



36 High Street which in the 1890s housed the
Sutton Coldfield branch of Lloyds Bank and
provided residential accommodation for the
manager

Drawing by Kate Brinkworth (2022)

THE CASE OF THE BANKRUPT BANKER

(i) The Loan

It is 1897, the year of Queen Victoria's diamond jubilee. Thomas Eddowes has been practising as a solicitor from 46 High Street Sutton Coldfield for forty-two years. His firm had been known as Sadler and Eddowes when, as a young man, he joined the ailing Richard Sadler as his junior partner. Sadler had died a year later, leaving Eddowes as the sole proprietor. Now, however, the firm was called Eddowes and Son, as Herbert Eddowes had joined his father a few years earlier. Thomas, his wife Margaret and Herbert lived together in Tudor Hill. In May of this year, the firm was consulted by William West, the proprietor of a local sweet shop, regarding money owed to him by Nelson Snelling Caunter, the manager of the Sutton Coldfield branch of Lloyds Bank. It looked like a simple debt-collecting exercise, but as matters developed it became much more complicated.

West had lent Caunter the sum of £100 in November 1896 and Caunter had signed a promissory note agreeing to repay the loan on demand after three months. There were several questions which should have been asked: why did Caunter need £100? why couldn't he borrow it from his bank? how did he expect to raise £100 to repay the loan if demanded after three months? Lloyds Bank had been set up in Birmingham by Sampson Lloyd and John Taylor in 1765, but it was not until 1864 that a branch was opened in Sutton Coldfield, initially at 24 High Street and subsequently moving to 36 High Street (where Richard Sadler and his father had once lived and practised as solicitors). The Sutton Coldfield Savings Bank had been opened in the old Town Hall in 1819, but it closed in 1870 with most of its customers transferring to Lloyds Bank. Although banks had become an established part of everyday life, it was still quite common for private individuals to lend money at 4 or 5% interest, against a promissory note or I.O.U.

West was happy to lend money on an indefinite basis provided the interest was paid by quarterly instalments. The three months was only stipulated as a date after which the loan could be called in if West was himself in need of money or if Caunter defaulted on paying the interest. It is difficult to say what the present-day equivalent of £100 is, but it was a not inconsiderable sum. By way of comparison, £100 was the annual salary of the second master at Bishop Vesey's Grammar School and the assistant teachers earned £20 less. Caunter had been an employee of Lloyds Bank "for many years", according to his own statement, and had been the manager of the Sutton Coldfield branch "for some considerable time". It was a condition of his employment that he should live in the house attached to the bank at 36 High Street. West's sweet shop was also in the High Street (very likely at No 48 next door to Eddowes' office) so that he and Caunter were near neighbours and possibly friends, or at least acquaintances.

Despite West's relatively lowly status as a tradesman, he must have been reasonably well off to be able to lend £100. Caunter, as a professional man holding a responsible position, was of a higher social standing, in a secure job with a good salary and free accommodation; as an unmarried man, he had the services of a resident housekeeper, also an employee of the bank. He was well-respected in the town and had recently been appointed as the treasurer of the Sutton Coldfield Institute, an organisation established in 1853 which arranged monthly concerts and lectures for its members, and also managed a library and reading-room in the Town Hall. West, therefore, had no worries about lending £100 to such a seemingly respectable figure. Furthermore, Caunter owned a property in Lichfield with a value, so he said, of between £200 and £250 after redemption of a mortgage secured on it, and he had agreed to repay the loan when he sold that property. With the benefit of hindsight,

West should have taken a second charge over the Lichfield property, and perhaps he was a little naïve in trusting Caunter's reliability. The first quarter's interest due on 25th February 1897 was duly paid, but three months later things began to go terribly wrong.

On 14th May Caunter was suspended by the Bank. He told West that "he was in trouble in consequence of the General Manager having got to know that he had been buying some shares which the Bank did not allow", but on another occasion he said that "he had an engagement to meet which would necessitate his resignation as Bank Manager if he could not meet it". Perhaps the "engagement" was a legal obligation to pay for the purchase of shares on or before the settlement date. A Lloyds Bank inspector, Sidney Titterton from Moseley, then in Worcestershire, was instructed to take charge of the business at Sutton Coldfield, which might imply that there was some financial irregularity directly affecting the bank. A Mr J.H. Walter was appointed as a temporary manager.

In his statement Caunter says that after his suspension he was "invited by the Bank Officials to send in my resignation as one of its servants. This I did on Friday the 28th day of May 1897". West was informed of Caunter's suspension by a Lloyds Bank clerk on 20th May. On 22nd May Caunter approached West with a petition requesting Lloyds Bank to give favourable consideration to reinstating him. West signed the petition and obtained the signatures of some others, believing that this was the best way of getting repaid. On 27th May West spoke to Caunter and requested repayment of the loan, but, according to West's statement, he "said he was not in a position to pay me then but that he would do so if he was reinstated in his office as manager of the Bank". He also asked West not to tell Titterton about the loan "as it would cause me to lose my situation", but if West did not say anything he felt sure he would be reinstated and would then repay the loan. This was a day before Caunter resigned. It therefore appears that while Caunter was under suspension the bank investigated the allegation against him and decided that he would be sacked unless he voluntarily resigned. West then spoke to Rebecca Harvey, the housekeeper at 36 High Street, on 29th May and was told that Caunter had resigned and left the property without leaving a forwarding address.

(ii) Bankruptcy Petition

At this point West sought the advice of Herbert Eddowes, who recommended filing a petition for bankruptcy against Caunter, rather than merely suing for debt. For the petition to be successful an act of bankruptcy had to be proved. Under the Bankruptcy Acts 1883 and 1890 the acts of bankruptcy included "a debtor departing from his dwellinghouse with the intent to defeat and delay his creditors". Matters moved apace; Eddowes enlisted the help of Arthur Labron Lowe Solicitor of 14 Waterloo Street Birmingham, who specialised in bankruptcy matters. He assisted in drafting the bankruptcy petition, which West signed in the presence of Thomas Eddowes on 2nd June and it was filed by Lowe in the Warwickshire County Court in Birmingham on the same day. Filing a bankruptcy petition was not cheap, as it was subject to stamp duty of £5 and the same sum had to be deposited with the court to cover the possibility of the petition being dismissed with costs against the creditor. Notice was given to Lloyds Bank in the following wording:

To Lloyds Bank Limited Sutton Coldfield Branch.

We hereby give you Notice that we have filed a Petition in Bankruptcy on behalf of Mr William West of this place Confectioner against Nelson Snelling Caunter the late Manager of Lloyds Branch Bank Sutton Coldfield he having committed an Act of Bankruptcy And we also give you Notice not to part with the possession of or allow any person or persons to receive the furniture and effects or any of them which

are now in or upon the premises in High Street Sutton Coldfield until the Petition can be heard or until an order of Court can be obtained in reference thereto

Witness our hands this 2nd day of June 1897

Eddowes & Son

Solicitors Sutton Coldfield

Mem. a like Notice has been served upon Lloyds Bank at their Head Office Colmore Row Birmingham

A copy of the notice was endorsed by John Henry Perry, who lived in Riland Road and was Eddowes and Son's managing clerk, to the effect that he served the notice on the temporary manager J.H. Walter on 2nd June. He also went to Colmore Row to serve the notice on the bank's head office, but was told to go to 4 Bennetts Hill to serve it on the bank's solicitors Messrs Wragge & Co.

In the evening of the same day, Herbert Eddowes went to 36 High Street in the hope of serving a copy of the bankruptcy petition on Caunter, but he was told by the housekeeper that he had left on 29th May and she had reason to believe that he would not return, and that he had not given her his new address. Nevertheless, Eddowes returned to 36 High Street at 9.30 the following morning and on this occasion the housekeeper told him that Caunter had gone away for good, but since the previous evening she had heard from Caunter by letter and his address was 276 Brixton Road London S.W. Eddowes immediately instructed his London agents Messrs Kingsford Dorman & Co Solicitors of 23 Essex Street Strand to serve Caunter with a copy of the petition at his new address, but they reported that 276 Brixton Road was a tobacconist's shop kept by a man named Neville and that Caunter did not reside there, nor was he known at that address. Lionel Bean, a clerk with Kingsford Dorman & Co, swore an affidavit to this effect on 4th June.

The attempt to stop Caunter's furniture and effects being removed from 36 High Street was complicated by the fact that he had already sold them to Mr Thomas Lawley for £200. According to Caunter "this I verily believe was its full value and I so disposed of the said furniture because I had nowhere to remove it to". Thomas Lawley was an auctioneer who lived in Coleshill Street and was in partnership with William Garton trading as Garton & Lawley with offices at 4 Mill Street and also at Walmley. Another notice had been served by John Perry on Lawley on 2nd June:

To Mr Thomas Lawley Auctioneer.

We hereby give you Notice that we have filed a Petition in Bankruptcy this day on behalf of our client Mr William West of Sutton Coldfield Confectioner against Mr Nelson Snelling Caunter the late manager of the Branch Bank at Sutton Coldfield of Lloyds Bank Company Limited he having committed an Act of Bankruptcy And we also give you Notice not to sell remove or otherwise dispose of or interfere with the Furniture and Effects in or upon the House No 36 High Street which belong to the said Nelson Snelling Caunter until the Petition shall have been heard or until an Order of the Court shall have been obtained in reference thereto

As witness our hands this second day of June 1897

Eddowes & Son

Solicitors Sutton Coldfield

Lawley may have been justified in believing that the furniture and effects belonged to him as purchaser, rather than to Caunter as the notice claimed. However, the goods remained at 36 High Street and on 3rd June Lowe made an application to the Registrar of the Court, Henry Glaisyer, "with a view of protecting the said property of the Debtor for the benefit of the Petitioning Creditor and the Creditors generally", and an order was made constituting the Official Receiver as interim receiver and "the

Official Receiver was thereby ordered to take possession of the property accordingly". This seems rather hard on Lawley, who had parted with £200 and could not now sell the goods. He had not been given an opportunity to appear at the hearing.

As Eddowes had been unable to serve the bankruptcy petition on Caunter, not knowing his present address, Lowe made another application to Mr Registrar Glaisyer on 5th June for an order of substituted service by notice published in the London Gazette and a local newspaper. Glaisyer granted such an order, and Lowe instructed Fred Mundy an Advertising Contractor of 86 New Street Birmingham to place the required notice in the London Gazette at a cost of eleven shillings. Eddowes contacted the Office of the Birmingham Daily Post ("the largest circulation in the Midland Counties"). The notice appearing in both publications on 11th June reads as follows:

In the County Court of Warwickshire at Birmingham.

In Bankruptcy. No 47 of 1897.

Ex parte William West.

In the Matter of a Bankruptcy Petition filed the 2nd day of June 1897.

TO Nelson Snelling Caunter of Number 36 High-street Sutton Coldfield in the county of Warwick Bank Manager

TAKE NOTICE that a Bankruptcy Petition has been presented against you to this Court by William West of Sutton Coldfield in the county of Warwick Confectioner and the Court has ordered that the publication of this Notice in the London Gazette and in the Birmingham Daily Post newspapers shall be deemed to be service of the Petition upon you AND FURTHER TAKE NOTICE that the said Petition will be heard at this Court on the 21st day of June 1897 at 3 o'clock in the afternoon on which day you are required to appear and if you do not appear the Court may make a Receiving Order against you in your absence. The Petition can be inspected by you on application at this Court.

Dated this 5th day of June 1897.

