

Dungarvan Slender Action.

LETTER FROM "DINKY" TO "TUT."

HIS LORDSHIP'S COMMENTS.

At Dungarvan Circuit Court, before Mr. Justice Sealy, K.C.,
Miss M. Dalton, confectioner, sued Miss M. Meade, Square, Dungarvan, for £300 damages for slander.

Mr. E. A. Ryan, solicitor, for the plaintiff, and Mr. J. Carroll, solicitor, for the defendant.
Mr. Ryan said plaintiff was a native of Goshill, King's County, and was a confectioner by trade. She came into Miss Meade's employment in August, 1924. During the course of her employment this girl got a lot of abuse and ill-treatment. Plaintiff is engaged to a most respectable tailor named Dalton, and her employer made this the subject of an attack on her, and on two occasions she made remarks that the plaintiff had miscondemned herself and was not a person of proper character. She also charged her with robbery and thieving and robbing her till. Defendant went to Mr. Spears, collector, and got from him a letter to Miss Dalton ordering her to leave the premises in 14 days and that if she remained longer she would be regarded as a trespasser and fired out. On the 6th September, 1926, he (Mr. Ryan) wrote to defendant to the wrongful dismissal of plaintiff and of her having on several occasions made slanderous statements respecting her moral character and demanding an apology with costs. There was no apology. In consequence of the stories going round the plaintiff would not be admitted to her father's house, and she came to the court to clear her character of these unfounded allegations.

Mr. Carroll—All lies, my Lord.
Miss Mary Dalton, in reply to Mr. Ryan, said when she came to Miss Meade's employment in August, 1924, she had a reference of character from her priest. Her duties were in the bakehouse and also shop. The first year she was there defendant came up to her one evening and accused her of taking money out of the drawer. For a few weeks witness was walking out with a young man who was staying in the village, and one evening defendant said to her, "I would be soon in the arms after this young man." That was in October, 1925, and was spoken in the presence of the servant, Bridie Tutty. Witness asked her was she fit to prove it in law, but she made no answer. On several occasions witness threatened to leave her, but was asked to stay on. On the 15th September, 1926, some child came to the door and asked for Miss Dalton. It was the defendant answered the knock and said, "Miss Dalton will soon have a family of her own." Witness was at the time in the bakehouse. She was walking out with Mr. Frank Dalton to whom she was engaged.

His Lordship—This is rather an equivocal slander, as the remark passed about having a family would be quite natural. Witness, continuing, said before leaving the defendant's employment she was under a fortnight's notice which she received from Mr. Spears. On the Saturday evening her time was up she asked her to come back again, and later told her to pack up and clear out.
Mr. Ryan—Before that did she say anything to you about money? She accused me on several occasions of taking money out of the till. These charges were made in the presence of Bridie Tutty. In March she was behind the counter one evening when defendant came out and called out the mails and wanted to know where she (witness) got all her style and said it came out of her drawer.
Mr. Ryan—Can you give any reason why she should make this attack on you? Witness—Before she passed these remarks I had been attended by Dr. Moloney. On several occasions I was leaving her employment, but was stopped. Defendant refused to give her a reference when leaving or a character. Witness did not steal or in any way injure her while in her employment.

Cross-examined by Mr. Carroll—Was a great slander used against you in October, 1925? Yes. Who were then present? The servant, Tutty. And notwithstanding all the bad slanders you remained in her employment until September last? Yes, at the request of her sister. If you were kept on you would have lived under the slander? Not after the 15th September. When was that? On the 15th September. She got a letter to leave from Mr. Spears on the 14th August. Used Frank Dalton come into the shop very often? Very seldom. Did Miss Meade say she would prefer he would not come in during the day when people were being attended to? She never said that to me. When did you discover you had Dalton as witness? What did he know about it? He was listening outside the door one evening. Did you know on the 21st September that Dalton would act as witness for you? In

March last she knew he was outside the door and heard the slander. On the 21st September, 1926, how many witnesses had you? Miss Tutty.
Mr. Carroll (handing witness a letter)—Is that your handwriting? Yes. Did you ever offer money to Bridie Tutty? No. I did not offer her money, but I offered her her expenses as I knew the girl had not very much means and had to come from Troughal here.

YOUR OLD PAL, DINKY.
Mr. Carroll then read the following letter—
Commercial Hotel, Dungarvan,
21st September, 1926.

Dear Bridie—Don't be surprised to get a letter from me. I am in great trouble at present with Nora Meade, so I want you to stand by me in the court. I have no witness but you. Mrs. Stokes refused to say anything, so I know you won't fail on me, and Frank hopes so. I have taken law of her, so it will cost her £300 before I am finished with her. I have everything settled only the witness. Well, Tut, you know how Nora treated me, so I want you to come whenever I want you. You will be paid your expenses and get £10 or £15 otherwise. I went up to your mother for your address and she gave it to me. Let me know if you will stand by me. If not I am lost. It is time someone brought Nora to her knees. In the meantime I hope to take a trip to see you, so you will understand what I mean. I will not take place until November 6th.
Hoping to hear from you in the meantime,
Your Old Pal,
M. DALTON.
(Dinky).

Cross-examination continued—What is Dinky? I was always known by that. Have you been to see Bridie? No. Miss Bridie Tutty was the next witness and admitted having received the letter read.
His Lordship—You did not get the money yet? No.
Examined by Mr. Ryan—Do you remember an incident in October, 1925, between the plaintiff and Miss Meade? I don't remember anything. What used to happen? I don't know. I used to be mending my own business. You made a statement in my office? Yes, but I was not on my oath then. Do you want to go back now of what you stated in my office? No reply. Up to the moment you went into the witness box were you not sitting there for days with Miss Dalton as her friend? I don't know who Miss Dalton was. What happened between this time yesterday and to-day—who changed your attitude? No one. I was not on my oath until to-day. Do you remember any remark passed by Miss Meade to Miss Dalton about her going into the union?
Mr. Carroll—I object.
To his Lordship, witness said she remembered nothing said by Miss Meade about Miss Dalton.
Mr. Ryan asked for permission to cross-examine the witness, who had turned hostile.

His Lordship—How can I do that when she has got an offer of £10 or £15? Witness (to Mr. Ryan)—I am left Miss Meade's employment for the last 7 or 8 months and I don't know what happened.
Mr. Ryan—Will your Lordship allow me to cross-examine her on the statements she made in my office?
His Lordship—Then I cannot allow it. Mr. Ryan (to witness)—Did you know a man named Bolger in Dungarvan? Yes. Did you know Miss Dalton was walking out with him? I did not know where she was going.
Mr. Ryan—Did you on any occasion say anything about Miss Dalton?
Mr. Carroll—I object.
Mr. Ryan—It is quite clear the witness is not disposed to give any evidence. As to the letter of which so much capital was made of, the fact was that unless Miss Dalton could get this witness there would be no case. This witness has been here for the past two days waiting for the case, and during that time she was charged with forging a birth certificate. Accused was a plasterer, who came to Dungarvan from Cork some time previously.

Mr. E. A. Ryan, State Solicitor, prosecuted.
On being arraigned the prisoner pleaded guilty and handed to the jury a statement which his Lordship read.
Supt. Murray said the character generally of the accused was not good. He had been convicted of the larceny of a bicycle and other cases were being investigated at present in which it was thought he might be concerned. He was not a native of this district, and was probably better known in Cork and Limerick.
His Lordship said the accused treated this girl disgracefully by marrying her while his wife was alive, and for that he should be punished. In his statement accused said he believed his wife was dead. His Lordship did not believe that, and he sentenced the accused to 18 months' imprisonment with hard labour in each charge to run concurrently.

A Dungarvan Building.

WHO OWNS THE WALL?

INTERESTING PARTY WALL CASE.

At the Dungarvan Circuit Court on Saturday, before Mr. Justice Sealy, K.C., Mrs. Kate Walsh, Square, Dungarvan, and Mr. John Crotty, hardware merchant, for damages for building a shed on a wall, her property, at the rear of her premises and asking for its removal.
Mr. M. J. Conolly, B.L. (instructed by Messrs. Williams and Co.) for the plaintiff. Mr. E. A. Ryan, B.L. (instructed by Mr. E. A. Ryan) for the defendant.
Plaintiff claimed the whole wall at the rear of her premises, while the defendant claimed that half the wall was his. Mrs. O'Riordan, C.H., Limerick, proved the map of the premises in dispute, and said if the wall was not a party wall the defendant had encroached on the premises of the plaintiff.
Replying to Mr. Conolly, he said the gutter would injure Mrs. Walsh's premises through leakage if not kept in repair.
By Mr. Emondé—There are signs of leakage on the floor. It is a new gutter. The wall would be over 100 years old. Mrs. K. Walsh, successor to the late Mr. Keating, to whom the premises were devised in 1836, said a man named Flynn occupied Crotty's premises in her father's time, the late Patrick Power. The roof there before was a felt roof erected in 1925. Before the fire in 1925 it was a roof with very small slates. The old roof rested on the wall for four inches on Crotty's side. That was the way the stable and side were always. About 30 years ago the defendant's father was trying to put a lean-to on his own side and the late Mr. Hunt, son, came up and said the defendant could not build against it and should keep out 6 inches as it was not a party wall. As a result the store that was encroaching was pulled down. In 60 years she never saw a shed where it is at present. Since the shed was put up the damp comes in due to shaking the roof in fixing the roof. The damage is to the hayrack. No building of defendant's ever rested on that wall.
His Lordship said on the same wall she was sworn there was an erection for 70 years.
Mr. Conolly—That was where the gable is.
By Mr. Emondé—I claim both walls on each side of my yard. When I returned the roof it projected into Crotty's yard. I don't know if a man named Cowry erected the shed in the yard 25 years ago.
Wm. O'Brien, carpenter, said he took off the roof of the plaintiff's premises over a year ago. It was half rotten and was about 3ft. over on Crotty's side. The new roof was projecting the same way. He saw no concrete bed.
For the defence Mr. Bowen, B.E., gave evidence of the plan on the map. He said the gutter would keep the roof dry. The high wall would be over 100 years.
By Mr. Conolly—The gable would be a much newer structure than the old wall on portion of the wall on which the gutter is a building lay on it before. The gutter is well made and quite able to do its business.
Mr. John Crotty, hardware and timber merchant, said until recently the building never complained of the timber or plating against her wall. On Christmas eve last Mrs. Walsh sent for me and tried to convince me that the wall was hers. It was on the 1st October, 1926, the fire was in his yard, and it was only this year the shed was put up, so he gave all the time possible to assist Mrs. Walsh. 70 years previous said in the plaintiff's yard could not project over the wall to the defendant's yard.
By Mr. Conolly—I had a shed on the same place before. I don't remember the plaintiff telling me she prevented my father putting a building on the wall.
Michl. Cowring said 25 years ago he built a shed in Mr. Crotty's yard. He looked into the wall and on the top of the wall he laid a wall-plaster 3 inches off. No one objected. That wall-plaster rested there until the fire.
His Lordship—The only thing in your favour, Mr. Conolly, is the map, but the measurements are against you.

COMING DAIL ELECTION.

MR. JOHN BUTLER, T.D., NOT GOING FORWARD.

Mr. John Butler, T.D., who has ably represented the interests of Dungarvan and Co. Waterford in the Dail since his inscription, has decided not to seek re-election at the coming General Election, and his decision will be read with regret by his many friends in the Labour movement and outside it. In connection with his retirement the following correspondence has taken place—
RE DAIL PANEL.
I.T. and G.W. Union, Dublin,
8th September, 1926.
A Chara—As you have been already named on the N.E.C. selected by amongst others as one of the provisional candidates whose names were being forwarded by this Union to the Irish Labour Party for inclusion in the Dail Panel, we have now been informed that the National Executive has provisionally approved of your name going on the list provided the enclosed form of consent and acceptance is signed and returned by you. We would therefore be glad if you would complete the enclosed form and return it to us without delay.—Yours fraternally,
W. O'BRIEN, General Secretary.
To Mr. J. Butler, T.D.,
15 Thomas's Terrace, Dungarvan,
8th October, 1926.
A Chara—Your letter of the 27th ult. to hand, also form of consent for inclusion on Panel. As it is not my intention to seek selection as candidate, I desire you to remove my name from the Panel. I have informed the Waterford Branch of my decision. I herewith return form.—Yours fraternally,
J. BUTLER.
Wm. O'Brien, Esq.,
General Secretary I.T. and G.W. Union,
85 Parnell Square, Dublin,
11th October, 1926.
A Chara—Your letter of 8th inst. to hand returning form of consent for Dail Panel. We regret to hear that you have decided not to seek re-election, and we are informing the Irish Labour Party accordingly.
W. O'BRIEN, General Secretary.
To Mr. J. Butler, T.D.

