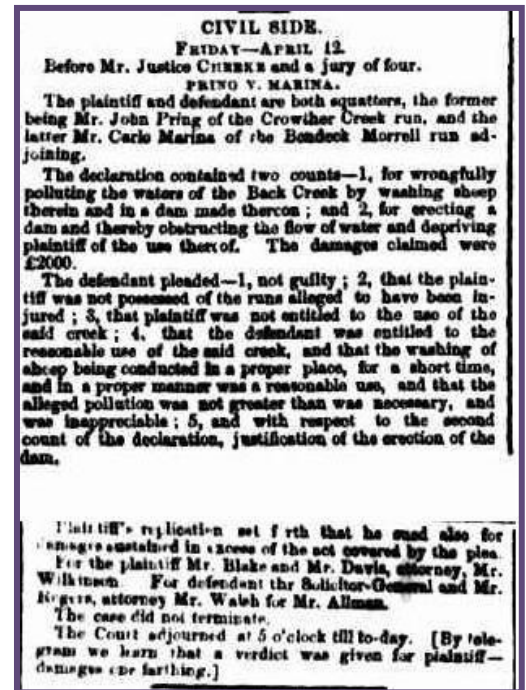
*The defendant pleaded- 1, not guilty, 2, that the plaintiff was not possessed of the runs alleged to have been injured, 3, that plaintiff was not entitled to the use of the said creek, 4, that the defendant was entitled to the reasonable use of the said creek, and that the washing of sheep being conducted in a proper place, for a short time, and in a proper manner was a reasonable use, and that the alleged pollution was not greater than was necessary, and was inappreciable, 5, and with respect to the second count of the declaration, justification, of the erection of the dam.*

*Plaintiff's replication set forth that he sued also for damage sustained in excess of the act covered by the plea.*

*For the plaintiff Mr Blake and Mr. Davis, attorney, Mr. Wilkinson. For defendant the Solicitor-General and Mr. Rogers, attorney Mr. Walsh for Mr. Allman.*

*The case did not terminate.*

*The court adjourned at 5 o'clock till today. **[By telegram we learn that a verdict was given for plaintiff damages one farthing.]***





LAW.

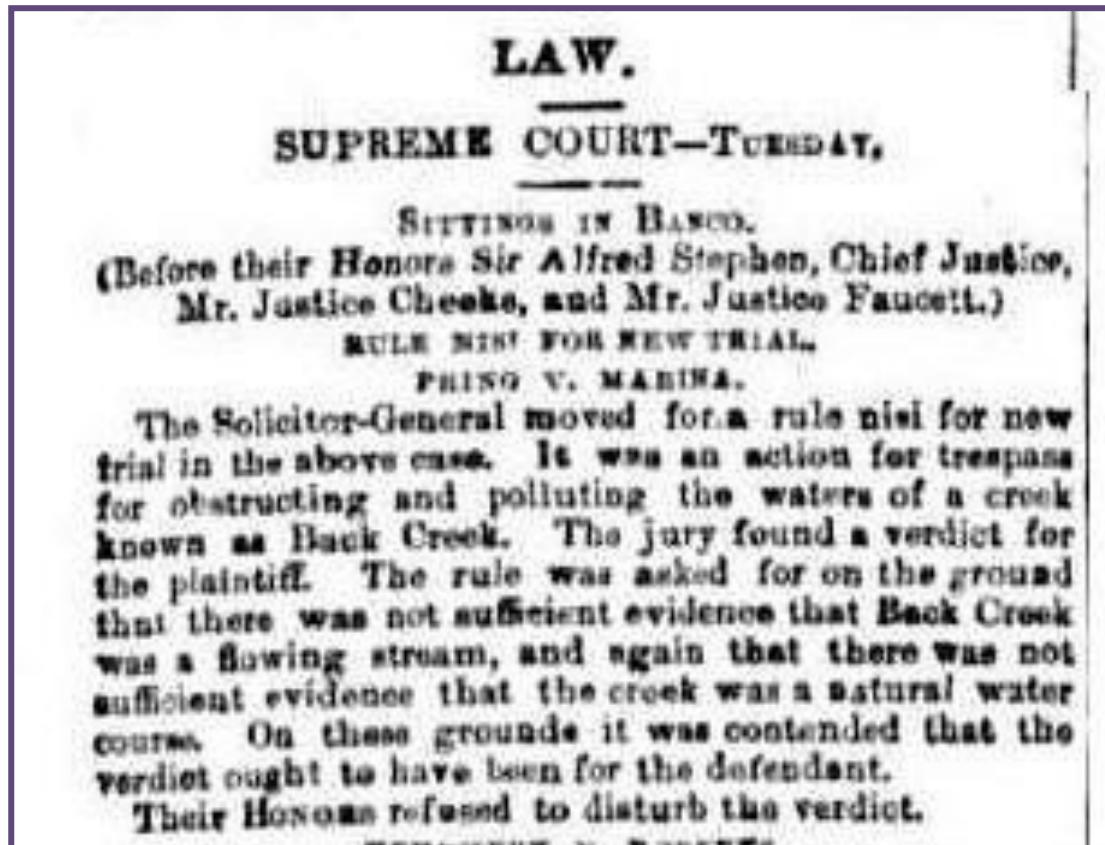
SUPREME COURT-TUESDAY

SITTINGS IN BANCO

(BEFORE THEIR HONORS SIR ALFRED STEPHEN, CHIEF JUSTICE, MR. JUSTICE CHEEKS, AND MR. JUSTICE FAUCETT.)

RULE NISI FOR NEW TRIAL.

PRING V. MARINA.



*THE SOLICITOR-GENERAL MOVED FOR A RULE NISI FOR NEW TRIAL IN THE ABOVE CASE. [Rule nisi is an order "to show cause", meaning that the ruling is absolute unless the party to whom it applies can show cause why it should not apply]*

*IT WAS AN ACTION FOR TRESPASS FOR OBSTRUCTING AND POLLUTING THE WATERS OF A CREEK KNOWN AS BACK CREEK.*

*THE JURY FOUND A VERDICT FOR THE PLAINTIFF. THE RULE WAS ASKED FOR ON THE GROUND THAT THERE WAS NOT SUFFICIENT EVIDENCE THAT BACK CREEK WAS A FLOWING STREAM, AND AGAIN THAT THERE WAS NOT SUFFICIENT EVIDENCE THAT THE CREEK WAS A NATURAL WATERCOURSE.*

*ON THESE GROUNDS IT WAS CONTENDED THAT THE VERDICT OUGHT TO HAVE BEEN FOR THE DEFENDANT.*

*THEIR HONORS REFUSED TO DISTURB THE VERDICT.*

A later letter to the Sydney Morning Herald written by [James Chadwick Foster](#) gives an outline of his dispute with John Pring:

[The Sydney Morning Herald \(NSW: 1842 - 1954\), Saturday 1 August 1874, page 5](#)

**"ALLEGED "TRESPASS BY A CONDITIONAL PURCHASER.**

TO THE EDITOR OF THE HERALD.

**"ALLEGED "TRESPASS BY A CONDITIONAL PURCHASER.**

TO THE EDITOR OF THE HERALD.

SIR,—In your issue of the 16th of July appears a communication signed by "John Pring Crowther, Marengo," complaining of an adverse decision given against him as plaintiff in a case of trespass, tried at Young on the 6th of July, in which the facts are so garbled and misrepresented that I crave space in your columns to reply.

In July, 1873, Joseph Foster conditionally purchased 60 acres, commencing from the south-west corner of W. Hunter's (now Pring's) conditional purchase of 50 acres, numbered as lot 51; thence running south along the main line of road from Cowra to Young, to a large reserve from lease as well as sale, about 9 chains distant; thus having the frontage required by the Act for the quantity applied for, and not as Pring states only about 20 acres. In March, 1874, Foster took up three additional selections of 40 acres each, one lot of 60 acres, and one lot of 80 acres. These lots were applied for on the south boundary of each other, and running south. These lots have no frontage to any main road or creek, a portion of the reserve intervening between them and the road. Pring gives the distance from the north boundary of Foster's selections to the north boundary of his pre-lease at 130 chains, these selections intervening between the two boundaries. Pring quotes a portion of the 31st section of the regulations, which would limit the boundary of a line in any one direction to 60 chains, claiming the interval of 71 chains as his leased run. Either John Pring is very ignorant of the Land Law, or is actuated by some selfish motive in advancing this claim, as the 18th clause of the Crown Lands Occupation Act of 1861 says, "The sale conditional or otherwise of any land, within any lease granted under this Act in the second-class settled districts, for pastoral purposes, shall cancel so much of the lease as relates to the land so sold, and to three times the area thereof adjoining thereto which last mentioned area may be held by the new purchaser under pre-emptive lease." This clause proves what right he has to claim these few chains of land. Pring says that on the 7th of April he saw that some sheep had been trespassing a long way over the north boundary of his pre-lease, and he spoke to Foster about them the same day, threatening legal proceedings.

