

MAGISTRATES COURT.

Matter of Garnishee.

The question of the ownership of certain moneys was tried yesterday in the matter of a garnishee order between Thomas Stephen Platonoff (judgment creditor), Vera Platonoff (judgment debtor), and the Farleigh Cooperative Sugar Milling Association Ltd. (garnishee).

In the Industrial Magistrates Court held at Mackay on December 11, 1929, Vera Platonoff, of Farleigh, was ordered to pay to Thomas Stephan Platonoff, of Farleigh, laborer, the sum of £203/2/5 for wages.

The judgment remained unsatisfied to the extent of £147/8/7, a sum, or thereabouts, which Vera Platonoff said and Thomas Stephan Platonoff believed was owing to Vera Platonoff by the Farleigh Cooperative Milling Association, and a garnishee order for this amount was issued.

It was then alleged by Mr. A. R. Hartley, acting on behalf of Guiseppe Ventura and Patrick Thomas Dunworth, carrying on business as G. Ventura & Co., that they were the lienees under a lien over a crop in connection with which the garnishee order had been issued, and they desired to be heard when the question of the ownership of those moneys was tried.

The garnishee (Farleigh Cooperative Sugar Milling Association Ltd.) denied any liability or indebtedness to the judgment debtor (Vera Platonoff). It was ordered that the liability of the garnishee to pay to the judgment creditor (Thomas Platonoff) £147/8/7 or thereabouts be tried and determined.

The matter of a garnishee order between Thomas Platonoff (judgment creditor) v. Vera Platonoff (judgment debtor) and the Farleigh Cooperative Sugar Milling Association Ltd.

tive Sugar Milling Association Ltd. (garnishee), was heard in the Magistrate's Court on July 20.

Mr. J. Condie (Wright & Wright) appeared for the garnishee and Mr. T. Barron for judgment creditor.

Evidence was given and an agreement of preferable lien on the crop or crops given by Vera Platonoff to Guiseppa Ventura and Patrick Thomas Dunworth was tendered, also a statement of account of Vera Platonoff with the Farleigh Coöperative Sugar Milling Association Ltd.

After several adjournments, the hearing was brought on yesterday, Mr. J. Condie (Wright & Wright) appearing for the garnishee and Mr. A. R. Hartley for Ventura & Co.; Mr. T. Barron having withdrawn from the case, but before doing so he put forward the following contentions: (1) The crop lien in favor of Ventura & Co. was for a sum not to exceed £50 and interest and was fully satisfied by the payment of £52/11/11 on October 31, 1929, as appears in the statement from the mill; furthermore, the crop lien did not cover a running account. (2) Any debts owing to Ventura & Co. in excess of £50 and interest are not secured by the crop lien, and the Farleigh Mill cannot pay claims to Ventura & Co. without an authority from Vera Platonoff. (3) Any debts owing to Goli & Co. by Vera Platonoff are simple contract debts, and Vera Platonoff has not assigned any part of the proceeds from the sale of cane to the Farleigh Mill in payment of same and consequently Farleigh Mill cannot pay any part of those proceeds to Goli & Co. without the authority of Vera Platonoff. (4) There is no debt whatsoever owing by Vera Platonoff to Goli & Co., and if there is any debt owing to Goli & Co. it is owed by Mrs. Kurtish and Vera Platonoff.

When the case was re-opened, Vera Platonoff asked for an adjournment to

Platonoff asked for an adjournment to October 20, stating as her reason that she had to put the matter in the hands of the Union. It was wages money from 1929 which the mill was holding. She said she got them to wait until the 1930 crop. They all agreed to wait and then they started to claim their money and the mill refused to pay, stating that it would all have to be settled in Court. "The last time I gave evidence," she continued, "I said 'Yes' where it should have been 'No'—only one statement belongs to me; also the crop lien, it is £28 and no further advances, not £50. If I owe Ventura & Co. £178 I want to know what became of £533. If Goli & Co. have rights for 40 per cent., I want them to claim for it, not Ventura & Co. on behalf of them. I also want Ventura here."

