

The Proceedings of the Old Bailey

WILLIAM SWINDLEHURST, JOHN BAXTER LANGLEY, EDWARD SAFFERY, Deception > fraud, 22nd October 1877.

761. WILLIAM SWINDLEHURST (52), JOHN BAXTER LANGLEY (60), and EDWARD SAFFERY (40), were indicted (with JOHN SHAW LOWE, not in custody), for unlawfully conspiring by false pretences to obtain 9,312l. from the Artizans', Labourers', and General Dwellings Company, Limited.

The ATTORNEY GENERAL, the SOLICITOR GENERAL, MR. BOWEN and MR. STRAIGHT conducted the Prosecution; SIR. HENRY JAMES, MR. COOPER, and MR. LOCKWOOD appeared for Swindlehurst, MR. WILLIS, Q. C., and MR. BESLEY for Langley, and MR. SERJEANT BALLANTINE and MR. HORACE AVORY for Saffery.

SIDNEY CASBORNE. I am a clerk in the Joint Stock Registry Office, Somerset House—I produce the articles of association of the Artizans', Labourers', and General Dwellings Company, Limited—it is signed in the usual way by seven subscribers for fifty-five shares—the first is James Shaw Lowe, of 125, Devonshire Road, Middlesex, commission agent—he took ten shares—the date of registration is 8th January, 1867, and the memorandum is signed on 31st December, 1866—the second subscriber is William Swindlehurst, of 41, Guildford Place, Kennington Lane, Surrey, engineer, for ten shares. The object of the Company is the purchase or acquirement from time to time of leasehold, copyhold, or other land situated within the metropolitan district, and the erection thereon of dwellings for the labouring classes, and of buildings to be used as schools and working men's clubs—the capital is 250,000l., which was originally divided into shares of 10l. each. Article of association 61 states that directors attending any meeting of the board shall be entitled to 1l. 1s. as remuneration for their services—article 109 is as to the appointment of officers, and states that William Swindlehurst, of Kennington, shall be the first secretary, at a salary of not less than 150l. a year—on 21st December, 1869, special resolutions were passed, which were confirmed in January, 1870, and instead of the 109th section, in its original form, I find a resolution that the words "shall be the first secretary" shall be expunged, and the words "permanent secretary" inserted in their place—on 8th October a further resolution was passed, which was also duly confirmed and registered, "That the capital shall be increased from 250,000l. to a million"—the first list of shareholders is to December, 1868, and the last is to 1876.

ROBERT COLLIER DRIVER. I am an auctioneer, of 4, Whitehall—in 1874 All Souls' College, Oxford, entrusted me with some property close to the Harrow Road, consisting of seventy-one acres two perches—I advertised it for six weeks in all the principal London papers and in the local papers, the auction to take place in April, 1874—the property was divided into five lots—these (produced) are my particulars of sale—lot 2 was sold to Messrs. Kelly, builders, for 10,000l., and 1,000l. deposit was paid and the contract signed—that consisted of sixteen acres, three roods, thirty-five perches—on 16th April, two days afterwards, Saffery called on me—refreshing my memory from my diary, I told him that the price of lots 1, 3, 4, and 5 as a whole would be 30,000l., and nothing less would be taken—those lots were not sold at the auction, as there was not sufficient bidding, and they were bought in—my impression is that Saffery said that he was looking out for an estate for a building society—he came again on 23rd April, 18/4, and I have entered, "Attending Mr. Saffery, when I told

him the price was 22,000l. for lots 3, 4, and 5, and that a portion of the purchase money might be on mortgage; that I. would not negotiate with anybody else for one month, and that a deposit of 10 per cent. would have to be paid—the deposit was not for keeping it open—on 18th Hay I saw him again, and have entered, "Attending Mr. Saffery, when he offered to purchase lots 3, 4, and 5 for 22,000l. if he Could purchase; lot 2 for 10,000l.;" that was the lot we had sold to Kelly at the auction—on the 22nd I have, "Attending Mr. Longcroft with Mr. Saffry and Mr. Kelly, and conferring as to the proposed purchase of lots 3, 4, and 5, and the relinquishment of lot 2, agreed to defer matter till tomorrow for certain preliminaries"—Mr. Kelly had been in communication with Mr. Saffery on the subject of selling the lot he had bought, and I believe he wanted several thousand pounds as a profit upon the transaction, as he, being a builder, would lose his profit through not covering the land with houses; and at a meeting at our office, not sought by me, the preliminaries were arranged as to the price Mr. Kelly was to pay to Mr. Safford I presume—Mr. Longcroft was there, but I do not think he took any part in the discussion; I only knew that he was a solicitor—I did not know for whom, nor had I heard of the Artizans' Company at that time—on 23rd I have an entry, "Attending Mr. Saffery with Mr. Surtees, cancelling the original agreement of lot 2, returned deposit of 1,000l. less 20l., and entered into fresh agreement with Mr. Saffery for the sale of lots 2, 3, and 4 for 32,000l., receiving contracts, &c."—this (produced) is the contract that was executed—All Souls' College are the vendors, and the Artizans' Company the vendees—this is the original agreement with Kelly cancelling lots 2, 3, 4, 5. (This was dated 23rd May, 1874, purchase money 32,000l., deposit 3,200l., signed Chas. N. Longcroft, on the part of the Artizans' Dwellings Company.) On 20th July Saffery came again and offered me 8,000l. for lot 1—I think he called again on 7th August, when I did not see him—I saw him on 12th August, when he said that he wanted another fortnight, and I gave him till the 28th instant, the purchase to be paid to the commissioners, and we were, if possible, to get a mortgage—this (produced) is a copy of the contract which was prepared, and I signed it on 23rd September—it is for the sale of lot 1 for 8,000l., and a deposit was paid of 800l.—I have not got the original.

Cross-examined by Me. Serjeant Ballantine. I have a memorandum of a letter to Mr. Purvis, the land agent—I cannot give you the date of it; it was some time in August, and a letter, dated 23rd July, from Saffery Brothers to Mr. Purvis—with regard to all the lots I was dealing with Saffery as the probable purchaser—I knew no one else in the matter, and he negotiated with me in a very straightforward manner—I had a certain price given me by the Bursar at which to sell, and not less, which was fixed by the copy-hold commissioners—those were the prices I gave to Saffery, and I gave him a certain point which was afterwards extended, and I should not have sold it to anybody else during that interval—Kelly bought lot 2 for 10,000l., and an arrangement was made in an adjoining room between them for Kelly to abandon his purchase for 3,000l., and the 1,000l. deposit was paid back.

Cross-examined by Sir Henry James. The Harrow Road estate was rather more than seventy acres, and when Kelly's lot 2 was taken away, that left above fifty-three acres—Kelly bought lot 2 by auction, and I tried to get the best price I could—I knew of his obtaining 4,000l. from Saffery—this (produced) is a document entered into between Saffery on behalf of the Company and Messrs. Kelly—Saffery told me when he wanted to purchase lots 3, 4, and 5, that it would depend upon his buying lot 2 from Kelly, and he wished me to negotiate with Kelly as to the amount he would take by way of profit, but I left them to settle it between them, saying; that I could be no party to it—the property in Harrow Road afforded great facility for building purposes—property in the

neighbourhood had been increasing in value, and this had been for sale for years—the land contained brick-earth—building operations had been largely extended in that district—they had built up to the very verge of the property, and there was a railway station close by, and any part of the City and West End could be easily reached by Broad Street or Victoria—the property runs along land increasing in value.

Re-examined. I do not know where the money came from that Kelly got—I was no party to the transaction—when the agreement was cancelled this agreement (produced) was handed to me—this other agreement is with Mr. Longcroft—this I am a party to, but the other I am not.