THREE YEARS' IMPRISONMENT.

DUNGARVAN BIOAMY CASE.

At the Waterford Criminal Court on Tuesday, before Mr. Justice Sealy, K.C., a young man named Erany alias Walsh was put forward charged with having at Dungarvan on April 10th feloniously married Ellen Tobin while his wife was still living. On a second count he was charged with forging a birth certificate. Accused was a plasterer, who came to Dungarvan from Cork some time previously.
Mr. E. A. Ryan, State Solicitor, prosecuted.
On being arraigned the prisoner pleaded guilty and handed to the jury a statement which his Lordship read.
Supt. Murray said the character generally of the accused was not good. He had been convicted of the larceny of a bicycle and other cases were being investigated at present in which it was thought he might be concerned. He was not a native of this district, and was probably better known in Cork and Limerick.
His Lordship said the accused treated this girl disgracefully by marrying her while his wife was alive, and for that he should be punished. In his statement accused said he believed his wife was dead. His Lordship did not believe that, and he sentenced the accused to 18 months' imprisonment with hard labour in each charge to run concurrently.

SEIZURE FOR RATES.

ACTION AGAINST RATE COLLECTOR.

IMPORTANT SUIT.

At the Dungarvan Circuit Court last week before Mr. Justice Sealy, K.C., Mr. James Lonergan, Calernane, Kill, and the Trustees of his marriage settlement, sued Mr. John Kirwan, rate collector, Bonmahon, for damages for illegal sale of farm stock seized by the defendant under his warrant for poor rate and subsequently sold by the defendant to his brother at Dungarvan Pound for the amount of rates due.
Mr. P. Cummins, B.L. (instructed by Mr. P. O'Connor, solicitor, Waterford) for the plaintiff. Mr. Emondé, B.L. (instructed by J. P. Williams and Co.) for the defendant.
Mr. Cummins, B.L., said the amount of rates due was £36 6s. 6d. for 1923-24. Defendant got a decree at Kilmacthomas Court and subsequently the amount was sent to the Sheriff's assistant. There were other decrees also against the plaintiff. Some time afterwards when the Guards were about executing decrees plaintiff's wife explained that the money was paid. The Guards were satisfied and went away. Subsequently Mr. Kirwan, rate collector, came with bailiffs and seized the cattle and drove them to Dungarvan Pound when they were sold the following day to his brother and then taken to Bonmahon.
James Lonergan in his evidence said his rates for 1923-24 were outstanding in May, 1924. He remembered paying 8s. costs to the Sheriff as costs when they came to him to execute the court decree. When the defendant came and collected the 1924-25 rates he said nothing about the 1923-24 rates.
To his Lordship—It was for the old rate, 1923-24, he was brought to Kilmacthomas Court. He went to the Sheriff and asked for time, and his wife paid in the £36 6s. 6d. due. He knew he was clear with Mr. Kirwan then. Defendant came about 1 p.m., while witness was away and took the 5 cows and 2 yearlings. Witness was told of it when he came home and next day he went to Mr. O'Connor, solicitor, who wired to the Sheriff and the rate collector. He was at a big loss over the seizure. He bought the 5 cows in Waterford. One cost £23, another £21 10s., and another £24 10s. The value of the yearlings seized would be £15 each. He was going to the cessary and the milk from May to October would be value for £1 a day. At the time of the seizure he had 6 calves and 2 lambs.
His Lordship—Why did you not sell? Witness—I was expecting the cattle back as I had the rates paid. He had to sell two cows and litters for £10 10s. for want of milk. If he could keep them they would make over £20 between three months. He also lost a crop of mangolds through going looking after the cattle. He got no chance of redeeming the cattle.
By Mr. Emondé, B.L.—It was not the first time he was in difficulties. He did not remember being processed against before, but he might be. The rate collector had no difficulty with him this time. When the seizure was made he thought the £36 6s. 6d. was paid. His wife paid the money. Between the Kilmacthomas Court and the seizure he was never asked for the rate. He knew the cattle were in the Dungarvan Pound, but he would not get them back if he went in. Defendant never told him he could have the cattle back if he paid the rates. Defendant told witness's son to take his eyes off them as he would never see them again. He kept the calves as he thought the cows would be back every day. His son lost over a week going over to Bonmahon for the cattle and could not attend to the mangolds. There was no action held on the cattle.
By Mr. Cummins—"Take your eyes off them, you will never see them again." These were the words of the rate collector to witness's son.
Mrs. Mary Lonergan deposed that on the day the seizure was made she told defendant that the rate was paid. He took 7 cattle.
By Mr. Emondé—It was witness spoke to defendant when he came. He did not ask for the rate only handed in notice to distinguish. She got back the £36 6s. 6d. from the Sheriff after the seizure.
Michael Lonergan (son of last witness) said he came to Dungarvan on the day after the seizure. He saw the cattle there and Mr. Kirwan was inside with them. Witness asked permission to milk the cows, but Kirwan said not; they were going to Dublin at 4 o'clock that evening. Witness stopped around until that time. On the following day witness went to Bonmahon and met defendant and saw the 5 cattle with "R" branded on the hips. Defendant told him to take his eyes off them.
By Mr. Emondé—He went to Dungarvan to bring home the cattle as the money was paid. Defendant said if the money was paid before 4 o'clock he would get the cattle back. He saw no poster advertising sale. There were some people around the Pound outside, but there was no such thing as a sale. He saw the cattle going to Bonmahon that evening.
John Behan deposed to selling two cows to plaintiff at £33 and £21 10s., and he

WAS PRESENT WHEN PLAINTIFF BOUGHT COW

from a man named Goff at £34. At the date of the sale they should be worth £25. Mr. Colbert, Sheriff, deposed the £25 6s. 6d. was paid for rates. He afterwards returned the cheque to Mr. O'Connor, solicitor.

Mr. Emondé, B.L., said it was very difficult for rate collectors in 1924 to collect rates. Legislation was then introduced and defendant made the seizure and made arrangements to hold an auction. It was difficult to get a bid. Kirwan got his brother to bid the amount of the rate.

John Kirwan, defendant, deposed that in 1924 it was very difficult to collect the rates. He had difficulty with plaintiff every year. After making the seizure and when coming to Dungarvan they went into a shop in Kill, and when they came out two of the cattle were gone. He put up notice of sale the day of the seizure. There were about 50 cows in the pound. There were about 50 cows in the pound. There were about 50 cows in the pound.

By Mr. Cummins—He thought £35 was not such a bad price for the five cattle. There were 12 cows sold at £3 each. It would be very expensive to send the cattle to Dublin to be sold. He did not believe Lonergan paid up to £36 each for the cattle. He did not know Behan or Goff, who sold him the cattle.

His Lordship said if these people paid the rates there would be no trouble. It is well known that rate collectors sometimes have to seize double the value to get the amount at one of these sales. If Lonergan had paid the £36 he could have the cattle back.

Recalled by his Lordship, defendant said he was not now in a position to produce the five cows.

Having heard the legal arguments, His Lordship said in this case the plaintiff is clearly entitled to a decree in his view of the law due to the negligence of Rate Collector Kirwan. The five cattle belonging to the plaintiff were seized under an ordinary warrant on the 29th April, and on the following day they were sold.

In his view of the law the defendant was power to do that, and it was quite illegal. What he was required to do under Section 3 of the Irish Poor Relief Act was not done, and the defendant was liable for damages. The plaintiff lost five milk cows and the proper damages would be the value of those five milk cows. The evidence of the value of those cattle was as to what they cost the year before.

That was not a very good criterion of the value of milk cows the following year, as it depended on such a great variety of circumstances. The stock should not have been sold within 14 days after the seizure, as a debtor has 14 days' notice of intention of sale. He gave a decree for £150 and costs.

CHILD SUFFOCATED.

INQUEST AT YOUGHAL.

An inquest was held at Youghal on Tuesday by Deputy Coroner St. Clair Rice, solicitor, into the death of Pauline Dwyer, aged 4 months, at Cork Hill on the 7th inst.
A jury with Mr. P. McNally as foreman was sworn.
Inspector Delany represented the authority.
Mrs. Mary Kate Holland, mother of the deceased, deposed that she was the mother of three children. On last Sunday, at 3.30, she put the child to bed. She gave it a drink of milk some time after and the baby fell asleep at about 4, when she took the bottle away. Witness then went down to the kitchen, where she was working for a few hours. About 7.30 she sent Agnes Walsh upstairs for a candle. Witness then went up to see the baby, and could only see the back of her head. The child was lying on its face. She picked it up and, finding the body cold, let it fall back on the bed. She screamed for the girl Walsh to come in, that there was something wrong with the child, and she sent the girl for two neighbours. When they came she sent for Dr. Kennedy.
Dr. R. Kennedy deposed that he examined the body of the child. He arrived about 8.30. Rigger mortis was then setting in. It was dead about two hours. The body appeared well nourished, with no marks. The lip, tongue and fingers were blue. Death was due to suffocation by laying over on its face. It could occur accidentally. Children of that age could turn over and not right themselves again. They would suffocate rapidly.
The girl, Agnes Walsh, and Catherine Heaphy, one of the neighbours called in, gave evidence, adding that Mrs. Holland was a kind and careful mother.
The Coroner said it was clear from the evidence of Dr. Kennedy and the other witnesses, the child's death was purely accidental. The poor mother had to look after the home and children herself, the father being in the National Army and away elsewhere. It appeared that she did her work well, and was no blame whatever attaching to her. He wished to express his deep sympathy with her in her great trouble.
The jury brought in a verdict of accidental death, and the expression of sympathy was endorsed.

LISMORE DISTRICT NURSING ASSOCIATION.

Since the closing down of the hospital at Lismore some few years ago the lot of the sick poor in Lismore district has been an enviable one, and were it not for the work done by the above-mentioned Association through their angels and courteous nurse, Miss H. M. Hickey, the lot of the suffering poor in our midst would be sad in the extreme. According to the report to hand during the 14 months 5,318 patients were visited. Mrs. Brady, Rath, Limerick, is hon. sec., and she is fortunate in having a good working Executive Committee to assist her. The annual collection in connection with the above Nursing Association is now being made, and it is to be hoped that a generous response will be given.
The committee wish once more to thank all who have helped to keep a Jubilee Nurse in the district, for by doing so have relieved much suffering, and enabled mothers to get expert advice they could hardly get otherwise, and have prevented much illness amongst young children.

THE JUDGMENT.

Giving judgment, his Lordship said this question arose on the ownership of the wall at the rear of the premises of the parties. Mr. Crotty has erected a shed and put it over half the wall between himself and Mrs. Walsh and claims a right to do so. If that is a party wall he did not think he had done anything wrong. The plaintiff claims the whole wall as hers. For a number of years the user of this wall seemed to be a bit indistinct. Mrs. Walsh is very content she is right, as when the late Mr. Hunt, solicitor, was alive she called him in to testify Mr. Crotty's predecessor. He did not know what Mr. Hunt had to go on but the advocacy of a solicitor for his client. Anyhow he led Mrs. Walsh to believe she owned the whole wall. Mr. Conolly claimed that under the Land Court decision in 1861 the map gave him the

SEIZURE FOR RATES.

wall. That seemed doubtful. There were no measurements on the map, but in the schedule there were premises at the rear which measured 16ft. The wall at the rear of his premises are there for over 100 years and so were at the time in existence, and unless there had been some extraordinary movement of the earth since they could see what she got. Both the engineers were agreed as to the measurements at the rear. Mrs. Walsh claims both walls, and that would give her 18ft. 4ins., and from the measurements that would be wrong. By getting half each wall which bounds her premises she would get 16ft. 10ins. Mr. Crotty's conveyance from the Landed Estates Court was not forthcoming, but he produced a lease which is prior in date to the conveyance (viz., 17th September, 1826), and there is a map on that lease which gives his measurements at the rear of his premises as 26ft. 10ins. At the present time by giving him half of each wall at the rear his exact measurement would be 27ft. 1in., which is 8ins. over that of the lease of 1827. If Crotty only got the internal boundaries of his premises he would only have 26ft. 7ins., which was much less than his lease gave him. He thought on these measurements would be a most satisfactory way to decide the case. He held this was a party wall, consequently Mrs. Walsh must fail, and be dismissed the case.