These sheep of Foster's must be very peculiar sheep to leave traces behind them when grazing quite distinct from any other sheep, so that Pring can identify them as Foster's. What makes it more singular still is, that both Pring and a person named Hancock have sheep that graze there. Pring says that on the 12th of April he saw Foster's sheep on his pre-lease, twenty-eight chains over the boundary, and immediately entered an action for damages against Foster in the Petty Debts Court, Young. After the action was commenced, and prior to it being heard, Pring got licensed surveyor Johnstone to run "a line" of his pre-lease, it being unsurveyed up to that time. The case came on for hearing on the 6th of July, when licensed surveyor Johnstone is reported to have sworn, "That he did not survey the selections as Foster wished, he measured them according to the regulations; to measure them in square blocks would be against the regulations. The selections under any consideration would not extend to the pre-lease of Pring's." Pring swore he saw the sheep 28 chains over the boundary of his pre-lease on the 12th of April; did not see them on after. The 31st section of the regulations was put in, and their Worthips' attention drawn to it. Defendant swore if the selections had been measured square they would have extended to where plaintiff saw the sheep. The 17th clause of the Land Alienation Act was put in for the defence, which says "Crown lands conditionally purchased under this Act shall, if measured, by the authority of the Government previously to such purchase, be taken in portions as measured, if not exceeding 320 acres; and if unmeasured, and having frontage to any river, creek, road, or intended road, shall, if within the first-class settled districts, have a depth of not less than twenty chains, and otherwise shall have a depth of not less than sixty chains, and shall have their boundaries other than the frontages directed to the cardinal points by compass; and if having no frontages, as aforesaid shall be

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These selections of Foster's have no frontages, hence must be measured in square blocks, as provided by the Land Act, it being simply absurd to expect a regulation issued by our Minister to override the Act. Surveyor Johnstone stated that these selections, under any consideration, would not extend to Pring's free lease. Pring admits that, if measured in square blocks, as applied for, they would extend nearly two chains into his pre-lease. Here are opinions directly antagonistic to each other.

Pring says that Mr. Roberts took no part in this decision of the Bench. I am quite surprised at this statement, more particularly as Mr. Roberts sat upon the Bench all through this case, retired with them to consult, and returned into Court with them to deliver their verdict, which was for the defendant. A verdict the public unanimously endorsed. Pring states that this verdict says to a conditional purchaser, feed your stock upon your neighbour's land until it is surveyed, no matter how long that may be; this is mere sophistry, as in my opinion this verdict says to any person,—"Be certain you have a cause of complaint before you come into Court, and prove your case when you come in, as we, the magistrates, refuse to be a party to encourage you in your litigious proceedings against your neighbours, upon such shallow grounds as these."

Surveyor Johnstone states, and John Pring contends that the 31st section of the regulations will not allow any selection to extend more than sixty chains in any one direction. Let us see how these regulations work in the field. I will take, for example, lot 51, adjoining Foster's north boundary. It is 60 acres in area, and the property of John Pring; it has a frontage to the main Cowra Road of over 60 chains. A short time ago Pring took up an additional selection of 270 acres adjoining lot 51 on the north boundary. This lot has about 17 chains frontage to same road, making a total of 67 chains frontage, and this when the Act only allows 64 chains frontage. Pring complains bitterly of the magistrates who adjudicated upon this case. I have no doubt he would have praised them as paragons of perfection if they had returned a verdict in his favour. Now, it comes with a very bad grace from any person who, after first appealing to a bench of magistrates for their opinion, and upon them giving an honest expression of it, which happened to be adverse to his interest, to turn round and accuse them of violating law, equity, and common sense; it is, to say the least, in very bad taste, and outrages our common notion of propriety.

Yours, etc.  
J. C. FOSTER.

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Yours etc

J. C. Foster [James Chadwick Foster]



# *LIFE AT BENDICK MURRELL FOR THE HARDMAN FAMILY WAS TO UNDERGO A HUGE UPHEAVAL WITH THE:*

*BIRTH OF SONS WILLIAM HENRY HARDMAN AND JOHN ALBERT HARDMAN*

At **16 years** and 4 months of age, **Ada Ann Hardman** gave birth to her first child:

**William Henry Hardman** Born: 9 March 1875 at Bendick Murrell,

Baptised: 20 May 1875

**Andrew Rowan**, Ada Ann Hardman, Bendick Murrell – Illegitimate

At just **14 years** and 9 months, Emily Constance Hardman gave birth to her first child:

**John Albert Hardman** Born: 11 March 1875 at Bendick Murrell

Baptised: 20 May 1875

Parents: **Walter Rowan**, Emily Constance Hardman, Bendick Murrell - Illegitimate

***These Events are expanded & told in a Separate Story***

*What follows in brief:*

The news of the confinement of teenage mothers Ada and Emily Hardman was played out in the local press as follows:

- ✓ John Hardman was brought to court in Young, charged with using **threatening language**, aimed at members of the **Rowan** family.
- ✓ Mr Andrew Rowan (Snr) made a complaint against John Hardman to Mr John Pring, large landholder of Crowther, who held the Public Service position of **Sheep Inspector** for the Young District and that of an **(Honorary) Magistrate** (equivalent to today's Justice of Peace).
- ✓ The court matter was **"dismissed"**!
- ✓ Letters to the Editor of the "Burrangong Argus" were printed by John Pring and then **responded to by John Hardman**
- ✓ The Letter to the Editor by John Hardman, criticising the immensely powerful landholder John Pring is printed below and really seals the fate of John Hardman in escalating the **feud between John Pring and the Hardman / Foster families** which was to continue through the court system over the next few years.

John Hardman certainly wasn't going to be intimidated by John Pring and decided to have his say on his arrest and appearance in court at Young.

## BURRANGONG ARGUS

Wednesday 31 March 1875

*(To the Editor of the Burrangong Argus)*

Sir - Will you be so kind as to publish this letter in answer to Mr. John Pring's, which appeared in your issue of the 27th instant.

Mr. Pring states I went about armed with a gun. Now, for Mr. Pring's information, I beg to inform him that have to carry and use a gun very often during the fruit season in and around my fruit orchard, or little fruit would be left to me from birds, &c.

Now, Mr. Editor, I was using my gun about my own place when I was informed by, a party that Walter Rowan had been seen near Cowra. I instantly went over to the house of the man that had seen him, to make enquiries, and having the gun in my hand, and being in such trouble, I did not go back into my house to leave the gun, but went with it in my hand. I did not take the gun to shoot the plaintiff's son, because I knew he was not at home. So much for Mr. Pring's statement concerning my going about armed.

Mr. Pring next states that I went to the plaintiff's house armed, and enquired if his son was at home, and swore that I would shoot him as soon as I could find him. I never went to the plaintiff's house armed. I never told the plaintiff that I would shoot his son as soon as I could find him. So much for the wisdom of this Solomon that is in our midst. Surely, Solomon would not have had the wisdom of our local J.P. to grant a warrant to any person on hearsay evidence, no matter what character the party bears who lays the information, Now, Mr Editor, Mr. Pring does me an injury by granting a warrant for my arrest. Then when he finds he has done wrong, to gloss over his fault, he tries to do me a greater injury by publishing such false statements, as those contained in this letter, in your widely-circulated journal. No wonder that the magistrates on the bench should say it was a hard case to be arrested under a warrant on such trumpety evidence.

It appears to me, from the tone of Mr. Pring's letter, that I was tried and convicted, in that sanctum of knowledge at Crowther, by himself and the plaintiff. But why need I be heard at all when such a model and infallible J.P. can be found, and one possessing so much wisdom that he can find a man guilty without hearing him at all.

Hoping you will be kind enough to insert these few lines, you will much oblige a troubled father.

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An article in the Australian Town and Country Journal dated February 1877, **John Pring** has taken both **Robert Foster and John Hardman** to court for supposed trespass on his land:

[Australian Town and Country Journal \(NSW: 1870 - 1907\), Saturday 24 February 1877, page 8](#)

## Supreme Court

The following cases have been adjudicated in the civil jurisdiction of the court during the week:

Two cases of peculiar interest to squatters and free-selectors were heard on Tuesday in the Banco Court before his Honor Sir W. M. Manning and a jury of four. John Pring, lessee of the Crowther and Bendick Murrell runs, in the Lachlan district, sued Robert Forster of the same place, for trespass, and claimed £500 for damages. On July 18, 1873, there was gazetted a reserve from sale, pending final selection of route for travelling sheep. Previous to this defendant took up selections on the east boundary of the reserve and after the reserve was gazetted he took up selections in his daughter's name on the western boundary. The adjoining

land to these selections was owned by plaintiff and defendant's brother-in-law. On January 28, last year, pre-emptive leases were gazetted in favour of defendant but on plaintiff's representation the leases were cancelled there being no available land. In September, 1875, a line was drawn across the reserve 20 chains north of one Sutherland's pre-emptive lease, the space between connecting defendant's selection with that of his daughter's. On February 8, 1876, plaintiff informed defendant of this line, and said he (defendant) might cross his sheep to and fro south of it, but that if he persisted in feeding his sheep across the reserve north of the line he would pull him for trespass. Defendant and his daughter several times did feed their sheep on the reserve north of the line, but plaintiff pardoned them. Defendant then said he would not feed his sheep on the reserve until he had ascertained whether he had legal permission to do so, and then he would give plaintiff notice if he had. No notice was given, and the trespass continued. Plaintiff and his boundary rider, William Platt, proved the trespasses on this land and on plaintiff's purchased land. Defendant swore that neither he nor his daughter had trespassed on the reserve or plaintiff's land, except on

one occasion. After Mr. R. J. Healey for the defendant and Mr. M. H. Stephen for the plaintiff had addressed the jury, his Honor summed up. His Honor said that stock in the possession of defendant did not mean travelling stock, consequently the use by defendant was a private, not a public use. As his stock was not travelling stock, he had no right to cross the reserve. The jury found for plaintiff, damages one farthing. His Honor certified for costs. In the trespass action brought by John Pring against John Hardman, a verdict, by consent of plaintiff, was given for 40s, and his Honor certified for costs. The actions were brought to try a right.

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on plaintiff's purchased land. Defendant swore that neither he nor his daughter had trespassed on the reserve or plaintiff's land, except on one occasion. After Mr. E. J. Healey for the defendant and Mr. M. H. Stephen for the plaintiff had addressed the jury, his Honor summed up. His Honor said that stock in the possession of defendant did not mean travelling stock, consequently the use by defendant was a private, not a public use. As his stock was not travelling stock, he had no right to cross the reserve. The jury found for plaintiff, damages one farthing. His Honor certified for costs. In the trespass action brought by **John Pring** against **John Hardman**, a verdict, by consent of plaintiff, was given for 40s, and his Honor certified for costs. The actions were brought to try a right.