CHARLES NEEDHAM LONGCROFT . I am a solicitor, of 1, Clement's Inn, and have been in the profession eight years—I know the three defendants and also Mr. Lowe, who is not here—in 1869 or 1870 I was appointed solicitor to the Artizans', Labourers', and General Dwellings Company, Limited, through Mr. Swindlehurst's intervention, who was then manager and secretary of the Company—I had known him about a year before that—I did not know any of the other defendants before I was appointed—Swindlehurst was not a director when I joined, but he became a director about two years afterwards—from 1870 downwards he remained chairman—Mr. Lowe was a director when I joined, and continued so down to this prosecution, but he did not act on any committee that I know of—I do not know that there was a finance committee—I was aware during 1872 of business being done between Swindlehurst and Mr. Saffery in connection with the Shaftesbury Park estate—I have some notes here made by myself with reference to the Queen's Park estate—I do not keep a diary—the first entry I have is 19th May, 1874, "Attending Mr. Swindlehurst as to the purchase, conferring as to the arrangements, so as to attend to the different interests, and he is to see Mr. Saffery and see me again to-morrow"—I have no doubt Mr. Swindlehurst told me that it was proposed by the Company to buy the estate—I do not recollect whether Mr. Kelly's name was mentioned at that interview, but I believe it was—an arrangement was made for a meeting next day, and on 20th May I saw Swindlehurst again—he showed me the letter, which is in Saffery's writing—(This was dated 20th May, and signed Edward Saffery, offering to sell the estate for 45,312l., 3,200l. to be paid on signing contract, and 16,000l. to remain on mortgage at 4 per cent.)—my entry is " 20th May, attending Mr. Saffery, terms of agreement arranged, and I was to prepare contract"—I did not know then of the interest of All Souls' College in the property, or that it was passing through Messrs. Driver's hands—the contract was prepared on the 21st, and signed on the same day—I did not consult the board before preparing it—I do not think Saffery was present while it was being performed—on the same day I have "Attending Mr. Swindlehurst at Westminster, long conference thereupon, and arrangement with Mr. Langley"—I have an item here saying that I attended Mr. Langley in an interview with Swindlehurst the same day, but I should not like to swear to it because these items are not always correct: they are entered every two or three days, and I have been in the habit of entering not only what took place, but what I intended to do—those entries were generally made within two or three days of the event—I have an entry in my diary of attending Mr. Langley at Lincoln's Inn Fields and arranging further, "and on the same day "Attending Mr. Saffery in the City, when it appeared there was a difficulty between him and Kelly us to this contract, which was not cancelled, and he will see me to-morrow morning"—I did not see the Harrow road property till after the contract was signed—this is the contract—it was prepared on the 21st and signed on that day in my office by Saffery and myself for the Company—(This agreement was dated 21st May, 1874, between Edward Saffery and the Artizans' Dwellings Company for the sale of four plots of land in the Harrow Road for 45,312l., 3,600l. to be paid on signing the agreement 25,712l. on the completion of

the purchase, and 16,000l. to remain on mortgage if required)—I signed that contract by Swindlehurst's instructions—I do not think I saw Mr. Langley or Mr. Lowe before I signed it—I drew the agreement myself—I did not see any contract by which Saffery was equitably entitled to the land, but he told me he was in a position to sell it—it was not drafted before it was engrossed—it was dictated to one of my clerks, not in Saffery's presence, and transcribed from shorthand—I had the letter of 20th May before me at the time—I suppose Saffery read the agreement before he signed it, but it is four years ago, and I cannot swear it—I saw Swindlehurst again on the 21st after the contract was signed, and I see I obtained from him a cheque for 400l. on account of deposit, making 3,600l. in all—I got 3,200l. on 20th May by cheque from Swindlehurst, and on 22nd 400l. more—the 3,200l. was for a deposit on the purchase; the cheque was afterwards paid to Driver's—I do not know whether I received it from Swindlehurst personally or whether it was paid to a clerk or to my bank—I saw Swindlehurst before I went to Driver's—Saffery took me to Driver's, telling me it was necessary to go there to proceed with the purchase—I think the 22nd was the first time I heard Driver's name—the book as to Kelly's contract was referred to, which had not been settled, and I believe Driver said there was a doubt whether any mortgage was stipulated for to remain on the property—I suggested he should write to Oxford, and an appointment was made for the next day, when I again went to Driver's—(Cheque read " May 20, 1874, pay C. N. Longcroft, Esq., or order, 3,200l. deposit, for the purchase of Harrow Road estate.")—this endorsement is mine—the cheque was paid in to my bank on the 13th, but there is a mistake in the banker's book—the body of the cheque is Swindlehurst's writing, and Walters and Hoskins sign it—on 23rd May I was at Mr. Driver's office for a considerable portion of the day, and the two Mr. Kellys were there, and Mr. Saffery, and I believe Mr. Surtees—I was engaged in drawing out these two contracts of Mr. Driver to put in—Mr. Saffery was present when they were signed—I paid 400l. to Mr. Walters and 3,200l. to Mr. Driver, which money I had received from Swindlehurst—I also signed these three contracts with Mr. Driver (produced)—on 20th June I saw Swindlehurst to arrange for the payment to Saffery and to Kelly of the difference between the original contract between Saffery and Kelly, and the amounts of the contracts with All Souls' College—between 9,000l. and 10,000l. was to be paid to Saffery, who, I believe, had asked me for the money previously—at that time the purchase was not actually completed—Swindlehurst said either at that interview or subsequently that he would arrange for these moneys to be paid—I had another interview with him on 13th July and received from him 11,912l. by this cheque (produced) which I believe was given to me personally at Westminster—I did not pay the money to Saffery till 20th July, and I believe Swindlehurst told me to pay him in the size notes in which I did pay him—I paid the cheque into my bank and drew another (produced) on my own account for 9,312l. which I cashed myself over the counter on 20th July—Read, "Pay E. Saffery or bearer 9,312l., C. N. Longcroft"—this endorsement of the notes in which I desired it to be paid was not made by me, but I have no doubt it is right—five 1,000l. notes, thirteen 100l. notes, five 10l. notes, &c.—that was in consequence of instructions I had received from Swindlehurst—I paid them to Saffery at my office—I do not think anybody else was present—Swindlehurst came to my office twice that day, but I did not see him—twelve months afterwards I was paid 800l. for the purchase—altogether it was less than I was allowed by the Law Institution—the stamps amounted to 200l.—I received it from Swindlehurst, I believe—Saffery also paid me fifty guineas for preparing two releases, and there were these extra contracts which I could not charge the Company with—I took a receipt for the 9,312l., but cannot find it—a part of the purchase with Driver was completed on 6th Oct., 1874, on which day 22,000l. was paid into the Bank of England—I received that from the Company—the purchase was subject to the approval of the Copyhold Commissioners, which it