SOLICITOR'S BILL OF COSTS.

At Dungarvan Circuit Court last week, before Mr. Justice Sealy, K.C., Mr. M. J. Spears, solicitor, sued Mr. Patrick Ryan, Mary street, Dungarvan, for £288 10s. costs incurred in his defence in 1925.
Mr. M. J. Conolly, B.L. (instructed by Mr. Spears) for plaintiff. Defendant was not legally represented.
In reply to Mr. Conolly, the plaintiff said his object in bringing the case was to have an opportunity of publicly contradicting the statement which had been made by the defendant since his release from jail that his conviction was due to the negligence of the plaintiff in not handing his brief in time to counsel. It was true that Mr. Redmond, B.L., only got his brief from plaintiff at 9.30 a.m. on the morning of the trial, but the delay in giving out the brief was wholly and entirely the fault of defendant. Plaintiff was instructed by defendant to brief Mr. Eugene Sheehy B.L., and Mr. W. A. Redmond, B.L., in his defence. The briefs were ready the first week of July. On the 8th July at Dungarvan Court plaintiff handed Mr. Sheehy his brief with fee of £5 5s. marked thereon. On the 10th July Mr. Sheehy, B.L., handed back the brief saying he would not accept a less fee than £10 10s. Previously defendant had handed plaintiff £10 10s. to pay Mr. Sheehy £5 5s. and Mr. Redmond £5 5s. Seeing the position plaintiff wrote the defendant informing him that Mr. Sheehy, B.L., had returned the brief and asking for £10 10s., and as Mr. Redmond would require a like fee, he asked him for more money. On Saturday evening, 11th July, defendant's son called on plaintiff and the latter told him his father should get another solicitor. Later that evening defendant's son called back with £5 and then plaintiff wired Mr. Redmond he had a brief for him. On Monday evening, July 13th, plaintiff wired to Waterford, but could not find Mr. Redmond in Waterford or Tralee, and said he could not get the brief until the following morning at 9.30, which was the day of the trial.
His Lordship asked what was the defence, and the defendant said it was not a proper bill of costs, and asked his Lordship to adjourn the case.
Mr. Spears consenting, his Lordship granted the adjournment.

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Mr. P. Cummins, B.L. (instructed by Mr. P. O'Connor, solicitor, Waterford) for the plaintiff. Mr. Emondé, B.L. (instructed by J. P. Williams and Co.) for the defendant.

Mr. Cummins, B.L., said the amount of rates due was £36 6s. 6d. for 1923-24. Defendant got a decree at Kilmacthomas Court and subsequently the amount was sent to the Sheriff's assistant. There were other decrees also against the plaintiff.

Some time afterwards when the Guards were about executing decrees plaintiff's wife explained that the money was paid. The Guards were satisfied and went away.

Subsequently Mr. Kirwan, rate collector, came with bailiffs and seized the cattle and drove them to Dungarvan Pound when they were sold the following day to his brother and then taken to Bonmahon.

James Lonergan in his evidence said his rates for 1923-24 were outstanding in May, 1924. He remembered paying 8s. costs to the Sheriff as costs when they came to him to execute the court decree.

When the defendant came and collected the 1924-25 rates he said nothing about the 1923-24 rates.

To his Lordship—It was for the old rate, 1923-24, he was brought to Kilmacthomas Court. He went to the Sheriff and asked for time, and his wife paid in the £36 6s. 6d. due. He knew he was clear with Mr. Kirwan then.

Defendant came about 1 p.m., while witness was away and took the 5 cows and 2 yearlings. Witness was told of it when he came home and next day he went to Mr. O'Connor, solicitor, who wired to the Sheriff and the rate collector.

He was at a big loss over the seizure. He bought the 5 cows in Waterford. One cost £23, another £21 10s., and another £24 10s.

The value of the yearlings seized would be £15 each. He was going to the cessary and the milk from May to October would be value for £1 a day. At the time of the seizure he had 6 calves and 2 lambs.

His Lordship—Why did you not sell? Witness—I was expecting the cattle back as I had the rates paid. He had to sell two cows and litters for £10 10s. for want of milk.

If he could keep them they would make over £20 between three months. He also lost a crop of mangolds through going looking after the cattle. He got no chance of redeeming the cattle.

By Mr. Emondé, B.L.—It was not the first time he was in difficulties. He did not remember being processed against before, but he might be. The rate collector had no difficulty with him this time.

When the seizure was made he thought the £36 6s. 6d. was paid. His wife paid the money. Between the Kilmacthomas Court and the seizure he was never asked for the rate.

He knew the cattle were in the Dungarvan Pound, but he would not get them back if he went in. Defendant never told him he could have the cattle back if he paid the rates.

Defendant told witness's son to take his eyes off them as he would never see them again. He kept the calves as he thought the cows would be back every day.

His son lost over a week going over to Bonmahon for the cattle and could not attend to the mangolds. There was no action held on the cattle.

By Mr. Cummins—"Take your eyes off them, you will never see them again." These were the words of the rate collector to witness's son.

Mrs. Mary Lonergan deposed that on the day the seizure was made she told defendant that the rate was paid. He took 7 cattle.

By Mr. Emondé—It was witness spoke to defendant when he came. He did not ask for the rate only handed in notice to distinguish.

She got back the £36 6s. 6d. from the Sheriff after the seizure.

Michael Lonergan (son of last witness) said he came to Dungarvan on the day after the seizure. He saw the cattle there and Mr. Kirwan was inside with them.

Witness asked permission to milk the cows, but Kirwan said not; they were going to Dublin at 4 o'clock that evening.

Witness stopped around until that time. On the following day witness went to Bonmahon and met defendant and saw the 5 cattle with "R" branded on the hips.

Defendant told him to take his eyes off them.

By Mr. Emondé—He went to Dungarvan to bring home the cattle as the money was paid.

Defendant said if the money was paid before 4 o'clock he would get the cattle back.

He saw no poster advertising sale. There were some people around the Pound outside, but there was no such thing as a sale.

He saw the cattle going to Bonmahon that evening.

John Behan deposed to selling two cows to plaintiff at £33 and £21 10s., and he

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All-Wool Irish Blankets.

175 Pairs All Pure Wool Irish Blankets, soft and fleecy with attractive Blue Borders. Whipped in Singles. Special Offer—Single Bed Size 8s. 9d. each, 17s. 6d. for pair.

Fine Selection of New Down Quilts in Best Printed Cambric, with panel of Plain Satin, reversed with Printed Cambric, well filled and ventilated, newest designs, Single Bed Size 15s. 6d. Double Bed Size 21s.

250 Pairs Unbleached Twill Sheets, made from hard-wearing yarns, will wash well, size 69 x 81, good value, 6s. 11d. per pair, 3s. 5 1/2d. each.

420 only, Filled Willow Cases, strong and durable, reliable wear, a real bargain, size 18 x 28, price 11 1/2d. each.

67 Dozen Coloured Turkish Towels, assorted patterns, good large size at a very low price, 10 1/2d. each.

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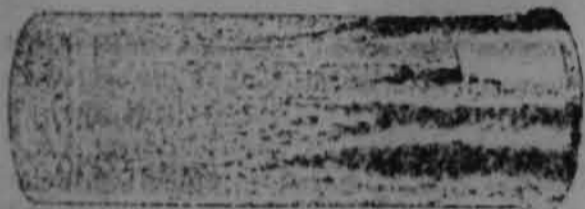
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Charming New Millinery Models, New Tailored Costumes, Warm Coats, Rich and Cosy Furs, Dainty Blouses, Wool and Silk Cardigans and Jumpers, New dresses, Lovely Dance Frocks, New Underclothing, All Marked at Tempting Prices for This Month.

- Men's Overcoats, 12s. 6d., 37s. 6d., Ladies' Net Hats, 3s. 11d., 6s. 11d., 12s. 11d.
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Men's Strong Tweed Pants, 6s. 11d., 9s. 11d., 12s. 6d.
Ladies' Dainty Blouses, 1s. 11d., 2s. 11d., 4s. 11d.
Men's New Caps, 1s. 6d., 2s. 6d., 3s. 6d.
Ladies' New Hosiery, 16s. 6d., 22s. 6d., 37s. 6d.
Men's Undershirts and Pants, 2s. 6d., 3s. 11d., 5s. 6d.
New Dance Frocks, 27s. 6d., 29s. 6d., 39s. 6d.
Men's Fancy Shirts, 3s. 6d., 4s. 11d., 5s. 11d.
Ladies' Cardigans, 6s. 11d., 9s. 11d., 15s. 6d.
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Hosiery, Quilts, Towels, Sheets, Flannels, Bargains in Ladies' Costume Lengths.

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10, 13, 16, and 410 Bore of G.P. We can supply you with any particular brand or load you fancy. Manufactured by Nobel's Industries, Ltd., London. We strongly recommend the above brands as being reliable hard-hitting Cartridges.

GUNS.—Call and inspect our large stock of B.S.A., Vickers', and French Made Shot Guns, Single Barrell, from £2, Double Barrell from £4 up. With each British Made Gun purchased from us a written guarantee is given.

Gun Repairs of all descriptions carried out. Greyhound Rugs, Collars, Leads, and Spratt's Greyhound Meat Biscuits, etc., always in stock. Call and See our Stocks before buying elsewhere.

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Reliable Footwear at Hadden's.

Good Footwear is one of the chief essentials to Good Health. Many of Winter's ills are due to the use of Boots and Shoes that do not resist the damp. In those days of coal shortage there is an added necessity for the exercise of precaution.

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We are now showing complete range of Winter Footwear in all the leading well-known brands, including the celebrated "X" Ariwoker, Grenson, Saxonia, Comac, Norvic, Mascot and many others. Prices moderate. Courtesy and attention in fitting. Repairs carried out in prompt and efficient manner.

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Have you noticed the big difference in



HILL'S BREAD AND CONFECTIONERY?

Before it was good, now it is infinitely better, because it has the real crisp nutty flavour and the perfect white colour and crumbly texture. Since the new machinery was installed, the sales have increased by 25%, and this is the only sign of good quality and good quantity, because "the proof of the pudding is in the eating." Fresh supplies can be had daily from all shops within a radius of thirty miles.

Edward Hill, Machine Bakery, Kilmacthomas

I have obtained the Sole Agency for the Sale of HILL'S BREAD in the Town of Dungarvan. A Trial Solicited. Pierce Casey, 19 Grattan Square, Dungarvan.

LIME. LIME.

FRESH BURNT LIME NOW AT SHANDON, DUNGARVAN. MIXED MORTAR AND ALL CLASSES OF LIMESTONE FOR BUILDING AND CONCRETE WORK AT PRE-WAR PRICES.

TAKE Notice that the Lands of Kilmacthomas, in my possession, are strictly reserved. Trespassers will be prosecuted.—Thomas Dooney. 22/10/26.

NOTICE TO TRESPASSERS—Any person found cutting or removing timber or trespassing on my Lands at Ballintaylor will be prosecuted.—C. McCann, Ballintaylor.

NOTICE TO STOCK-OWNERS. HOUSE IN CALVES.

Never has House been more prevalent than this season. To avoid loss, treat your Calves early with "GOLD LABEL HOUSE MIXTURE."

Cautious Stock-owners keep a 2/3 bottle handy in their homes and

SAVE MONEY

by being ready to treat affected Calves at the earliest moment. GOLD LABEL HOUSE MIXTURE is easily administered and is a well-known, tried and proven Remedy.

Price 2/6 and 3/9 per Bottle. By Post 6d. extra. Note the only Address where it may be obtained in the district.

THE PHARMACY, LTD., Dispensing and Veterinary Chemists, BRIDGE STREET, DUNGARVAN.

NOTICE

All Wireless and Car Owners can now have their Batteries charged at POWER'S GARAGE, DUNGARVAN, with the latest equipment on Mondays and Thursdays—8 hours continuous run. If over-discharged can have 4 or 5 hours extra on Tuesdays and Fridays. Wireless Batteries—High or Low Tension—recharged at Shortest Notice. POWER'S GARAGE, DUNGARVAN.

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MR. T. LANGDON VICKERY, L.C.O. Qualified Optician and Ophthalmic. ATTENDS DAILY AT MR. NOLAN'S MEDICAL HALL, 43 Main Street, Dungarvan.

HOURS—10 TO 5. SPECTACLES FITTED AT THE SHORTEST NOTICE.

A GRAND WHIST DRIVE

Will be held at EGAN'S HOTEL, ON WEDNESDAY, 17th NOVEMBER. At 8 p.m. sharp. DANCE TO FOLLOW. EXCELLENT PRIZES. LIGHT REFRESHMENTS. TICKETS ... 2/- EACH.