**Supreme Court.  
TUESDAY, FEBRUARY 20  
(From the S M. Herald.)  
BANCO COURT.**

*(Before his Honour Sir William Manning and a jury of four)*

**PRING V. HARDMAN.**

Jury: Messrs. William Summerbell, E. Cole, W. Patten, and C. R. Austin.

Mr. M. H. Stephen and Mr. Pring, instructed by Messrs. Cape and Westgarth, agents for Messrs. Scarvell and Gordon, for the plaintiff; Mr. Healey, instructed by Mr. Leary, for the defendant.

John Pring sued Robert Foster for trespassing on his land known as the Crowther run with sheep, also for trespassing with sheep on the plaintiff's land known as the Bendick Murrell run. £500 was claimed.

The defendant pleaded:-1. Not guilty. 2. The lands were not the plaintiffs. 3. Leave and license-. 4. The lands trespassed on were the freehold of the Crown, and by the authority of the Crown the plaintiff entered upon them. 5. The land trespassed on was a reserve for travelling sheep. 6. - The land trespassed on was a track within the meaning of the 42nd section of the Crown Lands Act Amendment Act of 1875.

Issue was joined.

Plaintiff is owner and lessee of the Crowther and Bendick Murrell runs, in the Lachlan district, on which runs there is a reserve from sale pending final selection of route for travelling stock gazetted 18th July, 1873. Defendant had previously to 1873 selected land on the east boundary of the reserve, and subsequently to the proclamation of the reserve he had taken up selections in his daughter's name on its western boundary. The land adjoining these selections was alienated, some to the plaintiff and some to Robert Foster, a brother-in-law of the defendant.

On 28th January, 1878, pre-emptive leases were gazetted in favour of the defendant, which, on the representation of plaintiff that there was no land available for them were cancelled. Plaintiff had, in September, 1875, marked a line across the reserve about 20 chains north of a pre-emptive lease of one Sutherland, the space between the line so marked and the north boundary of Sutherland's pre-emptive lease connecting defendant's own selections with those of his daughter. On the 8th February, 1876, plaintiff told defendant that he had marked this line and that he (defendant) might cross his sheep to and fro south of it, but that if he continued to feed his sheep across, the reserve north of such line, he would bring an action against him. On several occasions, afterwards plaintiff saw defendant's sheep feeding on the reserve north of the line so marked; the sheep on such occasions being shepherded by Foster and defendant's daughter. Foster twice promised the plaintiff that he would not come there again. Defendant had previously told plaintiff that he would ascertain; if he had a right to go on to the reserve, and that if he again fed his sheep there, he would give plaintiff notice.

No such notice was given. Plaintiff also proved trespasses on his purchased land. Plaintiff's evidence was corroborated by William Platt, one of his boundary riders. For the defence, defendant swore he had given his daughters instructions not to trespass on anyone. Foster denied having seen the plaintiff except on one occasion, and swore generally that he had never trespassed on plaintiff's purchased land, or on the reserve. It was also contended that plaintiff's marked line coincided with the north boundary of Sutherland's pre-emptive lease. Plaintiff asked for nominal damages only; the action being brought simply to try a right.

Mr. Healey addressed the jury for the defence.

Mr. Stephen replied.

His Honour summed up. Defendant, his daughter, and Foster were in law perfect strangers, when the right to cross another's land was involved. The reserve left the land in the ownership of the lessee for all purposes but those of travelling stock; the lessee has the exclusive right to the reserve except as against persons using it for the purposes for which it was made. It appeared to his Honour that travelling stock did not mean stock in the position of defendant's. The use by defendant was a private not a public use. In this case defendant had no right to cross the reserve. His stock was not travelling stock in the true sense of the word. The Scab Act did not affect the case in any way. If the jury found that defendant's sheep were on any part of the reserve north of the line that plaintiff had marked, they must find a verdict for plaintiff. As to the amount, plaintiff did not ask for substantial damages, the jury, after retiring about ten minutes, returned a verdict for plaintiff, damages one farthing. His Honour certified for costs.

## Supreme Court.

TUESDAY, FEBRUARY 20,

(From the *S. M. Herald*.)

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(Before his Honor Sir William Manning and a jury of four.)

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The jury, after retiring about ten minutes, returned a verdict for plaintiff, damages one farthing. His Honor certified for costs.



The State Archive Insolvency Index dated 23 May 1877 show that both John Hardman and Robert Foster have reached the stage of bankruptcy and are to have their assets seized:

*Sequestration is the act of removing, separating or seizing anything from the possession of its owner under process of law for the benefit of creditors or the state.*

## Insolvency Index

Surname	First Name	Business	Street Address	Locality	Occupation	Sequestration	File Number
FOSTER	Robert	-	-	Bendick Murrell, district of Young	Farmer	23/05/1877	13449

## Insolvency Index

Surname	First Name	Business	Street Address	Locality	Occupation	Sequestration	File Number
HARDMAN	John	-	-	Bendick Murrell	Farmer	23/05/1877	13450

[The Australian Town and Country Journal \(Sydney, NSW: 1870 - 1907\) Saturday 26 May 1877](#), lists the compulsory sequestrations as follows:

### Insolvency Court.

**SURRENDERS.**

Arthur Percy Manton, draftsman, Survey Office, of Woollahra, late of Woolloomooloo. Cause of sequestration: Losses in mining, &c. Liabilities, £755; assets, £20; deficiency, £735. Assignee, Mr. F. T. Humphrey.

John Charles McAlister, of Wagga Wagga, late of Junee, innkeeper. Cause of sequestration: Sickness, &c. Liabilities, £857 17s 6d; assets, £375 12s 6d; deficiency, £482 5s 2d. Assignee, Mr. R. H. Sempill.

Charles William McFarland, of Cooma, labourer, lately residing at Cooma gaol as a warder. Cause of sequestration, want of employment, &c. Liabilities, £27 6s 7d. Assets, £9 17s 6d. Deficiency, £17 9s 1d. Assignee, Mr. A. Sandeman.

Henry Nelson Paget Bayley, of Mudgee, writing clerk. Cause of sequestration, pressure of creditors. Liabilities, £375 4s. Assets, £35. Deficiency, £340 4s. Assignee, Mr. F. T. Humphrey.

Aaron Israel, of Newcastle, boots and shoe importer. Cause of sequestration: Dulness of trade, &c. Liabilities, £1020 12s 5d; assets, £632 16s 9d; deficiency, £387 15s 8d. Assignee, Mr. R. H. Sempill.

Ralph Stephen Pemberton Clay, of Irina Cottage, Nelson-street, Woollahra. Cause of sequestration: Loss through insolvent endorsing a promissory note for a friend. Liabilities, £184 19s 4d; assets, £75; deficiency, £109 19s 4d. Assignee, Mr. S. Lyon.

Ferdinand Augustus Von Hammer, of the baths, Woolloomooloo. Cause of sequestration: Pressure of judgment creditors. Liabilities, £325 2s 5d; assets, £40; deficiency, £285 2s 5d. Assignee, Mr. A. Sandeman.

James Stanbury, of Terrara, Shoalhaven, late of Broken Bay, Hawkesbury. Cause of sequestration: Losses as a storekeeper. Liabilities, £541 18s 4d; assets, £599 4s; surplus, £57 5s 8d. Assignee, Mr. R. H. Sempill.

Henry Brownjohn, of Cavendish-street, South Kingston, out of business. Liabilities, £739 18s; assets, £120; deficiency, £619 18s.

**COMPULSORY SEQUESTRATION.**

John Pring, grazier, of Crowther, Young, v. John Hardman, of Bendick Morrell, Young, farmer. Rule nisi, returnable on June 7th. Assignee, Mr. A. Sandeman.

John Pring, of Crowther, Young, v. Robert Foster, of Bendick, Morrell, Young. Rule returnable June 7th. Assignee, Mr. F. T. Humphrey.

## Insolvency Court.

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### COMPULSORY SEQUESTRATION.

**John Pring**, grazier, of Crowther, Young, v. **John Hardman**, of Bendick Morrell, Young, farmer. Rule nisi, returnable on June 7th. Assignee, Mr. A. Sandeman.

**John Pring**, of Crowther, Young, v. **Robert Foster**, of Bendick, Morrell, Young. Rule nisi returnable June 7th. Assignee Mr. F. T. Humphrey.



The Sydney Morning Herald article of 8 June 1877, shows that the cases relating to John Pring v **John Hardman** and John Pring v **Robert Foster** have been added to the court business listings:

[The Sydney Morning Herald \(NSW: 1842 - 1954\), Friday 8 June 1877, page 2](#)

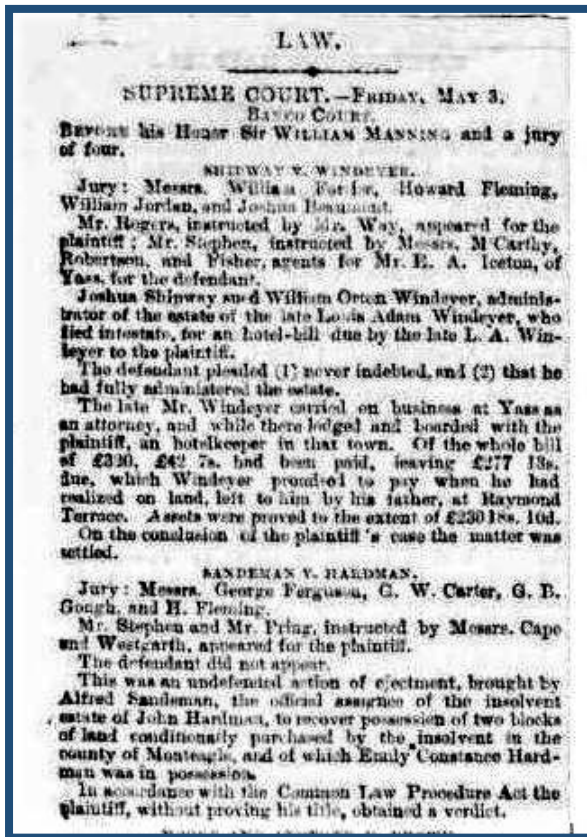
**INSOLVENCY COURT  
THURSDAY**

**Before the Chief Commissioner**

On the application of Mr Westgarth, at the instance of John Pring, his Honour made absolute an order nisi for the sequestration of the estate of John Hardman; schedule and statement to be filed within ten days after service of order.