always is as a matter of form—I was to pay Kelly's for his interest 4,000l., and I paid them part and paid the balance about 7th August—I received the money to pay them from Swindlehurst by cheques of the Company; all the cheques were the Company's—I saw Swindlehurst a day or two before 7th Aug. in reference to the purchase of lot 1, and believe he gave me verbal directions only—he said that lot I was to be purchased for 10,000l.—I saw Saffery about it on 7th Aug.—I do not remember what he said, but the agreement was drawn up there and then—(This was dated 7th Aug. between Mr. Saffery and the witness, stating that the purchase money for lot 1 was to be 10,000l., half of which was to remain on mortgage at 10 per cent.)—I signed that by Mr. Swindlehurst's instructions; he was not present I believe at the interview between Saffery and me, and I believe he did not know beforehand that the contract was about to be signed—at the time I signed it I had no instructions from Mr. Driver as to lot I—no deposit was made to Saffery upon the 10,000l.—I have no entry of the signature to that contract—Sept. 2nd was the date when I was first placed in communication with Mr. Driver on the subject of lot 1—I could not have seen Mr. Swindlehurst on 1st Sept.; the appointment was made for me to see Mr. Driver directly I returned to England, and I do not think I had returned on the 1st—the contract of Sept. 2nd, 1876, is the only contract on the subject of lot I with the exception of the memorandum of agreement just read—Saffery also signed it—(The agreement was here put in)—the purchase money is there stated to be 8,000l., and in the previous memorandum it is 10,000l.—I do not remember whether anything passed between me and any of the defendants on the subject of the difference between those two figures, or whether it attracted my attention, but if I received the deposit money it would—of course when I saw Mr. Driver I knew that only 8,000l. was going to be paid to the college—I do not remember making any observations about that to any of the defendants or they to me—I paid the 800l. to Mr. Driver; it was received at my office while I was away by cheque—the cheque for 800l. on the National Bank, Charing Cross Branch, signed J. Lowe, director, is payable to my order, but I never received it—it is endorsed by my clerk and paid into my bank on 14th Aug., 1874—I then drew a fresh cheque—the cheque signed C. N. Longcroft is in the writing of one of my clerks, and the counterfoil also, I believe—I think his name is Wood—that cheque having been paid into my account I paid Mr. Driver by a cheque of my own on 3rd Sept.—Saffery said to Mr. Driver that it was subject to his previous contract, or words to that effect—I said of course, and he suggested that a memorandum should be entered on the contract signed by Saffery and myself—this is it—"I hereby consent to lot I being sold direct to the Artizans' and Labourers' Dwellings Company, subject to the terms of my agreement with the Company, Ed. Saffery"—Mr. Driver was there at the time of the conversation between Saffery and myself—I think the next money paid after that in respect of lot I was paid to the Copyhold Commissioners—2,000l. was paid to Saffery in respect of that on 13th Oct. by Swindlehurst's instructions—I received this cheque from Mr. Swindlehurst—(This was for 2,000l., signed by J. S. Lowe and Mr. Hoskins, directors, and countersigned by Swindlehurst)—that is Mr. Swindlehurst's writing, and so is this counterfoil, and this is Mr. Lowe's signature, who is not here—I endorsed it—I received Swindlehurst's instructions to pay the money to Saffery, not the cheque itself—I sent the cheque to my bank and got from the bank in return in an envelope this cheque of 30th Oct. for 2,000l. to Saffery or bearer—if it was cashed in any particular way, I received instructions from Swindlehurst to that effect, but I do not know whether it was cashed or whether I paid it to Saffery just as it was—I do not remember giving instructions as to how it was to be cashed, but I have no doubt I sent it to the bank by Swindlehurst's directions for bank-notes—I believe I paid Saffery the 2,000l. in notes—I prepared and took a release on 30th Oct., and witnessed Saffery's signature to it—I have it here—it is signed by Saffery and myself—at that time I think the purchase

of lot I was complete with All Souls' College—I think it was included in the 22,000l. which was settled on 6th Oct., 1874—I believe that purchase was cancelled—I do not know when the conveyance was executed—I have not got it, but the money was paid into the Bank of England on 6th Oct., 1874—I have no entry of when it was executed, because it was signed at All Souls' College, Oxford—I do not remember seeing Mr. Langley in respect to the purchase of lot 1—I had no knowledge that any portion of the sum paid to Saffery was to go back to the directors.

Cross-examined by Sir Henry Lutes. I sometimes attended the board meetings, not often—I was aware that Mr. Walton was one of the directors, I learned that he had been a builder—the other directors, Mr. Hoskins, who principally attended, Mr. Russell, Mr. Lowe, and Mr. Langley, principally managed the Company—their object was to obtain property upon which cottages could be built for the poorer class of people who were dispossessed of dwellings elsewhere, where there was early communication with the places where they had to work—the Company increased in prosperity as it went on, and Mr. Swindlehurst apparently gave the whole of his time to its interests, he appeared to work hard and do his best—I know Mr. Mar in connection with the interests of the Company, he was a land agent or surveyor in the Adelphi—I don't remember coming in contact with him, but I have known him very well by name, he was a person upon whom I would have relied—Mr. Walton also had, I believe, a sound practical knowledge of his trade—the first communication made to me as to Queen's Hall estate was on 19th May. 1874, by Mr. Swindlehurst, who was invariably the channel by which communications were made to me on behalf of the Company—I should have been surprised if I had received communications from anybody else—the letter of 20th May was the next thing brought to my attention—I had nothing to do with preparing that letter, that was the first I knew of it—I drew the memorandum of agreement of 23rd May—the wording is mine, I did not receive any directions as to the wording from Mr. Swindlehurst—the deposit money to be paid was 3,600l. or 32,000l. at 10 per cent. on the 4,000l. premium which Kelly was to receive for profit, so that the deposit of 3,200l. had to be increased to 3,600l.—I went to Mr. Driver's with Mr. Saffery—it was openly discussed that Saffery was making over whatever was his supposed interest in the Artizans' Dwellings Company, and that All Souls' College was to convey direct to the Artizans' Dwellings Company—I signed as representing the Artizans' Dwellings Company—there was no concealment—although Saffery had negotiated with Mr. Driver it was I who paid the 3,200l.—there was no concealment about that—I was aware that Saffery had been the agent, and that he was standing out and letting me deal with Driver—there was no concealment about it—I had nothing to do with the negotiation between Saffery and Kellys as to that premium; but when I saw them at Driver's I knew that they were to obtain a premium, 4,000l.—the auction was on 14th April—I knew they were going there to give up the purchase, but the consideration for doing so I did not know till 23rd May—I believe I gave the deposit direct to Kelly—I passed the 3,600l. cheque through my bankers—they received the money from the Company's bankers, crediting it to my account, and I drawing a fresh cheque—obtaining lot 2 was always necessary to the beneficial holding of lots 3, 4, and 5—lot I was an advantageous purchase in the sense of rendering the rest more valuable—I received first 3,600l. deposit, and afterwards a cheque for 11,912l., out of which I paid 9,312l. to Mr. Saffery—everything I received went into the general account, mixed up with my other money, and for a certain time lay to my credit in my bankers' hands under my control, so that I could have drawn it out—I believe Swindlehurst told me the manner in which the cheque for 9,312l. was to be cashed; but I should not like to swear whether it was he or Saffery—I cannot remember telling the board that Saffery was receiving money for his interest in the re-sale; my belief is that they were aware of

it, or else I should have considered it my duty to tell them—I had no desire to keep it from them, and I had every reason to believe they all knew it; the cheques were drawn for separate amounts—this (produced) is an agreement between Mr. Driver and Messrs. Kelly, by which Messrs. Kelly gave up lot 2 for a consideration of 10l., which is a nominal sum—the next agreement was on 23rd May also, by which the price of 4,000l. was to be paid by me to Messrs. Kelly—that arrangement had been made by Saffery, and that agreement would make a valid and binding contract between the parties—my counsel drew this release of 7th August, 1874 (Read), that is a formal release, and it is executed by Messrs. Kelly and Saffery—the next is a conveyance executed between the College and the Company, and the next is between Messrs. Kelly, Saffery, the College, and the Company, dated 18th November—that deed belongs to the Company, that forms their title deed, any of the directors would see what was the transaction carried out—that was prepared by me—if money was raised upon that, that would appear to the solicitor for the mortgagees—I conveyed lots 1 and 2 separately in February—the word "agreed" is left out of the deed of 30th October by which Saffery conveys lot 1—in relation to lot 1 there was no concealment that Mr. Saffery was obtaining the 2,000l. advance—I am doing business for the Company now, and am aware that they have taken several proceedings to recover the sums alleged to have been received by the defendants.