FOR SALE.

A large 3 Storey House, Shop, Yard and Out-offices, in the Village of Clashmore, Co. Waterford, held in Fee-simple. Apply John L. Xeane, Solicitor, Troughat, Co. Cork.

BOATHOUSE, CAPPOQUIN.

FOR SIX NIGHTS ONLY. Commencing ON MONDAY NIGHT, NOVEMBER 15th.

A GRAND PROGRAMME OF FANCES AND COMEDIES BY THE CELEBRATED SISTERS O'NEILL REPERTOIRE CO., ALL STAR ARTISTES, AND EVERYTHING OF THE BRIGHTEST AND BEST.

SPARKLING MUSIC BY THE FAMOUS SYNCHRONATED ORCHESTRA. FOR FULL PROGRAMME SEE POSTERS.

Youghal Urban Council.

Present Messrs. M. Whelan, chairman; J. Troy, M. J. Fleming, A. J. Fowkes, T. Harrington, P. J. McMahon, P.C.; M. D. Broderick, R. C. Farrell, J. Kennedy.

COAST EROSION.

The following letter was read:—"Department of L.G., Dublin, 2/11/26. A Chair—I am directed by the Minister for Local Government and Public Health to acknowledge receipt of your letter of the 26th ult. in regard to Coast Erosion at Youghal, and I am to state that the matter is to receive attention.—Miss le mes—C. P. McCarron."

GREEN PARK TREES.

The same Department wrote relative to the proposal of the council to utilize certain trees opposite Green Park for disposal among the poor during the present coal shortage, stating that the Minister for L.G. would raise no objection to the council's proposal in the matter. To enable a prompt reply a master of this kind should form the subject of a special letter to the Department.

The Clerk stated that was the second letter that had been received on the subject. As the Chairman was away, he had forwarided a special letter on the matter, so that there must be some duplication at headquarters (laughter).

Two tenders were received for the cutting and removal of the old trees at Green Park, the timber to be the property of the contractor, viz.—Messrs. Murray and Sons, £35, and J. Kelleher, £39.

Neither was accepted, and the Clerk was directed to communicate with a local institution, who might be agreeable to cut them for the timber.

CINEMA OPENING HOURS.

The Clerk stated that the Very Rev. Canon O'Donoghue had called his attention to the fact that the services in the Church on Sunday evenings began at 7 o'clock, and he therefore thought it would be advisable that the Picture Houses should open earlier and allow the people home earlier.

Mr. McMahon said as long as the Canon was satisfied it was all right.

Mr. Harrington said on last Sunday night the people were lined up for an hour waiting.

It was decided to inform the proprietors of the halls that they could open at 8 o'clock.

TECHNICAL COMMITTEE.

On the proposition of Mr. McMahon, seconded by Mr. Broderick, Mr. T. Harrington was appointed on the Technical Committee in the room of Rev. Dr. Dinneen, C.C., resigned.

FISH CURING.

With reference to the want of certain sanitary accommodation in the fish curing establishment of Messrs. Thibb, Ltd., at Green's Dock, the Clerk stated that the local manager informed him that the matter would be attended to coming on the next season. They were so pleased with the results of the past season that they intended carrying things out on a bigger scale for 1927.

The Clerk also stated that another big buyer visited the town during the past week looking for accommodation to set up another station.

The council expressed themselves highly pleased. They would be prepared to give all the facilities possible to encourage the new fishing industry.

Dungarvan Urban Council

Mr. M. Brennock, chairman, presided. Also present—Messrs. J. Hackett, J. Moore, M. Chaney, J. Curran, P. J. McCarthy, M. Griffin, T. McCarthy and M. J. Keane.

Dr. D. V. Stokes, contractor for the building of the new houses on Foley's plot, Abbeyside, applied for £250 on account for work done.

The Borough Surveyor certified for £200, which was passed.

THANKS.

Wm. Towler, Gorteen, wrote thanking the council for resolution of sympathy passed by them.

SYMPATHY.

Resolutions of sympathy were passed by the council to the relatives of the following—Late Mr. E. Whelan, Mrs. Byrne, Mrs. Cullinan, Mrs. Hayes and J. Flynn.

LISMORE CINEMA—NO SUNDAY PICTURES.

At the monthly meeting of the Lismore Town Commissioners, Mr. Thomas Crotty, chairman, presided.

An application for a cinema license was received from Mrs. Ellen Hayes, South Mall, Lismore. The license had been granted for a period of one month and that term had expired.

A discussion took place as to the folding of pictures on Sunday nights and the powers of the Commissioners, etc.

Mr. Heelan contended that the license should be granted to the applicant unconditionally. The majority of the members, however, argued against, and on a poll being taken Messrs. Hickey, Noonan, Murphy, O'Shea and the Chairman voted that the license be granted for six days of the week—Sundays excepted.

Messrs. Heelan, Keane and Duggan voted that the license be granted unconditionally. The resolution was passed by 5 votes to 3.

ASK FOR POWER'S BOTTLING.

Guinness's Stout (Brown Label) Bottled with great care and by the most UP-TO-DATE MACHINERY. The bottles are thoroughly washed, inside and outside, in Steam Sterilized Water, and subsequently...

Sprayed with Hot Water under Steam pressure. Manufacturers of Pure Apple-juice Cider and Superior Mineral Waters, bottled fresh daily from Sparkling Springs.

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NEW WINTER GOODS.

Having completed the purchase of New Season's Goods, we are in a position to offer the Biggest Value seen in the Trade for years. The latest productions in Ladies Millinery—

Coats, Coatings, Furs, Etc.

Men's and Boys' Overcoats in the new Check and Fancy mixtures.

Boys' Suits from 6s. 6d. Special Value in Shirts and Underclothing, Pullovers and Cardigans

Boots. A Big Stock in this Department of good, sound, hard-wearing Boots from reliable makers, including Hold-Fast, Dri-Phit, &

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Is the Up-to-date House for Purchasers of Building Materials and General Hardware.

Our recently-erected Stores are now fully stocked with the undermentioned Goods, and we cordially invite you to come and inspect our Stocks and ask for quotations before buying elsewhere—

- Building Requirements—Best Quality Imported White Deals in all sealings (purchased recently, giving you the benefit of the October drop in price). Best British Portland Cement (12 Bags to the Ton). Blue Bangor and Asbestos Slates. Grave's Patent Felt, Building Bricks. Galvanized Corrugated Iron (24 Gauge Roof Brand). Metal and Galvanized Rainwater Goods and all sizes in sound Bar Iron. House Furnishing and Decoration—Ranges, Registered Grates and Mantelpieces, Tiled Kitchens and Hearths. Bedsteads—Mahogany, Oak, Satin-Walnut and Iron. A large selection. Mattresses—Hair, Hair Mixtures, Fibre, Pillows, Bolsters and Wire Springs. Kitchen Chairs and all General Household Utensils. Wallpapers—Thousands of patterns to select from in our books, from 6d. per dozen upwards. Cutlery—A large stock manufactured by Thomas Ellis & Co., Sheffield.

GUNS AND AMMUNITION.

Sole Agent for the famous B.S.A. and Vickers Shotguns. SPORTING CARTRIDGES—All Bore and any size Shot can be supplied. The following noted brands always in stock—Ely, Grand Prix, Westminster and Cunnigar, specially loaded for us by Messrs. Nobel Industries, Ltd., of London. Gun Repairs of every description carried out. Call and see for yourself. You will not be expected to buy unless our lines and prices satisfy you. Prompt service and attention is our motto whether your order is large or small.

Crotty's, Ironmongers, Seed & Manure Merchants, Grattan Square, DUNGARVAN.

YOUGHAL TECHNICAL CLASSES.

The evening classes in the new Technical School in Church street continue to improve in numbers and efficiency. There are at present considerably over 100 on the registers, and this number is being added to nightly. Some 40 students joined up for the Commercial subjects—Shorthand, Typewriting and Bookkeeping—and still they come. Under the circumstances it became necessary to divide them up into two classes. Even then, at the present rate of recruiting, the divided up classes promise to become more than full. On one night last week, although there were only three classes in swing, there were over 70 students in the building. This speaks volumes for the new spirit that has arisen among those young people who have just, or lately, left school. Hitherto there was very little, if anything, of a desire for self-improvement amongst this very important portion of our population. There is no getting away from the fact that they are to be the designers of the future of the country, for good or for ill. If they are not properly prepared in every possible manner to contribute their quota towards forwarding themselves and those over whom they have any influence or control, then the future of the country is in jeopardy. It is to this many amongst us were very apt to put the question, "What earthly good is such or such a subject?" Because they could see no direct immediate benefit to be derived, then it was no good. They lived and worked for the immediate present; they could not see an inch beyond their noses, so to speak. The development of this new spirit is vitally necessary not alone for personal well-being and future of our young people themselves, but also for the very life and prosperity of the nation as a whole. The nation is made up of individuals, and unless the individuals recognize and act up to the responsibilities devolving upon them as integral units of the nation, then the future, if not the present, of the nation is bound to suffer. It is therefore up to everyone amongst us—man, woman and child—to do his or her best to discharge the duties thrown upon them. If the child or the youth does not display an indication of intention to prepare properly for the future battle of life by availing of the splendid opportunities now held out to them by Technical Education Committees and other institutions, then the others amongst us who perhaps have not had such fine chances, should step in and do their part by using judicious persuasion, and even compulsion, if necessary. It is most encouraging and promising for the future to see such a healthy spirit make its appearance at long last. It is to be very earnestly hoped, in the interest of both our youth and our country, that the present outbreak of this fine spirit will not prove a mere "flash in the pan," but will grow and develop day by day until we can more than hold our own with the most progressive and up-to-date nation in the world.

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Good, Strong Iron. Good, Strong Iron. Brass-riveted Bedsteads. Extra Heavy Brass. Special Line Serran. 18s. 9d. each. Good Quality Fibre. Special Quality Hair. Treble-woven Spring. Very Heavy Extra. least double.

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We have just. Men's Frieze. Men's Trench. Men's Water. Men's Leather. Men's Leather. Men's Water. Men's Water. Men's Suede. Men's Leather. Men's Suede. Exceptional Value. Frieze Overcoats. A Large Selection. Tweed Trousers. 40s, 70s, 100s.

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MERRY'S INVALID PORT

5s. 6d. per Bot.

Nutritious. Strengthening. Recommended by the Medical Profession who say it will tone up the system, prevent a serious breakdown, and is a Wonderful Restorative.

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Who Import direct from the Vineyards.

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Good, Strong Iron Bedsteads, 16s 6d each. Good, Strong Iron Bedsteads, extra large size, 18s 6d each. Brass-railed Bedsteads, 25s 6d each. Extra Heavy Brass-railed, full size, 35s 6d each. Special Line Servants' Strong Bedsteads, complete with Spring Mattress, 18s 9d each. Good Quality Fibre Mattresses from 18s 6d each. Special Quality Hair Mattresses from 62s 6d. Tweed-woven Spring Mattresses from 23s 6d. Very Heavy Extra Large Size 4-ply Wire Mattresses, 52s 6d, worth at least double.

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£6 17s. 6d. £15 0s. 0d.

Don't Pay Cash for your Bicycle. I will give you 12 months to pay for it. Just get your form properly signed, pay £1 Deposit, and the Bicycle is yours, the balance can be paid by 12 equal monthly instalments. Wireless Sets—I can supply and erect Wireless Sets from £8 8s. upwards.

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Winter is Coming BUY NOW!

We have just received a Large Stock of Winter Goods, including: Men's Frieze Overcoats, from 30s to 60s; Men's Trench Coats (Fleece-lined), 40s to 70s; Men's Waterproofs, 30s, 40s, 55s, 70s; Men's Leather Overcoats (Fur-lined), 84s; Men's Leather Jerkins, 15s, 17s 6d; Men's Waterproof Cycling Capes, 15s 6d, 19s 6d; Men's Waterproof Cycling Leggs, 13s 6d, 15s 6d; Men's Suede Leggings, 10s, 12s; Men's Leather Leggings, 7s 6d, 10s, 12s, 20s (Pigskin); Men's Storeroom Coats, at 12s 6d.

Exceptional Value in Boys' Ready-made—Suits from 15s to 60s; Frieze Overcoats, 25s, 30s, 35s; Waterproof Overcoats, 15s to 30s. A Large Selection of Men's Breeches and Trousers. Special Irish Tweed Trousers at 17s 6d to stand hard wear. Men's Suits, 30s, 40s, 70s, 100s. Odd Coats, 17s 6d. Odd Vests, 10s, 7s 6d.