**INSOLVENCY COURT.**  
**THURSDAY.**  
**BEFORE the CHIEF COMMISSIONER.**  
On the application of Mr. Pitcher, at the instance of Davidson Nicholl, John Cowan, and James Cowan, his Honor made absolute a rule nisi for the compulsory sequestration of the estate of John Ambrose Gallagher; schedule and statement to be filed within ten days after service of order.  
On the application of Mr. Sly, at the instance of Patrick M'Namara, his Honor made absolute a rule nisi for the sequestration of the estate of Thomas Brown; schedule and statement to be filed within ten days after service of order.  
On the application of Mr. Westgarth, at the instance of John Pring, his Honor made absolute a rule nisi for the compulsory sequestration of the estate of Robert Foster; schedule and statement to be filed within ten days after service of order.  
On the application of Mr. Westgarth, at the instance of John Pring, his Honor made absolute an order nisi for the sequestration of the estate of John Hardman; schedule and statement to be filed within ten days after service of order.

**COURT BUSINESS.**  
Thursday, June 8, at 11 a.m. — Before the Chief Commissioner: In re Francis Leigh Riley, motion to release estate from sequestration. Compulsory sequestration—Rules nisi returnable:—1. Davidson Nicholl, John Cowan and James Cowan v. John Ambrose Gallagher. 2. Patrick M'Namara v. Thomas Brown. 3. John Pring v. Robert Foster. 4. John Pring v. John Hardman. Accounts current and plans of distribution for confirmation in the following estates:—1. Estate of William Duff, a first plan, dividend 7s. 6 11-16d. in £ on concurrent proofs, and one preferent proof in full. 2. Estate of John Doonan and Michael Doonan, a second account and first plan dividend 3s. 1 11-16d. in £ on concurrent proofs, and two preferent proofs in full. Also accounts current only, showing the disposal of the realized assets and the balances due to the estates of George Richardson (No. 13,186), and Samuel Bowler (No. 12,920). Montague Levien Salamon, adjourned examination from the 31st of May last.



LAW.  
**SUPREME COURT.-Friday, May 3.**  
Banco Court.

*Before his Honor Sir William Manning and a jury of four.*

**SANDEMAN V. HARDMAN.**

Jury: Messrs. George Ferguson, G. W. Carter, G. E. Gough, and H. Fleming.

Mr. Stephen and Mr. Pring, instructed by Messrs. Cape and Westgarth, appeared for the plaintiff.

**The defendant did not appear.**

This was an undefended action of ejectment, brought by Alfred Sandeman, the official assignee of the insolvent estate of **John Hardman**, to recover possession of two blocks of land conditionally purchased by the insolvent in the county of Montegale, and of which **Emily Constance Hardman** was in possession.

In accordance with the Common Law Procedure Act the plaintiff, without proving his title, obtained a verdict.



The Burrangong Argus  
**Saturday 13 July 1878, page 2**  
Local Intelligence.  
**YOUNG POLICE COURT.**

Wednesday.  
(Before the Police Magistrate.)  
**OBSTRUCTING A BAILIFF.**

[This case was adjourned from Tuesday.]

**J Powell V. J. C. Foster and Mary Ann Hardman.**

**Mr. Scarvell** for complainant.

**Mr. Scarvell** asked for the usual order to be made for witnesses to leave the court, which request defendant Foster also made. Mr. Scarvell said he had been served with a subpoena to appear as a witness in the case, but he claimed a right to remain in court, and quoted authority to show that a witness could not be compelled to leave the court; not only that, but that attorneys engaged in a case, although summoned as witnesses, were always allowed to remain in court. He characterised Foster's application as a trick to get rid of him (*Mr. Scarvell*) and prevent his appearing in the case.

**His Worship** held that a witness could not be compelled to leave the court.

**Mr. Foster** asked his worship to take notice of his objection to Mr. Scarvell remaining in court, but Mr. Robinson declined to do so.

**Mr. Scarvell** in opening the case alluded to some proceedings which took place, arising out of the insolvency of John Hardman, in which Mr. Sandeman, the official assignee, obtained judgment in the **Supreme Court** against Emily Constance Hardman, over some selections claimed by her, but which he (Mr. Sandeman) claimed as being part of the insolvent estate of her father John Hardman.

**Joseph Powell deposed:** I am a bailiff of the Supreme Court; know defendants; received a writ of possession from the sheriff, in the action **Sandeman v. Emily C. Hardman**; I produce the writ; it was to put Mr. Sandeman in possession of certain lands; it contains endorsement of an order for delivery to Mr. Fred Pring; I went to Hardman's place at Bendick Morrell, on 6th of June; I saw Mrs Hardman, one of the defendants; I read the writ to her, and told her I had to give possession of the land mentioned in it to Mr. F. Pring; there are several portions of land mentioned, viz., 40 acres, parish Wambanumba, county Monteagle, selected by John Hardman, on the 17th April, 1873, under 13th section; that was the land on which the house stood, to which I went on 6th June; the writ mentions also 50 acres adjoining, taken up under the 21<sup>st</sup> section, and 40 acres and 80 acres, also taken up under the same section; when read the writ she said it was illegal, because 50 acres had been cancelled by the Government some time ago; she asked me to go to her husband, John Hardman; he came to the house with someone else; I read the warrant again; he said also that 50 acres had been cancelled; I did not take possession then; Hardman said **if Pring gave him time to put up some place he would go out**; I next went on 17th June; went into the house; Mrs. Hardman was there, and Emily Hardman, Ada Hardman, and Mark Foster; Mrs. Hardman said, 'I suppose you've come to turn us out;' I said 'Yes', I had the warrant; I was waiting for a dray, and defendant J. C. Foster came in the meantime; he asked me to let him see the warrant; I let him read it; after reading it he said it was illegal and not worth the paper it was written on; I went out of the house to see Mr. Frederick Pring; before J. C. Foster came Mrs. Hardman handed me this paper (*produced*); it is in J. C. Foster's handwriting; I told them the warrant was sent to me by the sheriff, and I should have to do my duty; after seeing Mr. Pring I went back to the house and took a chair for the purpose of removing it from the premises; Mrs. Hardman said she would not let me remove any furniture; she asked what I was going to do with the chair; I said to take it outside; she took hold of the chair; I asked her if she intended resisting me doing my duty; she said 'Yes;' I then let her have the chair;

I stayed there a while, and J. C. Foster said that if Mrs. Hardman had not resisted he would have done so; he told me before that, that he had told Mrs Hardman to stand in the doorway, so that there should be some force, as they intended to have an action; I was prevented by these proceedings from getting possession of the premises: J. C. Foster was outside the house, while Mrs, Hardman was standing in the doorway; I went with the police on Thursday, 20<sup>th</sup> June, and got possession of the place; both defendants were there then; I gave possession over to Mr. F. Pring. To defendant Foster: I went first on the 6<sup>th</sup> June; you were not there then; did not see Mr. Pring there; made an appointment for the Wednesday following, 12<sup>th</sup> June; did not keep that appointment, because it was raining very hard on that day; next went out on the 17<sup>th</sup>; Mrs. Hardman, Emily, and Ada Hardman, and Mark Foster were present; you came in about an hour, and remained all the time after; I was there till you came; I believe Mark Foster was present when I first went; I received the written caution signed by you; Mrs. Hardman gave it to me ; she told me it was a notice; I took it and read it; she did not say anything further about legal proceedings; she did not mention anything to me about legal proceedings before; on the day she gave me this notice, and before I executed the warrant she said that legal proceedings would be taken ; I showed the notice to Mr. Frederick Pring soon after I received it.

***[The notice, which had been read by Mr. Scarvell when opening the case, was dated 12th June, and addressed to Joseph Powell, bailiff, cautioning him against enforcing a Sheriff's order in Sandeman v Hardman, because the judgment was illegal, fifty acres of the land having been gazetted as cancelled; also, because defendant never had any legal title to the land, as the original selections were improved to the amount of more than £40 before it was selected. It was signed J. C. Foster].***

I attempted to execute warrant and was obstructed by Mrs; Hardman, you were present, also Ada and Emily, Mark and Joseph Foster, and a man whose name I do not know; the obstruction was covered at the back door inside the house; there is a skillion beyond the door; you were present inside the house at the time; do not remember you coming in, in a laughing kind of manner when the obstruction was offered; I remained in the house for a while afterwards; I after that went out and represented the matter to Mr. Frederick Pring; told him I was obstructed in doing my duty; he said I would have to lay the information; he did not say against whom; I came back after that to the house; I believe I told what Mr. Pring said; I did not say 'The old man will not lay the information against Mrs. Hardman; did not say 'It's you who has to lay the information and I shall decline to do so.'

**To the Bench:** There was nothing like that said.

**To defendant Foster:** I shook hands with Mrs. Hardman when I left, a did not say such words as ' Make your mind up, Mrs. Hardman, there will be nothing further about this;' did not say anything like it;

***[Part of paper missing/torn]*** .... witness outside the court had gone away

; left; did not say it was in consequence .....Hardman's going back that the information ..... -there was no violence used by anyone present nor any threats of violence; it would have taken a vast amount of force to have pushed my way out with the chair; Joseph Foster was present all through these proceedings; he was in my employ for that day; I was determined to lay the information after I saw the plaintiff's solicitors; that was on the day the information was laid; I did not inform them on the evening of the 17<sup>th</sup> of the obstruction being offered ; did not see them on this business prior to 2nd July; gave them that caution on the 2nd July; I was sent for on 2nd July by .... Griffin; Mr. Scarvell asked me what I had done towards executing the warrant; I told him the same as in the depositions; I was instructed by the plaintiff, and after I had laid the facts before Mr. Scarvell he advised me to lay the information; I had the warrant in my possession all this time; had not returned it; am not aware that the description of the land is informal; that the warrant is informal through mis-description of the land.