Henry Glaisyer, Registrar

Despite the failure to serve the petition on Caunter personally, he got to know about it (as explained below) and he instructed Thomas Gill Tyler of Messrs Tyler & Deighton Solicitors of 174 Corporation Street Birmingham to act for him in opposing the making of a receiving order on the grounds that he disputed that he had committed an act of bankruptcy. A notice to that effect was filed in the court on 16th June.

On 14th June Caunter swore an affidavit, giving his address as apartments at Trianon Lorne Park Bournemouth Hampshire, and saying that on 28th May he was informed through the bank official in charge of the Sutton Coldfield branch that he must leave the house on the evening of that date and not return. This statement was contradicted by the bank inspector Sidney Titterton, who on 18th June swore that he did not on Friday the 28th of May or on any other day inform Caunter that he must leave the house on the evening of that day and not return, the implication being that he could stay at 36 High Street until he had found a permanent alternative address.

Caunter's affidavit also says that after leaving the bank on 28th May he proceeded to the house of some friends at 276 Brixton Road London with a view to obtaining a situation in London and that on leaving Sutton Coldfield he left his address with "the woman who acted as my housekeeper". These statements are at odds with the evidence of William West and Lionel Bean as mentioned above. Caunter's affidavit ended by saying that when West lent him the £100 it was on the understanding that he would repay it when he sold the property he owned in Lichfield.

In reply to Caunter's affidavit, William West and Herbert Eddowes signed a joint affidavit on 18th June in which they confirmed their belief that Caunter had left 36 High Street with the intent to defeat and delay his creditors; West also said that it was not true that Caunter had left his address with Miss Harvey, and he denied that there was an understanding that he would wait for repayment until the Lichfield property had been sold (which wasn't quite what Caunter had claimed). Eddowes set out details of his two visits to Miss Harvey, as mentioned above, and of the failed attempt by Kingsford Dorman & Co to effect service of the petition on Caunter. The affidavit was sworn in the presence of Thomas Vincent Holbeche, a solicitor and commissioner for oaths of 3/5 Coleshill Street who was also the Sutton Coldfield Town Clerk. On the same day West swore a separate affidavit to prove his debt, evidenced by a Note of Hand signed by Caunter on 25th November 1896 for a loan of £100 with interest at 4% repayable on 25th February 1897, but making no mention of any formal demand for repayment, a surprising omission. West also claimed £1.6.0d. in interest from 25th February to 22nd June.

The court hearing had originally been fixed for Monday 21st June, but this date coincided with national celebrations for the sixtieth anniversary of Queen Victoria's accession. The actual anniversary fell on 20th June, but special events were organised over the next two weeks in London and throughout the United Kingdom and the British Empire, and 22nd June was declared to be a public holiday. Eddowes therefore proposed an adjournment of the hearing to Tyler & Deighton, who replied on 19th June:

There is nothing in the Rules or Act requiring our Clients personal attendance on the hearing of the Petition. Monday (having regard to the Jubilee and to the fact that there is not time for us to correspond with our Client) is such a very inconvenient day that we cannot arrange for his attendance but as he has everything to gain and nothing to lose by attending the hearing he will gladly consent to an adjournment to a more convenient date when he shall attend. On the hearing we desire the attendance of your Mr Herbert Eddowes or whoever it was made the enquiries with a view to obtaining substituted service of the Petition; we desire to ask him questions upon facts of which he was then informed and which tend to negative the alleged Act of Bankruptcy. We propose if necessary to read this letter on the hearing.

The last sentence was, in effect, a threat that if Eddowes failed to attend the hearing an application would be made to the court for an adjournment and an order to compel his attendance. Caunter's solicitors evidently thought that the question whether or not he left his address with Miss Harvey before leaving Sutton needed to be gone into more fully. They might very well have hit upon a weakness in West's case, as there is a hand-written memorandum among the file of papers preserved at 46 High Street, which is dated 21st June in pencil:

Mem after West had seen Miss Harvey the Housekeeper the first time and told her the Debtor had gone and left no address West called a second time when Miss Harvey told him under pledge of secrecy where the Debtor had gone. Under this pledge West did not tell even his Solicitor. The address given was Brixton Road.

This memorandum is unsigned, but the handwriting is the same as appears in several documents prepared by Eddowes & Son and must therefore be that of one of the firm's clerks. There is a mystery here, as West mentions only one conversation with Rebecca Harvey in his affidavit, and if she knew Caunter's forwarding address in May, her telling Eddowes that she had received the address by letter from Caunter between the evening of 2nd June and 9.30 a.m. on 3rd June (which seemed at the time like a remarkable coincidence) was a lie. Another mystery is that according to Lionel Bean the address was fictitious.

These mysteries were cleared up in part by another affidavit made by Caunter, filed on 26th June:

1. *I have read the Affidavit of Lionel Bean sworn on the 4th day of June 1897 and in answer thereto say:-*
2. *On leaving Sutton Coldfield on the 28th day of May I went straight to the house 276 Brixton Road London which is the residence of an old Friend of mine named Frederic Neville whose wife carries on there the business of a Tobacconist. I found I could not sleep there so I took a Bed out [i.e. at a lodging house] but spent my time at 276 Brixton Road with my Friend.*
3. *On Sunday the 30th May I left 276 Brixton Road and went to lodge at Trianon Boarding House Bournemouth which is kept by Friends of mine named Harper. I have ascertained that Lionel Bean enquired for me of an assistant in the Tobacconists Shop who had never seen me or did not know me. No enquiry was made of either Mr or Mrs Neville my Friends.*
4. *All letters addressed to me at 276 Brixton Road London were at once posted on to me by Mr Neville and in this way the Bankruptcy Petition sent by post to this address was forwarded to me and by me forwarded to Mr Tyler my Solicitor.*
5. *A week before I left Sutton I saw the Petitioning Creditor and told him my position at the Bank and that I was shortly leaving the Bank and should go to stay with some Friends at Bournemouth. I went to the Petitioning Creditors House for the express purpose of informing him of my true position at the Bank and did so tell him.*
6. *On the evening of Thursday the 27th May I received from Sidney Titterton the letter now produced and shown to me marked "A" copy whereof is as follows*

Copy Letter

Lloyds Bank Limited
Sutton Coldfield
27th May 1897

Dear Sir,

As I am unsuccessful in my attempts to see you personally I have to again remind you that the General Manager is still waiting for your written resignation. He informed me yesterday that if he did not receive it by tomorrow he should be under the necessity of formally terminating your services with the Bank. I enclose three receipts for your signature upon the understanding existing between us on the subject.

Yours faithfully
S. Titterton
Inspector

N.S. Caunter

7. *On the 28th day of May 1897 my Housekeeper Rebecca Harvey informed me Mr Titterton had said to her "If you have any influence with Mr Caunter persuade him not to return that evening to the Bank House".*
8. *Before I left Sutton Coldfield I told my said Housekeeper I was going to 276 Brixton Road London and that I would communicate to her my address. This I did.*
9. *After I was suspended from the Banks service I remained at the Bank House hoping to be reinstated but I was informed I must resign. I left the Bank House on the 28th day of May entirely in consequence of the message conveyed to me by my Housekeeper from the said Sidney Titterton and fully believed that if I did not do so I should be turned out by the Banks orders.*
10. *I informed the said Sidney Titterton I should go and stay with Friends at Bournemouth when I left the Bank.*

If this affidavit can be taken at its face value it goes a long way to proving that Caunter did not leave Sutton with intent to defeat his creditors. However, Eddowes wrote in pencil against paragraph 5 that in his previous affidavit Caunter had said he intended to seek a situation in London, against paragraph 7 “Miss Harvey does not say this” and against paragraph 8 the one word “false”.

Rebecca Harvey also swore an affidavit on 25th June:

1. *I acted as Housekeeper to the Debtor.*
2. *On Friday morning the 28th May 1897 I was informed by Mr Titterton the Bank Inspector then in charge of the Bank that unless the Debtor sent in his resignation the General Manager would send it to him and I so informed the Debtor.*
3. *The Debtor left the Bank House on Friday night the 28th May 1897 and told me to see Mr West the Petitioning Creditor and Mr Bromwich another Creditor and say that he the Debtor would write to them in a few days.*
4. *I sent for both Mr West and Mr Bromwich to come and see me. Mr West did so on the 31st May 1897 when I gave him the Debtor’s message.*
5. *On his leaving the Bank House the Debtor arranged to forward me his address. This he did as No 276 Brixton Road London.*
6. *Mr H.S. Eddowes [sic, Herbert Eddowes’ middle name was Macaulay – his mother’s father was a first cousin of Lord Macaulay – Thomas Eddowes’ middle name was Storer] saw me on the 2nd June. I then informed him I could give him the address on the following morning. I received a letter from the Debtor. I tore the address from the top and gave it Mr Eddowes. This was at 9.30 a.m. on the 3rd June.*

How did she know on 2nd June that she would be able to give Eddowes the address the following day? This part of her story is highly suspect. The affidavit was sworn in the presence of Arthur Hugh Adcock Commissioner for Oaths of Messrs Price Seymour & Adcock Solicitors of 71 Temple Row Birmingham. William Bromwich was a baker and confectioner whose bakehouse was immediately behind Eddowes’ office at 46 High Street.

Thomas Lawley, the auctioneer, also swore a short affidavit before Arthur Adcock:

I was present at Lloyds Bank Sutton Coldfield on Saturday morning the 29th day of May 1897 and in conversation with me Sidney Titterton the Inspector of the Bank told me that Caunter had gone. It was the best thing for him to leave the Bank under the circumstances and that he Titterton had advised him to go.

These two affidavits were made in support of Caunter’s claim that he left Sutton because he was told to do so, not in order to avoid his creditors. It seems pretty obvious that Rebecca Harvey was not telling the whole truth. A more likely sequence of events is that Caunter wrote his Brixton Road address on a scrap of paper and handed it to her before he left Sutton, but on condition that she didn’t tell anyone. On 2nd June she told Eddowes that he didn’t leave his new address. Perhaps Eddowes warned her of the dire consequences of withholding evidence; in any event, she changed her mind and gave Eddowes the address on 3rd June, but not wanting to admit that she had previously lied to him she invented the receipt of a letter from Caunter that very day. She didn’t give the letter to Eddowes, but allegedly tore off the address from it. What she didn’t know was that Caunter had moved from London to Bournemouth on 30th May and it would have been from Bournemouth that Caunter wrote the letter claimed to have been received on 3rd June. The story does not make much sense and was likely to harm Caunter’s case, rather than help it. There were so many contradictions

in the evidence of Rebecca Harvey, Caunter and West and such obfuscation that it is difficult to know who to believe.

With regard to the sale of Caunter's furniture, it was expected that Thomas Lawley would be called on to give evidence at the hearing; the basis of his testimony was set out by him as follows:

May 15th I saw Caunter at Bank and Caunter stated he was suspended and wanted money at once and asked me to buy his furniture. I agreed to purchase the whole except the Musical Instruments for £150. I drew £125 out of the Bank and gave him the money and got receipt. Caunter assured me there would be no objection to a sale on the premises. I offered him £50 for Pianoforte and American Organ [a type of reed or pump organ resembling a harmonium in which air is sucked through reeds; it is a rather bulky item of furniture] and he refused to take it.

May 27th I paid balance of £25 making the £150 and received receipt.

May 29th Caunter left Bank Premises and Wrote me accepting offer of £50 for Piano and American Organ and I sent him money to London in notes.

May 31st I received by post from Caunter the receipt produced copy as follows:

Received of Mr Thomas Lawley the sum of £50 in payment of the purchase of my
Pianoforte and American Organ now in the Bank House Sutton Coldfield, with the
understanding that any excess they may realise over this sum shall be handed to me
as arranged

June 1st I saw Mr Middleton [presumably a Lloyds Bank employee] and he informed me for the first time I could not have a sale on the premises. I engaged Miss Harvey to hold possession of furniture for me.

