

In 1875 Carlin Gill and his wife became the subject of a serious fraud case. The Gills had been borrowing sums of money on the promise of a family inheritance of £1,000 which they had been claiming was due to them.

THE CASE OF MR. AND MRS. GILL IN NELSON.

Nelson Evening Mail 16th December 1875 and Taranaki Herald, 22 December 1875

In the Resident Magistrate Court in Nelson, Carlin and Julia Gill were charged with obtaining from Joseph Auty Harley in July last, a cheque for £19, by falsely representing that a large sum of money was coming out from England to them through Messrs. Adams and Kingdon. Carlin Gill was absent, and after some discussion it was agreed to proceed with the case against the wife only.

Mr. Acton Adams appeared for the prosecution.

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Mr. Acton Adams appeared for the prosecution, and Mr. Pitt for the defendants. Mr. Adams in opening the case said that since the order was given by Gill, £1,000 had come out to the defendants, but it had previously been conveyed, to Mrs. Gill and a trustee and they had no power to draw upon it.

Mr. Bourke, the ledger keeper at the Union, Bank, produced the cheque, which had been duly paid on presentation.

J. A. Harley: In July last I was landlord of the Ship Hotel. Previous to the 8th July Gill frequently came to me to borrow money. On that date both husband and wife came, and said that they were in distressed circumstances then, but had some thousands - coming out from England through Messrs. A. Adams and Kingdon. They gave me an order on Adams and Kingdon for £30, and as they owed me £11, I gave them a cheque for £19. I should not have given them the cheque had it not been for the representations which were made by both of them. Mrs. Gill came to my house with her husband for the express purpose of signing the order. I presented the order but it was not paid. I have since heard from both the defendants that the money has come out. Mrs. Gill has told me that if her husband were in town I could get the money.

Cross-examined: I wrote out the order which both signed. Gill had frequently before asked me to lend him money, and said that he had a large sum coming out from England. I asked Mr. Acton Adams whether this was true, and he said 'it was. Gill had told me that he had executed a deed of settlement upon his wife, but that he was going to get it upset. About two months ago Gill told me that the money had come out. I have given them credit for £6 or £7 since the order was signed.

William Acton Blakeway Adams: I am a solicitor, and one of the firm of Adams and Kingdon. The answer made to Mr. Harley was, "There is money coming out." The money that came from England was a little over £1,000, and was sent out to the trustees, but through our firm with the accounts to see that Gill examined and signed them, and endorsed the draft before the money was paid to the trustees. The draft was handed over to the trustees without deduction, these being our instructions. The trustees are Robert Clinton Hughes, solicitor, of New Plymouth, and Mrs. Julia Gill. The draft was drawn in favour of the trustees, ourselves, and

Julia Gill. When Gill's order was presented we first declined to receive it, but afterwards at Harley's request marked it and let it remain, in our office.

Cross-examined : One draft of a little over £1,000 came out. Adams and Kingdon had advanced about £1,000 to Mr. Gill. The draft was finally sent to Mr. Hughes at New Plymouth, I believe at Mrs. Gill's request. Mr. Sylvester, the solicitor to Mr. Gill's mother's trustees, sent it out. We took Mr. Robert Martin Smith's guarantee for money advanced to Gill. Mr; Pitt contended that the prosecution had failed to make out any case whatever. It really was most painful that upon such slight grounds so serious a charge should be made against a respectable woman. Mr. Harley as a matter of fact had not given the cheque upon their representations, but had taken the trouble to make enquiries, had learned that money was coming to the defendants) and was aware of the deed of settlement. The Bench at once dismissed the case against Mrs. Gill, and Mr. Acton Adams stated that he was instructed to withdraw the charge against Mr. **Gill**.

The plaintiff was a creditor, a publican named Joseph Auty Harley.

It was found that the money had indeed arrived in New Zealand, but had been temporarily tied up in a trust. A solicitor named Adams stated in evidence that the trustees were Robert Hughes, the solicitor of Julia Gill, and Julia Gill herself. The sum had been sent out to New Zealand by a Mr. Sylvester, the solicitor of Carlin Gill's mother's trustees. (Mary Gill, Carlin's mother, had died in May 1867.) The case was dismissed.