[His worship said that that could have no bearing on the case; the property was in possession of the law, and any resistance if offered was offered to the law.]

**Mr. Scarvell** objected to the description of the land being read.]

Mr. Pring was present when I was advised to lay the information; he did not say anything about it; was not aware that Mrs. Hardman was acting by her daughter's instructions; heard the daughter tell her mother on 21st June to act as her agent; am not aware that Mrs.

Hardman or you were acting as Emily C Hardman's agent.

**To Mrs. Hardman:** I did not say that if you had not gone back into possession there would have been nothing about it; I could have executed the warrant on the day I was obstructed if I had used force; you were not violent; I never said you were; I went afterwards and put you out by force; on the day you obstructed me you told me you would not go out till the police came; there was no resistance except by you.

**To Mr. Scarvell:** Bendick Morell is twelve miles from Young and some distance from a police station; I knew J. C. Foster was living there;

Joseph Foster is a brother to J. C. Foster, and the two defendants are relatives; I hired Jos. Foster's dray to take the things away; in the conversation at your office I told you defendant told me he told Mrs. Hardman to stand in the door and not let me remove anything; that was said on morning of 17th.

**To defendant Foster:** That was after the obstruction.

*Case adjourned till to-morrow.*

## Local Intelligence.

### YOUNG POLICE COURT.

Wednesday.

(Before the Police Magistrate.)

OBSTRUCTING A BAILIFF.

[This case was adjourned from Tuesday.]

J. Powell v. J. C. Foster and Mary Ann Hardman. Mr. Scarvell for complainant.

Mr. Scarvell asked for the usual order to be made for witnesses to leave the court, which request defendant Foster also made. Mr. Scarvell said he had been served with a subpoena to appear as a witness in the case, but he claimed a right to remain in court, and quoted authority to show that a witness could not be compelled to leave the court; not only that, but that attorneys engaged in a case, although summoned as witnesses, were always allowed to remain in court. He characterised Foster's application as a trick to get rid of him (Mr. Scarvell), and prevent his appearing in the case.

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Joseph Powell deposed: I am a bailiff of the Supreme Court; know defendants; received a writ of possession from the sheriff, in the action Sandeman v. Emily C. Hardman; I produce the writ; it was to put Mr. Sandeman in possession of certain lands; it contains enforcement of an order for delivery to Mr. Fred. Pring; I went to Hardman's place at Bendick Morell, on 6th of June; I saw Mrs. Hardman, one of the defendants; I read the writ to her, and told her I had to give possession of the land mentioned in it to Mr. F. Pring; there are several portions of land mentioned, viz., 40 acres, parish Wamambumba, county Montague, selected by John Hardman, on the 17th April, 1873, under 13th section; that was the land on which the house stood, to which I went on 6th June; the writ mentions also 50 acres adjoining, taken up under the 21st section, and 40 acres and 80 acres, also taken up under the same section; when I read the writ she said it was illegal, because 50 acres had been cancelled by the Government some time ago; she asked me to go to her husband, John Hardman; he came to the house with some one else; I read the warrant again; he said also that 50 acres had been cancelled; I did not take possession then; Hardman said if Pring gave him time to put up some place he would go out; I next went on 17th June; went into the house; Mrs. Hardman was there, and Emily Hardman, Ada Hardman, and Mark Foster; Mrs. Hardman said, 'I suppose you've come to turn us out;' I said 'Yes;' I had the warrant; I was waiting for a dray, and defendant J. C. Foster came in the meantime; he asked me to let him see the warrant; I let him read it; after reading it he said it was illegal and not worth the paper it was written on; I went out of the house to see Mr. Frederick Pring; before J. C. Foster came Mrs. Hardman handed me this paper (produced); it is in J. C. Foster's handwriting; I

came Mrs. Hardman handed me this paper (produced); it is in J. C. Foster's handwriting; I told them the warrant was sent to me by the sheriff, and I should have to do my duty; after seeing Mr. Pring I went back to the house and took a chair for the purpose of removing it from the premises; Mrs. Hardman said she would not let me remove any furniture; she asked what I was going to do with the chair; I said to take it outside; she took hold of the chair; I asked her if she intended resisting me doing my duty; she said 'Yes;' I then let her have the chair; I stayed there a while, and J. C. Foster said that if Mrs. Hardman had not resisted he would have done so; he told me before that, that he had told Mrs. Hardman to stand in the doorway, so that there should be some force, as they intended to have an action; I was prevented by these proceedings from getting possession of the premises; J. C. Foster was outside the house, while Mrs. Hardman was standing in the doorway; I went with the police on Thursday, 20th June, and got possession of the place; both defendants were there then; I gave possession over to Mr. F. Pring. To defendant Foster: I went first on the 6th June; you were not there then; did not see Mr. Pring there; made an appointment for the Wednesday following, 12th June; did not keep that appointment, because it was raining very hard on that day; next went out on the 17th; Mrs. Hardman, Emily, and Ada Hardman, and Mark Foster were present; you came in about an hour, and remained all the time after; I was there till you came; I believe Mark Foster was present when I first went; I received the written caution signed by you; Mrs. Hardman gave it to me; she told me it was a notice; I took it and read it; she did not say anything further about legal proceedings; she did not mention anything to me about legal proceedings before; on the day she gave me this notice, and before I executed the warrant she said that legal proceedings would be taken; I showed the notice to Mr. Frederick Pring soon after I received it. [The notice, which had been read by Mr. Scarvell when opening the case, was dated 12th June, and addressed to Joseph Powell, bailiff, cautioning him against enforcing a Sheriff's order in Sandeman v. Hardman, because the judgment was illegal, fifty acres of the land having been gazetted as cancelled; also, because defendant never had any legal title to the land, as the original selections were improved to the amount of more than £400 before it was selected. It was signed J. C. Foster.] I attempted to execute the warrant and was obstructed by Mrs. Hardman; you were present, also Ada and Emily Hardman, Mark and Joseph Foster, and a man whose name I do not know; the obstruction was offered at the back door inside the house; there was a skillion beyond the door; you were present inside the house at the time; do not remember you coming in in a laughing kind of manner when the obstruction was offered; I remained in the house for a while afterwards; I after that went out and represented the matter to Mr. Frederick Pring; told him I was obstructed in doing my duty; he said I would have to lay an information; he did not say against whom; I came back after that to the house; believe I told what Mr. Pring said; did not say 'The old man will not lay the information against Mrs. Hardman;' did not say 'It's the old man who has to lay the information and I shall decline to do so.' To the Bench: There was nothing like that said. To defendant Foster: I shook hands with Mrs. Hardman when I left, I did not say such words as 'Make your mind

Thursday.

*The court resumed at 10 o'clock.*

**J. B. Salmon deposed:** I am bailiff of District Court; know Hardman's place at Bendick Morrell; he has lived there four years; I was there on Sunday last 7th instant; Mrs. Hardman was in the house, and the defendant Foster, also Joseph and Robert Foster were all about; Mrs. Hardman appeared to be the occupant; the others were about the place; J. C. Foster asked me in to have something to eat. To defendant Foster: You met me outside; think you had been in the house; you were not in sight when I got there; cannot say positively that you were in the house; there was mustering of cattle going on; believe that was the reason you were there; you told me you expected some parties to inspect some cattle, and you had not been home more than an hour; you invited me inside to have something to eat, and also Mr. Thomas Kelly; I met Mrs. Hardman's daughter on the road when I was coming in; I do not know whether you were on the land in dispute; I do not know the land in dispute.

**To Mr. Scarvell:** The house I saw the people at was the one occupied by the Hardman family for the last four years.

**To defendant Foster:** I do not think I have ever served you personally with a subpoena or summons.

**Joseph Powell recalled:** John Hardman's family had been occupying the house where the resistance took place for the last twelve months to my knowledge.

**To Mrs. Hardman:** Cannot say that all the family were there.

**Emily Constance Hardman:** deposed in answer to defendant Foster; I reside at Bendick Morrell on the land in dispute; remember the morning of 17th June; was at home on that morning when bailiff Powell visited the place; was not there when he arrived; all the members of our family were present except my father; I went for you, you were not present when the bailiff came; I first saw you at **Soares**; that is about four miles from our place; you were in company with a strange man; I saw him afterwards at our place inside with you; he was outside the court this morning; you were fetching some cattle, seven head; I requested you to come to our place; you did so with the man; saw the bailiff take hold of a chair; you were outside at the time; did not see you interfere at all; am quite certain you did not offer any obstruction; you were outside the skillion door; saw my mother give the bailiff a note; I ordered her to give it him; I told the bailiff I intended to take proceedings against him if he put us out; you wrote the note; I ordered you to do so; I did not see any obstruction offered the bailiff; he could have turned us out the first time if he had tried; I wished him to use a little force so as to have grounds for an action; the bailiff came out on the following Thursday 20th; I was there; he broke the door open with an axe, and came in; I was at home on the 17<sup>th</sup> when the bailiff came out; the bailiff turned my representative out on the Friday; he was there on the Thursday and Friday; I was there too; you went away with me on the Friday; we went to Marengo pound; I left all the others at home but my father; believe the bailiff turned them out after we left; the bailiff and police were there when we left; any action my mother took in this matter, was as my agent; I saw no obstruction offered on 17th.