Give us a Trial and Compare our Prices. D. FRAHER, Grattan Square, Dungarvan.

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(Late of Messrs. Piers and Co., Waterford). SPECIALISE IN GENERAL FOUNDRY AND SMITH WORK, INCLUDING: IRON & BRASS CASTINGS, REPAIRS TO AGRICULTURAL AND OTHER MACHINERY, MOTOR CARS AND LORRIES, THE INSTALLING OF ENGINES, FACTORY AND ELECTRICAL PLANT, ALL OF WHICH WILL RECEIVE PERSONAL ATTENTION AT THE FOUNDRY, STEPHEN'S STREET, DUNGARVAN. (Opposite Messrs. Power's, Old Post Office).

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FAMILY BUTCHERS, Square, Dungarvan. A CONSTANT SUPPLY OF BEEF, MUTTON AND LAMB KEPT ALL THE YEAR ROUND. ALSO LAMB AND VEAL WHEN IN SEASON. One Quality only—THE BEST. IMPORTANT NOTICE—WE PAY THE HIGHEST PRICES FOR ALL CLASSES OF HIDES AND SKINS. A Trial Solicited. Note Address—Corner of Main Street and Square.

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15 ST. MARY STREET, DUNGARVAN. UNDERTAKING AND GENERAL CARPENTRY. TRAPS OVERHAULED AND PAINTED, ALSO RUBBER-TYING. CART WHEELS, TROUGH, WINDOW FRAMES, PICTURE FRAMES, MADE TO ORDER.

Voughal District Court.

Before Mr. G. P. Farrell, D.J. EJECTMENT CASE. This was an ejectment brought by Messrs. Murray and Sons, builders, Store Street, against Mr. Thos. Beausang, victualler, for overhanging a ploughhouse and yard in Store Street. Mr. J. L. Keane, solicitor, for plaintiffs, Mr. J. T. Kavanagh, D.L., Cork (instructed by Messrs. J. Hodnett and Sons) for defendant. Mr. Keane said that the place was originally held by defendant from Mr. Ed. Collins under agreement. He had held portion of the ground floor of the house for storing cattle, a slaughterhouse and right of way for cattle, at a weekly rent of 4/6, being responsible for the cleaning of the pit. Having handed in a sketch map of the premises, Mr. Keane said there was a covenant of the agreement that the defendant had not broken, including the payment of rent. When 11 weeks accrued he wrote for the rent, but got no reply and no rent had yet been paid. After the service of the civil bill Messrs. Hodnett had written asking if the question of rent was the only one, but there were other questions apart from that of rent. He would produce evidence to show that the condition of the place was an abominable nuisance. A complaint was made to the local sanitary authority, but they got no remedy. The workmen in Messrs. Murray's yard adjoining sent in a petition to the Urban Council, but that was all they had heard of it; some of the men got sick as a result. They expected the Urban Council would have put a stop to the nuisance. He didn't say it was because Mr. Beausang was a member that they didn't, but the fact remained that the nuisance was not removed. Mr. Thos. Murray, one of the plaintiffs, gave evidence at length as to the filthy condition of the yard and pit, from which the stuff oozed through the wall into their yard, causing a most offensive stench. It wasn't cleaned for over 12 months. They complained several times to the Urban Council. Cross-examined by Mr. Kavanagh, witness said they purchased the premises from High Courts in the matter, 1928. He could not say when the defendant was first informed of the nuisance. He was aware that the place had been visited by the sanitary authorities several times during the past 18 months. He could not say that there was no complaint. One would want rubber boots going in there. Mr. Keane didn't tell him that there was a letter from Mr. Hartnett asking how much rent was due. He agreed with Mr. Keane's reply. Mr. O'Sullivan, Civic Guard, Cork; Mr. P. McNally, ex-serviceman, sub-officer, and C. Cokley and P. Dwyer, workmen, gave detailed evidence regarding the condition of the place. On the question of the rent, Mr. Keane cited the decision of Justice Dodd in Charters v. Muldoon. Mr. Kavanagh referred to their letter to Mr. Keane regarding the rent, and his "ingenious" reply. Justice—Why didn't you pay the rent in fact? Mr. Kavanagh—We were notified in May of this transference. We thought that Mr. Collins was our landlord. We are willing to pay the rent now. Mr. Keane—There were 14 weeks due when I wrote in May, but got no reply. Mr. Kavanagh said the principal ground of that action was based on the question of nuisance. A nuisance might have existed up to a certain date, but the court must be satisfied that the nuisance existed at the present time, and that it was something beyond the ordinary slaughterhouse nuisance. If a certain amount of stuff came through the wall, that was the plaintiff's business. Dr. Kennedy would tell them that from a medical point of view there was greater danger from the public nuisance than from the plaintiff's premises. Since the previous proceedings with Mr. Collins they had not used the pit, which was filled up with sand. The effluents, etc., were taken away soon after each beast was killed. As to the rent, they had asked particulars and were prepared to pay. Mr. T. Beausang deposed that he was tenant since 1921. He had some dispute with the previous landlord, Mr. Collins, regarding the pit, and the late Recorder gave a decision in his favour. There was a complaint about the condition of the pit 12 months ago, but since they cleared away everything soon after the killing, he filled up the pit with sand 18 months ago and had not used it since. He was willing to pay the rent at once. Cross-examined by Mr. Keane, witness said the Recorder held that Mr. Collins had been responsible for any nuisance now. He hadn't replied to Mr. Keane's letter regarding the rent because he thought he had not been treated fairly after being four years in possession. He didn't believe the place was as bad as represented in May last. There was a dispute between Mr. Collins and himself previously regarding the pit. It was all right for the second half of 1928. Dr. T. Kennedy deposed he examined the premises on 19th October and was a couple of days ago and found the place pretty clean and in a sanitary condition. There was no offensive smell. Cross-examined by Mr. Keane—It was Mr. Beausang asked you to come? Yes, I appointed a day to go. And he was there to meet you? Exactly, but I saw it for myself. Mr. James Troy, S.S.D., deposed he visited the place nearly every week. He had no reason to report on it since December last. Cross-examined by Mr. Keane—Mr. Murray made a complaint last June. He saw Mr. Beausang's man and got the place cleaned at once. Justice—Are your visits supposed to visit

No. 1 go every week.

J. Beausang and Wm. O'Connell having given evidence regarding the present arrangements for killing and cleaning. Mr. Kavanagh said the nuisance was now cleaned. If there was a percolation through the wall it was up to the plaintiff to repair it. The Justice said he was more interested in the question of the rent. He was not going to decide the question of nuisance at all. Mr. Kavanagh said Mr. Hodnett's letter was directly concerned with the rent. Justice—Why didn't the defendant pay the rent before? Mr. Kavanagh said they had been misled. They thought it was a question of nuisance. The Justice said the plaintiffs put forward both grounds. After further argument, the Justice said his view was that the plaintiffs were entitled to recover on the ground that the defendant had not paid the rent. A decree for possession was given, with a stay for three months. GLENHESH CO-OPERATIVE SOCIETY v. KELLY. This was an Examination Order as to means against Mr. P. J. Kelly, ex-N.T., in connection with a judgment of £119-4/0 debt and 2/6 costs. Mr. Keane for plaintiff and Mr. E. St. Clair Rice, Midleton, for defendant. Mr. Rice said he wished to protest against the manner in which the section in question was framed, treating the debtor as being outside the pale and placing him in the unfortunate position that, whilst the motion to obtain the Examination Order raised very important issues as to jurisdiction, judgment and other grave matters, the debtor was not permitted to come in and reply to the creditors' affidavits. It was a section which could cause grave injustice, and the motion ought to be one on motion and not ex parte as at present. At the moment his (Mr. Rice's) hands were tied, and he therefore brought his client there under protest for examination as to what instalments he might be able to pay. He understood certain proceedings were to be taken in the High Courts in the matter. The case was a very involved one. The debtor resided in the County Mayo. In 1920 he took over the secretaryship of a Co-operative Society of small farmers, the previous secretary having been shot. The defendant raised the Society to a good solvent position when he was ousted. He demanded the books, which he had bought for his own use. They were sent to Dublin for audit and then returned to his solicitor, Mr. Rutledge, from whom they were seized by the Black and Tans. He then issued a writ for damages, but was threatened to be shot if he appeared before the court. Soon after he was arrested by the Black and Tans, imprisoned, his cars shot up. He was so tortured that he became a physical wreck. His medical adviser ordered him down to Ardmore to recuperate. Mr. Keane said he would be sorry to object to Mr. Rice's statement, but he had said a number of irrelevant things. After some arguments the defendant was called and examined by Mr. Keane. In his statement he returned a debt of £150 to his wife, who sent it to him as a retired teacher, and he paid it to his wife for his support at the Cliff Hotel owned by her. She paid £200 for it. He had been awarded £200—£200 the amount he claimed—for his ill-treatment by the Black and Tans. That money had been spent long ago on his family. He had ten children. There was only one boy with him at present. That boy had been wounded in the Great War, but he had no pension, not to his knowledge. Justice—When was he discharged? At the end of the war. Did he get no occupation? He was teaching in England for his health. Was his ill-health due to war service? I don't know. To Mr. Keane—The £200 was all gone paying debts. He forgot what they were. He reared 10 children and gave them a University education. He still owed £170 to the Bank of Ireland. Justice—Do you suggest you are not able to pay any of this judgment? I have no means to pay. After a further lengthened hearing the Justice made an order for the payment of £4 per month. LARCENY OF CIGARETTES. Two boys named Wm. Kelly and D.L. Cokley were charged with the larceny of cigarettes, valued 10s, from the shop of Mrs. Kelly, North Main Street. Inspector Delaney prosecuted and Mr. J. L. Keane defended. The Inspector said there was an element of burglary in the case. A pane of glass was broken and the cigarettes extracted. Mr. Keane said the boys would plead guilty. There was nothing against them previously, and he asked the court to deal leniently with them. The cigarettes had been returned. The Inspector said that 10s. worth had been taken and only 4s. worth returned. The deposition of Guard Charles, who arrested the accused, having been read over. Sgt. O'Shaughnessy, in reply to the court, said he knew of nothing against the boys, but their associates were not of the best. Further evidence of character having been given. The Justice said he had intended sending each of them to jail for a month as they were determined to put it at those petty larcenies. However, he would let them off this time; but he would not do it again. They would each pay 5s. compensation and costs and give bail for £5, when they would be allowed out under the Probation of Offenders Act.



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LARCENY OF BICYCLE.

Patrick O'Brien, of MacRaintown, was brought up in custody on remand charged with the larceny of a bicycle, value £10, the property of James Donovan, of Ballyadam, at Kilmountain, on October 8th. Inspector Delaney presented. A deposition made by Sgt. O'Shaughnessy stating that owing to unsatisfactory statements made by accused, he arrested and charged him on October 22nd. He was walking along the road and a man whom he met said he would be a fool to walk when he could get a bicycle outside a farm close by. He took the machine and rode to Cork, where he sold it for 3s. the next morning. He didn't know the man. James Donovan, Ballyadam, Carrigrohilly, deposed that on the night of the 8th October he left his bicycle outside the house of Patrick Quirk, Kilmountain, on the roadside. When he came out after a couple of hours the machine was gone. He reported the matter to the Garda on the following day at Midleton and Castlemary. He paid £15 originally for the bicycle. He now valued it at £10. The bicycle produced was his property. He didn't see it again till in court that day. Inspector—That closes the case. Justice—How is the bicycle traced to the prisoner? Inspector—A description of the machine was sent to Cork. Justice—Who is the original person who found it? Inspector—It was got in Cork. He is not here. The accused was remanded in custody for 14 days for the production of the person who got the bicycle.

Motor Accident NEAR TALLOW.