Cross-examined by MR. SERJEANT BALLANTINE. I have no retainer or salary from the Company—I am only paid in the way of costs—I have my own fees—I have attended some board meetings; not most of them; but only when I had notice to attend—no other legal gentleman was consulted—I was their only adviser on all questions connected with law—I took it for granted that Mr. Saffery was to gain more or less by the transaction—if he took exorbitant profits it was my duty to call the attention of the Company to the fact if I knew it—I never asked a question of the directors about that, nor did any of them speak to me on the subject—I mean to represent to the jury, that no communication passed between me and my client on the subject—the question of amount had nothing to do with me—I do not advise the Company as to the price they are to pay, and I never thought it necessary to inquire—I did not know, but I have since ascertained that a gentleman named Spence originally introduced the whole affair to Saffery—I think Mr. Swindlehurst mentioned Spence with reference to Shaftesbury Park—I cannot say whether his name was mentioned in relation to Queen's Park—I knew Spence was being sued—a large portion of the Queen's Park property has been built over since its purchase by the Company, as much as 900 houses, they are also occupied very quickly—I think it is a very valuable property.

Re-examined. I believe the proceedings were taken by the committee of investigation; the prosecution is by the Treasury; it has nothing to do with the Company—I should call Spence a general agent—I have known him personally—I never asked Saffery what he was getting, and he did not tell me—I first heard that he was obtaining 2,000l. when the contract was signed—my attention had been directed to the fact that the cheque was for 800l., and not for 1,000l.—I left for the Continent on 9th August, and returned home on 1st or 2nd September—when I said that there was no concealment I meant that the amount appeared on the contract with Driver—by my pass-book the cheque for 9,312l. was paid into my bank on 13th July, 1874; my balance was then 650l., and 2,000l. was paid in at the same time—nothing was paid in to swell my balance between the time when the 11,000l. was paid in and the 9,000l. was paid out—turning to the other cheques, 3,200l. first, and 800l. afterwards, it appears that the sum paid out came from the money which was paid in before—as to the deed of 1st August, I received the information embodied in it principally from the document which had been signed—I do not think it was drawn by counsel—both Saffery and the

solicitor told me that there was a contract between Kelly and Saffery—the same answer applies to the recital between the Kellys and Saffery.

Wednesday, 24th October, 1877.

CHARLES TAYLOR . I am cashier to the Artizans' Dwellings Company, and have been between five and six years in their service—I produce the minute book—Mr. Swindlehurst was the secretary and manager, and Dr. Langley was the chairman—the minute containing Langley's appointment as a director is dated March 17th, 1870—he was appointed chairman at the same time—Mr. Lowe was appointed a director at the first hoard meeting in January, 1867—the minutes are in Mr. Swindlehurst's writing—the minute relating to Lowe is dated March 12th—I have the minute of May 7th, 1874, relating to the Harrow Park estate—it is signed by Mr. Armstrong and Mr. Walton.—who was acting as chairman—the directors present were Messrs. Hoskins, Lowe, Russell, and Mr. Alfred Walton in the chair—the minute relates to the valuation of the Westbourne Park estate and purchase of 63 acres of land, and is signed by James Marr—there was a board meeting on 3rd June, when Dr. Langley was in the chair, and Messrs. Lowe, Hoskins, and Russell were also present—the minute is signed by J. Baxter Langley—(This minute stated that the Harrow Park estate had been purchased)—there was a further meeting on 4th August, 1874, at which Messrs. Lowe, Hoskins, Baffle, Walton, and Langley were present, Mr. Walton in the chair—(The minute being read referred to a letter from Savory Brothers, stating that if some land which was the most valuable to the Company was not purchased at once it would be sold, the price being 10,000l., and instructing the secretary to purchase)—this minute is signed J. Baxter Langley—the next meeting was on September 3rd; Mr. Hoskins and Mr. Raffle were present, and Mr. Langley in the chair—(The minutes of this meeting related to a plot of land called the Harrow Road estate)—there are—no minutes relating to the receipt by Swindlehurst of 5,500l. on 18th June, 1874, or on any other day, or by Langley of 500l., or by Mr. Lowe in July, 1874, or of 200l. by Langley in October, 1874, or of 600l. by Swindlehurst, or on any other day—the Company's bankers were the National Bank at Charing Cross—these are the Company's cheque books—this cheque of 20th May, 1874, for 3,200l., is Mr. Swindlehurst's writing—it is also signed by the directors, Walton and Hoskins, and countersigned by Swindlehurst—there is also a cheque in favour of C. N. Longcroft for 600l.; 400l. for the Queen's Park estate, and 200l. on account of his costs—that is signed in the same way—I produce Mr. Longcroft's receipts—I produce a cheque, No. 91,112. dated 13th July, 1874, and another dated 24th July, for 1,000l., also in Swindlehurst's writing, in favour of Mr. Longcroft, also a cheque dated 13th August, 1874, for 800l., in Mr. Wood's writing—these cheques are signed by Mr. Lowe and Mr. Hoskins, and countersigned by Swindlehurst—the cheque of 25th September, 1874, for 2,200l., is signed and countersigned by the same persons, and also the cheque of 29th October, for 2,000l., which was drawn by Mr. Longcroft—I have not searched the books to see if there are minutes authorising these payments, but I will do so—there are minutes authorising the drawing of cheques—Mr. Lowe, and afterwards Mr. Lowe and Mr. Botley, were the finance committee—they acted for about six months together, and Mr. Lowe alone for about eighteen months, or perhaps two years—Mr. Swindlehurst's salary was 500l. a year—the directors had no fixed salary—they had a guinea for attendance, and whatever the shareholders passed fit their meeting.

Cross-examined by SIR. HENRY JAMES. I became cashier at the end of 1874—Swindlehurst generally drew the cheques—they were drawn and signed in blank, and then I made an entry—the cheques were drawn for the estate, just the same as for other matters—there was no difference—there was

no concealment—every cheque was signed by the secretary—a number of cheques were paid weekly—an account was kept of the sums paid—I recorded it.

Cross-examined by MR. WILLIS. I have not the share register—audits took place by the finance committee, and there was also an annual audit—the auditors were Messrs. Pearce, Figgins, and Dawson Burns—Messrs. Chadwick, James, and Co. were auditors for two years.

Re-examined. The entire cheque book is signed in blank by the directors, Mr. Walton and Mr. Lowe, or Mr. Hoskins and Mr. Lowe.

JOHN PARKINSON FINCH . I am a professional gentleman practising at Barnstaple—I served Mr. Savory with a notice to produce; I think it was 1 3th October, of which this is a copy.

WILLIAM HENRY LOWNDES . I am a clerk in the Western Branch of the Bank of England, where Mr. Longcroft keeps an account—I have an entry of a cheque of his being cashed in 1874 for 9,312l., but I have not the books—I will fetch them.

CHARLES JOHN WILLIAMS . I am a clerk in the cancelled bank note office of the Bank of England—I produce five Bank of England notes for 1,000l. dated 10th August, 1873, numbered 11785 to 11789, 11789 is endorsed "Swindlehurst," I cannot tell when—I also produce seven 500l. notes, dated 14th November, 1873, numbered from 14522 to 14526, and 32517 and 32515—32517 is endorsed Saffery Brothers—I also produce a 200l. note, dated 12th August, 1873, No. 49734—a 300l. note, dated 13th August, No. 26505—thirteen 100l. notes, dated 5th January, 1874, numbered 70101 to 70112, and 64300—and a 10l. note dated 9th April, 1874, numbered 85060 and a 500l. note dated 14th November, 1873—note No. 14523 is endorsed J. S. Lowe, 6, Dartmouth Park Road—it was changed on 27th July, 1874—I also produce eleven 100l. notes dated 5th February, 1874, Nos. 36239 to 36249—and two 500l. notes dated 14th November, 1873, numbered 32517 and 32515.

Cross-examined by Sir Henry James. Nos. 70109 and 70112 bear the name of Spence—"Swindlehurst" is written by somebody else on 14592, and 36218-9 have Spence written on them.