**To Mr. Scarvell:** I am living now in the house from which the bailiff turned us out; we went back on the day after the bailiff took possession; J. C. Foster went with us; I and my sister and J. C. Foster put the things in the cart; we are living there still; J. C. Foster is not living there; he might be there odd times; he slept there on the Saturday night; heard the bailiff read the writ of possession; I ordered my uncle, J. C. Foster, to write the notice to stop the bailiff; nobody, told me to do so; he did not advise me about it; I will swear he did not; I asked him to draw up the paper to caution the bailiff against turning us out; he put the paper on the table and I took it up; he did not tell me to do anything with it; nor did he tell me what it was for; I read the paper myself; it was cautioning the bailiff against turning us out; it was my own idea to serve him with the notice, and was not suggested to me; this paper produced is the one; I cannot read it out without studying it first; (witness read a portion of the paper) the house is on a forty acre selection, which was my father's and was transferred to me; I hold possession of the place; have not stated that I would hold it with fire-arms; and did not hear that J. C. Foster said so; there are no fire-arms in the house that I know of; I went to look for J. C. Foster on 17th for company and to see what was doing; do not know where he slept the night before; he was not there on 16th; it was not his home; there were several people there on 17th after the bailiff came; my uncle was not there when the bailiff came; remember J. C. Foster looking at the writ; do not remember what he said to the plaintiff; did not listen to it; I had made up my mind not to go out if I could help it; can't, say whether I told J. C. Foster so; it is quite probable that I did; he did not advise me at all;



perhaps he told me to please myself; have heard mother say she'd stop if she could; don't know whether Jas. Foster was present; the affair has been talked over so often amongst us; heard mother say she would stop on if she could; didn't hear Foster say so; will not swear that Foster did not give the notice to my mother; do not remember his doing so; did not hear him saying to my mother to give the notice to the bailiff if he came out; I told my mother she would find it on the chifffonier; had it drawn to be given to him in case I was not present when he came; I did not give it to him on the 17th, neither did I see my mother give it to him; I do not remember saying anything to him; when the bailiff took hold of the chair my mother told him not to take it on; did not see her lay hold of the chair: can't remember what was said; J. C. Foster did not say anything; cannot remember what my mother said; can't tell why I did not say anything myself; I cautioned the bailiff on the 17th against turning us out; that was after Foster came; I had not seen the bailiff or heard anything of him before I went for Foster; went for him because we expected the bailiff out; Joseph and Mark Foster were there;

I was in the bedroom when; the bailiff commenced moving the things; could I not see what he was doing; it was the disturbance brought me out; the bailiff was inside with the chair in his hand; nobody stopped him from taking the chair; he could have taken it out if he liked; I did not see my mother interfere; J.

C. Foster was outside; as far as I could see, nobody interfered with the bailiff to prevent him taking the things out; if my mother had interfered I could have seen it; the bailiff went away without taking possession; he came back on Friday with the police, and had possession; J. C. Foster did not advise me to go back; we were all determined to go back, and took the things back on Saturday; we had not spoken to one another about what we were going to do.

**To the Bench:** I was in the bedroom when the bailiff came; he could not have taken up the chair before he came out again.

**To defendant Foster:** I went to fetch you because there was no male person in the house when the bailiff was expected; I saw the two Mr. Prings outside; I was going backwards and forwards as usual when the bailiff came on the 20th; there was no row on the occasion; there was talking going on; George Sutherland and Edward Soares, and a strange man, and Mark Foster, and my uncle Joseph were outside the house; J. C. Foster was outside.

**To Mr. Scarvell:** I am defendant in the action on which the writ was issued; the house was on one of the selections included in the writ: I had not authority from Mr. Sandeman or Mr. Pring to go back to take possession of the house.

**Joseph Foster deposed,** in answer to defendant J. C. Foster: I reside near the land in dispute; remember the morning of 17th June; saw you first on that morning at Hardman's place; no others were present then; Powell came in afterwards, also Mark Foster and Curran, Ada and Emily Hardman, and Mary Ann Hardman; Powell had engaged me to shift Hardman's things, and I brought a team to do so; was there till Powell went away, and I went away too; there was a slight obstruction offered to Powell; he picked up a chair and went to carry it outside, and Mrs. Hardman told him to put it down; that was the only obstruction; I, Mark Foster, Curran, and Ada and Emily Hardman were the only persons present, besides Powell and Mrs. Hardman; you were outside.

**To Mr. Scarvell:** J. C. Foster was outside when I first saw him; the bailiff and the others were inside; I did not bring the things; the bailiff did not bring them outside; there was nothing to prevent him; Mrs. Hardman only told him to put the chair down; she might have caught hold of the chair; I believe she did; she said,

'In the name of the Queen put it down,' she said it in a laughing joking way; he put the chair down; he was laughing and joking too; he told her she must not let him take the chair outside, she should stop him before he got it outside; I know that if he had insisted she would have let him take the things; he did not like to do so; J. C. Foster stopped outside; I told him what I came for; he said I might have let somebody else do it; the bailiff went to the place before me; did not hear Mrs. Hardman say she would not allow the bailiff to take possession; I know she did not wish to go; J. C. Foster had nothing to do with it; I have heard him say he did not think it was legal; he was living on his selection; I went the second time when the police went and moved the things away; I moved some of the things to Ada Hardman's selection and some to J. C. Foster's; the bailiff never told me he was afraid to take the things; Mark Foster generally lives near Young; J. C. Foster was brought there on the 17th; Emily Constance Hardman came to look for him; don't know what Mark Foster or Cullen went for; have had no conversation with J. C. Foster about the case; he brought me a subpoena to serve last night.

**To J. C. Foster:** I saw you last night; you told me you had no time to stay, that you had to go and find a horse.

*Thursday.*

The court resumed at 10 o'clock.

J. B. Salmon deposed: I am bailiff of District Court; know Hardman's place at Bendick Morrell; he has lived there four years; I was there on Sunday last, 7th instant; Mrs. Hardman was in the house, and the defendant Foster, also Joseph and Robert Foster were all about; Mrs. Hardman appeared to be the occupant; the others were about the place; J. C. Foster asked me in to have something to eat. To defendant Foster: You met me outside; think you had been in the house; you were not in sight when I got there; cannot say positively that you were in the house; there was mustering of cattle going on; believe that was the reason you were there; you told me you expected some parties to inspect some cattle, and you had not been home more than an hour; you invited me inside to have something to eat, and also Mr. Thomas Kelly; I met Mrs. Hardman's daughter on the road when I was coming in; I do not know whether you were on the land in dispute; I do not know the land in dispute. To Mr. Scarsvell: The house I saw the people at was the one occupied by the Hardman family for the last four years. To defendant Foster: I do not think I have ever served you personally with a subpoena or summons.

Joseph Powell recalled: John Hardman's family had been occupying the house where the resistance took place for the last twelve months to my knowledge. To Mrs. Hardman: Cannot say that all the family were there.

Emily Constance Hardman: deposed in answer to defendant Foster: I reside at Bendick Morrell on the land in dispute; remember the morning of 17th June; was at home on that morning when bailiff Powell visited the place; was not there when he arrived; all the members of our family were present except my father; I went for you, you were not present when the bailiff came; I first saw you at Soares'; that is about four miles from our place; you were in company with a strange man; I saw him afterwards at our place inside with you; he was outside the court this morning; you were fetching some cattle, seven head; I requested you to come to our place; you did so with the man; saw the bailiff take hold of a chair; you were outside at the time; did not see you interfere at all; am quite certain you did not offer any obstruction; you were outside the skillion door; saw my mother give the bailiff a note; I ordered her to give it him; I told the bailiff I intended to take proceedings against him if he put us out; you wrote the note; I ordered you to do so; I did not see any obstruction offered the bailiff; he could have turned us out the first time if he had tried; I wished him to use a little force so as to have grounds for an action; the bailiff came out on the following Thursday 20th; I was there; he broke the door open with an axe, and came in; I was at home on the 17th when the bailiff came out; the bailiff turned my representative out on the Friday; he was there on the Thursday and Friday; I was there too; you went away with me on the Friday; we went to Marengo pound; I left all the others at home but my father; believe the bailiff turned them out after we left; the bailiff and police were there when we left; any action my mother took in this matter, was as my agent; I saw no obstruction offered on 17th. To Mr. Scarsvell: I am living now in the house from which the bailiff turned us out; we went back on the day

I am living now in the house from which the bailiff turned us out; we went back on the day after the bailiff took possession; J. C. Foster went with us; I and my sister and J. C. Foster put the things in the cart; we are living there still; J. C. Foster is not living there; he might be there odd times; he slept there on the Saturday night; heard the bailiff read the writ of possession; I ordered my uncle, J. C. Foster, to write the notice to stop the bailiff; nobody told me to do so; he did not advise me about it; I will swear he did not; I asked him to draw up the paper to caution the bailiff against turning us out; he put the paper on the table and I took it up; he did not tell me to do anything with it; nor did he tell me what it was for; I read the paper myself; it was cautioning the bailiff against turning us out; it was my own idea to serve him with the notice, and was not suggested to me; this paper produced in the case; I cannot read it out without studying it first; (witness read a portion of the paper) the house is on a forty acre selection, which was my father's and was transferred to me; I hold possession of the place; have not stated that I would hold it with fire-arms; and did not hear that J. C. Foster said so; there are no fire-arms in the house that I know of; I went to look for J. C. Foster on 17th for company and to see what was doing; do not know where he slept the night before; he was not there on 16th; it was not his home; there were several people there on 17th after the bailiff came; my uncle was not there when the bailiff came; remember J. C. Foster looking at the writ; do not remember what he said to the plaintiff; did not listen to it; I had made up my mind not to go out if I could help it; can't say whether I told J. C. Foster so; it is quite probable that I did; he did not advise me at all; perhaps he told me to please myself; have heard mother say she'd stop if she could; don't know whether Jas. Foster was present; the affair has been talked over so often amongst us; heard mother say she would stop on if she could; didn't hear Foster say so; will not swear that Foster did not give the notice to my mother; do not remember his doing so; did not hear him saying to my mother to give the notice to the bailiff if he came out; I told my mother she would find it on the chesonier; had it drawn to be given to him in case I was not present when he came; I did not give it to him on the 17th, neither did I see my mother give it to him; I do not remember saying anything to him; when the bailiff took hold

of the chair my mother told him not to take it out; did not see her lay hold of the chair; can't remember what was said; J. C. Foster did not say anything; cannot remember what my mother said; can't tell why I did not say anything myself; I cautioned the bailiff on the 17th against turning us out; that was after Foster came; I had not seen the bailiff or heard anything of him before I went for Foster; went for him because we expected the bailiff out; Joseph and Mark Foster were there; I was in the bedroom when the bailiff commenced moving the things; could not see what he was doing; it was the disturbance brought me out; the bailiff was inside with the chair in his hand; nobody stopped him from taking the chair; he could have taken it out if he liked; I did not see my mother interfere; J. C. Foster was outside; as far as I could see, nobody interfered with the bailiff to prevent him taking the things out; if my mother had interfered I could have seen it; the bailiff went away without taking possession; he came back on



