

WEATHER CONDITIONS AGAINST PRODUCTION

Port Curtis Association's Report for October

**PAYMENTS FOR MONTH TOTAL
£34,172**

Weather conditions have been against production, though in isolated areas, storm rains have revived pastures, states the report of the Port Curtis Co-operative Dairy Association Ltd. for October. In some areas losses of stock have been reported, but with the change in weather and storms more frequent production will respond immediately.

The reported low production in Australia has excited the London buyers, as stocks are definitely low and demand good in European countries.

The present London price of 152s. per cwt gives the exporting factories a gross income, equal to 1s. 7d. per lb. and a net return of 1s. 6½d. against a local sale price of 1s. 4d. for bulk and 1s. 4½d. per lb. for pats.

We have maintained that stabilised prices are equitable and in this case the consumer would undoubtedly have to pay a higher price for butter but for the regulation which the industry imposes on itself.

The new pasteuriser has been placed in commission at Gladstone and has proved successful. The plants at all factories have received attention and finality is being reached regarding their reconditioning in preparation for the next season.

The annual report from the laboratory indicates that the high standard in manufacture has been maintained.

Ice sales are on the up grade and the

increased price of mill offals and feed concentrates has placed a demand on our own calf meal product.

The general anticipation is that London prices will hold for a considerable time at least and that the low levels of past years will not be reverted to.

The Australian organisation has successfully resisted the few attacks and it appears that cream prices will be maintained at a better level than hitherto.

The cream pay for October has been declared at 1s. 4½d. per lb. choice grade 1s. 4d. for first, and 1s. 3d. for second grades. The total pay will be £34,172.

The cream grades for the month were choice and first grade 90 per cent and second 10 per cent.

The manufacture at the various factories was as follows, the figures for September, 1937, being shown in parenthesis: Biloela, 32 tons (37); Bundaberg, 24½ (19); Gladstone, 32½ (36½); Mackay, 8 (6½); Monto, 72 (80); Rockhampton, 24 (23); Wowan, 34 (36); total, 227 tons (238).

The receipt tendered was written on the same day as it was signed by the defendant. It was made out and signed in plaintiff's humpy after the cotton planting was finished. When asked why the writing was on an angle instead of straight across the paper, Witness said, "Look at the signatures of Mr Morris and Mr Simmonds; they are both on a slant. Is there any prohibition against writing on the slant? If you can do it I can do it. I wrote that way because I like it that way." He could give no explanation regarding the sketch on the back of the receipt.

In reply to the Police Magistrate, witness said he had never written to or asked the defendant to repay the £200. As a result of the assault he was afraid of the defendant and for this reason had never requested repayment of the

never requested repayment of the money. Accounting for the unusual size and shape of the paper, witness said that he had it at home among other pieces of paper of similar size and shape. The only reason he used such a scraggy piece of paper was because it was lying on the table and was the most easily obtained at that time.

THE DEFENCE.

The defendant said that he had known the plaintiff for eight or nine years, but had not been very friendly with him until 1932, when he did some cotton planting for him and also purchased a plough from him. He was summoned in 1932 for £14 due on the plough, but there was no mention of £200 at that time. He knew nothing about the £200 until he received the summons. Excepting a promissory note for £14 he had never signed any document agreeing to pay any money to plaintiff. He denied that he had borrowed any money from plaintiff. He had no recollection of signing the receipt produced by plaintiff, although he was certain that it was his signature. He denied that he had even signed a receipt like the one produced and stated that the matter in ink, in plaintiff's handwriting, was not on the paper when he wrote his signature and address. Looking at the plan on the back, defendant said it looked like a sketch of the land he had planted for plaintiff. Witness's signature had been put on the paper for some obvious reason, but he was unable to give any likely reason. He admitted that he had indelible pencils at home, but it was not his custom to carry one.