At Dungarvan Circuit Court, before Mr. Justice Sealy, K.C. Mrs. Mary Flynn, Stranally, and the Waterford County Council and Rev. J. W. Camier for £150 damages for injuries received through being knocked down by Rev. Mr. Camier's motor car on the 8th November, 1925, at Killywinny, Tallow. Mr. M. J. Connolly, B.L. (instructed by Mr. J. L. Keane, solicitor) for the plaintiff. Mr. Mathieson, B.L. (instructed by Mr. McCoy) for the County Council, and Mr. Carroll for Rev. Mr. Camier. Mr. Connolly said Rev. Mr. Camier was driving at an excessive speed; his car was not under proper control, and he failed to keep his proper side. The charge against the County Council was for obstructing the road with loose heaps of stones which projected 6 feet on the road. Mr. T. J. O'Donovan, C.E., said he made the map produced. The width of the road was 18 feet. Sergeant Kelleher said in November, 1925, he was stationed at Tallow. He heard of an accident at Killywinny and went to the place. The accident occurred at the second heap of stones from Tallow. The heap was 20 feet long and 1 1/2 feet high. The road was 20 feet wide and the stones extended 8 feet on it and scattered on to it. By Mr. Carroll—Some wheel went over the heap of stones, but if a bicycle it would not make the imprint I saw. Mrs. Mary Flynn said she lived with her husband at Stranally. On the 8th November, 1925, when coming from Mass at Tallow, cycling with her husband, she saw a motor coming behind at Killywinny and thought she would get past the heap of stones before the car would overtake her. The road was greasy. She was only about 4 feet into the heap of stones when her bicycle wobbled with the loose stones on the road and she fell and the motor went over her. The motor never slowed down. She suffered from shock and concussion of the brain and the doctor attended her for 5 or 6 weeks. She was suffering from her left arm still. By Mr. Mathieson—I cycled in near to the stones when the motor approached me. I was trying to get out of the way. By Mr. Carroll—I heard no horn at all. When first I heard the motor it would be a good way behind. I would be going at 7 miles per hour. I deny I lost my head. I was visited a week or 10 days after by Mr. and Mrs. Camier, but I did not say I lost my head. I said the Co. Council were more to blame than the clergyman. I suffer from my shoulder occasionally. It has not knitted. We were cycling in single file when we heard the car coming. James Flynn, the plaintiff's husband, corroborated as to how the accident occurred. If the motor kept well into its

own side of the road there would be no accident. The two which went over my wife's shoulder. The car was going pretty quick. Patrick Donovan, Killywinny, said some days before the accident he saw the County Council workmen throw the stones at the place from a lorry. They came on to the roadway. The stones were taken away the day after. By Mr. Carroll—I did not see where the accident happened. Rev. J. McCarthy, C.C., Glanin, said on the 7th November, 1925, he was passing along this road on a motor cycle. The stones were there untrimmed and he remarked that if travelling at night he would have an accident. The road was a mass of stones. It was a dangerous obstruction on the road. Dr. O'Mahony, Tallow, gave evidence that Mrs. Flynn was brought to the dispensary in an unconscious state. After two hours she recovered consciousness and complained of pains in her head and shoulder. She was 5 or 6 weeks in bed after which she was about to get up. He found last week that a bone was displaced again, which was due to the accident. Mr. Mathieson asked for a direction in his favour. His Lordship—I refuse a direction in anyone's favour. When did you get notice of the accident? Mr. McCoy—3rd March, 1926. Mr. Connolly—The road started knew about it. Mr. Carroll, solicitor, said his case was that the accident occurred at the second heap of stones. In place of going round the heap of stones the plaintiff quite unexpectedly cut up on the stones and fell off to the road before Mr. Camier's car, and his defence was that it was a state of affairs that could not be avoided, and in the circumstances he could have done nothing better than he did to evade her error of judgment. Rev. J. W. Camier, Rector, Tallow, said on the Monday after the accident the stones were moved in. The accident occurred about the second heap of stones near Mrs. O'Donovan's gate. On seeing the two cyclists he looked, and as they did not move to the left he looked again. They all passed the first heap of stones, witness keeping back. At the second heap the lady went on and was thrown off her bicycle at the head of the heap of stones. He did not know what to do, and his car went over her. He would be doing about 10 miles an hour. He drove her to the dispensary at once. Witness thought the plaintiff would have kept in front of the car. There was no other course open to him. He was driving car 11 years. That same evening he called and inquired how plaintiff was and her husband told him he could not help the accident. Some 10 days after they called to see the plaintiff and she told him she could not help it as she lost her head. By Mr. Connolly—I would have pulled up my car when I saw the plaintiff wobbling, but I thought she would have continued on. James Crowley, County Council ganger, said he heard of the accident on the following day. The heap of stones projected 4 1/2 feet from the grass margin to the centre of the road. Mr. Connolly—The sergeant said the heap of stones projected 8 feet to the road. The heap was trimmed up on Monday morning. His Lordship said if this occurred in the dark he would regard the liability of the County Council in a different way, but as it occurred in broad daylight, he did not think the County Council could be held liable. People are supposed to look in front of them and see if there is any obstruction. As regards Rev. Mr. Camier, he was in a difficult position with the two heaps of stones and the cyclist. In his Lordship's view he should have kept further over to his own side of the road. Cyclists have a natural tendency to wobble, and women more than men, especially on a greasy road. Mr. Camier should have given a wide margin to the cyclist, and if not prepared to do that he should have stopped altogether. He thought he should be held liable. He did everything a clergyman and a gentleman should do. He was not a guilty of much negligence. He would give a decree for £35 against Rev. Mr. Camier and dismiss the case against the County Council.

CABBAGE SEED.

In early spring there is always a great scarcity of good cabbage plants, and from now on is the time to sow cabbage seed for next spring. We have fresh stocks of Carter's Famous Cabbage, and have fifty distinct varieties, which are sold at 8s. per oz. post free. Best Trippi Onion Seed, also sown now, at 1s. per oz.—Harper Bros., Seed Merchants, Waterford.

DUNGARVAN CIRCUIT COURT

INTERESTING ACTIONS.

Dungarvan Circuit Court was continued on Friday and Saturday last by Mr. Justice Sealy, K.C., and several important actions were dealt with.

CONDON V. CONDON.

This was an action by John Condon, Ballynagleragh, Ballinacully, against his brother, Thomas Condon, in respect of money due him as arrears under his father's will, by which he was to have his living, etc., in the farm at Ballynagleragh, and so. &c. &c.

Mr. M. J. Conolly, B.L. (instructed by Mr. Spens) for the plaintiff, and Mr. E. A. Ryan for the defendant. John Condon said he was 36 years of age. His father died in 1921. Witness was living with his two sisters and 2 brothers. Thomas (brother) got the place and witness was to get his support and 2s. 6d. a week. Thomas married in April, 1923, and all his family left the place. He remained on and did not get half enough to eat; they used to take him out of bed and make him sleep with the servant. On Easter Sunday he would get no eggs. He got no clothes from the time his father died. He then left and went to his brother-in-law, Wall, who told him after a few days to go home. After a week at home he went away as they did not want him. He then went to a man named Power and afterwards to Wall's and thence home again. But on Easter Sunday they would give him no tea as they said he had no "tappan" and no "day." He left again and returned to Wall's. Before leaving Thomas struck him and thought to kick him and his wife told him he was not wanted there. He went away and never returned. After his father's death it was stated that he used have. He got only one pair of boots made since then. In consequence of having to sleep with a servant named Whelan he gave eight weeks in hospital suffering from skin disease. The bed had been taken out of his room in the house and he was told not to go in there any more. He denied he was put up by Wall to tell a story to the judge. Wall fed him fair enough while he was with him. He refused to take a lump sum of money. He got no clothes this year, but he got a suit and a pair of boots through his solicitor.

Cross-examined by Mr. Ryan—Since I left my brother I did not get near him for money or clothes. He never wrote to me since I left to come back. I was working at Knocknashane for a few days. I am a heavy smoker. You are not fond of too much work? No, but often my brother made a slave of me with work. He made me bring a bag of oats out in the field. I never got my half-crown. Often I was without tobacco. They hunted me 30 times and warned me never to come back before I went for good. They would be very fond of me for a week. How often had your brother that got up at night to let you in? That was because he used to go to bed at 8 o'clock. On Easter Sunday he had his dinner at a different table to his brother and his wife and they told him there was no "day" for him. He only got a small bit of meat and they told him it was good enough for him. When he asked for money for tobacco his brother said: "You won't get it," and made a drive of a kick at him. They had the bread and milk and all looked up in the room and he could not get any. He then went to Thomassen and later went to the Nire to Wall's.

Mr. Condon—Do you think? It is very seldom I would drink a bottle of stout. Thomas Wall said he was one of the executors of the will of James Condon, father of the plaintiff. Witness said the plaintiff could not tell the truth. He gave 10 months with me and he swore he was only four months with me. During that time he supported him. He put him home twice. On Easter Sunday night he came to him and said he was drunk. The plaintiff is not very strong and is a very unmanly man. Plaintiff told him he got a shirt from Richard Power.

By Mr. Ryan—It is money Condon wants.

Mr. Conolly—A sister of the plaintiff also claimed some of the money allowed (£200 10s.) to Wall as she said she also kept him and then the money was stopped. Witness said plaintiff told him he had 2s. a week and his food going to the creamery for a man named Breen.

John O'Brien, brother-in-law of the plaintiff, said he kept and supported him since May. Defendant came to make a settlement with him and offered him £150 at first and £200 afterwards. If he got more he would accept it. Thomas brought him no clothes. Witness spent 2s. or 3d. on him. He would do light work. Witness wanted nothing for keeping him.

By Mr. Ryan—These Condon is a decent man and his wife is a decent woman. Plaintiff does not appear to be worked up in this case.

Mr. Ryan said his client was driven mad with this fellow.

Thomas Condon, defendant, said he and wife were willing to provide a house for the plaintiff. The eggs were there for him Easter Sunday and because witness and his wife did not both them for him and he kicked up a row. He always ate at the table with them. He never struck the boy. You could not believe a word he would say. His father had always treated him with kindness. He was quite capable to earn wages. The fortune he got with his wife had to go to pay off his expenses.

By Mr. Conolly—He did not clear away until after I married. My sister Annie also left on her own and went to Mr. Wall's. Last March he called an auction on his cattle to pay his rent and some debts. He is taking gratiers on the land.

Mary Condon, wife of last witness, said she was married in 1923. There was no truth in the statement she started her brother-in-law or ill-treated him. It was at Wall's he got the skin disease. She denied he was refused tea on Easter Sunday.

Mr. Mary Breenford said the plaintiff worked for her for eight weeks going to the creamery at 4s. a week and his keep. When leaving her he told her the O'Brien's wanted him to work. He gave no trouble. His Lordship said the man was well able to work and earn money. They should fix on a small weekly sum to pay him. Mr. Wall should get payment for keeping the boy and his costs. The plaintiff was entitled to certain rights and 2s. 6d. a week for the defendant. If the parties got on all right it would not make much difference, but it was very severe for Condon's wife to come in there and find a semi-imbecile before her. The blister was there, and it was up to Thomas Condon to explain that it was a charge they should carry out. He did not think they did the best they could, and were really responsible. They were entitled to say to the plaintiff—come back and we will treat you properly. He allowed arrears at 10s. a week for 20 weeks, out of which Mr. Spens was to be paid the excess he incurred for plaintiff, also 2s. to Wall and 2s. to O'Brien; and the balance to be handed over to the plaintiff.

Mr. Ryan—It was not wanted there. He went away and never returned. After his father's death it was stated that he used have. He got only one pair of boots made since then. In consequence of having to sleep with a servant named Whelan he gave eight weeks in hospital suffering from skin disease. The bed had been taken out of his room in the house and he was told not to go in there any more. He denied he was put up by Wall to tell a story to the judge. Wall fed him fair enough while he was with him. He refused to take a lump sum of money. He got no clothes this year, but he got a suit and a pair of boots through his solicitor.

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Cross-examined by Mr. Ryan—Since I left my brother I did not get near him for money or clothes. He never wrote to me since I left to come back. I was working at Knocknashane for a few days. I am a heavy smoker. You are not fond of too much work? No, but often my brother made a slave of me with work. He made me bring a bag of oats out in the field. I never got my half-crown. Often I was without tobacco. They hunted me 30 times and warned me never to come back before I went for good. They would be very fond of me for a week. How often had your brother that got up at night to let you in? That was because he used to go to bed at 8 o'clock. On Easter Sunday he had his dinner at a different table to his brother and his wife and they told him there was no "day" for him. He only got a small bit of meat and they told him it was good enough for him. When he asked for money for tobacco his brother said: "You won't get it," and made a drive of a kick at him. They had the bread and milk and all looked up in the room and he could not get any. He then went to Thomassen and later went to the Nire to Wall's.

Mr. Condon—Do you think? It is very seldom I would drink a bottle of stout. Thomas Wall said he was one of the executors of the will of James Condon, father of the plaintiff. Witness said the plaintiff could not tell the truth. He gave 10 months with me and he swore he was only four months with me. During that time he supported him. He put him home twice. On Easter Sunday night he came to him and said he was drunk. The plaintiff is not very strong and is a very unmanly man. Plaintiff told him he got a shirt from Richard Power.