**Cornelius Cullen deposed** to defendant J. C. Foster: I reside at Marengo Creek; about six or seven miles from Bendick Morrell; remember seeing you on 17th June last; went to see you on particular business; I overtook you driving some cattle; accompanied you about two miles to within sight of Sutherland's old place; Saw some young woman come to meet you; to the best of my belief she is in court now; I saw you again on the same day at Hardman's; there was some other men at the place; your brother was outside with the team; I understood to remove the furniture; did not see any obstruction offered to the bailiff; did not take much notice; there might have been or there might not; the bailiff was away in and out several times; I was present when he took up a chair; did not know at the time what his business was; did not see any person stop him; such a thing could have been done unknown to me; could not say whether you were in the house at the time; to the best of my belief you were not; you were writing a letter when I first got there.

**To Mr. Scarvell:** The cart was there when I got there; Foster was about a quarter of an hour writing the letter; he went out afterwards; it was no business of mine; I could see there was something unpleasant going on; and did not want to know anything about it; heard something about a chair.

**E. A. Scarvell deposed;** To J. C. Foster: I am a solicitor in this case residing at Young; did not see Powell on the morning of 17<sup>th</sup> June; nor on the morning of 20th June in reference to this matter; did not see him till 2nd July; I sent for him on that morning; decline to say what person was present when I sent for him; decline to say whether I sent for him by Mr. John Pring's instructions; he came; I asked him what had taken place at Bendick Morrell when he went to execute the writ; he told me he went on 17th June for the purpose of giving over possession to Mr. F. Pring; that he took a horse and dray with him to take the things away; that the two defendant's and Emily and Ada Hardman were there; that he read the writ and explained what he was about to do; that the defendant Foster said it was illegal and the writ was not worth the paper it was written on; that he (Powell) said he'd have to perform his duty, and thereupon took up a chair for the purpose of removing it; that Mrs. Hardman got in front of him, caught hold of the chair, and told him he should not take anything out; that Foster was present at the time and told him he had told Mrs Hardman to prevent the bailiff taking anything away and that if she hadn't done so he would have done so himself; that he was unable to take the things away without resorting to violence and had to get police assistance; that is substantially what was said; I advised him to lay an information against defendants for resisting him; I did not coerce him to lay information; I knew that you were the prime mover in these matters; from examination in Hardman's insolvent estate; believe you laid a claim to some of the ground at that examination; did not advise these proceedings in consequence of the costs not having been paid in Pring v Hardman and Sandeman v Hardman; it was because from what the bailiff informed me I learned that it was a breach of the law, and I advised that it should be punished ; I did not tutor the bailiff; am not in the habit of laying traps for you; will not state what are the costs in this action; I drew up the information willingly; my sole object was to punish both if you were guilty, not to prevent one giving evidence for the other; I have read the writ; am not aware that the description of the land is inaccurate; will not swear that it is not.

**His worship** said that any inaccuracy in the warrant could not affect the case defendants could have a remedy at law, but not in obstructing the bailiff.

**Defendant Mrs Hardman** said she had acted as her daughter's agent. There was no information laid till 2nd July, and there was a plot in summoning both defendants together, in order that they might be prevented giving evidence in one another's defence. She had asked J. C. Foster to write the notice.

**Defendant Foster** stated that he was induced by his niece to write the letter, merely to give notice to the bailiff, as there were legal proceedings pending. The obstruction offered by Mrs Hardman was very slight, and was only to prove to the Supreme Court that the people in the house did not go out willingly.

**Mr. Scarvell** submitted that the preponderance of amount of evidence was in favour of defendants, but that the evidence of complainant was more worthy of credence. The bailiff only went out in the course of his duty, and had no object in bringing the present action but to vindicate his position. It was plain that force was used to prevent his taking the things away. He submitted that the evidence of Emily Constance Hardman with reference to asking Foster to write the notice was unreliable. He characterised the statement of Joseph Foster with reference to what the bailiff said as incredible, in the face of the fact that the bailiff went afterwards and broke open the door with an axe. The defendant, Mrs. Hardman, he argued had been led into the affair by Foster and the substantial punishment ought to fall upon him,

**The police magistrate** held that an obstruction had been offered, and the evidence was sufficient to identify the defendant Foster as one of the obstructionists; but there was no violence as far as he could gather. He

considered that the remarks of Foster that the writ was not worth the paper it was written on amounted to a threat, and were meant to deter the bailiff from doing his duty. It seemed to him that Foster was the prime mover in the obstruction, and that the case against him was clearly proved in law. A public officer was not to be intercepted in his duty.

**After asking Mr. Scarvell if he had any application to make about professional costs, he fined Mrs Hardman £1 1s, costs of court, and professional costs £1 1s; - in default imprisonment for one week. Foster was fined £5, cost of court 4s 6d. and professional costs £1 1s, to be recovered by distress; in default, imprisonment for one month.**



The Burrowa News (NSW: 1874 - 1951) Friday 15 November 1878 p 2 gives some indication of the fight taken up by all the Hardman family to retain their property at Bendick Murrell.

**FORCIBLE ENTRY AND DETAINER**  
Ada Ann Hardman and Emily Constance Hardman were charged with having, with another evil-disposed person unknown, at Bendick Morrell, on the 10th July, by force of arms unlawfully entered a dwelling in the possession of Alfred Sandeman, and since kept out of possession the said Alfred Sandeman.  
Mr. Russell appeared for the defence; Mr. Scarvell assisted in the prosecution. Accused pleaded not guilty.  
The Crown Prosecutor, in opening the case, explained that the prosecution partook more of the nature of a civil than a criminal one. The law prescribed a punishment for the offence, but it did not follow that the punishment would be put in force, the object being more to give possession to the rightful owner of the property. He asked the jury to divest themselves of any sympathy they

Burrowa News: Friday 15 November 1878

**YOUNG GENERAL SESSIONS**

**Wednesday, November 6**

**(Before his honour Judge Forbes)**

**FORCIBLE ENTRY AND DETAINER**

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**Alfred Sandeman**, and since kept out of possession the said Alfred Sandeman.

**Mr. Russell** appeared for the defence; **Mr. Scarvell** assisted in the prosecution.

**Accused** pleaded not guilty.

**The Crown Prosecutor**, in opening the case, explained that the prosecution partook more of the nature of a civil than a criminal one. The law prescribed a punishment for the offence, but it did not follow that the punishment would be put in force, the object being more to give possession to the rightful owner of the property. He asked the jury to divest themselves of any sympathy they might have for defendants, and remember that the object of the trial was not so much to punish them as to give possession of the property to Mr. Sandeman or his agent. The proceedings were taken under an old statute which, although not often put in force, was passed for the purpose of preventing such a resort to violence as that which took place at Binalong lately, and for which Mrs. Lehane and Dalahunty were prosecuted.

**The Judge** asked Mr. Russell whether defendants were ready to give up possession of the property, as in that case proceedings need not be continued it not being the intention of the prosecutor to punish the defendants.

**Mr. Russell** said his instructions were that defendants did not forcibly enter on the premises, and did not keep forcible possession from the proper owner. He did not admit the title to the property set up by the prosecution.

**His Honour** said the question of title could not be tried by this court.

**Joseph Powell** deposed: I received the writ produced directing me to put into possession of certain lands at Bendick Morrell [sic]. Mr. Frederick Pring, as representative of Mr. A. Sandeman; in pursuance of the writ I went on 20th June to the land therein mentioned; showed defendants the writ; had read it to them on the previous Monday; Mr. Pring came about half an hour after I arrived: I went to see him; while I was away the door was closed; I had been in before: the two defendants and their mother were inside; I knocked at the door the second time; Mrs. Hardman said 'Who's there'; I said, 'the sheriffs bailiff with a writ of possession on behalf of Mr. Pring'; She said, 'you shan't come in'; I got an axe and prized the door open; I removed the things out and on the following day got possession of the property; Mr. Pring was there on the 21st; I put Mr. Pring into possession.

**To Mr. Russell:** I know the land described in this warrant by its being pointed out to me by Mr. Pring; I will swear the house is on the land described in this warrant: I did not run the lines of the forty acres ; there are other forty acres there. (The Judge read the writ to the jury in which the land was described as having been conditionally purchased by John Hardman on the 17<sup>th</sup> April 1873, with additions purchased in following December, and in April 1864, also other portions purchased in the following October.) Will swear the house I saw the girls in is situated on the 40 acres on Crowther Creek ; it is not the only 40 acre on Crowther Creek; it is the first piece of land they selected ; Mrs. Hardman told me so; there is another 40 acres owned by them; they have claimed some more land about two miles away.

**To the Judge:** I told them I was sheriff's bailiff on 21st June; they gave me possession.

**To Mr. Russell:** Mrs. Hardman would not go out till I took her by the arm; on 17th June Mrs. Hardman stopped me taking a chair; I did not tell her to do so. (His Honour could not see that this had anything to do with the case, even if it could be proved that the sheriff made a mistake in taking possession of the wrong place. The sheriff's officer must not be resisted, but a remedy could be obtained afterwards.) I got peaceable possession on the 21st; I had the police there; I removed the things outside and left the police there; the girls did not resist me.