Re-examined. We always ask for the endorsement to be put on the face, that is the custom—these are the only two that I see that are endorsed on the front—(Mr. Longcroft and Mr. Taylor identified the endorsements as Swindlehurst's and Saffery's writing).

EDWARD FOSTER . I am a process server, and served Swindlehurst and Langley on 13th and 15th October for Mr. Lewis.

Cross-examined by Sir Henry James. I was never clerk to Ashurst and Co.—I serve them and about thirty or forty other solicitors as process server—I have probably served them four or five years.

EDWARD MORRIS CONOLLY . I am clerk to the National Bank, King's Cross—Mr. Swindlehurst kept an account at the Charing Cross branch of that bank—I produce the books—on 24th July, 1874, a 1,000l. note numbered 11,789, dated 15th August, 1873, was cashed for Mr. Swindlehurst for a note for 500l. numbered 25514, and notes numbered 71802-3, 72386, and 73953-4—on 27th July notes 72386 and 73953 came back into the account—I produce the paying in slip—on 28th July, 1874, the 500l. note 15422 was paid into Mr. Swindlehurst's current account—it is dated 14th November, 1873—the number is taken from my book—it is endorsed "Swindlehurst" by our cashier—this paying

in slip of the same day is in Mr. Swindlehurst's writing—the paying in slips do not contain the numbers—on 18th October four 1,000l. notes were paid into Mr. Swindlehurst's account, Nos. 11785 to 11788—I entered them in the book—I produce the paying in slip.

Cross-examined by SIR HENRY JAMES. These notes were paid in in the usual way, and the numbers taken and entered in the waste book.

ALFRED WILLIAM BISHOP . I am a clerk in the Charing Cross Branch of the National Bank—I produce the books—the following notes were paid into our bank to Mr. Swindlehurst's account—on 13th January, 1875, two 100l. notes, numbered 36,243-4, and dated 5th February; on 6th May, 500l. note 32515, dated 14th November, 1874—I have the paying in slip for the 500l. note, the other is lost.

JOHN ALFRED WOODS . I am clerk in the Metropolitan Bank—the prisoner Langley keeps an account there—on 25th July, 1874, a 500l. note, No. 25514, was changed for him, dated 14th November, 1873, and for four 100l. notes, numbered 73243 to 73245, 73326, dated 5th January, 1874; one 50l. note, 22887, dated 6th February, 1874; two of 20l., one of 5l., and 5l. in gold—on 31st October, 1874, we changed for Dr. Langley a 100l. note, No. 36247 dated 5th February, 1874, for three 20l. notes, Nos. 18066 to 18068, dated 7th September, 1874; two of 10l., Nos. 73585-6, dated 9th July, and four 5l. notes, Nos. 87782 to 87785.

Cross-examined by MR. WILLIS. I have been clerk there twelve years—Mr. Langley has banked with us nearly the whole of that time—he was well known to the clerks—his daughter acts as his cashier and book-keeper.

JOHN ALFRED BURGAM . I am manager of the Peckham branch of the London and South-Western Bank, High Street, Peckham—Sarah Ann Roberts kept an account there—I have the books—from the credit waste book I find these amounts were paid in to her account—on 30th July, 1874, 300l., in three notes, Nos. 73245, 71803, and 71802, dated 5th January, 1874; on 31st 300l. in three notes, Nos. 73326 and 73243-4, and dated 6th January, 1874; on 2nd November, 1874, a 100l. note, No. 36246, and dated 5th February, 1874—on 4th August her account was debited with 210l., and on 8th January, 1875, with 230l. paid to Langley—her account was closed on 14th July, 1877.

SARAH ANN ROBERTS . I live at 21, King's Road, Peckham—I am acquainted with the prisoner Langley—this is my pass-book—on 30th July and 1st August, 1874, I paid 300l. in notes into my account, which I received from Dr. Langley as a present—on 4th August, 1874, I drew a cheque to Mr. Langley for 210l., which is destroyed—I do not keep any cheques—on 8th January, 1875, I drew another cheque for 230l., and gave it to Dr. Langley as a present—I did not owe him any money—on 2nd November, 1874, I paid 100l. into my account—I suppose it was received from Langley.

WILLIAM HENRY LOWNDES (re-examined). A cheque was cashed to Mr. Longcroft's account for 9,321l., dated 20th July, 1874, in five 1,000l. notes, Nos. 11785 to 11789 inclusive, dated 15th August, 1873, and five 500l. notes, dated 14th November, 1873, Nos. 14522 to 14526 inclusive, and one 300l., dated 13th August, 1873, No. 26505; one for 200l., dated 12th August, 1873, No. 49734; thirteen 100l. notes, dated 5th January, 1874, Nos. 70101 to 70112 and 64300; and on 13th October, 1874, two 5l.-notes, dated 14th November, 1873, and eleven 1l. notes, Nos. 36249-50. dated 5th February, 1874; another cheque was cashed by Mr. Longcroft the same day for 100l.

DANIEL CALLINGTON . I am a solicitor, of 6, Mansfield Street, Portland Place—I was the solicitor for Mr. Colgrave in the Can Hall property, which consisted of the manor of Can Hall, in the forest of Epping—200 or 300 acres were for sale—the property purchased was 59 acres odd—Saffery came to me in the autumn of 1875, and on 30th December a contract was entered into, and I received 1,000l. deposit in notes from Saffery which I paid into the Joint Stock Bank, Pall Mall—I went to 34, Great George Street to sign the conveyance, and received Mr. Longcroft's cheque—I produce the conveyance—a mortgage was also entered into by the Company for 20,000l. at—4 1/2 percent.—I produce the deed, which is sealed with the Company's seal and witnessed by Langley and Lowe and countersigned by Swindlehurst.

Cross-examined by MR. SERJEANT BALLANTINE. I did not know Saffery before this—he came to me in consequence of advertisements and said he was acting for himself—the abstract of title was sent to his solicitors, Messrs. Cheston, of Winchester Buildings, on 22nd January—Mr. Long-croft attended me subsequently, and produced the deeds to Messrs. Cheston, and wrote for him to complete.

Cross-examined by SIR HENRY JAMES. I heard that Saffery had resold, but not till Mr. Longcroft called on me, which was about the time of the letter as to the requisitions of March 22, 1876—the conveyance came from Mr. Longcroft's office, and was approved by me on behalf of the vendor—Saffery was a party to the conveyance—I have sold three-quarters of an acre of this estate at the rate of 1,200l. an acre—I told Mr. Longcroft I had sold some for 1,000l. an acre and I had done so—I asked 1,200l.—I do not know that I would not have taken less—I have some left now.

RICHARD THORBURN . I am a clerk to the London Joint Stock Bank, Pall Mall—Messrs. Callington keep an account there—on 30th December, 1875. 1000l. was paid into that account by bank notes, one of 500l., No. 1876. 00729, dated 15th June, one of 300l., No. 98484, dated 13th August, and 1877. one of 200l., No. 77196, dated 4th March.

MONTAGUE EVANS . I am chief cashier of the Charing Cross branch of the National Bank, where the prisoner Swindlehurst kept an account—I produce the deposit account—it shows an amount of 3000l.—this is Mr. Swindlehurst's writing on this deposit, showing the drawing out of 2,000l. on 29th December—I also produce a deposit receipt of 1,000l. for the same date—it was paid in a 500l. note, No. 00729, a 300l. note, No. 98484, and a 200l. note No. 79796—Swindlehurst paid 2,000l. into his current account, and kept 1,000l.