Cross-examined by Mr Simmonds, witness said he could not remember owing £100 on his farm to anyone in 1932. About three years ago or more perhaps the farm was mortgaged to the Commercial Banking Company of Sydney, Wowan. He denied that he received any advances from the Depart-

ment of Labour and Industry to grow cotton in 1932. He could not remember signing any crop liens at that time. It was difficult for him to remember the years that he had grown cotton, but he fancied that it was during 1931 and 1933. He was of the opinion that plaintiff had maliciously written out the receipt, maliciously taken this action against him, and had committed deliberate perjury. He denied that his signature had been put on the receipt at plaintiff's request when receiving a loan of £200.

In reply to the Police Magistrate, witness said he was not on very friendly terms with plaintiff. They were just casual acquaintances. He was a shear-er's cook, but he could not remember telling that to the plaintiff.

David Balooda, a farmer residing at Jambin, a native of Latvia and a countryman of the plaintiff Plume, gave evidence on behalf of the defendant. He said he first met Plume in 1930 and had not seen him again until about six months ago. Plume approached him and talked about this case in March or April of this year. The conversation took place in his dairy when he was separating. Plume said that he had a good job for him, easy money to be earned; he would give him a fiver for it and if he approached his wife he would

give her a fiver also. Witness inquired what was the job, and plaintiff replied, "All you have to do is to say that you saw me giving a roll of notes to Edwards; you need not know the amount." He told Plume that he had never done such a thing and would not do it for his own father or mother. After further general conversation about the farm, plaintiff left, telling witness to think it over until he (Plume) came back from Wowan. At that conversation the plaintiff did not say anything about writing. It was about a week

about writing. It was about a week after this event that the plaintiff requested permission to reside on the property as long as he liked and that he would not be charged rent. On the Saturday that the plaintiff arrived at his place, witness and his wife were offered £10 each by Plume to give evidence against Edwards. Witness then informed Plume that he would not have anything to do with him. Later when Plume used obscene language in the presence of the children and showed them immoral pictures he was ordered off the property. It was then that Plume said he could not be put off and they went to see Mr Whitney about the matter. Balooda said that he informed Mr Whitney in the presence and hearing of the plaintiff that Plume was a crook and was trying to bribe him against Edwards. He made this statement twice, but Plume did not say anything in reply. Other people who were nearby could not help hearing what was said.

Under cross-examination by Mr Simmonds, witness said there were at least half a dozen people present and his wife arrived towards the end of the conversation. He knew Edwards since 1930, but did not know him well. Edwards approached him about a fortnight ago and questioned him regarding certain statements alleged to have been made in Jambin. Witness said that when Plume offered him £5 to give evidence, the word "expenses" was never mentioned. He had never been in court previously and denied that Edwards had offered him £25 or made any offer whatsoever to give evidence. He denied that he bought a wireless immediately after Edwards saw him. He had the wireless for six months and was now behind in his payments.

Harold James Whitney, school teacher and a justice of the peace, residing at Jambin, stated that he had seen each of the parties on two previous occasions, but did not know them well. About the third Saturday in June last he saw the plaintiff and defendant in Jambin. They had two conversations.

he saw the plaintiff and defendant in Jambin. They had two conversations. During the second they walked a few yards away towards a tank and Plume remained behind them. It was then that Balooda made certain remarks regarding Plume's character. Balooda spoke loudly, but indistinctly on account of his foreign accent. Witness was unable to say whether the remarks were heard by Plume who was slightly deaf and was standing some distance away.

After the addresses by the solicitors, the police 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.

CLAIM SETTLED.

At Biloela, before Mr A. H. O'Kelly, police magistrate, Philip John Courtman and Harold Charles Russell, both of Biloela, carrying on business as Callide Machinery and Hardware Company, claimed £53 6s. from Maurice Cooper, Eidsvold, trading as Eidsvold Motors, "for money payable pursuant to an agreement in writing, dated November 17, 1936, which said agreement was duly made and entered into in the district of Biloela."

When the case was called the magistrate suggested that the matter may be

settled by a conference between the parties and the solicitors. After a three-hours' conference the matter was adjourned sine die, pending the carrying out of the terms of the settlement arranged. The terms of settlement were not announced. Mr A. A. Simmonds Biloela, appeared for the plaintiffs and Mr H. N. C. Bandidt, Monto, for the defendant.
