



# Crime and Punishment

*Minety*

## Claims Court

Trustees of Freedom Lodge of Oddfellows v Jeremiah Greenaway

Edward Gransmore, Jacob Wooley, and James Fox, as Trustees of Freedom Lodge of Oddfellows v Jeremiah Greenaway

Mr G W Haines appeared for the plaintiffs, and Mr T C R Taynton, for the defendant.

Mr G W Haines, in opening the case, said that it arose from the fact that the defendant together with one John Townsend had in the year 1869 become bondsman and responsible in the sum of £40 for George White, he being the treasurer of the Standard of Freedom Lodge of Oddfellows. At the time of White's resignation in 1875, a deficiency of £55 11s 9d was discovered. Only £15 0s 9d was recovered from White, and proceedings were now taken for £40, the amount of the bond.

It was explained that the reason the defendant was sued for the £40 was because the other bondsman had lost an arm and gone away, and the plaintiffs could not recover from him. Mr Haines also complained that the defendant, who is station-master at Minety, did not answer any communications, but rather hid himself away.

John Fream, a builder of Sebert-street, Kingsholm, stated that he had been secretary of the Standard of Freedom Lodge of Oddfellows, since the time defendant signed the bond which witness had attested. Mr White remained treasurer of the society for some time, and at the time of his resignation a deficiency was found of £55 11s 9d. He and other officers applied for the money from Mr White, and proceedings were afterwards taken before the magistrates to recover it; but £15 8s 9d only was obtained, which left the balance now sued for.

Mr White lost his arm, and went away from Gloucester, and was not now in good circumstances. The society was willing to let Greenaway off with £20, if he would have paid the sum.

Cross-examined: They first discovered the defalcations in 1876 or 1877, i.e., eight years after the bond was signed by defendant. Witness first applied to Mr Greenaway about five or six months after they failed to obtain the money from White.

The Judge: But I don't see what the defence is.

Mr Taynton said that he had been instructed by Messrs Mullings and Ellett to elicit the facts of the case. He went on to say that this was a case which showed the folly of a man becoming surety for his friends. It was about 12 years ago that the defendant became bound for a man who at the time was looked upon by everyone as a perfectly respectable man. For 10 years the defendant heard nothing at all of the matter, and it might well be that he had forgotten all about it. His client was only a station-master, and consequently in receipt of only a very moderate salary, and he asked his Honour to give judgement for the smallest amount due, to be paid by small instalments.

His Honour said that £40 was the amount due, and he could only give judgement for that amount, and he was in the hands of plaintiffs as regarded the instalments.

Mr Taynton appealed to Mr Haines to let the defendant off at £20.

Mr Haines explained that overtures had been made to defendant before the trial to arrange the matter for £20 paid down, but he refused; there would now be costs.

Defendant agreed to pay the costs, when Mr Haines said he would confer with his clients upon the matter the next club night.

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