

PAPERS RELATIVE TO THE CONDUCT OF BUSINESS IN THE RESIDENT MAGISTRATE'S COURT AT AUCKLAND.

No. 1.

Mr. M. FOLEY to the Hon. the COLONIAL SECRETARY.

SIR,—

Auckland, 26th August, 1872.

I have the honor to bring before you notice Mr. Beckham's conduct with regard to some cases in which I was concerned, and which form the subject of this complaint.

Mr. Beckham's decision on each of these occasions, and the remarks he made during the hearing of the cases, have tended greatly to injure my business by casting a doubt on my character, in consequence of which I have determined to make this complaint.

I have been nine years in the Colony of New Zealand, and have carried on the business of a grocer and a tea dealer for the last five years in the city of Auckland. In the course of my business as grocer, I was dealing with a merchant named W. J. Vance, and was supplying his family with groceries, and also two of their friends. They were in the habit of paying their accounts monthly or quarterly, as suitable. Mr. Vance's brother, Mr. Richard Vance, his brother-in-law Mr. Booker, and a friend, Mr. Evans, were residing in one house, and sent their housekeeper to my store for goods. Mr. Richard Vance also called and ordered a certain class of goods to be sent, which I agreed to do. The goods, as ordered, were sent to their place of residence, either by my servant or myself, but in most cases sent through their housekeeper, who was in the habit of calling at my store for them. On several occasions I sent in my accounts for the goods so supplied, and payment was promised. I saw Mr. Richard Vance, who requested me to make out their account in full and send it to them. I did so; and when Vance received it, he said, "It shall be settled on Wednesday." Another of the defendants, Evans, called about the account, and said, "We did not think we owed you so much," and produced a bill saying, "I received this from the housekeeper, and thought this was the amount we owed you," and that he would like to see the housekeeper before settling the account. A day or two afterwards I saw one of the defendants, Vance, who said his partners were not willing to settle the account, but that he was, and would pay his share or give £4, which I would not accept, as I required the whole, and told him that I considered him the responsible person, as he came to my shop and ordered the goods to be sent. Having waited some time with the expectation of receiving the amount of my account, I took out a summons in the Resident Magistrate's Court, Auckland, against Vance, Booker, and Evans. Before the case came on for hearing, the defendants offered to pay half the amount, which I declined to take.

The case came on for hearing before Thomas Beckham, Esquire, Resident Magistrate, on the 28th day of October, 1870, when I myself with my witnesses, together with two of the defendants, Vance and Evans, appeared. I with truth affirmed that the goods specified in my bill of particulars were supplied at the request of the defendants, and delivered either by myself, my servant, or to the housekeeper as before stated. The defendant's housekeeper also corroborated my statement, and also said that all the articles in the bill of particulars were supplied and consumed in the house of the defendants.

On the part of the defendants, two of them, Vance and Evans appeared, and swore that they were not indebted to me for any goods, as they had not required any from me, and produced a book purporting to show their dealings with another grocer, in which were entries for similar articles on the same date as specified in my bill of particulars, and it would have been impossible for them to have consumed the goods stated to have been supplied by both grocers on these dates, and that they always paid their tradesmen's accounts, and produced a book in proof of that statement. The defendant Booker did not appear in answer to the summons. I had an impression that the said Resident Magistrate, Thomas Beckham, Esquire, had from the commencement of the hearing imbibed a prejudice against me, and under these feelings, by the advice of my counsel, I consented to accept a nonsuit.

On the 2nd day of December following, having obtained a fresh summons against the three defendants, the case again came on before the Court, Booker again not appearing, and Thomas Beckham again presided. Previous to the cause coming on for hearing, an offer was made by defendants' solicitor to pay half the amount sued for, which offer was declined. Proof was produced to the Court that the goods were supplied by the defendant's order. This was also proved by four or five witnesses, friends of the defendants.

In cross-examination, defendant Evans admitted having my bills in his possession for a considerable time, and admitted the debt, saying that they were agreeable to pay the account. He also produced receipts which proved that the entries in the books he kept were all false, and that his statements in his previous defence were false.

In cross-examination, defendant Vance stated that he went to my shop, but did not know whether he ordered the goods or not. He acknowledged promising to settle the account at different times.

The said Thomas Beckham, Esq., as such Resident Magistrate, evidently showed, on the second hearing, a strong leaning towards the defendants, and was again particularly disposed to disbelieve, not only my evidence, but also that of the witnesses called in my favour, and eventually gave a verdict for the defendants as the account had not been paid before. My counsel remonstrated with Mr. Beckham, stating that accounts had been furnished and payments promised, and, no payment having been made, I was compelled to summon; to which Mr. Beckham made no reply. This decision caused much