CHARLES TAYLOR (re-examined). I have now examined the books and fail to find any minutes authorising the paying of cheques—I now produce the blank cheque book and also the minute book—the first minute is on 6th January, 1876, when Messrs. Lowe, Raffle, Russell, and Langley were present—this minute, like the rest, is in Swindlehurst's writing; it is headed Can Hall Estate. (This minute authorised the purchase of 60 acres.) There is another minute of 29th February, when Messrs. Lowe, Raffle, Hoskins, Langley, and Walton were present, Langley being in the chair—the minute is headed "As to land at Stratford. East End." (This authorised the completion of the purchase of land at Stratford.) On March 14th another board meeting was held; Messrs. Lowe, Raffle, Hoskins, and Walton were present, and Dr. Langley in the chair—the minute is headed Can Hall Estate. (This authorised the purchase of land if a reduction of 50l. an acre was made in the price.) There is another minute of April 4th about the contract with Edward Saffery—there were present Messrs. Lowe, Raffle, Hoskins, Walton, and Mr. Langley in the chair. (This authorised the fixing of the

Company's seal to the conveyance.) There is also another minute of May 9th, there being present Messrs. Hoskins, Raffle, Walton, and Mr. Langley in the chair. (This authorised the payment of the purchase money.) I also produce the cheques relating to this Can Hall estate—the first is March 16th, 1876, for 100l., payable to C. N. Longcroft, and is signed by Messrs. Walton and Hoskins, and countersigned by Swindlehurst—the next is for 19,000l., dated 22nd March, 1876, and is signed by Messrs. Lowe and Hoskins, and countersigned by the secretary—then there is a cheque on May 11th, 1876, to C. N. Longcroft for 8,000l., signed by Messrs. Walton and Lowe, and countersigned by the secretary—the counterfoil of the first two cheques shows that it is in respect of the Can Hall estate—all the cheques were on the National Bank, and all were duly honoured—the total price of the Can Hall estate was 48,000l.—there is no entry in the minute books showing the moneys received by Langley, Swindlehurst, or Lowe out of this sum, or in any books of the Company.

Cross-examined by SIR HENRY JAMES. The cheque-book was kept under lock and key under my charge—a book full of cheques were signed in advance by two directors—the payments were entered in the day-book and then in the cash-book—I have not got the correspondence referred to in the minute of 14th March; I will get them—I do not know how the resolution of 9th May came to be passed.

CHARLES NEEDHAM LONGCROFT (re-examined). The Can Hall estate was first brought to my notice on 16th March, 1876—I had previously heard of a correspondence about it—I received a draft contract from Messrs. Cheston, Mr. Saffery's solicitors, on 7th March—the draft would be returned to Messrs. Cheston—I have a copy of it—I also received a letter referring me to Mr. Callington to proceed with the purchase—I saw Swindlehurst about 8th March, and I have no doubt I showed him the contract—the original price is 51,000l., and no mention is made of a deposit of 1,000l. in the original contract—I received a letter from Messrs. Cheston about 10th March, asking for a deposit—I communicated with Mr. Swindlehurst, and in consequence of what passed the draft contract was altered to its present form—the 1,000l. deposit is inserted in red ink in consequence of what passed—the contract was signed on 16th March by Saffery and myself—there is also a counterpart—I do not know who signed that: either Swindlehurst or myself—it was subject to confirmation at the next board meeting, as regards the mode of payment—on the same day I paid Mr. Saffery 1,000l. by this Bank of England cheque crossed "Alliance Bank"—it is endorsed by him—I also saw Swindlehurst that day, and an arrangement was made for my receiving 1,000l., which I think I had advanced for convenience, and my clerk received it the following day, the 17th—the contract between Saffery and Callington was then in my safe—Saffery brought it—Swindlehurst said he had lent Saffery 1,000l. to prevent his negotiating a contract with anybody else, and that Saffery would deposit the contract with me as security—I credited Swindlehurst with the 1,000l.—I produce the account—I saw Saffery on 17th with respect to how the property should be conveyed—as his contract with Callington ought to have been completed on 25th March, and there was not much time, I suggested that there should be one conveyance with Colgrave and Saffery—I think he said he would see his solicitor—I received the abstract from Saffery's solicitors, Messrs. Cheston—on 21st March I went to the Company's office for the 19,000l.—Swindlehurst was not there—I saw Mr. Saffery and Mr. Cheston that day—I required that Saffery should be a party to the conveyance along with the original vendor—the cheque for 19,000l. was paid by a clerk—on 23rd March, I delivered the requisitions to Messrs. Callington, the solicitors for the vendors, and they and Mr. Saffery saw me on the 24th—Mr. Saffery did not like the conveyance being taken by the two parties at once—he did not care about his client seeing that the person to whom he sold it had sold it for a larger sum,

and suggested that the conveyance should be direct to Saffery, and after discussion the matter was referred to Mr. Burrows, a convincing counsel, and it was arranged that the property should be conveyed direct from the vendor to the Company, and that Mr. Saffery should be a contracting party, and that a mortgage of 20,000l. should be executed—I saw Mr. Saffery again on 27th March, and it was arranged that I should prepare a release of his interest in the property in favour of the Company—Mr. Spence called on me on 3rd April—on the 7th I prepared the release on the chance of our not being able to settle it in any other way, but it was not executed—I saw Mr. Callington on 10th April—I afterwards saw Saffery on the subject, and it was arranged that bills should be given for the instalments instead of cash—I do not know whose arrangement that was—I think I consulted Mr. Swindlehurst—I certainly consulted somebody—I had a special meeting with Swindlehurst to arrange how the conveyance should be carried out—I have an entry on 12th April to the effect that I saw Dr. Langley as to the Can Hall estate,' but I do not remember seeing him—I saw him very frequently, and I have letters to that effect—I believe I did not see him on that subject—the cheque for the completion of the purchase was paid on 12th April—it was my cheque, and made payable to Messrs. Callington for 14,158l. 2s. 6d.—on that day I paid Mr. Saffery 9,408l. 15s. by this cheque to his order on the Alliance Bank—I had previously received a cheque from Swindlehurst for 19,000l. to enable me to make this payment—I gave Mr. Saffery an undertaking to obtain from the Company in the course of a few days an acceptance for 8,000l.—I never received the bills for the Company—I have applied to Swindlehurst for them—he said he thought it would be objectionable for bills of the Company to be given, and suggested that I should see Saffery and arrange for immediate payment—Mr. Saffery had applied for the bills two or three times—I communicated that to Swindlehurst—I paid the 8,000l. to Spence, drawing a cheque and sending to the bank for notes as I had done before, and I handed the notes to Spence—that was in consequence of a letter from Saffery requesting me to pay Spence, and requesting my undertaking for the bills—it is usual to pay a large sum in notes and not by cheque, but it depends upon whom we are dealing with—I do not remember Saffery asking me for the notes—I paid the notes two days after—I refused to pay till I had an undertaking—this is the cheque signed by Saffery and produced to me by Spence—it is dated 12th May, 1876—I do not remember if the cheque was paid in anything else than 1,000l. notes—I have no doubt I instructed my clerk about it—until these proceedings commenced I had no knowledge that the deposit put down by Saffery in the first instance had been found by Swindlehurst, or that any portion paid to Saffery came back into the hands of Langley, Lowe, or Swindlehurst—I have acted as solicitor for Swindlehurst in other matters—I have an ordinary running account with him for investments—on 12th April, 1877, I received from Swindlehurst a 1,000l. note, and paid it into my own bank—it was for specific transactions, and was repaid a month afterwards—I cannot say if it was invested; it was really a loan to me to enable me to make advances—he had interest on it—it was an investment.