By Mr. Ryan—It is money Condon wants.

Mr. Conolly—A sister of the plaintiff also claimed some of the money allowed (£200 10s.) to Wall as she said she also kept him and then the money was stopped. Witness said plaintiff told him he had 2s. a week and his food going to the creamery for a man named Breen.

John O'Brien, brother-in-law of the plaintiff, said he kept and supported him since May. Defendant came to make a settlement with him and offered him £150 at first and £200 afterwards. If he got more he would accept it. Thomas brought him no clothes. Witness spent 2s. or 3d. on him. He would do light work. Witness wanted nothing for keeping him.

By Mr. Ryan—These Condon is a decent man and his wife is a decent woman. Plaintiff does not appear to be worked up in this case.

Mr. Ryan said his client was driven mad with this fellow.

Thomas Condon, defendant, said he and wife were willing to provide a house for the plaintiff. The eggs were there for him Easter Sunday and because witness and his wife did not both them for him and he kicked up a row. He always ate at the table with them. He never struck the boy. You could not believe a word he would say. His father had always treated him with kindness. He was quite capable to earn wages. The fortune he got with his wife had to go to pay off his expenses.

By Mr. Conolly—He did not clear away until after I married. My sister Annie also left on her own and went to Mr. Wall's. Last March he called an auction on his cattle to pay his rent and some debts. He is taking gratiers on the land.

Mary Condon, wife of last witness, said she was married in 1923. There was no truth in the statement she started her brother-in-law or ill-treated him. It was at Wall's he got the skin disease. She denied he was refused tea on Easter Sunday.

Mr. Mary Breenford said the plaintiff worked for her for eight weeks going to the creamery at 4s. a week and his keep. When leaving her he told her the O'Brien's wanted him to work. He gave no trouble. His Lordship said the man was well able to work and earn money. They should fix on a small weekly sum to pay him. Mr. Wall should get payment for keeping the boy and his costs. The plaintiff was entitled to certain rights and 2s. 6d. a week for the defendant. If the parties got on all right it would not make much difference, but it was very severe for Condon's wife to come in there and find a semi-imbecile before her. The blister was there, and it was up to Thomas Condon to explain that it was a charge they should carry out. He did not think they did the best they could, and were really responsible. They were entitled to say to the plaintiff—come back and we will treat you properly. He allowed arrears at 10s. a week for 20 weeks, out of which Mr. Spens was to be paid the excess he incurred for plaintiff, also 2s. to Wall and 2s. to O'Brien; and the balance to be handed over to the plaintiff.

Mr. Ryan—It was not wanted there. He went away and never returned. After his father's death it was stated that he used have. He got only one pair of boots made since then. In consequence of having to sleep with a servant named Whelan he gave eight weeks in hospital suffering from skin disease. The bed had been taken out of his room in the house and he was told not to go in there any more. He denied he was put up by Wall to tell a story to the judge. Wall fed him fair enough while he was with him. He refused to take a lump sum of money. He got no clothes this year, but he got a suit and a pair of boots through his solicitor.

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THE SALE THAT DID NOT COME OFF.

Andrew Flynn, Tircullen, Tallow, and Michl. Tobin, same place, for damages for specific performance in the sale of 16 acres of land which the plaintiff had purchased from defendant for £200. There was a cross-action for use and occupation of the land, crops, etc.

Mr. Magner, solr., Fermoy, for plaintiff, and Mr. E. A. Ryan for defendant. Andrew Flynn said in February, 1924, he met defendant, Tobin, at John Gough's auction. He spoke about letting his grass for five years and he agreed to purchase two fields for £100 and subsequently a third field for £200 if the Land Commission would decide it. It was Mr. Murray, solr., told him to go on the lands. He set crops there and had hay, oats and mangolds there and fenced the place. Witness told Mr. Murray to pay the rates on the place. When witness was cutting hay in August the defendant came along and threw his scythe over the ditch and threatened him. He went and told the "Civil" Guards (laughter). The fencing of the place was completed on the first week in May at a cost of 25s.

His Lordship said Flynn went on those lands at his own risk and anything he spent there he should pay himself. Witness said he paid £200 and got nothing out of it.

By Mr. Ryan—I did not want possession of the land at once. The fields were in stable and Mr. Murray told us to do the ploughing. I admit stopping the threshing at Tobin's. I deny I ordered Mr. Murray to pay the rates.

Mr. Flynn deposed—it was I paid over the £200 for the lands. It was for the sake of the passage we wanted the passage. Mrs. Tobin, defendant's wife, said they did not employ Mr. Murray, solr., and they did not want to have the money until the Land Commission consent was given. The oats crop Flynn sowed on the land was not cut. It was not to be let out. Since then we have been unable to get our land, etc., and we are at a big loss. She never stopped the Land Commission driving the farm. I got none of the money for the land, but they forced a cheque on my husband.

By Mr. Magner—I did not see the case of this land in dispute. I sold corn to Curran, of Tallow, of my own land. The land was registered in her name—Oliver Jane Parkers. She never blocked the sale with the Land Commission. I loaned him a horse to plough the field, but he put out manure and sowed the crops without my consent.

Michael Tobin said it was Dan Flynn first approached him to sell the land. Witness would not cut the oats witness said he would do it himself, but defendant would not allow it. Jas. Healy was employed to thresh the oats, but he would not come and no help could be had by him to do his own work. It was Flynn, the plaintiff, stopped his work, and as a consequence he suffered £20 loss.

Mr. Magner—Was not the reason you could not thresh that you would not pay the people to do the work? I always paid them. I had no solicitor at the time. I took the scythe from plaintiff and threw it against the fence. It was by Mr. Murray's orders I gave him a horse to put down the oats. Don't you owe money to every shopkeeper in Tallow? No. Maybe they owe more themselves.

James Healy said he had arranged to thresh on Flynn's farm in 1924, but he did not go as he got notice from Michael Tobin that the corn was his. Otherwise he would have done it.

Plaintiff, re-called, admitted his wife wrote to Healy, the engine driver: "Don't thresh Mike Tobin's corn." It is Dan Flynn's corn." I also stopped Michael Moore's engine from threshing my oats. Why should he thresh my oats? I don't know Ned Hunt, of Dunsmore. I heard tell of him all right. No one turned up to take Tobin's grazing when put up for sale.

His Lordship said that case showed the danger of going into occupation of land before the transfer was completed. The plaintiff complains he was not allowed to cut his crops and very properly so. Any person is a fool who goes in and does work on land until the conveyance is properly done as anything done on it goes to the benefit of the vendor. The plaintiff paid £200 for the land and he is entitled to get it back. He gave a decree for £200. As regards the counter-claim of £50 for the use and occupation of the land, that falls to the ground. As regards the claim for preventing people for working for the defendant, there was proof that such was done, and it was an illegal action, and Flynn was liable for damages for so doing. He was prevented from threshing his corn until March. He would give a decree for the amount claimed on that count for £20 and costs. As regards the grazing, there was no evidence of any cause of action.

By Mr. Ryan—It was by his new measurement that Doblan deprived himself of the gap. There was trouble between us before this. One of my boys kicked the Inspector's mark down as it was too far up on my mountain. He wanted to take a piece of my mountain off me by force. It was Doblan started the trouble.

Wm. O'Keefe said he was present when the Land Commission marked out the mountain. He heard Doblan say he was satisfied after Lyons measured the place.

By Mr. Ryan—There was trespass about the place before Lyons came out. He did not block the gap.

James O'Keefe, son of the defendant, said before this there was no dispute about the boundary line. It was the new survey took the path of the plaintiff.

His Lordship said he did not feel disposed to go back of what the Land Commission Inspector did. In that the plaintiff had clearly the right to the passage. Mr. Lyons was sent for by Doblan to make fresh measurements and he did so, and at first Doblan was satisfied, but later he was against it. He gave a decree to the plaintiff for 1s., but no expenses as he brought the trouble on himself. They should go back to the Land Commission boundary.

LICENSE GRANTED.

The application of Mrs. Ellen Noonan for an ordinary license for the Blackwater Vale Hotel was granted. Mr. J. W. O'Gorman, solicitor, for the applicant.

RATE APPEAL CASE.

In the case of Rate Collector O'Donoghue v. P. Kent, Mogela, who obtained a decree for rates at Tallow District Court, the defendant appealed against the decision and was represented by Mr. A. Carroll, solicitor, while Mr. M. J. Conolly, B.L. (instructed by Mr. Skinner) appeared for the respondent.

The ruling was in respect of a factory at Waterpark in General Lucas in 1921. It was stated the summons was in respect of a rating at Mogela when it should be Waterpark.

His Lordship having made the necessary amendment, adjourned the case.

BURNING OF TALLOW CHURCH.

The Representative Church Body claimed compensation for the malicious burning of the Protestant Church at Fountain, Tallow, in August.

Mr. A. Carroll for the applicant, and Mr. McCoy, solr., for the County Council. Rev. Mr. Camier deposed to locking up the church on the night of the fire. On the following Saturday morning he went to the church and found the Civic Guards there. He then detailed the state in which he found the church. The organ had been set on fire. It could not be accidental as there was no fire in the church.

Cross-examined by Mr. McCoy—I saw no fire on Saturday morning, but the result of the fire. The Sexton keeps the key of the church. It appears there was a second fire near the Communion table where some curtains were set on fire.

The daughter of the Sexton, Tallow, went on Monday evening the church was all right and looked for £120, but on Saturday she went down and found the place on fire. She re-locked the door and returned to her mother and went for help. By Mr. McCoy—I found a window broken.

George Bell said on the morning of the fire he found the vestry window broken. Going in through the smoke he put out what fire there was. The organ was completely gone and some of the pews and the flooring. There was another fire at the Communion table.

His Lordship said he was satisfied with Mr. McCoy's evidence.

Mr. McCoy said the County Surveyor's estimate of the damage done was £120 8s. 8d., excluding the harmonium.

Mr. Carroll said his estimate was £180 10s. apart from the harmonium.

Mr. Goodson, builder, Fermoy, said he was called and repaired for £120, but not the painting. His total was £220.

Rev. Mr. Camier said it would take £75 to replace the harmonium. He gave a list of the church property. Bibles, etc., destroyed value at £95 6s. That included the harmonium.

Mr. Bowen, County Surveyor, thought £120 8s. 8d. would replace the damage done.

His Lordship gave a decree for £280 to cover everything, to be levied off the county at large, and 25 10s. expenses.

BURNING OF CORN.

Mr. John Norris, Ballyvooney, Strabally, claimed £100 compensation for the malicious burning of a rick of unthreshed oats on the 27th September last.

Mr. Mathieson, B.L., instructed by Messrs. Williams and Son) for the plaintiff. Mr. McCoy for the County Council. Mr. John McGrath, C.E., produced a map of the place and said the rick was 140 feet from the nearest chimney. There was a rick of hay near it and a cock of straw. The measurement of the rick was 23 x 14 x 13.

Mr. John Norris said on the 27th September he went to bed at 10.35 p.m. old time. Before retiring everything was all right. He had no servant sleeping in the place. Some time after he heard shouting that the haggard was on fire. He got up and went out and found the rick of corn on fire all over. His neighbours were there helping. They did all they could to save the other ricks of corn and hay and succeeded. The rick destroyed was of unthreshed corn. Plaintiff was surety for his brother (a cattle collector). It was plaintiff's duty to collect the rick and he was forced to seize on a number of people, and he was threatened to be shot by a man named Flynn if he did not send back the horse he seized. That was in 1925. Witness at the time went to the Civic Guards.

By Mr. McCoy—It was burning all round when I got out. I saw no sign of anyone around when I went out at 10.30. It might be in July, 1924, I made the last seizure for rates.

Mr. McCoy—and you were sentenced to death, and that was reduced to burning your hay?

Further cross-examined—That corn was not bound at all. That is done very often. The crop was lodged. It was not heating.

Thos. Whelan, Graigue, said on the night of 27th September as he was going to bed he saw lights like the two lights of a motor car in the direction of Norris's. He got up and went to the scene of the fire. There was no chance of putting out the fire, so they went to save the other ricks.

By Mr. McCoy—It is a bad road for a motor. The fire looked like the two head lights of a motor at first, and I got suspicious and went out again.