This timetable indicates that Lawley knew of Caunter's Brixton Road address on 29th May and that money posted to him on that date was received in time for him to send a receipt which was delivered to Sutton only two days later, showing that both Caunter and Royal Mail had acted with exemplary promptness. In the event, Lawley was not required to give evidence at the hearing.

The date for the hearing at the Court House in Corporation Street Birmingham was fixed for 21st June. Eddowes prepared a brief for counsel to represent West at the hearing, which he sent to his London agents, Kingsford Dorman & Co. They in turn instructed Henry Alfred McCardie (1869-1933), a Birmingham-based barrister, born in Edgbaston, who later became a High Court judge and was knighted; he committed suicide in 1933, after which it was discovered that he had large gambling debts and was being blackmailed. Caunter was represented by Mr Tyler. The brief highlighted the discrepancies in the evidence and the contradictions in Caunter's affidavits, which tended to support the claim that he had attempted to defeat his creditors. It also dealt with the furniture and effects, which remained unsold, and although Thomas Lawley had paid £200 for them Eddowes argued that as the agreement between Caunter and Lawley had not been registered with the High Court as required by the 1878 Bills of Sale Act and as "the goods remain still upon the premises and no transfer of possession has taken place, it is hoped that Lawley's title cannot prevail against the Petitioning Creditors and the general Creditors".

At the hearing on 21st June a conditional order was made authorising the sale of the furniture and effects which resulted in the following agreement and undertaking being signed:

re Caunter. We agree to the furniture being sold by Mr Lawley conditionally upon the proceeds of sale less the usual Auctioneer's costs as per bankruptcy scale being paid into Lloyds Bank Sutton Coldfield immediately after the sale in the joint names of Luke J. Sharp [the Official Receiver] and Thomas Lawley
[signed] W. West. Thos Lawley. Thos S. Eddowes. 24th June 1897

I hereby undertake that the amount realised by Mr Lawley shall be paid into the Bank in accordance with this arrangement

[signed] Thos G Tyler 24th June 1897

TO the Official Receiver.

The hearing of the bankruptcy petition was adjourned for a week to enable further affidavits to be filed. Lionel Bean, Kingsford Dorman & Co's clerk, amplified his earlier affidavit, saying:

1. *I went to No 276 Brixton Road London which is a tobacconists shop kept by a man named Neville and enquired at that address for Mr Caunter from a young woman who was serving in the shop who said that she did not know anyone of that name but asked if I meant Mr Cox who is a betting man. I also asked a Policeman on duty outside the house and he said there were only four people living in the house the owner Neville and three women.*
2. *I enquired also at a Public House opposite and the Barmaid said no one of the name of Caunter was living there and she did not appear to know the name.*
3. *For the reasons aforesaid I verily believe that the said Nelson Snelling Caunter has given a fictitious address.*

Mention of a betting man named Cox by the tobacconist's shopgirl suggests a possible explanation to another conundrum that recently came to light, namely that *Kelly's Directory of Birmingham, Staffordshire, Warwickshire and Worcestershire* for 1896 lists three entries under Sutton Coldfield:

Cowx James Wilfred, Bank house [under 'private residents']

Cowx James Wilfred, Manager of Lloyds Bank Limited [under 'commercial']

Lloyd's Bank Lim. (branch) (Jas. Wilfred Cowx, manager), High Street [under 'commercial']

These entries are completely at odds with Caunter's affidavit in which he says that he had been the manager of the Sutton Coldfield branch of Lloyds Bank, living at Bank House 36 High Street "for some considerable time". The only feasible explanation is that he was leading a double life, like Dr Jekyll and Mr Hyde, 'Caunter' being the respectable Dr Jekyll and 'Cowx' the disreputable Mr Hyde. And if in the latter character he was addicted to betting, this would explain his financial problems; the "engagements" he referred to could have been moneys owed to a bookmaker. Although the unusual surname Cowx is pronounced COW-KSS it could easily have been mistaken for Cox.

On 25th June the hearing was again adjourned for four days as Mr McCardie was engaged on another case. On 2nd July the Registrar, Henry Glaisyer, accepted Mr McCardie's contention on behalf of William West that Caunter had committed an act of bankruptcy, and a receiving order (today called a bankruptcy order) was made against his assets, which meant that they vested in the Official Receiver, whose duty it was to liquidate the assets and to distribute the net proceeds between all the creditors, reduced pro rata if there were insufficient funds to pay all debts in full. Glaisyer's notes setting out the reasons for his decision are referred to below.

As far as Lawley was concerned, the court order meant that his payment of £200 would be treated as an ordinary debt, to be paid in full or in part as the case may be along with all the other creditors, without any preferential treatment. Caunter's furniture was removed from 36 High Street for sale by auction at the Crystal Palace in the Royal Promenade Gardens, a twenty-acre amusement park adjoining the west side of Sutton Park (where the Wyndley Leisure Centre now is), which had been opened by Job Cole in 1868. The sale was advertised as follows:

THE CRYSTAL PALACE
Sutton Coldfield
(Five Minutes' Walk from L.&N.W. and Midland Railway Stations)
Unreserved Sale
of the very superior
HOUSEHOLD FURNITURE
and Effects,
Removed from Lloyd's Bank Premises, High Street, Sutton Coldfield
for the convenience of Sale, and late the property of
Mr N.S. Caunter.
THOMAS LAWLEY
(of the firm of Garton & Lawley)
Will sell the same by Auction, on
Wednesday, July 7th,
Commencing at 2.30 Prompt.
Comprising:

A magnificent (quite new) Two-manual Pedal American Organ, in Walnut, by Karn [D.W. Karn Piano & Organ Company, founded in 1867 in Ontario, Canada], (cost £100), very suitable for small Church or Chapel (sold at three o'clock prompt); Dining-room Suite in leather; Very Superior Mahogany Dining-room Table, with two extra leaves; Hall Stand; Marble Timepiece; Valuable large Oil Painting "Mazeppa," by A. Novelli [Pietro Antonio Novelli (1729-1804), a Venetian artist]; Two Oil Paintings, by Thomas; and Paintings by T.H. Elliott; Brass and Iron Bedsteads, and Hangings; Down and Feather Beds, Blankets, Sheets, Counterpanes, &c.; Table Linen; Marble-top Mahogany Washing Stand; Carpets, Stair Carpet and Rods; Mahogany and other Chests of Drawers; Swing Toilet Glasses [mirrors]; Shaving Glass, on Mahogany Stand; Lace and other Curtains; Dinner Service; China, Glasses, &c.; Kitchen Table, Dresser, and Utensils

The piano is not mentioned because it and other items were sold before the auction to Arthur Harris, the new permanent branch manager recently appointed by the Bank, for £107.3.6d., the piano at £31.10.0d. accounting for almost a third of the total. The amount realised at the auction was £130.8.3d. The American organ fetched £41, the oil painting by Novelli £11.10.0d., the two paintings by Thomas ('Cattle Watering' and 'Sheep') £7.5.0d. and the three paintings by T.H. Elliott fifteen shillings. The total paid for the musical instruments was £72.10.0d., considerably more than the £50 originally offered by Lawley, and the total for the other items was £164.11.9d., compared with the £150 paid by Lawley.

In early July Rebecca Harvey wrote to the Official Receiver claiming an allowance of 3/6d. per day from 3rd to 26th June, presumably for having to remain at 36 High Street pending removal of Caunter's furniture. Sharp forwarded her letter to Eddowes who conferred with West, and West agreed to pay Miss Harvey ten shillings in settlement of her claim.

(iii) Appeal

William West's triumph in obtaining the receiving order was short-lived, as on 15th July a notice of appeal was lodged with the Queen's Bench Division of the High Court in London by Messrs Timbrell & Deighton Solicitors of 44 King William Street London E.C. (presumably Mr Tyler's partner Francis John Deighton was also a partner in this London firm, unless it was a relative of his). The grounds for appeal were:

1. *That the Registrar was wrong in law in holding that Nelson Snelling Caunter had committed the Act of Bankruptcy alleged in the Petition vizt. That the Debtor did on Friday night the 28th day of May 1897 or early on Saturday the 29th day of May 1897 depart from his dwellinghouse Number 36 High Street Sutton Coldfield with intent to defeat and delay his Creditors.*
2. *That there was no sufficient evidence adduced on the hearing of the Petition in support of the alleged act of Bankruptcy to warrant the Registrar in holding that the act of Bankruptcy alleged had been committed.*
3. *That the decision of the Registrar was against the weight of evidence adduced on the hearing of the Petition and that on the weight of the evidence the Registrar ought thereupon to have dismissed the Petition with costs.*

This was really saying the same thing three times, but the mention of costs must have caused West to wonder whether the bankruptcy petition was such a good idea after all; he wasn't particularly interested in what an act of bankruptcy was, all he wanted was for his £100 to be repaid. Caunter had to pay £20 to the Bank of England Law Courts Branch as security for costs in case his appeal was unsuccessful. The hearing was fixed for 3rd August.

Eddowes again consulted Arthur Lowe, who wrote on 21st July that there was nothing for him to do until it was seen if Caunter was intending to file any fresh affidavits, but in the meantime he would obtain a copy of Registrar Glaisyer's notes (quoted below). No fresh affidavit was filed. Two days later Lowe wrote again:

I have seen Mr McCardie today and had a good talk with him about the case. He seems to think the Registrar was wrong in making the order and although no doubt he would do his best in the appeal I think I should be inclined to brief either Mr Reed or Mr Muir Mackenzie to lead Mr McCardie if your client will go to the extra expense. As to fees I should have thought 7 guineas [£7.7.0d.] and 5 guineas [£5.5.0d.] about right.

Montague Johnstone Muir Mackenzie (1847-1919) was a London barrister who was a bankruptcy specialist. Eddowes was also taking advice from Kingsford Dorman & Co, who suggested that the hearing would be delayed until after the summer vacation because the judge allocated to the case, Mr Justice Vaughan Williams, might not be available any earlier. Sir Roland Bowdler Lomax Vaughan Williams (1838-1916) had published *The Law and Practice of Bankruptcy* in 1870 which became the standard authority on the subject; he was the uncle of the composer Ralph Vaughan Williams.

Messrs Kingsford Dorman & Co wanted to remove Mr McCardie entirely from the case, as he had expressed doubts as to the prospects of success. Eddowes was concerned that this might be a breach of professional etiquette and he shared this concern with both Arthur Lowe and Kingsford Dorman & Co. Lowe wrote back on 9th August:

I have seen Mr McCardie today upon your letter of 7th inst. He was very pleasant about the matter and said at once that he did not wish for a moment to make any claim to a brief on the appeal, and that, if in your client's interests you desired to brief Mr Muir McKenzie [sic] you were not to consider him in any way. If your client could see his way to have the two counsel I still think Mr McCardie would be very useful, as he is in a position to inform the Court, if the question should be raised, what took place when the petition was before the Registrar.

However, Kingsford Dorman & Co had already decided the issue:

It will be no breach of etiquette to leave out Mr McCardie on the appeal and we have therefore briefed Mr Mackenzie alone whose brief we have marked 4 guineas and one guinea conference. It does not seem probable that the appeal will be heard during the present sitting.

The Trinity term ended on 12th August and the case would not be listed for a hearing until the Michaelmas term, which ran from October to December. Messrs Kingsford Dorman & Co next wrote to Eddowes on 13th October to say that it was not yet known on what day the appeal would be heard, but "we shall learn something definite in a day or two and will write you again". In the meantime it appeared that Eddowes had overlooked paying the Birmingham Daily Post for the notice inserted in that paper in June; he immediately settled their invoice for £1.1.0d.