10 months later, as we shall see, the Gills counter-sued Harley.

During 1876 Carlin Gill seems to have continued operating as a photographer, advertising some times in Nelson and sometimes in New Plymouth.

[A CARD.]
**CARLIN GILL, LANDSCAPE
 PHOTOGRAPHER.**
 Orders will be received at Mr G. BONNING-
 TON'S, Trafalgar-Street, Nelson, after the
 30th inst.
 Nelson, Nov. 24, 1874. 3298

Nelson Evening Mail, 13th January
 and 23 February 1876

Gill, Carline, photographer, Devon st

Wises City and Area Directories
 1875/76 Taranaki

PHOTOGRAPHERS.
 Gill, Carline, Devon st
 Webster, Hartley, Devon st

Wises City and Area Directories
 1875/76 Taranaki

It was also during the year of 1876 that their last child, Mary Francis Louisa Gill was born, in Nelson.

BIRTHS

**GILL.—April 28th, at Victory Square, Mrs.
 Carlin Gill, of a daughter.**

Nelson Evening Mail, 11 May 1876

1876/6672	Gill	Mary Frances Louisa	Julia	Carlin
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In the Resident Magistrate's Court this morning Carlin Gill and Julia Gill, his wife, sued John James for £49 1s, the value of certain goods, the property of the female plaintiff, alleged to have been wrongfully seized and sold by defendant. Gill's evidence having been taken, the case was adjourned until Thursday. Mr Pitt appeared for the plaintiffs, and Mr Fell for the defendant.

The Gills now began some litigation of their own.

John James had a general store, selling furniture, household appliances, pianos etc on Bridge St., Nelson.

26th Dec Nelson Evening Mail reported that the judgement went in favour of the defendant.

Carlin and Julia Gill now took a case against Joseph Auty Harley, the publican of the Ship Hotel in Nelson, who had the previous year laid information against them and unsuccessfully prosecuted them for fraud.

S U P R E M E C O U R T
C I V I L S I T T I N G S.
[Before his Honor Mr Justice GILLING.]
THIS DAY.
GILL AND WIFE v. JOSEPH AUTY HARLEY.
This was an action for damages for malicious prosecution in consequence of defendant having laid an information against plaintiffs for having obtained money under false pretences, and caused them to be arrested and imprisoned, after which they were brought before Justice of the Peace charged with the same.

Nelson Evening Mail, 7 December 1876

Gill and wife v. Joseph Auty Harley. This was an action for damages for malicious prosecution in consequence of defendant having laid an information against plaintiffs for having obtained money under false pretences, and caused them to be arrested and imprisoned, after which they were brought before two Justices of the Peace, and the charge was dismissed. The arrest and imprisonment were admitted, the

question at issue being whether the proceedings were malicious and without proper cause. Mr Pitt appeared for the plaintiffs, and Mr Acton Adams for the defendant.

The following jury was sworn:— Messrs J. Bolton (foreman), C. Smith, Thomas Snowdon, R. Boddington, D. Whiting, J. Schwass, J. Robb, P. Leahy, W. Lines, J. Glover, T. Brooks, and J. Braddock.

Having opened the case for the plaintiff at some length, Mr Pitt called Carlin Gill, who said: My wife and I are the plaintiffs. We were married in 1867. We came to Nelson from New Plymouth in 1865. I executed a deed of settlement in December of certain property coming to me under my mother's will, making my wife and Mr Hughes of New Plymouth the trustees. Under that will certain property was to be mine on attaining the age of 30 years, which was in June, 1874. My mother died before I married. Before making the settlement I had been receiving money from home for some years. In 1874 Messrs Adams and Kingdon prepared a power of attorney to forward to England, authorising an agent to receive money for me. In 1875 I used to frequent the Ship Hotel, of which defendant was landlord. In July I owed him about £11. He proposed to me that instead of scoring up the items against me I should give him an order on Messrs Adams and Kingdon, which he could cash, and I could then pay as I went. I gave him an order for £30, signed at his request by myself and wife. He gave me a cheque for £19, and kept the balance in payment of my account. He and I had had several conversations about my money affairs, with which he was perfectly acquainted. I was expecting £2,000. I had had advances from Adams and Kingdon,

and owed them money. I was surprised to find it amounted to between £800 and £900. In December, 1875, a draft for over £1,000 came out. In that month I was arrested by Sergt. Nash on my returning from town to Nelson. I was taken to the lock-up, where I was detained 24 hours. It had been raining, and I was wet through. I had been an invalid for over two years, and caught cold and was very ill in consequence. My solicitor's bill for defending me was £4 16s 10d. My credit was seriously affected by the proceedings taken by Harley. (Letter put in from Mr Pitt to defendant, claiming apology and reparation for arrest.)