**To the Crown Prosecutor:** I was resisted on a former occasion by the mother, who was fined at this court; am not aware whether defendants were present.

**Frederick Pring deposed:** Am agent for Alfred Sandeman, and was put into possession on 21st June of certain land under this, writ; I know the land described; I went into the hut and afterwards left; I went on 11th July; the house is on the original selection ; on that day I went to the back door and found it fastened ; I knocked at the door and a woman's voice answered 'Who's that'; I gave my name, she asked my business ; I told her I held possession of the place and wished to get in ; the voice replied, 'you have no right here and you can't come in': I said, 'you have no legal right and had better let me in quietly'; another voice called out, ' if you come in I'll put a ball through you'; I again told them to let me in and got the same answer ; I then went round to the other side of the house ; through the glass window I saw both defendants inside the house ; my father asked them what they would do if we did get in ; Emily said, 'We'll scald the pair of you' ; father asked whom they had got inside; she said, ' Is it likely we are going to tell you' ; we went to about a hundred yards distance and heard a shot in or near the house ; I have not been to the house since; believe defendants are still occupying it.

**To Mr. Russell:** Am not aware that the uncles were at the Police Court at Young on the 10th ; did not see defendant's father there on the 11th ; did not look for him ; I did not see any one shooting round there; people might do so some times; the land is on my father's run; I put my hand to the door, it wouldn't open ; one of the boundary riders went with me; it was arranged at the police court on the 30th July that if defendants promised to go out these proceedings would be stayed; I was appointed to get possession; I did not go; I heard they were still going to stop there; I have not been there since, the proceedings were continued because they did not leave the place; the obstruction took place on the 11th; will not swear it was not on the 10th; did not see the man inside; decline to answer whether my father is the owner of the property.

**To the Crown Prosecutor:** The case was adjourned at the police court to allow of defendants to leave; they refused to go and the case afterwards went on.

**John Pring deposed:** I am father of the last witness; know the land described in the writ ; know the hut: went there on the 10th July; my son went first and I joined him; we went to the front door; saw defendants through the glass window; as we were passing one of them said, ' you shall not come in here, if you attempt to come in we will throw scalding water over the pair of you'; I asked who the man was who was inside; one of them said, ' It's not likely I'm going to tell you'; I told them I'd seriously advise them to take care what they were about: they said they did not care ; we did not make any forcible attempt to get in; heard a report of firearms in the direction of the house when we had got about 70 yards away; the house is on the creek on Crowther Creek run.

**To Mr. Russell:** I have not been to the house since; I am not the owner of this land; I brought an action against Hardman in the Supreme Court, and got a verdict against him.

**E. A. Scarvell deposed:** I conducted the prosecution against these two defendants in the police court; an arrangement was made and put on the depositions that the proceedings should be stayed if defendants left the premises. (The memo on the depositions was read). The arrangement was made in open court; the case was adjourned till the 30th, and then defendants refused to give up possession.

**Mr. Russell** addressed the jury for the defence, submitting that the proper course of the prosecution would have been an action for trespass, and that defendants would then have been allowed to give evidence in their own behalf. He characterised the proceedings as vindictive and a persecution on the part of the owner of the run, and argued that no force had been used to put Mr. Pring out or keep him out.

**The Crown Prosecutor** replied, stating that an action for trespass would not have met the case, inasmuch as it would not have put Mr. Sandeman or his agent, Mr. Pring, in possession of the place.

**His Honour** summed up, directing the jury that the only question they had to try was whether defendants forcibly entered the house and used any force to keep out Mr. Pring. If the evidence with regard to the threats used was true, defendants must be guilty. The writ of the Supreme Court had been resisted, and if the evidence about the threats were true, there was proof of an intention to hold by force, which also established a forcible entry.

**The jury** retired at 23 minutes to 2, and returned into court at 7 minutes to 2 with a verdict of **not guilty**.

**There was a clapping of hands in the court**, which was immediately suppressed.

**His Honour** thought that the clapping of hands was unseemly, and ought not to have taken place, as in his opinion there had been a gross failure of justice.

**The Crown Prosecutor** expressed himself as being of a similar opinion.



This advertisement in the [Burrangong Argus](#), early in 1879 by John Pring begs the question as to whether or not there may have been some involvement by the Fosters or Hardmans!

Burrangong Argus, 15 January 1879:

£100 REWARD

I hereby offer a reward of £100 for such information as shall lead to the conviction of person stealing sheep from my paddocks. My sheep are branded O near side of face.

Crowther, Marengo.

JOHN PRING

[The Burrangong Argus](#)

**Saturday 12 April 1879 – Advertising Section , page 3**

[and](#)

**Saturday 19 April 1879 – Advertising Section , page 3**

[and](#)

**Wednesday 23 April 1879 – Advertising Section , page 3**

*Listed the Public Auction of the Insolvent Estate of John Hardman as follows:*

INSOLVENT ESTATE OF JOHN HARDMAN.  
**210 Acres Conditionally Purchased Land,**  
**F. A. Brock**  
HAS received instructions from Alfred Sandeman, Esq., Official Assignee in the above estate, to sell  
BY PUBLIC AUCTION,  
At Mr. David Hughes's Royal Hotel, Young,  
**On Thursday, 24th April,**  
at 11.30 a.m.,  
All the Official Assignee's right, title, and interest in and to all those 210 acres, or thereabouts, of Conditionally-purchased Land, situated at Bendick Morrell, about 15 miles from the Town of Young, and known as **Hardman's Selections**. These Selections consist of 40 acres, or thereabouts, on Koorawatha, or Crowther Creek, in County of Monteagle, Parish of Wambanumba, commencing at a peg on the left bank of the Creek, opposite Rowan's 200 acres; thence west, south-west, and the Creek; conditionally-purchased by the insolvent on the 17th April, 1873, under the 13th section of the Act of 1861, together with 170 acres, or thereabouts, additional to the above.  
Notifications have been issued by the Minister for Lands that he is satisfied that the conditions of residence and improvements have been completed in respect of the whole of the above selections.  
Further particulars as to title, &c., may be obtained on application to the Auctioneer, or Bearell and Gordon, Auctioneers, Young.

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Further particulars as to title, &c., may be obtained on application to the Auctioneer, or Scarvell and Gordon, Solicitors. Young.

[The Sydney Morning Herald article of 20 November 1879](#), shows that John Hardman and family has lost their fight and their land to John Pring in a Supreme Court action.

[The Sydney Morning Herald \(NSW: 1842 - 1954\), Thursday 20 November 1879, page 6](#)

LAW REPORT

SUPREME COURT.-WEDNESDAY, Nov 19

Jury Court. - (Before his Honour Sir WILLIAM MANNING and a jury of four.)

**PRING v. HARDMAN.**

This was an undefended action of ejectment to recover possession of a piece of land, portion of the plaintiff's station.

Mr. Pring (Mr. M. H. Stephen, Q.C., with him), instructed by Messrs. Cape, and Westgarth, agents for Messrs. Scarvell and Gordon, of Young, appeared for the plaintiff.

His HONOR granted speedy execution for possession of the land.

**John Pring - "The Law" - "Court"**

Over the years, John Pring (**squatter**) spent a considerable amount of time and expense being implicated in disputes that ended up in the Local Court (Young) or the Supreme Court (Sydney).

John Pring obviously had the financial resources to take matters to the Supreme Court – impoverished **selectors** like John Hardman and Robert Foster were obviously “crushed” by the system.

In legal matters, John Pring obviously had the support and influence of his son [Robert Darlow Pring](#) who was called to the Bar in 1874 and eventually was appointed to the Supreme Court in 1902.

**PRING, ROBERT DARLOW (1853–1922)**

by **W. G. McMinn**

This article was published in [Australian Dictionary of Biography](#), Volume 11, (MUP), 1988

Robert Darlow Pring (1853-1922), judge, was born on 29 January 1853 at Mangoplah near Wagga Wagga, New South Wales, second son of **John Pring, squatter**, and his wife Elizabeth Newnham, née Tooth. He was educated under [Rev. G. F. Macarthur](#) in 1866-70, first at Macquarie Fields, then transferring with him in 1868 to The King's School, Parramatta, where Pring was dux, school captain and colour sergeant. After attending the University of Sydney (B.A., 1873; M.A., 1875), he read in the chambers of [\(Sir\) M. Henry Stephen](#) and was called to the Bar on 15 December 1874. He rapidly developed a reputation for legal learning and skill in pleading, and built up a large common-law practice, becoming expert in the labyrinthine New South Wales land laws. At Ashfield on 11 July 1882 he married Mary Jane King, a great-granddaughter of [Governor King](#).

After a brief term as an acting justice, Pring was appointed to the Supreme Court bench in 1902. As a judge he was impatient of legal technicalities, and his willingness to cut through them to expedite hearings led, during his early years on the bench, to some of his judgments being upset on appeal. Utterly humourless, given to *ex cathedra* moralizing, he was occasionally baited by the more lively barristers: he once threatened to commit for contempt the leader of the Federal Opposition, [\(Sir\) George Reid](#), who delighted in upsetting his solemnity. By 1912, however, he was generally considered to be one of the calmest and best lawyers on the bench.



## Hardman Family - Move to Monteagle

The Hardman family were now dispossessed of their land - animosity was most likely quite intense.

John and Mary Hardman and their family soon moved to Monteagle.

John Hardman was appointed as Monteagle Postmaster on the 18 February 1884 with a token allowance of 10 pounds per year and he and his family's life continued.

The scars of being driven into insolvency by John Pring would have remained for quite some time.

*The full story of John and Mary Ann Hardman as well as the members of the Foster family are told in separate articles.*