Another letter from Kingsford Dorman & Co arrived on 15th October:

We understand that according to present arrangements the appeal is likely to be in the paper for hearing on 8th November and not before. The list however will require constantly watching as Court arrangements are liable so often to change.

Finally, Eddowes heard on Saturday 6th November that the appeal would definitely be heard on 8th November and he was requested to attend at Kingsford Dorman & Co's offices in the Strand on Monday morning at about 10 o'clock.

The brief to Mr Muir Mackenzie was similar to the previous brief to Mr McCardie. As no fresh affidavits had been sworn, the appeal would be based on the same evidence that came before Mr Registrar Glaisyer. There were, however, several new points which had emerged. Firstly, it was noted that Caunter's receipt for £50 dated 31st May 1897 had been headed "London SW" despite the fact that he had moved to Bournemouth on 30th May, which implied an attempt to conceal his new address. Secondly, Mr Tyler had apparently conceded at the County Court hearing that Caunter "would no doubt have to be made Bankrupt and that if the Petitioning Creditor would issue a Writ he would accept service so that judgment might be entered up and Bankruptcy proceedings be taken upon a Bankruptcy Notice". It seems strange that Tyler should have said this at the hearing and then encouraged Caunter to appeal against the order. Thirdly, the notes which Glaisyer had made were incorporated in the brief, as follows:

William West called sworn and cross-examined by Mr Tyler:-

I called upon Housekeeper in consequence of a message from her.

She said Caunter gone and he would write in a few days.

Caunter never told me he had been suspended by the Bank.

He asked me not to tell the Inspector about the £100 he owed to me.

He did not tell me he should stay with friends at Bournemouth. He never mentioned Bournemouth to me.

There was no conversation about what he should do if he left the Bank.

I asked him to deposit [put into storage] piano because I thought he would have to leave the bank.

This conversation took place in my garden; he came to see me.

Miss Harvey told me she had told Mr Bromwich, Caunter would write to him in a few days.

Mr Bromwich joins me in these proceedings.

I first heard the Debtors address was 276 Brixton Road on the evening of 2nd June from Miss Harvey.

This was not the first time I had asked for it.

I asked Harvey on 29th May. She may have told me that Debtor said he would send his address. The Bank have not had his address all along.

Re-examined by Mr McCardie:-

Harvey supplied information willingly.

Caunter has not written to me as promised.

Herbert Macaulay Eddowes sworn and cross-examined by Mr Tyler:-

On 3rd June Harvey gave me address 276 Brixton Road. She produced the letter from her pocket at 9.30.

On 2nd June I had called. Harvey did not say in my hearing that she would give me Debtors address next morning.

She had been expecting to hear from him.

I have not been in communication with Lloyds Bank. I have not asked Bank for his address.

Sidney Titterton sworn and cross-examined by Mr Tyler:-

Letter of 27th May was written by me. On 28th May I asked Harvey if Caunter were in the House.

I knew that if Caunter did not resign he would be dismissed the following day.

I do not know or believe that he would have been turned out but I feel quite sure that he would be allowed a few days to remove.

I did not say to Harvey more than this:-

"If you have influence etc. persuade him to send in his resignation as if he does not he will be dismissed." and I remarked "I thought it would be a good thing if he cleared out." I gave no instructions, it was only an expression of my own opinion.

Re-examined by Mr McCardie:-

This was on 28th May.

I am acquainted with the practice of the Bank. I never told Debtor that Bank would turn him out without notice. I never gave him to believe that he would have to leave within a week or two. I had no instructions. I was on Bank premises day by day. I was not there at night. His successor was not appointed.

I think he might have stayed 4 weeks.

Mr Tyler was heard for the Debtor.

Mr McCardie for the Petitioning Creditor was not called upon.

The Registrar found that the Debtor left no address with his Housekeeper. He sent an address later (276 Brixton Road) but this did not reach the Housekeeper till 2nd June after Debtor had left it on 31st May [actually 30th May?]. All knowledge of Debtor was denied at the address on 4th June.

If Debtor told West and Titterton he was going to Bournemouth, the address when it came to hand was not at Bournemouth, but at Brixton Road.

Debtor sent a message to West that he would write to him in a few days – he has not done so.

The Order for Substituted Service of Bankruptcy Petition reached him through the address he gave. Yes, that was too serious a communication to be burked [suppressed, or smothered, the method used by the notorious body-snatchers Burke and Hare to dispose of their victims].

Debtor sold his furniture and disappeared.

The actual going need have nothing to do with his debts – Holroyd v Whitehead “3 Campbell 530” [John Campbell’s Law Reports Volume 3 page 530]

The Debtor knows and intends the necessary consequence of these acts which will be delay. “Coates re Finney 30 L.T.” [Law Times Reports Volume 30]

He concealed his whereabouts, a very suspicious circumstance. “Cave J. at P. 620” [Judge (Sir Lewis William) Cave at page 620]

He promised to write and did not do it.

re “Wolstenholme 4 Morell 262” [Charles Francis Morrell’s Bankruptcy Cases Reports Volume 4 page 262]

re “Baker. 5 Morell 5” [Morrell’s Reports Volume 5 page 5]

He was not away on ordinary business.

His actions would delay and keep off his Creditors. re “McKeand. 6 Morell 240”

“Brandon. Ex parte Trench. 25. C.D. 500 [Chancery Division Reports Volume 25 page 500]

32. W.R. 601” [The Weekly Reports Volume 32 page 601]

Receiving Order made.

The brief to Mr Muir Mackenzie makes a pertinent point about Thomas Lawley, saying: “The real person who is fighting [i.e. supporting] this Appeal would seem to be Thomas Lawley the Auctioneer who claims to have purchased part of the goods for £200. The question of the act of Bankruptcy may be a material one for him when his claim comes to be investigated.” If the appeal was successful, the money held in the joint account would be payable to Lawley, subject to any claim Caunter had arising from the piano and American organ being sold for more than £50. However, it does not appear that Lawley took any part in the appeal. It seems strange that Caunter did not file a further affidavit in support of his appeal, and, on the face of it, he was badly advised by Messrs Timbrell & Deighton. He could also have got Frederick Neville to sign an affidavit to explain why Caunter couldn’t stay at 276 Brixton Road, which had upset his plans to seek a job in London.

Although the appeal had been delayed from the Trinity term to the Michaelmas term because Mr Justice Vaughan Williams was not available any earlier, as it happened he was promoted to be a Lord Justice of the Court of Appeal and the case was transferred to Mr Justice Wright (Sir Robert Samuel Wright 1839-1904) and Mr Justice Kennedy (Sir William Rann Kennedy 1846-1915).

As there was little new evidence, the court had no difficulty in dismissing the appeal with costs, but the judges must have thought that there was a debatable issue over the meaning in law of the act of bankruptcy alleged against Caunter, as they gave him leave to appeal to the Court of Appeal within fourteen days of the court order being officially signed off. Messrs Kingsford Dorman wrote to Eddowes on 10th November explaining about the costs:

You need only send us your Country costs relating to the appeal as the prior items will be taxed in the Court below. The appellant has paid the usual deposit into Court on lodging his appeal and out of the deposit our Costs on the appeal will have to be paid so it will only be the appeal costs which will be taxed in London.

Eddowes sent details of his costs to Kingsford Dorman & Co and they prepared a joint bill, showing their costs amounting to £6.6.10d. in black and Eddowes' costs totalling £8.10.4d. plus £2.4.6d. expenses in red, to which was added Mr Muir Mackenzie's fees of £5.12.6d., making a grand total of £22.14.2d. The draft bill went to one of the High Court taxing masters, whose job it was to assess solicitors' bills ('taxing' meaning assessing), and he knocked £6.11.2d. off the bill, making a net figure of £16.3.0d. plus nine shillings stamp duty payable on the certification of costs, known as an allocatur. The reduction in the bill was mainly the result of several small adjustments; for instance Eddowes had claimed 13/8d. for taking instructions to defend the appeal which the master halved to 3/4d. and he had claimed 3/6d. for reading the letter about Mr Justice Vaughan Williams's non-availability which was struck out in full; a bigger deduction related to Eddowes claiming three guineas (£3.3.0d.) for "Journey to London from Sutton Coldfield to attend Court", which the master ruled to be unnecessary since Kingsford Dorman & Co had attended court. He did, however, allow one guinea for this item whilst, somewhat illogically, not allowing the train-fare. The allocatur was signed three months later:

No 141a

In the High Court of Justice

IN BANKRUPTCY

Allocatur – Party and Party

47 of 1897

Re Nelson Snelling Caunter

Ex Parte the Debtor

I HEREBY CERTIFY that I have taxed the bill of Costs of Messrs Kingsford Dorman & Co Solicitors for the Petitioning Creditor the Respondent pursuant to an Order of the Court dated the 8th day of November 1897 and have allowed the same at the sum of Sixteen pounds and twelve shillings, which sum is to be paid to the said Respondent by the Appellant as directed by the said Order

Dated this 3rd day of February 1898

[signed] J.A.O. Sansom

£16.12.0

Master

The allocatur has three Bankruptcy stamps totalling nine shillings affixed to it and is endorsed "paid to Messrs Kingsford & Dorman out of £20 deposit on appeal [signed] H.S. Gifford Registrar 15.2.98". The balance of the £20 deposit was paid to the Official Receiver to add to the funds in Caunter's estate. On hearing that the appeal had been dismissed Arthur Lowe sent his bill to Eddowes, which totalled £6.11.10d. plus 9/6d. paid in court fees, but with a discount of £2.7.0d. referred to as "allowance for agency". Amongst other work undertaken, Lowe had attended on Eddowes on eleven occasions, on Sharp on five occasions and at the Court or the Registrar's office seven times. Eddowes settled the bill on 24th February 1898.

Throughout the rest of November Luke Sharp, the Official Receiver, was keen to make contact with Caunter to begin the process of liquidating his assets, but nothing could be done until it was known whether he was intending to appeal. Sharp wrote to Eddowes on 1st December:

The Debtor has written me this morning undertaking to attend at my office [23 Colmore Row Birmingham] on Friday next so that I assume he does not intend carrying the appeal any further.

Kingsford Dorman & Co wrote to Eddowes on 3rd December, confirming that “the order dismissing the appeal was completed on 27th November so the time for the further appeal will run from that date”. The deadline of 11th December passed without an appeal being lodged; no doubt, having lost twice, Caunter did not wish to risk incurring more expense in further uncertain litigation, and by now he may not have had the funds to deposit another £20 with the court.

(iv) Claim against Thomas Lawley

When Caunter met Sharp at his office, he alleged that he had not himself received the £50 from Lawley for the musical instruments, but it was paid to Mr Tyler on account of costs. Sharp wrote to Tyler asking for clarification and pointing out that Lawley had a receipt for the £50 signed by Caunter; he also wrote to Lawley. As a result of the replies he received, copies of which are not extant, he decided he might need to “take proceedings against Mr Lawley to recover the value of the furniture which at the date of the Receiving Order was at Lloyds Bank Sutton Coldfield”. West was obliged to sign an indemnity on a pre-printed form:

We, the undersigned, being Creditors of the said Estate, Hereby Undertake to indemnify the said Luke J. Sharp or the Trustee for the time being, against all costs, charges and expenses of, incidental to, and consequent upon, and all liabilities arising out of or connected with the said proceedings to be taken by him, in the event of there being insufficient assets in the above Estate.