Supt. Vaughan, Strabally, said he was called to Mr. Norris's, Ballyvooney, on the morning of the 28th September when a fire was out. The greater part of the rick was burned and the men were saving the other corn and hay. Mr. Norris told me he was threatened in July, 1925, by a young man named Flynn. Since this burning Flynn has been arrested and re-

manded on bail for a similar offence in the adjoining sub-district. On the records I could find no entry of the complaint Mr. Norris made in the barrack, and Mr. Norris is a very popular and respectable man.

Supt. Murray said on Saturday week a fire occurred at the farmyard of Mr. Thos. Connors, Faha. He went to the scene on Sunday morning and amongst other inquiries he was informed by the owner that he was threatened by two brothers named Flynn whom he had in his employment some time ago. According to this story one of those men bought goods in his name in Kilmacthomas, and when Mr. Connors found that out he dismissed them from his employment. Shortly afterwards he received a threatening and abusive letter from the Flynn's. Three months ago he received another threatening letter. The threat was "to be even with him yet."

He made inquiries as to their movements on the night of the fire, and while told stated they were at home and made contradictory statements as to the man they went to bed and denied they were ever in the employment of Mr. Connors. The Flynn's were also suspected of being connected with the fire at Mr. Norris's. They seemed to be almost incapable of telling the truth.

Mr. McCoy—They may be proved to be innocent altogether? Superintendent—Yes.

Mr. McCoy said it was in July, 1924, the threat was made to Mr. Norris, but these had old days are gone.

Mr. Norris, re-called, said on the night of the fire there were in his house his wife, three children and an invalid brother-in-law.

His Lordship—You don't think that Flynn would come there at that hour of the night and you about and set the place on fire? Witness—I don't think so.

His Lordship—How would you get in who wanted to burn the rick? Mr. Norris—From the road. There were four acres of oats in the rick and it would make 16 barrels to the acre. It was not bound as the corn was lodged, but was made into a rick. The oats would be 13 tons of straw worth 25 a ton.

In answer to his Lordship as to what it would cost to thresh it, witness said he did not know as he did not thresh for some years, but Mr. T. Whelan said to thresh 4 acres would cost £10.

His Lordship gave a decree for 24s.

J. T. HUDSON v. JOHN CURRAN AND MICHAEL HEALY, SQUARE, DUNGARVAN.

Mr. Conolly, B.L. (instructed by Mr. Spens) for plaintiff. Mr. Esmond, B.L. (instructed by J. F. Williams and Son) for defendants.

This was an action to fix the standard rent to be paid in respect of two houses in the Suroing, Dungarvan, of which the defendant was the tenant. The plaintiff was the landlord. The defendant was the tenant. The plaintiff was the landlord. The defendant was the tenant.

After hearing evidence from counsel at both sides.

His Lordship said the houses in question were both combined in a lease under which a plot of ground and two dwelling-houses built thereon were leased. On the expiration of the lease the first step taken by the landlord was a notice on January 2nd requiring immediate possession of the premises, which was not complied with.

The next step was an application to fix a standard rent in May, 1926, which the defendant refused, viz.—Mr. Curran at 25s. and Mr. Healy at 20s. Since the lease expired until the standard rent was fixed no rent was paid, and the trouble now is what rent we are entitled to charge. Mr. Conolly has offered the rent payable under the old lease, but Mr. Esmond holds it comes under the law of the Rent Act. His Lordship agreed with Mr. Esmond that the rent fixed by him should be that rent, and he therefore found that the arrears due by Mr. Curran was 24s. 10s. and by Mr. Healy 24s.

FLYNN V. HURLEY.

This was an action for £124 damages for breach of warranty in the sale of a pony. Mr. Ryan, solr., for plaintiff, and Mr.

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PATRICK BROWNE
CYCLE SHOP AND REPAIRER
ST. MARY'S STREET, DUNGARVAN.

TALLOW COURSE MEETING.

Judge—Mr. M. Riegan. Slipper—R. J. Redmond. Officials—President, Mr. J. J. Walsh; hon. treasurer, Mr. J. M. Beecher, hon. V.S., Mr. C. P. Hynes; gate stewards—Messrs. M. McGrath, M. Cronin, P. F. Walsh, P. Callahan, D. Lyons, M. O'Donoghue. Call Stewards—Messrs. F. Condon, J. Ryan, T. Barry, S. Steward—Messrs. J. M. Beecher and J. Condon. Flag Stewards—Messrs. J. Walsh, J. Riegan, Field Stewards—Messrs. E. Lynch, E. Perle, B. Collins, W. Willie. Steward—Messrs. M. Lynch, D. O'Keefe, T. Morrison, T. Crotry, G. Haly, J. Foley, J. Hanley, Matt Walsh, E. Drake, M. Carney, E. Fitzgerald, J. Ryan, D. Roche, M. O'Connor. Hon. Sec.—Mr. Frank Ryan.

On Wednesday week the members of the Tallow Coursing Club held their second annual meeting in a fine field at Monksfield. So far as weather conditions were concerned, the promoters were extremely fortunate in being favoured with a beautiful day, after the frosty fog in the morning had lifted, the sun shone with great warmth and brilliancy throughout the day, which made conditions most favourable and enjoyable for all present. The plucky band of sportsmen who form the Tallow Coursing Club had decidedly had a heck last year, when an epidemic broke out amongst the hares purchased at heavy expenses for the opening meeting, with the result that a large number of the animals died, which meant a heavy financial set-back to the promoters, who certainly deserved a better fate. This year, however, they were more fortunate in this respect, and had struck a rather ambitious programme of three 15-Dog Stakes, but through some cause or other these failed to fill, and the programme had therefore to be reduced to a 14, 9 and an 8-dog stake.

Despite these regrettable reductions some very fine sport was witnessed in the three stakes submitted for decision, and the committee deserves to be congratulated on the manner in which all the arrangements were carried out. Although there was a very good attendance of spectators, one would have wished to see a far larger number present on such a fine day, and we can only express the hope that both as regards entries of dogs and the attendance of the public, it will be our pleasing duty to record a marked improvement in both respects next year. While some of the hares did rather softly, many others stood up well and tested the staying and working qualities of the dogs, but owing to the well-constructed "escape" provided, for which the hares had been carefully trained, there was not a single case of "gripping," for which the owners of the various dogs were very thankful.

Mr. M. Riegan proved a capable and impartial judge, whose decisions were most popular during the day, while Mr. R. J. Redmond as slipper also performed his duties most efficiently, although in some cases fault was found at the "long slips" which he gave the dogs, which enabled some hares to reach the "escape" too easily and thus result in undecided courses in a few instances. One mistake was made by the committee in having the course running from east to west, as had it been laid out in the opposite direction, the hares would have the advantage of a small hill instead of having to run down a slight incline as happened on this occasion. However, nothing touches better than experience, and benefiting by this year's experience, the committee intend to have the course differently planned for next year's future, so that even the most captious critic will have nothing to grumble at in this respect.

The opening event, the Irish National Breeders' Trial Stakes, produced some very fast and promising puppies, but Bang the Toe and Honey Silk created a very good impression in their various outings, but when they met in the final the former defeated Honey Silk in most decided fashion. Kilkenny was always a hot favourite for the Tallow Stake for eight all-aged greyhounds, and he fully justified the confidence reposed in him by easily disposing of Hidden Step in the final. Campfire, the property of Mr. G. P. Haly, chemist, Cappoquin, created a most favourable impression by his performance in the first course of the day. Hidden Step for 14 all-aged greyhounds, that had never won more than two courses in any one stake, and running strongly and consistently in all his subsequent outings, had little difficulty in defeating a good dog in Red Doctrine for the final. The victory being loudly acclaimed by many local sportsmen, amongst whom his owner, Mr. Haly, is

Co. Board of Public Health.

At a meeting of the County Board of Health on Tuesday Mr. P. O'Gorman presided. Also present were—Messrs. J. O'Donnell, P. Mulcahy, J. Kiersey, J. Butler, T.D., and D. Conway.

ENGINEER'S APPOINTMENT.
Airing out of the Secretary's report that Mr. Murphy, the engineer appointed for West Waterford, had not replied to any of his communications re taking up duties, it was decided owing to the necessity of getting cottages repaired, etc., that the board suspend Mr. Murphy, the suspension to take effect in a fortnight if Mr. Murphy had not taken up duty in the meantime.

Mr. Conway said there were several fine promising young men applied for this job, but they were turned down by the L.G.B.

ST. OTTERAN'S CEMETERY.
Mr. J. J. White was appointed as temporary caretaker of the above in succession to his father, who recently died.

ADDITIONAL HALF ACRES FOR LABOURERS' COTTAGES IN CARRICK DISTRICT.
The Secretary said, in reply to his communication re above, he had only received three replies from farmers willing to give the additional half acre. There were seven who objected to give the half acre.

Mr. O'Donnell—How many are applying?

Secretary—171 acres are required.

Mr. Butler said he understood from interested parties that there was no opposition, and he thought so from Mr. Hickey, who attended last meeting.

Secretary—Mr. Hickey wasn't definite when questioned. It will be difficult if there is opposition.

Mr. O'Donnell said it was most satisfactory at present. The plots were railed off and the railings were now broken down. The farmers were paying the rates and taxes and the labourers were in occupation.

Mr. Conway thought it was a matter between the parties themselves.

On the suggestion of a Member, it was agreed that the tenants and owners be notified that in the absence of agreement the Board of Health would not proceed further in the matter.

SUSPENSION OF MR. POWER.
The Secretary explained that in connection with the suspension of Mr. Power, rent collector, he had asked the L.G.D. to send an instructions on the matter. He received the following wire—"That the Minister will leave the matter in the hands of the board."

Mr. Butler thought the council should not be so stringent and should hear an explanation.

In reply to a Member, the Secretary said Power was a most unsatisfactory official.

Mr. Butler—We have now heard the Secretary, and in Justice to the official concerned, he should be heard. It would not be fair. He understood there was one receipt issued on which the date was omitted. That would happen to any man. He thought it would be better to ask him to attend.

Secretary—I wrote to Mr. Power and asked him about the date. He ignored two letters and then sent the date which should be on it. He ignored a request for an explanation.

The following order was made—"That Mr. Power attend before this board at a special meeting on Wednesday, 17th inst., at 12.15 to give an explanation."

COOLBEGGAN COTTAGE.
Two applications were received for the tenancy of the above cottage, viz.—Michl. Walsh and Mary Barnes. Michl. Walsh was given the cottage.

MOUNDFUNE FLOT.
Three applications were received for the above, viz.—M. O'Brien, Tallow; Jas. Prendergast, Tallow, and John Gray, do. Gray was given the plot.

STRADALLY COTTAGE.
The following applied for the vacant cottage at Stradally—Joseph Curran, W. Byrne, Pat. Corbett, Michl. Morrissey and Wm. Cleary.

After questioning all the applicants re their present condition as regards housing accommodation, the names were put in a hat and Curran was drawn and declared tenant.

ARDMORE SANITARY ARRANGEMENTS.
A letter from the L.G.B. enclosing extracts from the report of Dr. McCann re the condition of above was read. Before reading the extract Mr. Conway proposed that the matter be adjourned as the board had already referred it to an engineer.

The proposition was passed.

The Railway Co. were granted permission for a supply of water to the station premises at Kilmacomas on the recommendation of Mr. Jephson, C.E., at a rent of 50s. per year.

FARMING OFFENCES.
During last week 14 persons were prosecuted under the Dairy Produce Act, 1924, for tendering to creameries or cream separating stations milk contained in dirty vessels. One person was prosecuted for tendering dirty milk. One person was prosecuted under the Agricultural Produce (Eggs) Act, 1924, for selling externally dirty eggs, and another person for aiding and abetting the offender. One person was prosecuted for contravention of the Weeds and Agricultural Seeds (Ireland) Act, 1909. Fines and costs were imposed in all cases except one in which the Probation Officers Act was put into operation.

J. DANIEL
CARPENTER AND FUNERAL UNDERTAKER.
QUAY STREET, DUNGARVAN
(Below R. A. Herry's.)

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We have been very fortunate in securing a very large contract for Galvanized Corrugated Iron at the lowest price ever contracted for. These sheets are all hand-picked, 34 W.G., well galvanized, and no matter what price you pay you cannot procure a better article. We are offering these sheets while they last at 3d. per square foot, and this is the lowest price first grade sheets have ever been sold for. We guarantee perfect satisfaction to every customer.—Harper Bros., Ironmongers, Waterford.

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CASE

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Court, Dublin

v. Corcoran,

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Mr. Patrick Ly

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(represented by M

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September, 1925

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