Cross-examined: When I was frequently at the Ship Hotel I was on very good terms with Harley, and remained so until he took the proceedings. I was not in very distressed circumstances about that time. I did not tell Harley that my landlady had threatened to turn me out on account of my owing her money. I used to borrow small sums from Harley. I told him there was a considerable sum coming out to Adams and Kingdon for myself and Mrs Gill, and out of that the order I gave him for £30 would be paid. It was on the strength of this that he gave me the cheque for £19. I had signed an account showing the amount I owed Adams and Kingdon, but am not able to say whether it was before or after giving the order to Harley. I made no effort to obtain bail at the time of my arrest and imprisonment.

Re-examined: It was Harley's proposition that Mrs Gill should sign the order for £30. Sergeant Nash proved the arrest, and on cross-examination stated that on Gill being brought before the Justices he was remanded because it appeared that he had been drinking and was not in a fit state for the case being proceeded with.

H. C. Baddeley, clerk of the Resident Magistrate's Court, produced the depositions in the case in that Court.

Julia Gill: I am wife of Carlin Gill. In July, 1875, I signed an order for £30 in favor of J. A. Harley. I had never spoken to him before the day on which I signed the order, which was lying on the table all ready for signature when I got there. I had no conversation at all with him about any money coming from England or the deed of settlement. I made no representations of any kind whatever to him. I saw Mr Harley after the money had arrived, and told him of it. I never gave any instructions to Adams and Kingdon not to cash the order. I went to New Plymouth, in November, 1875, and returned in December, and two days after I was arrested and taken to the Police Court, brought before the Magistrates, and remanded. On the case being heard the charge was dismissed. In the Court, Harley said he had seen Mr Adams before I signed the order, and that it was owing to information received from him that he lent us the money. He also said that Mr Gill told him he was going to get the settlement upset. I saw Harley some time after the charge was dismissed, and asked him if he would make a public apology, as, if so, I would be satisfied. He replied that I was a dishonest woman, and he would have nothing to say to me. The sum that came out was £1029, which came to Mr Hughes as co-trustee with myself. The money has been devoted to paying Mr Gill's debts. I authorised Mr Akersten at one time to offer Harley £20 toward the debt.

Cross-examined: I knew that Mr Gill was on good terms with the defendant. I did not know Harley had lent him small sums at various times. Previous to the 8th July we were boarding at Mrs Hamilton's. She was not pressing us for payment. I do not remember Harley asking about the money coming from England before I signed the order. The reason of my signing the order was to enable Mr Gill to get the cheque for £19. The cheque was given to me, and I handed it to Mr Gill, for which Mr Harley blamed me. I did not tell Mr Harley how the money was tied up by the deed of settlement. The £30 is still owing to Harley. I believe Mr Gill incurred a further debt

of £8 to Harley between the date of our signing the order and that of our arrest. Re-examined I was quite willing that the money should be paid to Mr Harley if I could have had my way.

William Akersten: I know the plaintiffs. In July, 1875, defendant was keeping the Ship Hotel. About September I had some conversation with him about the Gills. They owed both of us money, and he told me that he had made his right, as they had money coming out, and he had an order signed by Mrs Gill. He said he was sure of getting his money, as he had seen Adams and Kingdon about it. In the last conversation I had with him about it he did not seem so hopeful, and said he should take proceedings to empower payment. Shortly after the proceedings against the Gills, I offered at Mrs Gill's request to pay him £20, as £19 was owing him for money advanced, and the balance of £10 to stand over at interest. He refused to take it, as he said he would get the whole amount.

Cross-examined : I don't think the money was offered in settlement of the whole claim.