It is to be noted that, although this indemnity refers to creditors in the plural and although Sharp sent the form to Eddowes asking it to be signed by “the local creditors”, only West signed it and, in particular, William Bromwich, previously mentioned as another creditor, did not join in. West was also obliged to sign another affidavit to prove his debt, even though this was identical to the one he had sworn in June, merely adding that he also claimed interest at 4% from 22nd June. This affidavit was sworn in the presence of Henry Addenbrooke solicitor and commissioner for oaths of 3/5 Coleshill Street, who was the partner of Thomas Vincent Holbeche. West must have been worried that it was now envisaged not only that he might not receive back a penny of his £100 loan, but that he might have to contribute to Sharp’s costs for proceeding against Lawley.

Possible proceedings against Lawley related to the £50 paid by him for the musical instruments. As part of the process of winding-up a bankrupt’s estate a meeting of creditors was held, which the bankrupt was obliged to attend and at which the Official Receiver and the creditors could quiz the bankrupt as to his financial circumstances and as to the reasons for his bankruptcy. This meeting was also known as the bankrupt’s public examination. Sharp drew up a list of “Questions to be put to Debtor”:

1. *Did you on 15th May 97 agree to sell goods except piano and organ for £150*
2. *Did Lawley pay you £125 on account of the £150 on that day or did he pay £25 on 15th May and £100 on the 17th May*
3. *Did you give Lawley a receipt for £125 dated 17th May 97*
4. *Did you give Lawley a receipt for £25 (balance of the £150) on 27th May 97*
5. *Did you leave Bank premises on 28th May and go to London*
6. *Did you leave London and go to Bournemouth on 30th May*
7. *Did you write to Lawley accepting his offer of £50 for piano and organ and did he send the money to you in London. If so, did he send the money in Notes as he says*
8. *Did you on 31st May send a receipt to Lawley for the £50*

9. *If you did not receive the money why did you send a receipt*
10. *Was the sale of piano and organ for £50 on the understanding that any excess that might be realised should be handed over to you (see receipt 31 May 97)*
11. *If you left London on 30th why did you date the receipt of 31st May from London*
12. *Was the £50 paid by Lawley to your Solicitors on 25th June as stated by you to the Official Receiver in payment of costs*
13. *Did you receive Note from Lawley of 30th May*
14. *Why did Lawley in that Note ask you to date the receipt 31st May*
15. *Did you receive the Note from Lawley of 4th June suggesting you had better change your address, asking you to use envelopes which he enclosed bearing his name and address and suggesting you should have some name for the letters to be addressed to*
16. *Did you receive letter from Lawley dated 6th June. What does he mean by saying he was surprised when Miss H. showed him your last letter "mentioning the sum you did"*
17. *When you agreed to sell the Goods for £150 (except piano and organ) was it agreed that if you got reinstated in the Bank you were to have the goods again*
18. *Was Miss H. present when this agreement was made*
19. *Were you to pay any of the expenses of the Bankruptcy or the Appeal (see letter of 4th June where Lawley promises to hold you harmless)*

Although we do not have Caunter's answers to these questions, and several of the letters mentioned are not extant, it is clear that the dealings between Caunter and Lawley were more complex and shady than either of them had admitted. Skulduggery was apparent. Sharp also noted two legal principles, which were equally confusing:

If contract for sale and purchase says nothing as to delivery or payment the property vests in vendee [purchaser] the moment the contract is made, but he has no right to possession until the price is paid.

Goods in possession, order or disposition of Bankrupt in his trade or business by consent of true owner so that he is the reputed owner goes to Trustee [trustee in bankruptcy, i.e. the Official Receiver].

What Sharp was hoping to show was that as Lawley never took possession of the furniture and as the £50 was apparently not paid in May as originally claimed, but in June after the bankruptcy proceedings had been commenced, he was entitled to claim the goods.

It may well be that Sharp's threat to take proceedings against Lawley was to put pressure on him to come to an agreement over the division of the moneys in the joint account. Lawley had now instructed Caunter's solicitor Thomas Tyler to act for him, and Sharp had obtained permission from the Board of Trade to instruct Eddowes as his solicitor. The Board of Trade had been originally set up in 1622 and over the years had fulfilled various functions, mainly relating to trade with the British colonies. By the 19th century the Board had an advisory role on economic activity in the United Kingdom and British empire, and in 1884 it was given responsibility for supervising the work of official receivers. Sharp's notepaper was embossed with the Board of Trade logo. Sharp wrote to Eddowes on 22nd January 1898:

The Board of Trade approve of your advising me as to Mr Lawley's claim to the furniture, your costs to be paid out of the estate upon receipt of an allocatur but not to exceed £6.6.0 without further sanction. If it is decided to commence proceedings a further application will have to be made to the Board of Trade.

Sharp had already spoken to Tyler, who had suggested a fair settlement would be for Lawley to pay £75; Sharp had told him that he “thought perhaps £100 would be entertained”. Eddowes indicated that West would agree nothing less than £100, but on 28th January Tyler made the following offer of settlement to Sharp:

You to receive out of the funds in the Bank £65, the balance to be payable to our client. This offer is based upon the actual realised value of the two articles – the piano and organ – less their proportionate part of the expenses of sale (without prejudice).

Sharp sent a copy of this letter to Eddowes and suggested that, although he agreed that Lawley should pay £100, £85 would be an acceptable compromise if Lawley would agree. Eddowes spoke to West who reluctantly agreed. West was not, of course, the only creditor and Sharp had to put the suggestion to all the principal creditors. Sharp wrote again to Eddowes on 4th February:

I have to-day seen Mr Tyler and gone into the matter with him, and he is authorised to increase the offer to £75. I have pointed out that the Petitioning Creditor would not accept less than £85 but I do not feel justified in refusing the offer without consulting you. My own view is that we ought to have the £85 and nothing less. The trouble and expense Mr Lawley has caused by keeping the truth from us does not entitle him to any consideration.

The last sentence was by way of a postscript and shows that Sharp was annoyed that Lawley had not been entirely honest and straightforward, as it now appeared that he had not paid Caunter £50 in cash on 29th May, but paid it to Tyler on account of costs on 25th June. Eddowes’ reply to Lawley’s offer of £75 was that “the Petitioning Creditor will not be satisfied with less than £85 and Mr Tyler may take this as final”. The next letter from Sharp contained better news:

I am pleased to say that Mr Tyler has agreed to pay £85 in settlement and I am writing the principal creditors and the Board of Trade to obtain their approval. If the settlement is agreed to will you kindly consider the receipt that should be given so as to guard against any question being raised as to the claim against the Lichfield Building Society.

The draft receipt was as follows:

Received from Mr Thomas Lawley the sum of £85 being the amount agreed to be paid by him to the Official Receiver in discharge of a claim made by the Official Receiver in respect of furniture sold by the Bankrupt to the said Thomas Lawley. This receipt is given on the understanding that the Official Receiver shall be at liberty to exercise his discretion absolutely with regard to proceedings to be taken or not against the Lichfield Victoria Building Society in respect of the £74.8.0 referred to in the Official Receiver’s observations upon the Debtor’s statement of affairs.

Sharp thought this wording was too legalistic and he rewrote the receipt to say that it was “without prejudice to the Official Receiver’s right of enquiry as to the disposal of the proceeds of the said furniture”. Mention of the Lichfield Victoria Building Society arises from another complication which came to light. Of the £150 Caunter had received from Lawley, he paid £74.8.0d. to the Building Society. If this was money owed by Caunter to the Building Society, he may have been guilty of giving preference to one creditor over the others, and Sharp might have a claim to the £74.8.0d. to add to the pot to be distributed pro rata between all the creditors. The other creditors agreed to accept the £85, which was soon paid in settlement.

(v) Winding-up the Estate

The meeting of creditors, or public examination, was held on 28th February 1898, when the full extent of Caunter's hopeless financial troubles became apparent, as reported in the *Birmingham Daily Gazette*:

Re Nelson Snelling Caunter, bank manager, High Street, Sutton Coldfield. Public examination. Liabilities £1,932, assets £259. Mr Tyler appeared for the bankrupt, and Mr Ashmall (Lichfield) for the Lichfield Building Society. – The bankrupt stated that up to 1895 he was cashier at Lloyds Bank, Lichfield. He was then appointed manager at Sutton Coldfield at a salary of £250 and house rent. About 1894 he commenced speculating on the Stock Exchange, and his losses since then amounted to about £2,500. He owed his brokers, according to their account, about £500, and he agreed to pay them £20 down and other sums by instalments. He told them if his position became known he would have to leave the bank. Last year he had to leave Sutton, and removed to London. He sold his furniture for £150, £74 of which he paid to the Lichfield Building Society. He was liquidator of that society, and as such had received the money. When he made that payment he had no idea that any proceedings in bankruptcy were being taken against him. He paid £22 to the Sutton Coldfield Institute – money due by him as treasurer. Over £1,200 of his deficiency was caused during the last year, and he first knew he was in difficulties in October 1896. He had been with the bank for 25 years, and on leaving the bank gave him a gift of £204 to pay certain debts due, mainly to local trades-people. He owed upwards of £40 for wines and spirits. He entertained pretty largely, as he had to maintain his position. – The examination was concluded.

Sharp had jotted down a rough list of Caunter's creditors, in a pencilled scribble not easy to decipher:

<i>General Accident</i>	<i>1.0.0</i>
<i>C. Wright & Son Ld spirits</i>	<i>18.9.6</i>
<i>Talbot & Co wine</i>	<i>16.10.0</i>
<i>[indecipherable name]</i>	<i>39.10.0</i>
<i>Margetts & Co Brokers</i>	<i>204.5.10</i>
<i>Alliance Insurance premiums</i>	<i>10.3.0</i>
<i>Bedham [?] wine</i>	<i>8.7.0</i>
<i>West</i>	<i>101.6.0</i>
<i>Shakeshaft</i>	<i>10.5.0</i>
<i>Parvin & Co</i>	<i>11.16.8</i>
<i>Trustees of Ellesmere College</i>	<i>10.0.0</i>
<i>Tallantyne – losses on Stock Exchange</i>	<i>495.3.0</i>
<i>differences – never had them delivered</i>	

Charles Wright set up as a wine and spirits merchant in Wirksworth Derbyshire in 1795 and by the second half of the 19th century the company had agents throughout the country; the business ceased trading in 1962. Margetts & Addenbrooke stock and share brokers of 95 Colmore Row Birmingham traced its origins back to the foundation of the Birmingham Stock Exchange in 1845; it is still in business today, trading as MGTS. Ellesmere College in Shropshire was founded as a boys' public boarding school in 1884; perhaps Caunter owed them £10 for a son's school fees. If this were fiction, there would be an illegitimate child by Rebecca Harvey. The last entry on the list, if correctly deciphered, represents the largest single creditor, but its precise meaning is unclear. It is to be noted that William Bromwich's name does not feature; perhaps he failed to sign an affidavit to prove his debt, or else Caunter secretly paid him off.

Two somewhat suspicious circumstances, relating to the Lichfield Building Society and the Sutton Coldfield Institute, are mentioned in the newspaper account of Caunter's public examination. The first building society had been founded in Birmingham in 1775, and by the mid-19th century almost every town in England had one. There were approximately 2750 in 1860, many named after a local bigwig or a royal personage. Unlike a bank, a building society was a financial institution owned by its members, whose purpose was to provide houses and mortgages. Members paid a monthly subscription to a central fund which was used to finance the building of houses, which in turn acted as security to attract more money to the society, enabling further building. Many of the earlier societies were set up with a limited number of members interested in acquiring a property on a small development and were dissolved when all the members owned a house. It appears that the Lichfield Victoria Building Society was in the process of liquidation and had appointed Caunter as the liquidator. The newspaper account says that he had received the £74 "as such" (i.e. in his capacity as liquidator), which does not make much sense, but might imply that he had used £74 of the Building Society's money for his own purposes and was paying it back from the sale of his furniture. Similarly, it appears that he paid £22 from the proceeds of sale of the furniture to the Sutton Coldfield Institute to repay "money due by him as treasurer". Had Caunter collected subscriptions from members of the Institute in cash and not immediately paid it into the Institute's bank account at his own branch of Lloyds? There is a distinct impression that he was robbing Peter to pay Paul, which suggests that if he had not made these payments to the Building Society and the Sutton Coldfield Institute before being declared bankrupt he may well have faced charges of theft. The possibility that, in settling bills due to local tradespersons from a generous severance payment received from Lloyds Bank, he may have given them preferential treatment does not appear to have been taken up.