Cross-examined by SIR HENRY JAMES. I first heard that Saffery had obtained the agreement of 30th December, 1875, about six weeks before I signed the contract with him, or before 16th March, 1876—I had casually heard of the Can Hall estate twelve months before—I wrote the letter to Swindlehurst of 24th January, 1876—Saffery obtained the contract with Colgrave—the contract was left with me—I have no memorandum when I received it—the agreement was deposited with me as security for 1,000l.—I said Saffery and Swindlehurst were at arm's length, but I did not know why I considered he wanted the contract lodged as security—I dealt in the first instance with Messrs. Cheston, who acted in the usual way for a person selling—I drew the deed of conveyance from

Colgrave—it is dated 24th March, and it was executed on 12th April—the original contract price was 51,000l.—it was afterwards reduced to 48,000l., being a reduction of 50l. an acre—I wished the price to appear on the face of the deed—it was left to me—the fact of a premium being paid is recited in the deed—the receipt is put in the usual way—Mr. Callington witnessed it—it was settled by Mr. Burrows—Swindlehurst and Saffery had nothing to do with the arrangement of the deed—the 8,000l. that Saffery was to receive was to be paid by acceptances in two sets of 4,000l.—I do not remember any objection to that being done at that time, but it was said that it would not do the Company any good—when it was proposed that a change should be made from acceptances to cash, a suggestion was made by Swindlehurst that Saffery should make a rebate on account of receiving cash instead of acceptances—Saffery said he would not consent to a rebate unless he had a mortgage, and insisted upon having the whole sum, and he had to be repaid in full—I came into communication with Spence—I do not know who introduced him, or how the money was to be divided—I have tried to obtain some of this land since for myself—I received a letter on 7th of March from Messrs. Callington about it; 1,200l. An acre was asked for it, and it was said that less than 1,000l. would not be entertained—I got it down eventually to 840l. an acre for thirty-two acres after a portion had been taken away—I saw the land several times—I was offering for myself and a client—I wanted to make money by it—I wanted to buy and resell—it is a common thing for people to become middlemen—I was prepared to so act if I succeeded in buying it—people sometimes deal with private individuals at cheaper rates than they do with companies.

Cross-examined by MR. SERJEANT BALLANTINE. I never "knew the contents of Saffery's contract—it was left with me for safe custody, but I never looked at it—I might have looked at it—the opinion was, that I was the proper person to hold it—I assume that a larger sum of money was to be obtained for the land, but I did not know it—I acted upon that assumption—it did not occur to me to suggest that there was any impropriety in the Company giving a larger sum—I have been in the profession eight or nine years—if I had known of the least impropriety I should not have been a party to it—Saffery originally had a partner.

Re-examined. I was not aware of any money being received by the directors of the Company—I do not know whether the receipt was signed by Saffery on the same day—I never saw Saffery's brother.

WILLIAM HENRY LOWNDES (re-examined). On 13th May, 1876, the cheque signed by Longcroft for 8,000l. was presented for payment and cashed by five 1,000l. notes, 40533 to 40537, dated 15th May, 1875—this is the cashier's book—also four 500l. notes, 20302 to 20305, dated 15th June, 1875; also five 200l. notes, dated 29th January, 1876, Nos. 04512 to 04516.

Cross-examined by SIR. HENRY JAMES. Everything was done in the usual way.

CHARLES JOHN WILLIAMS . I produced further cancelled bank notes, five of 1,000 each, Nos. 40533 to 40536—40533 and 40536 bear the name of Saffery, and 40535 the name of Longcroft, 40534 of Roberts, and "21, King's Road, Peckham," on the face of the notes—I do not think No. 40537 has yet been returned to the Bank of England—I also produce four 500l. notes, Nos. 20302 to 20305, 20302 being endorsed Edward Saffery, and the other three J. S. Lowe on the front—I produce five 200l. notes, Nos. 04512 to 04516, dated 29th January, 1876, 04513 to 04516 show that they are paid into the Metropolitan Bank, and 04512 is stamped London and South Western Bank, Brixton.

Cross-examined by SIR HENRY JAMES. Many of the notes are endorsed legibly and conspicuously on the back or face.

CHARLES TAYLOR . The name of J. S. Lowe is written on these notes, Nos. 2303-4-5—I believe it is Mr. Lowe's writing.

SARAH ANN ROBERTS (re-examined). This endorsement for 1,000l. is Dr. Langley's by my order—I went to the Bank of England and cashed it over the counter with another 1,000l. note which I received from Dr. Langley as a gift—Dr. Langley said he owed some money to his bank, and I begged him to take 800l. and go to his own bank, and he went to the Metropolitan Bank and paid it out of the 2,000l.—I paid some debts, and then put the remainder, about 300l., into my own bank—Dr. Langley went there with me.

Cross-examined by MR. WILLIS. I had my gloves on, so I asked Dr. Langley to write my name for me, and I stood by his side while he wrote it.

CHARLES HENRY WELLS . I am a clerk in the Metropolitan Bank, Cornhill. On the 13th May, 1876, 800l. was paid into Dr. Langley's account in four 200l. notes, Nos. 4503 to 4506, dated 29th January—this paying in slip is in Dr. Langley's name—these are the notes—there is an error in my book, the 4513 is there put 4503.

SARAH ANN ROBERTS (re-examined). I donot remember how I received the 2,000l., but I went with Dr. Langley to the Metropolitan Bank, and waited in a small room while he went into the manager's office.

JOHN ALFRED BURGAM (re-examined). This note, No. 04512, dated 29th January, 1876, was paid into Mrs. Roberts's account on 18th May, 1876.

BERNARD RADCLIFFE . I am a clerk of the western branch of the Bank of England. On 12th April, 1877, I received a 1,000l. note dated 15th May, 1875, and No. 40535 to be placed to the credit of Mr. Longcroft—I produce the paying in slip.

CHARLES NEEDHAM LONGCROFT (re-examined). This is the note I received from Swindlehurst.

FREDERICK RITCHIE . I am a cleric in the issue department of the Bank of England—on 13th May, 1876, I changed this bank note in the name of S. A. Roberts—I gave for it fifty 20l. notes—on 18th May I changed three 500l. notes in the name of Lowe, Nos. 20303 to 20305, dated 15th June, 1875, for four 50l. notes, Nos. 50241 to 50244, dated 18th May, 1875, five 100l. notes, Nos. 58646 to 58650, dated 17th May, 1875, and four 200l. notes, Nos. 07119 to 07122, dated 29th January, 1876.

ALFRED DYSON . I am a clerk in the Charing Cross branch of the Union Bank of London—Mr. James Shaw Lowe had an account there—on 28th July, 1874, he paid in two 100l. notes, Nos. 78377 and 78378, dated 5th January, 1874; and on 4th August four 50l. notes, Nos. 14374 to 14377, dated 6th February, 1874; on 18th May, 1876, a 100l. note, No. 58647, and a 200l. note, No. 07119—I do not know what has become of Lowe—I do not know his balance.

ALEXANDER A. WILSON . I am cashier at the London and Westminster Bank, St. James's Square—Mr. Alfred Walton opened a deposit account there in May, 1876, by depositing 600l. in notes, two 200l.

notes, Nos. 7121-2, dated 29th January, and two 100l. note's, 58649-50, dated 17th May, and I changed a 50l. note for him, No. 50241, dated 18th May—we do not put the year.

Cross-examined by MR. WILLIS. I gave in exchange for the 50l. note a 45l. note and 5l. in gold—he paid in 50l. about two months ago, making 650l.

ALFRED WALTON . I live at 14, Oberstein Road, New Wandsworth—I was a director of the Company—I saw an envelope in my house some time in May, 1876—it contained two 200l. notes, two 100l. notes, and one 50l. note—on the flap of the envelope was written "A present from a friend"—I do not know the writing—I cashed 50l. at my bank, and deposited 600l. for safety till the owner turned up—I had no knowledge of Swindlehurst receiving any money back from moneys paid over either directly or indirectly, or of any money being paid by Saffery to Swindlehurst.