Mr. Hartley, on behalf of the lienee, Ventura & Co., pointed out that Thomas Platonoff was the judgment creditor, and not Vera Platonoff, and there appeared to be no argument coming forward on his behalf, but it was the judgment debtor who was making objections. This matter had now been before the Court for some weeks, and the parties had agreed to reasonable adjournments. At a previous hearing the adjournment was asked for in order that the judgment creditor should get legal assistance. The judgment creditor had appeared by a solicitor, who put argument before the Court and then retired. Mr. Hartley contended that there had not been sufficient reason put forward for any further adjournment, and asked that the matter proceed. The Farleigh mill had started crushing and it was advisable that the crop be harvested.

Mr. Condie stated that his position was somewhat different. He was present on behalf of his clients to establish as against the judgment creditor, the right to receive certain

creditor, the right to receive certain moneys which might be found owing from the mill (the garnishee) to the judgment debtor. So far as the actual case was concerned, he said, it did not matter if they were there indefinitely, because they held the money and were only waiting an order as to who was entitled to receive it. The garnishee did object to the continual adjournments of the matter, which were involving the secretary of the association in loss of time and traveling expenses.

The case was proceeded with. Vera Platonoff again entered the witness-box and was cross-examined by Mr. Condie. She stated that she appeared as agent for the judgment creditor and claimed that the mill's store account should be reduced by £30. The secretary of the mill had no authority to pay money to Ventura & Co. On the

last hearing she swore that the statements between Farleigh mill and herself were correct with the exception of the £30 and interest. She did not know that the mill did not expect to get money for manure until the 1930 crop was harvested. She did not know that farmers paid interest to the mill for money advanced for the manure. For the 1929 season she received statements regularly from the mill. Those statements showed that money was being paid to the National Bank of Australasia to Ventura & Co.'s account. The judgment obtained against her by Thomas Platonoff was for wages. A judgment was also obtained against her by Chierness for £58. Egnatoff obtained a judgment against her for £27/12/-. On February 22, 1930, she executed a crop lien in favor of her husband, Thomas Platonoff, for £147/8/7. That was to secure the judgment debt. On the same date she executed a crop lien in favor of G. Chierness for

lien in favor of G. Chieress for £58/6/6 to secure the amount of his judgment debt. On the same date she also executed a crop lien in favor of Sam Schegloff to secure the £5 wages which she owed him. She also executed a crop lien in favor of Egnatoff to secure the judgment debt of £27/12/-. They were all given to come out of the 1930 proceeds of the crop on the land now in question.

Vera Platonoff intimated that she had no further evidence to call.

William H. B. Christoe stated that he was secretary of the Farleigh Co-operative Sugar Milling Association Ltd. and verified the statements tendered. A crop lien dated February 16, 1929, was brought under his notice, and in consequence of that crop lien the association paid the 1929 proceeds to the National Bank of Australasia Ltd., to the credit of Ventura & Co. Copies of the payments paid to Ventura & Co. were posted to Mrs. Platonoff from time to time. He stated that he had received notice of the lien in favor of Thomas Platonoff. That was after he had received notice of three other liens.

Patrick Thomas Dunworth stated that he was a commission agent carrying on business in Sydney-street, and that he was a member of the firm of Ventura & Co., who were the lienees mentioned in a certain crop lien bearing date December 27, 1929, and made by Vera Platonoff in favor of himself and Guisepe Ventura. The lienees paid the amount of the promissory note mentioned in that lien, and they made further advances to the extent of £50. Notice of the registration of that lien was given to the Farleigh Co-operative Sugar Milling Association Ltd. within one week after registration. At the present time £50 was owing to the lienees under that lien. The lienees claimed from the association, by virtue of that lien, the amount now held by the association as the proceeds of

by the association as the proceeds of the crop covered by that lien, to the extent of the sum of £50.

This concluded the evidence, and after being addressed the P.M. found that the garnishee was not liable to pay the judgment creditor any sum.