

THE ARGUS 20 Aug 1866

FORGING AND UTTERING.

John Grierson Broadfoot, formerly in the employ of the Government as a schoolmaster, at Taradale, pleaded "Not Guilty" to an indictment charging him with forging an acceptance in the name of Messrs. Bomford, storekeepers, Stratford, for the sum of £355, and fraudulently uttering the same. Mr. Adamson prosecuted, and briefly stated the facts ; Mr. Aspinall defended the prisoner.

James Bomford said he was in business as a storekeeper with his brother, formerly at Taradale, in Gipps Land, and now at Stratford, in Gipps Land. He had known the prisoner at Taradale for two years. He was master of a common school. Witness had no bill transactions with him before August last, on the 31st of which month the prisoner, owing him a balance of £3 or £4 upon a horse, and also £8 odd for goods, proposed that he should back a bill for him, as he was unable to get his salary in consequence of the dead-lock. He agreed to do so; and the prisoner on the 2nd September returned with a bill for £25 (produced), at three months. Witness told him he did not agree to accept the bill; but ultimately, upon prisoner's representation, he consented to do so. He subsequently received payment of the money due upon the horse, but not the other account. On the 29th November prisoner said he was sorry he could not take up the bill; and after some conversation, he proposed another acceptance of a like amount. On the 30th November he came with a similar bill. The ink in which it was written was very pale. Witness noticed that December was the month inserted. It was drawn by the prisoner. Witness signed the acceptance, and remarked upon the paleness of the ink. The prisoner went away, saying he would be back directly; and he found immediately that the bill had disappeared. It had to run three months, and was made payable at the Bank of Victoria, Port Albert. The prisoner never had in his possession any other acceptances of witness, except these two. On Friday, 1st December, witness went to the prisoner's school, and asked for the bill signed on the previous night. Prisoner replied that it was at home in his pocketbook; and said that it should not go to the bank until witness had seen it. After school hours the prisoner came to him, and stated that he could not find it "high nor low;" and the next day he made a similar assertion. He told prisoner if he did not produce it he would publish a notice in the newspapers, and stop it from being discounted at the bank. Prisoner said witness need not be so frightened about a paltry £265, and that he was sure he had it somewhere in his possession. On the 4th prisoner said he had found the acceptance in the pocket of an old pair of trousers, and that he was so wild (vexed) he drew his pen across the whole of it. On the 5th, witness saw the bill (the same one), and tore the part off containing his signature and the date. The prisoner seemed to be annoyed, tore up the document and threw the fragments into the fire. On the 5th witness accepted a bill drawn by the prisoner, on blue paper. He then took it to the bank, but finding that the other had been retired, he brought it back. He never signed his name to any document of the kind in connexion with the prisoner except the three named. Subsequently prisoner gave witness a promissory-note for £10, payable in a month, on account of what he owed him. That was the last transaction he had with him. On the 23rd April, Mr. Parr, the manager of the Bank of Victoria, presented to him for payment the bill produced, which was for £355, drawn by the prisoner, and purporting to be accepted by the firm to which witness belonged. The document was a forgery. Neither witness nor his brother ever owed the prisoner a shilling. The debt of £8 odd owing by the prisoner had been paid. Witness sued him in

the court for it. He still held the promissory-note. Broadfoot never lent him any money. The first acceptance was not for value received ; it was for accommodation. Broadfoot left the district early in February.

To Mr. ASPINALL.--- I cannot say I had any authority to use the signature of the firm to an accommodation bill. I did it.

Mr. ASPINALL--- I know you did. So you gave your brother's name away without his authority?

Witness.-I had no separate funds in the bank.

Mr. ASPINALL.---That is always the reason why people deal with other people's funds.

Witness.---I did it as a friend. I got no money for it. I and the prisoner had been on pretty friendly terms during these transactions. He wrote business letters for me during the time I had a bad finger.

William Henry Parr, the manager of the bank at Port Albert, said the signature to the £355 bill was a good forgery. He would have honoured a cheque with that signature attached to it. Matthew Hayes, manager of the Colonial Bank at Kilmore, stated that he knew the prisoner. On the 18th April he presented the bill of £355 for collection, and agreed to call again in a week or ten days. It was overdue. Prisoner asked witness if he could advance money upon it in the meantime and he replied that he could not, as it would be illegal. Prisoner said there had been some difference between him and the acceptors, and there might be some difficulty about getting the money. Witness told him that he might sue for it as an ordinary debt, and that the bill must be paid by cheque of the acceptors. That was the reason why he sent the bill to Mr. Parr.

Broadfoot stated that M'Cloud, whose name was on it, had held the acceptance for money advanced Broadfoot endorsed the document in his presence, and told him to put the amount to his credit when he got the money. Some years ago he had had small advances made to him by the bank on account of his salary. At the time he left the bill for collection he had no business at the bank, and had not had for some time.

Mr. ASPINALL addressed the jury for the defence, and commented strongly upon the conduct of James Bamford, who, upon his own confession, had three times signed his brother's name to accommodation bills without his authority. If he had deceived his brother, would he not deceive them? Was it upon the evidence of a man like that they were to convict the prisoner---a man of education and respectability---of the crime of forgery? If Bomford had died or failed, the consequence would have been, either his brother would have been the loser, or some innocent holder of the bill to which he attached the firm's name. He suggested that the probabilities were in favour of the theory that Bamford did sign the bill ; and appealed to the jury to give the prisoner the benefit of the doubt which must be felt in the case.

The CROWN PROSECUTOR replied, and, reviewing the various facts of the case, claimed entire credence for James Bamford's evidence, contending that all the probabilities were against the proposition that he was a party to the instrument in

question. The point really was, did they think Bamford gave a bill for £355. If he did not, then the document was a forgery.

His HONOUR briefly summed up, and the jury found a verdict of " Guilty" on both counts.

The prisoner expressed his sorrow that he had had anything to do with the document, and asked that he might be leniently dealt with. He had been nearly killed three times, and he was very unwell.

His HONOUR.---I will take care that your sentence does not impose hard labour upon you; and, moreover, you will have the advantage of the attendance of surgeons of skill, who will see you properly taken care of. It is not the intention of the law that punishment should be cruel, or that those who are so unfortunate or ill-advised as to commit crime should be treated with undue severity. I think I am justified in saying that there is an unusual number of forgery cases before me this session. Now, forgery is a crime which entails very serious consequences upon some members of society. Some careless spendthrift, who has nothing to look after but himself, may probably imagine that an act of that kind is a matter of indifference to him or the public; but in a person who has got the moral and educational training of children it is an offence which is quite unpardonable. The sentence of the Court is, that you be imprisoned for three years; and I must mention to you that, though this appears to be a severe sentence, by the regulations of the Government it is virtually two years, which is by no means a harsh sentence in duration, but it is accompanied by the loss of your position as schoolmaster and your degradation in society, which are I dare say a severe affliction to you.