Cross-examined by SIR HENRY JAMES. I am a builder and architect—I became a director in 1869—the purchase of the Queen's Park estate was very much discussed—I saw the report and inspected the land—we took the same course as to the Shaftesbury Park estate—it is the same in all estates—I brought my experience and judgment to bear on the value of the land, and also the surrounding property—I was a party to the resolution to purchase the Can Hall estate after I had inspected it, and the Queen's Park estate, on condition that the price did not exceed 800l., which was a fair price—the Company are still in possession of the Queen's Park estate—the contract has never been repudiated, and buildings have been erected and roads and drains made—no record is kept of inspections of property—we signed the cheques in advance—I consider the 735l. per acre paid in the Queen's Park estate a cheap bargain for the Company—all our business was brought before the board and done openly—the directors only knew of one vendor, Saffery—I supposed he was employed as a land agent to sell it—I had no communication with Saffery; I did not inquire about him—his letters were read to the board; I heard them—the name of no other principal than Saffery was ever given to me—I had every confidence in Mr. Longcroft, and the details of the conveyance were carried out by him—I know that a committee of investigation was appointed—the directors applied to go before them to give them information, but were refused and they refused to hear any evidence but what they called themselves—then the information was laid at Bow Street—Mr. Morris asked me to explain about the 600l., and I said if he could prove to whom it belonged, he could have it at seven days' notice—I suppose he represented the investigating committee—I afterwards gave him the deposit money—I know there are men who buy land and then sell it and make large profits; it is not an unusual thing in Tokenhouse Yard for a person to buy an estate and sell it again the same day for 5,000l. or 6,000l. more than he gave for it.

Cross-examined by MR. WILLIS. Langley and Swindlehurst were indefatigable in their exertions and inquiries, and took great interest in the estates at Liverpool, Manchester, and London, and sacrificed a great deal before the Company was in a good financial position—the Cann Hall estate was two or three months under the consideration of the board before it was purchased.

Re-examined. A land or house agent is one who buys and sells household or landed property, or anything of that kind on the committee of investigation being appointed the directors resigned—I do not know where Lowe is—it is a considerable time since I last saw him.

Thursday, 25th October.

JAMES RAFFLE . I live at Albert Cottage, Hornsey—I was a director of this Company from the commencement—I never knew of the defendants receiving money from Saffery—I never received any.

JAMES THORNTON HOSKINS . I live at Brighton—I was four and a half years a director of this Company—I attended nearly all the board meetings—I was not aware that either of the defendants or Lowe received any money from Saffery at any time—it was never reported to the board—I have not received any—I was a director in 1872 when the Shaftesbury Park estate was bought.

Cross-examined by MR. COOPER. I recollect the Cann Hall estate being purchased—I thought the estates were worth the money, and have seen no reason to alter my opinion—they were eligible sites.

CHARLES NEEDHAM LONGCROFT (re-examined). The Shaftesbury Park estate was purchased in the year 1872—Messrs. Lake were solicitors for the original vendors, Colonel Stringer and others—Mr. Saffery took part in the purchase, and made a profit—this is the release of his interest—he was paid 3,000l.

Cross-examined by SIR HENRY JAKES. I believe it was through Saffery's introduction that the estate was bought.

SAMUEL GIBBS (Detective Sergeant). I have endeavoured to find John Shaw Lowe, but have not found him—I hold a warrant for his arrest—I have made inquiries, and to the best of my belief he is out of the country.

JOHN MORRIS . I am the senior partner of Athirst, Morris, and Co.—I was consulted by the committee of investigation, which consisted of the Hon. E. Ashley, who was chairman, Mr. Samuel Morley, the member for Bristol, Mr. Brassey, and several gentlemen of that standing—I asked Mr. Saffery what became of the large sums which he had received in the shape of profit upon this purchase—he said there were several persons besides himself interested in it—I pressed him to tell me who they were—he said he could not do that—I pressed him strongly to tell me whether any one connected with the Company, either as officer or shareholder, had received a farthing of it, which he indignantly denied.

Cross-examined by MR. SERJEANT BALLAKTINE. Mr. Saffery did not offer to go before the committee if I would pay his expenses—he said he was going out of town for two or three weeks, but would come to town to give me information if I would pay his expenses—I did not offer to do so, as I thought I had got all the information I could get from him, but I told him if I wanted him I would pay his expenses—I had cross-examined him closely—I have not given you the whole of it—he gave me the name of Spence—I did not intend to suppress that name here when examined, but it was a slip—I went to Spence upon Saffery's information—I knew Spence was a partner with Saffery.

Cross-examined by SIR H. JAMES. My conversation with Saffery took place about ten days after the criminal information was laid—I am instructed by a committee of directors, of which Mr. E. Ashley is the chairman, and am now conducting civil proceedings to get the money back—Mr. Spence is not a party—I don't know—my clerk knows.

By MR. SERJEANT BALLANTINE. Mr. Saffery gave me his address at Cookham—I have a note of my conversation with him which I took the same or the next day; probably the next day, in the ordinary course of my business—I cannot tell the precise time—I pledge my oath it was within forty-eight hours—I took it at my office from memory.

Re-examined. My usual course is to take a note of a matter the same or the next day while the matter is fresh in my mind—Mr. Saffery said he was astonished the committee should want any further particulars about the purchase, as it was all perfectly regular and bonafide—I pressed him to tell me some of the details connected with it—he said he had no details, as he had no books of entries of the transactions, as they were of a private nature and beside his ordinary business—he said that the amounts he received were not retained by him, but divided amongst several persons whose names he declined to give—then he said what I have said before about his denying that any officer had received a farthing, and so on—on my pressing him whether he had not some papers or memoranda, and the reason why he had not, he said that there was another person interested with him who took a more active interest in it than he did—I pressed him for his name, and he afterwards gave me the name of Spence—he objected at first to give me his address, but he ultimately did—on my pressing Saffery to see me again he said that he could not do so without coming to town specially, and he would not do that unless his expenses were paid—I asked him whether he was going for a long distance—he said he was going to Cookham, near Maidenhead, on the 10th—the civil proceedings were taken some time after the criminal proceedings.

By MR. SERJEANT BALLANTINE. This note is my clerk's writing, to whom I dictated it—he is here—all my business is conducted in that way—I do not write—the interview with Saffery took place in the lobby of the House of Commons, where Mr. Saffery came, as I had written for an appointment—I did not tell him I had not much time to spare, or anything of the kind—I did not walk arm-in-arm with him up and down the lobby.

Cross-examined by MR. WILLIS. My nephew, who is my managing clerk saw Mr. Walton; I did not—I saw all the directors previous to the prosecution—I saw Dr. Langley the day Swindlehurst was arrested at the Company's offices, where there was an interview between the directors and the committee—I had no suspicion then of Dr. Langley having received any money—I never asked him for any personal explanation.

SIR HENRY JAMES submitted that there was no evidence of the money being the property of the Company as laid in the indictment, in accordance with the words of the Statute 24 and 25 Vic., cap. 96, and that there was no evidence of "taking and applying" the same. As to the charge of conspiracy, the only evidence was the fact of the receipt of the money after the contracts were entered into, which was not sufficient to support the charge; nor was there any evidence of any false pretence.

MR. SERJEANT BALLANTINE and MR. WILLIS urged the same points, and it was further urged by MR. SERJEANT BALLANTINE that Saffery could have no knowledge of the modus operandi of the officers of the Company; all he had done was simply to avail himself of the opportunity of making a good bargain. Can be referred to, "Kingsford v. Merry," 25, Law Journal (Exchequer Cases 166),

MR. BOWEN, referring to "Storey on the Law of Agents" contended that according to the words of the statute, the indictment correctly alleged the money to belong to the Company, and as to the

conspiracy, that there was ample evidence to go to the jury that each defendant was cognisant of the other's proceedings, the result of their joint action being to put the money into their own pockets.

THE COURT was of opinion that there was sufficient evidence for the jury as to the conspiracy—the other points, if necessary, could be reserved.

GUILTY. Recommended to mercy by the jury and prosecution. The Attorney General asked for judgment on the conspiracy counts only. SWINDLEHURST— and LANGLEY— Eighteen Months' Imprisonment. SAFFERY— Twelve Months' Imprisonment.