(vi) Interest in Glendower House Eastbourne

Caunter had inherited an interest in a freehold property known as 'Glendower House' on the corner of Burlington Place and Compton Street in Eastbourne Sussex from his uncle John Olliver Snelling. Snelling died on 31st March 1894 and by his will dated 18th May 1888 left the property to his sister Mary Ann Caunter, but as she had died on 11th October 1892 the property went equally between her two children, Mary Ann Woodman of Bore Street Lichfield and the now bankrupt Nelson Snelling Caunter. The property was subject to a lease for twenty-one years running from 25th March 1894 created by John Olliver Snelling shortly before his death, which was held by two unmarried sisters Rosalind Frederica and Ada Evengaline Martin. The deeds of the property had been deposited with the Lichfield branch of Lloyds Bank by way of equitable mortgage "to secure the payment to the said Bank of certain monies then due to them by the said Nelson Snelling Caunter".

Sharp wanted to dispose of Caunter's half share in the property and the obvious, and probably only, potential buyer was Caunter's sister. She was approached and she offered £1,100. It soon became clear that there was nothing in it for Sharp as the amount owed to Lloyds Bank exceeded this figure. The Bank accepted Mrs Woodman's offer at the end of March 1898 and she instructed Messrs Hinckley Hodson & Brown Solicitors of Lichfield to act for her. The matter should have been straightforward, but another problem arose in that Sharp claimed that rent paid by the Misses Martin to Lloyds Bank since the commencement of the bankruptcy proceedings should be repaid to him by the Bank. The Bank appointed Messrs Wragge, Holliday, Godlee, Barrow & Horton, known for convenience as Wragge & Co, Solicitors of 4 Bennetts Hill Birmingham to act for them. Sharp also insisted that the Bank paid Eddowes' charges in the transaction. Hinckley, Hodson & Brown responded:

We will undertake to pay your charges in the matter, but as this is an unfortunate matter, both for the Bank and Mrs Woodman, we hope you will be as lenient with them as possible.

Hinckley, Hodson & Brown drafted a Conveyance whereby Mrs Woodman paid Lloyds Bank £1,100 and Sharp as Official Receiver conveyed Caunter's "one undivided moiety or half share of and in the said messuage and premises" to her "in fee simple freed and discharged from the equitable security of the said Bank and from all monies thereby secured and from all claims and demands in respect thereof", but Eddowes declined to take the matter any further until the question of the rents had been settled. It was not until 4th August that Eddowes heard from Sharp that he could proceed to complete the sale, Messrs Wragge & Co having agreed to pay £35.3.11d. in settlement of Sharp's claim for rent. Hinckley, Hodson & Brown paid Eddowes' modest charges of £3.0.6d. on 3rd August and attended at 46 High Street Sutton Coldfield to complete the purchase on 2nd September, more than five months after the sale had been agreed.

(vii) Claim against the Lichfield Victoria Building Society

Sharp told Eddowes on 27th May 1898 that he was "investigating the payment to the Lichfield Building Society after the Bankrupt had left Sutton Coldfield", and on 25th July he asked Eddowes to attend a Registrar's hearing at the Birmingham County Court on 8th August, when Mr Ashmall, the Building Society's solicitor, was to be examined. Sharp made some notes prior to the hearing:

<i>Bankrupt left Sutton</i>	<i>28th May 1897</i>
<i>Petition filed</i>	<i>2nd June 1897</i>
<i>Possession under Interim Receiving Order</i>	<i>3rd June 1897</i>

Bankrupt sold his furniture to Lawley (except piano and organ) for £150 -- £25 paid to him on 15th May on a/c, £100 paid to him on further a/c on 17th May and £25 the balance paid to him on 27th May. He sold the piano and organ to Lawley for £50 and gave receipt for same on 31st May. He did not actually receive the £50 but on 25th June 1897 the £50 was paid by Lawley to Bankrupt's Solrs for costs. Out of the £150 Bankrupt paid the Lichfield Victoria Building Society the sum of £74.8.0 in respect of cash he had as one of the Trustees of the Society [not "as liquidator" as mentioned in the Birmingham Daily Gazette report] on 5th June two days after the date of the Interim receiving order and 8 days after act of Bankruptcy.

The Bankruptcy of a Debtor will be deemed to have relation back to the act of Bankruptcy on which receiving order made –

Certain transactions protected

(1) any payment by Bankrupt to any Creditor after act of Bankruptcy committed but without Notice thereof. Provided that the payment takes place before the date of the Receiving Order and the person to whom payment was made has not at the time of payment notice of any act of Bankruptcy.

If Interim Receiving order has the force of a Receiving order for this purpose then as the payment was made on 5th June, two days after the order, the payment cannot be upheld – And payment after a Receiving order though without Notice of an act of Bankruptcy will not be protected – (see ex parte Rabbidge Re Pooley 8 Ch. Div. 367 [Chancery Division Law Reports volume 8 page 367])

If Interim Receiving Order has not the effect of Receiving order for this purpose then submit that payment cannot be protected because the Building Society had notice that Bankrupt had gone away – and had committed an act of Bankruptcy by so doing – upon which Act of Bankruptcy the Petition was founded. The Society sent over to Sutton to make enquiries and found Bankrupt had gone.

To these notes some more hastily scribbled pencil notes were added:

Ask Ashmall

When were enquiries made about Bankrupt and by whom

---- *When was £74.8.0 paid*

---- *How was it paid*

---- *From where was it sent*

---- *What business [?] to augment*

---- *Did you get Bankrupts address*

Payments made on 5th June

Act of Bankruptcy on 28th May

p.478 Property held by Bankrupt in trust not divisible among Creditors

This money not trust money at all

The crucial point was whether in law an interim receiving order had the same effect as a full receiving order. If so, Sharp's claim might succeed; if not, his alternative line of argument appeared to be weak and was disputed by Ashmall. The Registrar, Mr Glaisyer, did not make any ruling, perhaps pending further investigation or clarification of the law. Sharp wrote to the Board of Trade for their advice and on 6th September he wrote to Eddowes:

The Board of Trade advise me that an Order appointing an Interim Receiver is not within the term "Receiving Order"; this term has a special or technical meaning which is recognised even in Sec 10 itself. Under the circumstances the Department is of opinion it is no use proceeding further with reference to the Lichfield Building Society.

Section 10 of the 1883 Bankruptcy Act merely says:

The Court may, if it is shown to be necessary for the protection of the estate, at any time after the presentation of a bankruptcy petition, and before a receiving order is made, appoint the official receiver to be interim receiver of the property of the debtor, or any part thereof, and direct him to take immediate possession thereof or any part thereof.

This does not really answer the point at issue, but, following the Board of Trade's advice, the Lichfield Victoria Building Society was let off the hook.

(viii) Interest under Nelson Snelling's Will

Caunter had been mentioned in the will of another uncle, Nelson Snelling, a Torquay butler, who died on 13th April 1876. The relevant clauses in the will read as follows:

I give to my nephew Nelson Caunter of Market Street Lichfield in the County of Stafford my Gold watch and Silver chain.

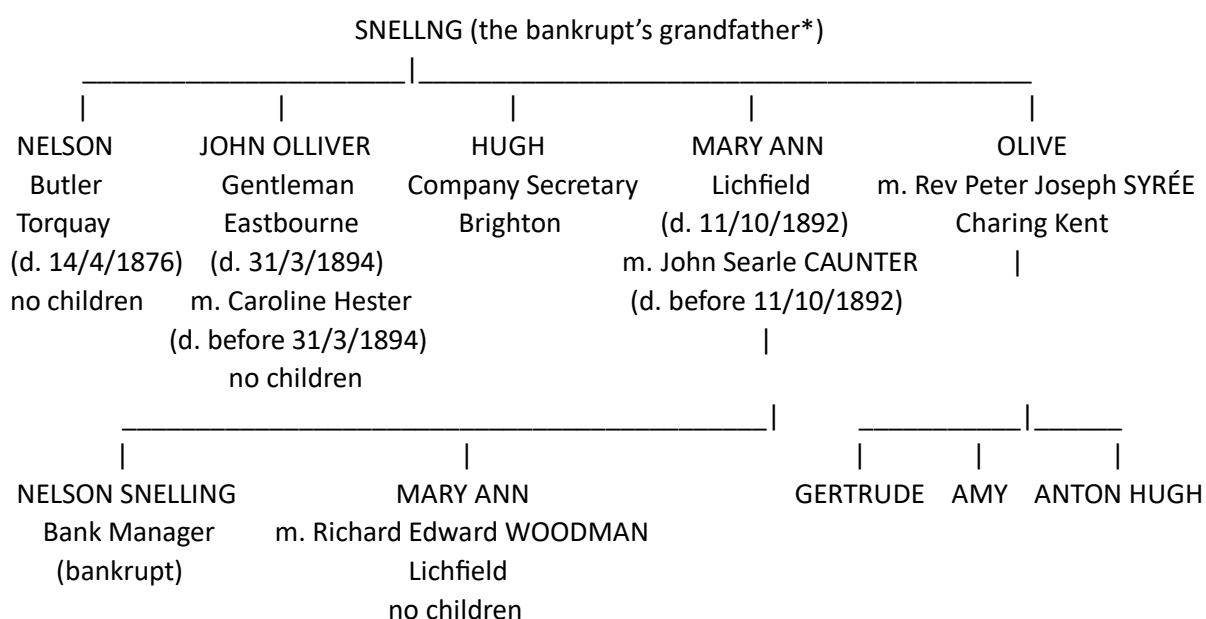
I give and bequeath to my Sister Mary Ann Widow of the late John Caunter of Market Street Lichfield in the County of Stafford all the interest arising from or dividends paid upon any shares that I may be possessed of at my decease in the Torquay trading and Brewing or any other Company from any Turkish or other Bonds or from any source whatever during her life and at her death to be for the entire use and benefit of her Daughter Mary Ann Caunter also of Market Street Lichfield Spinster and her heirs and in case the said Mary Ann Caunter leave no heir at her decease then the property to be equally divided between my nephew the aforesaid Nelson Caunter his heirs or assigns and my sister Olive the

wife of the Reverend Peter Joseph Syree of the parish of Charing in the County of Kent and at her decease her share to be equally divided between her Children named Gertrude, Amy, and Anton Hugh.

As we saw above, Snelling's niece Mary Ann Caunter was now the wife of Richard Edward Woodman and was still living; this meant that her brother, the bankrupt Nelson Snelling Caunter, would only inherit a half share in the assets if she died without an heir. His interest was therefore, at best, a reversionary one, and of little value. As was by now a common feature of Caunter's affairs, another problem soon came to light. In law, the word 'heir' was usually taken to mean the person who is entitled to inherit property on someone's death, either under a will or as next-of-kin if the deceased died intestate, whereas 'issue' which was limited to the deceased's lineal descendants. A bequest "to A and his heirs" usually meant "to A absolutely" as opposed to "during his lifetime". It was most probably the case that when Snelling used the word 'heirs' in his will he meant 'issue', as being the more logical interpretation in the context of the will (seeing that Mrs Woodman was unlikely to die without an heir, as her next-of-kin was her mother, or if she died her brother Nelson and another brother living in Sydney Australia), but could this interpretation be relied upon?