This closed the case for the plaintiff. Mr Acton Adams then opened his case, the gist of which was that at the time plaintiff gave the order he was well aware that he had already settled away the money that was coming to him towards the payment of his debts, and that even up to the present time no money had ever come to Adams and Kingdon out of which the order could be paid.

Joseph Auty Harley was then called, who said: In July, 1875, I was landlord of the Ship Hotel. I had then known Gill for a few months, and was on intimate terms with him. Gill frequently stated that he had money coming out to him. I used to lend him small amounts from time to time. In July he told me that he was in very bad circumstances, that his landlady was pressing him for money, and that he was very hard pressed, although he was expecting money very shortly. On the 7th July he bothered me a good deal about money, and asked me for £30, for which he and his wife 'would give an order on Adams and Kingdon, through whom money was coming out to her. Next morning he came and said if I would go to his lodgings Mrs Gill would sign the order. I said, No, if it was worth having she must come to me. He brought her, and I told her all that had been said, and she said it was true, and signed the order, when I gave her a cheque for £19. I gave the cheque on the strength of Gill's representations, and for the purpose of assisting him. Previous to that I had never gone to Adams and Kingdon's for the purpose of making enquiries about Gill's affairs. I knew, nothing of the settlement or its provisions. A day or two before laying the information I went to Adams and Kingdon's, and found out from them that the order would not be honored. I heard that the money had come out, and Gill told me that his wife had gone to New Plymouth to arrange with her cotrustee about the payment of the money. On enquiring at Adams and Kingdon's I learnt that there was no chance of the money being paid. I had no ill-will whatever against Gill until I found that he had swindled me. Cross-examined: I did not speak to Gill about the affair between us, hearing from Mr Hughes that I should not get the money at the time of taking proceedings. Before signing the cheque I had asked Mrs Gill whether her husband's yarn about getting money was true. She said yes. I did not order the warrant for his arrest to be issued. This concluded the evidence, and, counsel on both sides having addressed the jury, His Honor commenced to sum up, and had not finished when we went to press.

Some of the details are interesting.

According to Carlin Gill the money had come to him under his mother's will. (Recall that the Carlin family was wealthy. Carlin's mother and two siblings had inherited considerable property on the death of her father Thomas Skinner Carlin.) We can learn that when his mother died in 1867 property had been left to him to which he would be entitled on reaching the age of 30 (which occurred in 1874).

When his recent sum arrived (£1029.00) Carlin Gill had settled it as a trust in the name of his wife Julia and her solicitor.

(Prior to this settlement he had been receiving money "from home" for a number of years.)

CIVIL SITTINGS.
[Before his HONOR MR JUSTICE GILLIES.]
YESTERDAY.
CARLIN GILL AND WIFE V. J. A. HARLEY.
The jury retired yesterday afternoon about five o'clock, and shortly before six returned to the Court with a verdict for the plaintiffs, damages £150.

SUPREME COURT.

Nelson Evening Mail, 8
December 1876

The Gills won their case and were awarded damages of £150

Although he won the Supreme Court case in which he and his wife were sued for fraud, Carlin Gill was still experiencing financial and health problems.

Hamilton v. Gill.—Action to recover £11 3s 5d, balance of account for board and lodging. The defence was that the full amount had been paid. Judgment for defendant. Mr Acton Adams appeared for plaintiff and Mr Pitt for defendant.

Nelson Evening Mail
20th December 1876

RESIDENT MAGISTRATE'S COURT. Colonist, 9 January 1877

J. JAMES V. C. GILL.
This was an application for a judgment summons against the defendant upon a judgment previously obtained for the sum of £37 5s 9d. The defendant not appearing, his Worship ordered that the defendant having been duly summoned, and not having attended as required by such summons, and not having alleged sufficient cause for not having attended, unless the whole amount, together with costs of the application, were paid to the Clerk of the Court on or before the 15th inst., that he be committed to the common gaol at Nelson for the space of three months.

John James, who had been unsuccessfully sued by the Gills (see 11th Sept 1876), now sued Carlin Gill.

Carlin Gill did not appear. He was found liable for the sum of £37.5s.9d plus costs and threatened with gaol if he failed to pay.

For the next few years nothing more seems to have been reported regarding the Gills. Evidently the family had shifted back to New Plymouth.