

CALLIDE VALLEY FARMERS AT LAW

Claim For Return Of £200

Plaintiff Nonsuited

AT BILOELA on Tuesday last, before Mr A. H. O'Kelly, Police Magistrate, Julius Plume, farmer, Dumgree, claimed from Ernest Edwards, Goovigen, farmer, the return of £200 alleged to have been lent in October, 1932. The defendant denied that he was indebted and claimed that Plume had not lent him any money. After evidence the magistrate found that the claim had not been proved. The plaintiff was nonsuited and 17s. 6d. costs of Court, £3 1s. 6d. witnesses' expenses, and £15 4s. 6d. professional costs were allowed against him.

The parties had been in Court previously in 1933, when Plume sued Edwards for £14 due on the sale of a plough. On that occasion it was stated that when the plaintiff had asked for his money he was assaulted by Edwards, who was later fined 6s. in the Summons Court, Wowan. At the hearing of the present case Plume complained that he was still suffering from head injuries and that his memory was not too good as a result of the assault.

Mr A. A. Simmonds, Biloela, appeared for the plaintiff, and Mr C. F.

peared for the plaintiff, and Mr C. F. Morris, Wowan, for the defendant.

The plaintiff stated that in 1928 he selected a farm near a property owned by Edwards at Goovigen. During 1932 he engaged Edwards to plant cotton for him. It was then, the plaintiff alleged, that the defendant said he was short of money and asked for a loan of £200. According to Plume no one else was present at that conversation, and, in reply to the request for a loan, plaintiff stated that he required time to think it over. Plaintiff asked how much interest he would get, at the same time stating that if he could not make anything out of the deal it was no benefit to him (plaintiff) to lend the money. In reply, the defendant said he was a shearer's cook earning £12 per week clear for six or eight months every year, and he could repay the loan with £30 interest. Giving him time to think it over, the defendant waited three days before again approaching him on the matter. Witness then agreed to lend the money if the defendant would sign something like the receipt produced to the Court. Part of the receipt was written in ink, which the plaintiff admitted was his hand writing. The signature and address at the bottom were in indelible pencil, which witness declared was the defendant's handwriting. After Edwards read the receipt witness said that they should go to a justice of the peace and have the matter done properly. The defendant then signed the receipt and remarked that it was his signature that counted, not the paper; besides, witness was lame and unable to work. Witness then handed over £200 in cash, comprising at least one £50 note and the balance in £10 and £5 notes. The defendant turned aside, and, after counting the cash, said, "All right, good-bye." The defendant was to pay the money back when he had it, but not before a year. The receipt was made out for £230, as defendant agreed to pay £30 interest. The defendant had not repaid anything, and witness was claiming £200, the balance of £30 being abandoned, as the Magis-

trate's Court jurisdiction did not extend beyond £200.

CROSS-EXAMINATION.

By Mr Morris: The loan of £200, which was made on October 12, 1932, was the only business he had with defendant on that day. The sale of the plough was made two years previously. He summoned defendant in 1932 for the balance due on the plough. This amount was secured by a promissory note. On that occasion judgement was given in favour of witness for an amount paid into Court. That action did not concern any part of the £30 interest and was brought on six months after the loan of £200. When he loaned the £200 he did not mention the £14 still due to him. Witness did not take action earlier because the defendant was always making promises regarding repayment. It was when he promised to summons defendant in 1933 for the plough that the assault was committed. Witness was beaten about the head with something, probably stones. Since then his memory had not been too good and he was still suffering from the effects of the assault. He admitted that he offered to pay David Balooda's expenses up to £5 if he would give evidence against Edwards. The same offer was made if Mrs Balooda would also give evidence. Some time prior to this conversation he met Balooda in Jambin and asked permission to camp on his property. The permission was given and later reduced to writing at plaintiff's request. It was possible that he arrived at Balooda's place on a Saturday, but he denied that he had offered Mr and Mrs Balooda £10 each to give evidence in his favour. Balooda refused the offer of money to give evidence. Plume denied that he had offered Balooda a new set of false teeth and monkey gland treatment if he won the case. He further denied that he carried a matchbox, in which he claimed he had a set of monkey glands. Plain-

he had a set of monkey glands. Plaintiff admitted that as a result of something he had said about Balooda's son he was ordered off the property. He refused to go and said that as he had permission in writing he would stay as long as he liked and no one could put him off. On the same day Plume and Balooda approached Mr Whitney, J.P., and in the course of conversation Balooda informed Whitney that he desired witness to leave the place as he was interfering with the children. Witness then showed the J.P. a piece of paper he had in his pocket. After reading it the J.P. asked witness if he did not think it dangerous to carry such a piece of paper with him. Witness replied that he had not shown it to anyone. Whitney remarked, "You just showed it to me." Witness answered, "You are a J.P. and what you see and hear you dare not divulge to anyone."

Witness denied that Whitney had informed that the matter was defamatory and then the police found out there would be trouble. He then informed Whitney that he would destroy the paper immediately. He denied that Balooda had informed Whitney in his presence and hearing that he (witness) was a crook and was trying to bribe him against Edwards. He also denied that Balooda approached him in a threatening attitude. He had not shifted all his possessions from Balooda's place.