Sharp asked Eddowes for his advice, telling him that "the limit to your costs has been increased to £9.9.0 to be paid out of the assets of the estate upon production of an allocatur". Eddowes enquired if Mrs Caunter was still alive and if Mrs Woodman had any children; these queries were put to Mrs Woodman who replied that Mrs Caunter had died on 11th October 1892 and that she herself had no children. Another pertinent question would have been how old Mrs Woodman was in order to gauge whether she was likely to have a child in the future and what her life expectancy was, but perhaps this was considered too delicate a question. Eddowes was of the opinion that "the Bankrupt and Olive Syree take the estate of Nelson Snelling dec'd between them subject to a life interest in Mary Ann Woodman and contingent on her dying without issue".

The Snelling family tree looks like this:



* Kelly's Directory for 1867 lists five Snellings living in Brighton:
 Edward Snelling, fruiterer, 35 St. James' Street
 Edward Snelling, proprietor of billiard rooms, 63 Cavendish Street

George Snelling, fruiterer, 26 New Road
Hugh Snelling, clerk to Pier Company, Chain Pier
William B. Snelling, fruiterer, 9½ Sillwood Street

Mrs Woodman suggested to Sharp that he “should offer the Bankrupt’s interest under his uncle’s will to Mrs Syree”. This was done, without a figure being suggested, and Mrs Syrée (who put an acute accent on her surname) wrote from ‘Rolandseck’ Bedford Well Road Eastbourne to Sharp on 12th March 1898 as follows:

I would say about a year ago the Bankrupt Nelson S. Caunter offered me his share of interest in his uncles will which I then declined. Are you quite sure he has not since then sold. If you can legally and safely transfer the shares to me at the death of M.A.Woodman I am willing to send you a draft for £40

As Mrs Syrée was Mrs Woodman’s aunt, she must have made this offer not expecting that she would outlive her niece, but so that she could pass the assets to the three children, Gertrude, Amy and Anton Hugh. Sharp told Eddowes that Caunter had assured him that he had not dealt with his interest, and asked Eddowes to draft a reply to Mrs Syrée’s letter. The draft reply was as follows:

In reply to your letter of the 12th inst Mr N.S. Caunter assures me that he has not dealt with his interest under his late uncle’s Will. The testator’s estate appears to consist of 4 Lloyds Bank shares and cash derived from the sale of 11 £20 Torquay Brewery shares. Mr Hugh Snelling of Chain Pier Lodge Brighton [Nelson Snelling’s brother, secretary to the Royal Suspension Pier Company] is the sole Executor of the will in whose name I presume the testator’s estate now stands and if Mr N.S. Caunter has disposed of his interest therein notice thereof should have been given to the Executor. Has any enquiry of him been made? I am willing to assign whatever interest in the above property may be vested in me as Official Receiver to you for £ [blank].

No progress was made in the next three months, although presumably someone approached Hugh Snelling to ascertain that he had not received notice of any prior sale of Caunter’s interest. Then on 16th July Sharp placed an advertisement in the *Sutton Coldfield Times*:

Re N.S. Caunter.

To be disposed of by private treaty the Bankrupt’s interest under the will of Nelson Snelling, deceased. For particulars apply to Luke J. Sharp, Official Receiver, Birmingham.

Not surprisingly, Sharp received no offer from anyone else and on 29th August he wrote to William West:

The Bankrupt is entitled to a Reversionary Interest under the will of Nelson Snelling. I am informed that the Testator’s estate consists of 4 Lloyds Bank shares and a sum of £220. I am advised that the Bankrupt and a Miss [sic] Syree take the estate equally between them subject to a life interest. I have advertised the interest for sale and the only offer received is from Miss Syree who is prepared to give £40. Will you kindly consider the position and inform me whether in your opinion the offer should be accepted.

West, who couldn’t be expected to know whether £40 was a fair offer, consulted Eddowes, who wrote to Sharp to say that the offer “seems hardly the value of the Bankrupt’s interest” and wondered if Mrs Syrée “could be induced to increase her offer”. He added that if £40 was the utmost that could be obtained West would have no objection. Sharp subsequently wrote to Eddowes:

I have written Mrs Syree with the view of obtaining an increased offer but she states £40 is the utmost she will pay. I have therefore accepted the offer. Will you kindly lodge your bill of costs as I hope to be in a position shortly to close the estate.

Sharp was to be disappointed in this hope, as matters were to drag on for another fifteen months. Eddowes lodged his bill of costs relating to the bankruptcy petition with Sharp on 11th October 1898. The bill runs to fourteen pages on Eddowes' standard office paper measuring eleven by nine inches and sets out in detail all the work Eddowes had undertaken from his first interview with William West on 29th May 1897 to attending the examination of Mr Ashmall on 8th August 1898. The following day Sharp returned the bill to Eddowes "as it should be written on bankruptcy sized paper", which meant that Eddowes' clerk had to write it all out again in duplicate on foolscap sized paper, and possibly indicated that Eddowes was not familiar with bankruptcy procedures. The bill amounted to £43.6.8d. plus £26.8.0d. paid for stamp duty, court fees, commissioners for oaths' fees and counsel's fee, a total of £69.11.8d. When the bill went for taxation (assessment) the taxing master knocked £23.0.4d. off the bill, reducing it to £46.11.4d., even so not far short of half of West's loan. A cheque for this amount was sent by Sharp to Eddowes on 24th November.

Mrs Syrée instructed Mr F. Lawson Lewis Solicitor of Barclay's Bank Chambers Terminus Road Eastbourne to act for her in the purchase of Caunter's half share of her brother's estate. Eddowes sent him an Abstract of Title comprising details of Nelson Snelling's will and the receiving order, as evidence of Sharp's legal entitlement to sell. Lewis replied on 30th September by sending seven questions, known as requisitions on title, drawing Eddowes' attention particularly to number 4:

1. *In whose possession is the Probate of the Will of Nelson Snelling dated 7th March 1874?*
2. *Of what, at the present time, does the estate of the late Nelson Snelling consist? Particulars of all shares bonds and other investments must be given.*
3. *Evidence of the death of Mary Ann Caunter – the daughter – without issue must be given.*
4. *The estate is left to Mrs Caunter for life and afterwards for the use and benefit of her Daughter Mary Ann Caunter and her heirs. Is not this an absolute bequest to Mary Ann Caunter and is not the gift over to the nephew and Mrs Syrée bad?*
5. *Has Mr Nelson Caunter, the Nephew charged or mortgaged his share in any way? If so, particulars must be given and the Mortgages discharged. It will be necessary for a Statutory Declaration to be made by Mr Nelson Caunter at the Vendor's expense.*
6. *A Certificate of the death of Mary Ann Caunter the Widow must be supplied.*
7. *It is taken that the Receiving Order made on the 2nd July 1897 was against Nelson Snelling Caunter. An office Copy of this and the appointment of Mr Luke J. Sharp must be abstracted and supplied.*

The fourth requisition shows that Lewis immediately latched on to the legal interpretation of the word 'heirs' in the will which had already exercised Sharp and Eddowes, but took the opposite view, arguing that the bequest to Caunter was invalid and that Sharp had no interest to sell. Eddowes' replies to the requisitions were:

1. *In possession of the Executor we believe. If produced it must be at the purchaser's expense.*
2. *Four of Lloyds Bank Shares and Cash derived from the sale of eleven £20 Torquay Brewery shares it is believed.*
3. *Mary Ann Caunter the daughter was married to and is now the Wife of Richard Edward Woodman of Lichfield -- no children.*
4. *It is submitted that the Bankrupt and Mrs Olive Syree take the property equally between them and*

subject to the life interest of Mrs Woodman and contingent on her dying without children.

5. *It is believed that he has not. If a Statutory Declaration is required it must be at the purchaser's expense.*
6. *She died in 1892. If a Certificate is required it must be at the Purchaser's expense.*
7. *If required it must be at the purchasers expense.*

Lewis was not convinced by Eddowes' answers to the requisitions:

It is perfectly clear that having regard to replies to Requisitions 3 and 4 your client can not make out his title to the Reversionary Interest. I do not know if you can propose any way to get over this difficulty. If not I am afraid that the negotiations must cease. I should be glad if you will supply me with an authority that my contention in Requisition 4 is incorrect.

Eddowes' reply was as follows:

The intention of the Testator is clear that in case of the death of Mary Ann Caunter (now M A Woodman) without children the property is to be divided between the Bankrupt and Mrs Syree. The interest in the property taken by the Bankrupt is in our opinion a vested interest in remainder liable to be divested in case of the death of Mrs Woodman leaving children. (See in re Ball – Slatley and Ball 40 Ch. D. 11)

Lewis was still not satisfied:

I am obliged by your letter of 11th instant and have perused the case to which you refer me. I observe that it distinctly over-rules one or two previous decisions and I am bound to say does not appear abundantly clear. However this may be you do not deal with the other important objection I take, namely, that Mr Caunter the Bankrupt, would not become entitled in the event of Mrs M A Caunter [sic] leaving issue – How can this be dealt with?

All Eddowes could say was not very helpful:

The Bankrupt takes a Contingent Reversionary interest in the property as you are aware. It is all the Official Receiver has to sell.

Finally, on 20th October, Lewis raised the questions which should have been addressed much earlier:

My client did not know that she was buying a contingent Reversionary interest. Possibly you can say what the age of Mrs Mary Ann Caunter [sic] is, and how long she has been married and a likelihood of any children being born. I will then see my client and take her instructions as to proceeding.

It might be thought that Mrs Syrée, as Mrs Woodman's aunt, would know the answers to these questions. Eddowes' reply has not survived, but its contents can be surmised from Lewis's next letter:

I am in receipt of your letter of the 24th instant which appears to clear up the question satisfactorily, and I have written to my client for instructions to proceed.

There was no further letter for three weeks and Sharp was pressing Eddowes to complete the sale to Mrs Syrée as he wanted to complete the winding-up of Caunter's estate. Lewis wrote on 16th November:

My client has been very ill for some time but I understand that she is now better and I have to-day written for instructions.

A week later Sharp wrote again to Eddowes:

I am anxious to close his estate before Christmas as I am daily receiving complaints from creditors. If you can in any way press the matter forward I shall be obliged.

Eddowes immediately wrote to Lewis asking him to draft the proposed Assignment “at once”. Lewis replied on 28th November:

In reply to your letter of the 25th instant I am exceedingly busy for a day or two but I will send you this draft on without unnecessary delay.

