

## BILOELA COURT

### CLAIM FOR £200

ROCKHAMPTON, November 20.

**A**T 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 £11 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. 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

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

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 Magistrate'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

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. 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."

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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. 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 humphy 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 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

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,

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 Department 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

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 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.

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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.

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.

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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.

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The film has a national aspect insofar that it illustrates what a national asset these forests will prove to be.

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In this modern age of concrete and steel our modern cities illustrate that there is no falling off in the use of timber on the lumber side.

The forests comprise coniferous trees of a kind suitable for all

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are also suitable for pulping and con-  
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To those who love good photography  
and music the picture must appeal and  
leave a lasting impression.

In closing, Captain Frank Hurley  
must be congratulated in presenting an  
educational film in highly interesting  
and classic form.—Advt.

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