

## IN THE COURTS.

(Before Mr. M. Gallagher, P.M.).

### MAGISTRATES COURT.

#### Judgments Given.

The following judgments were issued in the Magistrate's Court yesterday:—**F. Stibbards v. W. Cowan** (Mirani), goods sold £15/8/4 (costs 9/6); **Marsh & Webster v. P. Brosnan**, goods sold £8/11/11 (costs 7/6).

#### **Chierness v. Farleigh Mill.**

A claim by Gregory Chierness, of Farleigh, for £61/4/6, against the Farleigh Cooperative Sugar Milling Association was adjourned to February 19. It was alleged that this amount was held by defendant to the use of plaintiff, being part of the proceeds of the 1930 sugar-cane crop grown by Vera Platanoff.—Mr. W. A. Amiet appeared for plaintiff and Mr. J. Condie for defendant.

#### **Garnishee Order.**

In connection with a garnishee order nisi issued by Thomas Platanoff as judgment creditor against the Farleigh Cooperative Sugar Milling Association as garnishee, in the action in which Thomas Platanoff was judgment creditor and Vera Platanoff judgment debtor, the rights of the judgment creditor to obtain payment of any moneys was disputed on the ground that moneys were owing by the judgment debtor to the garnishee in excess of any moneys which might otherwise have been available for attachment.

Mr. T. Barron, who appeared for the judgment creditor, said that the question as to whether anything was owing would depend to a great extent on the judgment in the Chierness v. Farleigh mill case.

Mr. A. R. Hartley said he appeared

Mr. A. R. Hartley said he appeared on behalf of Patrick Thomas Dunworth and Guiseppe Ventura, carrying on business as Ventura & Co., which claimed to be the holder of a lien over the crops in connection with which the garnishee was issued. The company desired to be heard when question of the ownership of these moneys was tried.

Mr. J. Condie, who appeared for the garnishee, said that he raised the question of prior rights of Ventura & Co., under and by virtue of the lien on crops as against the judgment creditor.

Hearing was adjourned to March 5.

**Premier Cash Stores v. Lewis.**

The case in which the Premier Cash Stores claimed £23/14/7 from T. Lewis, for an alleged dishonored promissory note was further adjourned for a fortnight.—Mr. W. A. Amiet appeared for plaintiff.