The draft was not forthcoming and Sharp was becoming increasingly impatient, writing to Eddowes on 12th and 15th December pressing him “to clear up this matter before Christmas”. On 19th December Lewis wrote to say: “this Assignment has been drafted but the fair copy is not yet finalised. It will be sent to you tomorrow.” In fact, it was sent on 21st December, but it had gaps for the date of Mrs Woodman’s marriage to be inserted (it was 12th August 1885) and for the amount of cash in the estate. Lewis also asked for particulars of the cash representing the sale proceeds of the Torquay Brewery shares. Eddowes replied that Caunter had told Sharp that the cash was £220, which might be doubted as there were eleven shares with a nominal value of £20 each, but nominal value and market value (the sale price) are not the same thing. In the end the figure of £220 was inserted in the Assignment, which suggests that the shares may have been more in the nature of debentures or loan notes with a fixed value. Lewis sent the engrossment of the Assignment for execution by Sharp on 6th January, saying: “It is not sufficient that the Official Receiver was informed by the Bankrupt as to the estate, but authoritative information must be supplied by the Trustee [i.e. the executor Hugh Snelling] as to this.” It appears that Eddowes told Lewis to obtain the information himself, as implied in Lewis’s next letter dated 17th January, which then went on to take the matter almost back to square one:

I have now a complete copy of the Will and I have also certain information from the Trustee’s Solicitor, from which it appears that the estate of the Testator has always consisted of personal property. Under these circumstances, it appears to me that the word ‘heirs’ appearing in the Sentence of the Will “in case the said M.A. Caunter leave no heirs” must be construed to mean “next of kin”. In Williams on Executors and Administrators 9th edition vol. 2 page 966 et seq. the cases appear to bear out this construction, and, if I am right in my contention obviously the Official Receiver can make no title, because Mrs Caunter [sic] must leave next-of-kin who will be able to take under the description in the Will. I shall be glad to hear from you upon this point.

‘Personal property’ means everything apart from ‘real property’ (freehold land and buildings). Historically, personal property was part of a deceased’s estate vesting in the executor or administrator and being dealt by him in accordance with the terms of the will or under the rules of intestacy, whereas real property could pass directly to the heir. The historical treatment of real property has no relevance to the bequest in Snelling’s will, and it was known that the bequest was of personal property from day one. Furthermore, there wasn’t anything in the will relevant to the bequest that wasn’t in the Abstract of Title supplied by Eddowes at the outset. Lewis seems to be clutching at straws to justify his change of mind.

The first edition of *Treatise on the Law of Executors and Administrators* by Sir Edward Vaughan Williams (1797-1875) was published in 1832. Vaughan Williams was a judge of the Court of Common Pleas, whose son Sir Roland Bowdler Lomax Vaughan Williams is mentioned above in connection with the appeal against Caunter's bankruptcy order; another son, Rev Arthur Vaughan Williams, was the father of the composer Ralph Vaughan Williams. The book became the standard authority on the subject and is still published, now in its 22nd edition (2023).

Eddowes must have been exasperated by Lewis's latest letter; if 'heirs' meant 'next-of-kin' and if Mrs Woodman "must leave next-of-kin", what was the point in Snelling providing for the case of her leaving no heirs? Why couldn't Lewis see reason? Eddowes' response is again missing, but he must have told Lewis that the sale was at an advanced stage, having been agreed four months ago, that the Assignment had been engrossed and it was too late to backtrack. Lewis replied as follows:

In reply to your letter, I am quite entitled at any time to point out a defect in the Vendor's title and I have taken the point because I have now a complete copy of the Will. I certainly hesitate to agree with your contention, and the cases are not clear upon the point. The only way out of the difficulty is to contend that the intention of the Testator overrides any construction of the word 'heirs' other than 'children' [which is exactly what Eddowes had repeatedly stated]. However, I hope to write to you definitely in the course of a couple of days.

In the meantime, Sharp wrote to Eddowes on 23rd January 1899:

Will you kindly inform me when you expect the Reversionary Interest to be cleared up. If it is probable that it will take any further time I had better declare the first dividend as some of the creditors are getting impatient.

Eddowes replied by return of post:

Mrs Syree's Solicitor has raised several objections and has given us [i.e. the firm of Eddowes & Son] much trouble in this matter. The will is obscurely drawn and after we had (as we believed) satisfied all his queries and after he had sent us the engrossment of the Conveyance [actually an Assignment] for your signature, he at the last moment raised another point. He is considering our answer to it and has promised to reply in a post or two. As soon as we hear we will write to you again.

Sharp was more or less resigned to having to do what he had been hoping to avoid, to make an interim distribution to Caunter's creditors. He wrote to Eddowes regretting "that you have had so much trouble in the matter". More trouble came with the next letter from Lewis, dated 9th February:

In reply to your letter of yesterday's date I took Counsel's opinion upon the construction of the word "heirs" and he thinks that it is certainly not free from doubt and that the only proper way of deciding the question is by way of application to the Court. I am in communication with Messrs A.C. Woolley & Beres of Brighton – the Trustees' Solicitors with a view of endeavouring to arrange for such an application to the Court.

On being advised of this development, Sharp decided to pay a first dividend to the creditors "as the application to the Court will I assume occupy some further time", and he asked Eddowes to give him "an estimate of the costs that I shall have to reserve for you". Eddowes sent a detailed bill to Sharp on 13th February for £3.19.4d. relating to the £85 paid by Thomas Lawley and for £6.13.0d. relating to

work to date on the proposed sale to Mrs Syrée, with a note that “the above do not include any subsequent costs which may arise between this time and the date of settling.” Sharp said in reply: “I will pay a first dividend and reserve say £11 in respect of your costs”, which allowed only 7/8d for subsequent costs. If the sale to Mrs Syrée proceeded to completion there would be money paid by her to cover any additional costs, but if the sale fell through after further work had been undertaken Eddowes might have to settle for the 7/8d., which would be his own fault for not giving Sharp an estimate as he had requested.

It appears that Lewis made no application to the Court; it is likely that neither Mrs Syrée nor Hugh Snelling wanted to incur the cost, and the idea was quietly dropped. Lewis wrote to Eddowes on 29th March:

I am still endeavouring to get this matter settled by communications with the Trustees.

Sharp wrote for a progress report on 18th April and Eddowes sent him a copy of Lewis’s letter of 29th March. There was, of course, no copying machine; copies of documents had to be written out in longhand, as indeed did all original letters and legal documents, as the recently invented typewriter was slow to be taken up by the legal profession. Sharp wrote again for an update on 2nd June; Eddowes pressed Lewis for a decision one way or the other. Lewis wrote on 3rd July:

I have written to my client stating that she must give me definite instructions as to whether I am to proceed or not.

Nothing further was heard, and on 11th August Sharp again enquired as to progress. He wrote again three days later:

I am in receipt of your letter of the 12th inst. If the matter is not cleared up within the next few days will you kindly consider whether an action can be brought for specific performance.

Eddowes’ reply is missing, but there was no question of an action for specific performance (i.e. a court order that a party to a contract should carry out his obligation under the contract) being brought, as this would require clear evidence of an unconditional contract for sale and purchase and a breach of that contract. Even if the preliminary exchange of letters could be interpreted as a contract, which is doubtful, Mrs Syrée’s offer to pay £40 was subject to the condition “if you can legally and safely transfer the shares to me”. If an action were to be brought, no doubt Mrs Syrée, backed by Lewis, would claim that Caunter had no entitlement to his uncle’s estate, and the possibility of losing the action and having to pay considerable costs was too big a risk to contemplate.

Finally, Lewis wrote on 28th September:

I have now had an opportunity of seeing my client, and, in reply to your letters, I am instructed to say that as a clear title cannot be made out to the Reversionary Interest, she is unable to proceed with the negotiations for a purchase. However, to clear up the matter, she will give a sum of £20 and take all risks. I shall be glad to hear if your client the Official Receiver will accept this.

Eddowes replied:

Although we have no doubt as to the title, we will in order to wind the matter up advise the Official Receiver to take £30. We shall be glad to know by return whether the sum will be accepted or not.
Sharp agreed to accept £30, but Lewis wrote on 24th October:

My client writes me:- "I will give £25. My brother [Hugh Snelling] thinks this is quite enough and I understand that the Bankrupt's account is closed." Under these circumstances I think your client would do well to accept the offer as I am certain that he cannot negotiate the sale of it in any other direction, and I would at once have it completed.

Sharp felt obliged to consult the three principal creditors, and he wrote to Eddowes on 8th November:

I have only heard from one creditor [West?] with reference to my circular letter and he leaves the matter in my hands. If therefore taking all the circumstances into consideration you advise me that the best course to adopt is to accept the £25 please do so that this longstanding matter can be cleared up.

Eddowes certainly had no wish to prolong the matter, but, not wishing to make the decision himself, he wrote back to Sharp advising him to accept the offer. Sharp replied on 13th November: "Will you kindly accept the offer of £25." The Assignment had already been engrossed with the price of £40 in it, but rather than re-engrossing it the figure was amended in the deed, which was "signed sealed and delivered by the above named L.J. Sharp the figure forty having been first altered to twenty-five" in the presence of Charles Woollett Assistant Official Receiver Birmingham. Lewis sent Eddowes a cheque for £25.5.0d. on 16th November, asking him to have the Assignment completed and stamped (that was what the extra five shillings was for). Sharp sent the executed Assignment to Eddowes on 20th November, and Eddowes sent the stamped deed to Lewis on 30th November, thus completing the transaction one year later than Sharp had originally hoped.

(ix) Winding-up completed

Sharp asked Eddowes to forward his further bill of costs, which Eddowes did by return of post, again using his standard office paper. Sharp warned that "it may be that the Court will take exception to the bill not being upon Bankruptcy sized paper", but in fact this was not the case and the costs were soon taxed by Mr Registrar Glaisyer at £3.6.0d., an allocatur was issued and Sharp sent Eddowes a cheque for this amount on 29th December. The last letter on the file, from Sharp to Eddowes, is dated 1st January 1900, not a bank holiday even though it was the first day of a new century:

Am I correct in assuming that you have no further costs?

Eddowes' reply in the affirmative would enable Sharp to finalise the winding-up of Caunter's estate and make a second and final distribution to creditors. Unfortunately, the file does not contain any details of the final figures, so we cannot say how much of his £100 loan William West recovered. From what is known, it can be guessed that only a small fraction of the debt was received.

All that is known from the file of papers is as follows:

Assets

- (a) £85 paid by Thomas Lawley to Sharp.
- (b) £150 paid by Lawley to Caunter of which £74.8.0d. was paid to the Lichfield Victoria Building Society (not recovered) and £22 was paid to the Sutton Coldfield Institute (not challenged),

- leaving £53.12.0d, which Caunter may well have dipped into for living expenses.
- (c) £50 paid by Lawley to Mr Tyler on account of costs (not pursued).
 - (d) £204 paid by Lloyds Bank to Caunter by way of 'gift' or severance pay which was used to pay off local trades-people (not pursued).
 - (e) £3.8.0d. the balance of the £20 deposit paid by Caunter to the Court on his appeal.
 - (f) £1,100 paid by Mrs Woodman for Caunter's share in Glendower House Eastbourne all of which went to Lloyds Bank as mortgagee.
 - (g) £25 paid by Mrs Syrée for Caunter's interest under his uncle's will.
 - (h) Caunter told West he owned a house in Lichfield with an equity of between £200 and £250, but there is no mention of this property in the file. It can be assumed that Lloyds Bank, or whoever the mortgagees were, sold the property and after paying off their mortgage paid the balance to Sharp. If the mortgage covered "all liabilities" rather than just the sum borrowed to buy the property, the bank would be able to repay any overdraft or personal loan as well as the sum borrowed and all interest; the sum received by Sharp may therefore have been less than £200.
 - (i) £259 was the total value of assets mentioned in the *Birmingham Daily Gazette* report, which is not inconsistent with the above figures.

Liabilities

- (a) £1,932 was the total value of liabilities mentioned in the newspaper report.
- (b) £926.16.0d. was the figure for liabilities jotted down by Sharp in a rough note.
The discrepancy between (a) and (b) of around £1,000 can be explained by the figure at (a) including secured debts.
- (c) £49.17.4d. in respect of Eddowes' costs.
- (d) Sharp's own costs of an unknown amount.

If these figures are approximately correct, the return to creditors would be just over 20%, meaning that West might have received little more than £20, an object lesson in "never a borrower nor a lender be".

Kerry Osbourne
October 2025

