

Dungarvan Observer

AND
MUNSTER INDUSTRIAL ADVOCATE

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SATURDAY, JUNE 20, 1959

PRICE: 2d.

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The O'Sullivan v. Farrell Case

JUDGMENT IN HIGH COURT MARATHON

LEGAL proceedings instituted in the High Court by Kevin O'Sullivan, Villierstown, Cappoquin, against Austin R. Farrell, Solicitor, Dungarvan, on which judgment had

been reserved since March last, were the subject of a written judgment delivered by Mr. Justice Cahill Davitt, President of the High Court, in Dublin, last week.

The plaintiff, a farmer and contractor, claimed damages for negligence and breach of duty in the Defendant's capacity as the Plaintiff's attorney.

Damages for loss and conversion of the Plaintiff's machinery, documents, accounts and other property.

For an injunction restraining the defendant from interfering with the plaintiff in the management and operation of his property.

The statement of claim filed by the plaintiff set out the various claims in detail under twenty-seven different headings.

The defence was a denial of all the allegations.

The case came up for hearing in the High Court on the 16th February and occupied twelve days.

Mr. John Gleeson, S.C., Mr. Wellwood S.C. and Mr. Sean Browne, B.L., instructed by Mr. K. P. Finn, Solis, appeared for the plaintiff.

The defendant was represented by Mr. T. J. Linton, S.C., Mr. C. B. McKenna, S.C., and Mr. John Lovatt-Dolan, B.L., instructed by Messrs. Farrell and Morrissey, Solicitors, Dungarvan.

The judgment, which is set out hereunder, is given verbatim. It contains a concise résumé of the facts and the evidence and gives the Court's decision on the twenty-seven points raised in the plaintiff's statement of claim.

It reads thus:— I have no intention of attempting a close review of the mass of evidence, oral and documentary, which has been submitted here in this case. Matters have

been dealt with in such detail that there is, on any consideration of evidence every danger of not being able to see the wood for the trees. What follows are the essential facts of the case as the facts of the case.

Started in 1952

The plaintiff, Kevin O'Sullivan, decided in the year 1952 to engage in the County Waterford in the business of land reclamation under the Government scheme. He had nothing in the nature of engineering qualifications or experience but had done some farming and had some knowledge of motor engines. He had saved a few hundred pounds. His aunt lent him £4,000, and equipped with this capital he embarked upon the purchase of the necessary equipment for the clearing of land involved in the clearing of land from scrub and stones, and the digging of ditches and drains and the laying of drainage pipes. The work was assisted by Government grants which were carried out in two ways. In what was known as Section A cases the owner of the land made his own arrangements to have the work carried out. In what were known as Section B cases he applied to the Department of Agriculture to have his land reclaimed. His land was inspected by Department officials and if his application was granted they planned the necessary work, prepared a scheme and invited tenders from contractors to carry it out. When a tender was accepted a contract was made between contractor and Department to carry out the work under the supervision of the Department officials and

payment was made on the certificate of the survey office that the work had been done to his satisfaction. In Waterford, the District Officer in charge of Land reclamation work was Mr. Humphrey Kellier. He was responsible for inspecting lands in respect of which an application was made for a Section B grant recommending the application, planning the work, preparing specifications, accepting or refusing tenders and certifying for payment.

Expensive Equipment

The equipment required was expensive and contractors were aided in the purchase by Government sponsored loans. One third of the cost had to be paid initially to each by the purchaser, one third was advanced as a loan repayable by nine half-yearly instalments, and the remaining third was advanced notionally as a loan but became a free grant when the purchaser had completed with certain conditions, viz. had duly paid the half-yearly instalments and had used the equipment to the satisfaction of the Minister for Agriculture. The cost of the equipment purchased by O'Sullivan, which included a bulldozer, an excavator, and other machines, was over £12,000, of which he paid £3,723 odd in cash and received £7,416 odd as an advance through the Agricultural Credit Corporation. I shall hereinafter, for the sake of brevity, refer to them as the A.C.C. The repayment of this advance was secured by means of an agreement and guarantee executed by O'Sullivan and two guarantors, Mr. Foley and Mr. Kennedy, as well as by a specific chattel mortgage of the equipment to the A.C.C. by O'Sullivan. Foley was a substantial farmer, and was Mr. O'Sullivan's uncle. Kennedy was a business man and a T.D. for County Waterford. He was a connection of Foley's, his sister being married to Foley's brother.

Competitive Business

After paying £3,723 as a down cash payment on the equipment O'Sullivan would have a few hundred pounds left from his aunt's loan of £4,000 and his own savings to serve as working capital. He started tendering for contracts in the Autumn of 1952 and in the course of the next two years succeeded in obtaining some fifteen Section B contracts as well as some Section A work amounting in all to nearly £13,400. To work the equipment profitably its potentialities had to be fully or almost fully, made use of. This required a good team of about a score of men including drivers and labourers, led by a good foreman capable of getting the best return from the men in the way of work. The machines were subject to heavy and constant wear and tear, and required expert and careful attention and maintenance in the way of constant oiling and greasing, running repairs, garage repairs when necessary and the replacement of worn parts. To make full and profitable use of the equipment required a manager who could secure the necessary amount of contracted work at the proper price and plan it intelligently and economically. As the business was competitive, profits on some contracts might

be small or non-existent according to the amount of the price tendered and the time occupied in carrying out the work.

'Hopelessly in Debt'

The latter element depended upon the difficulties encountered and also of course upon the efficiency of men and machines. According to a Mr. Kenny, an officer of the Department, it should have been possible to make a profit of ten to fifteen percent on contracts. In fact Mr. O'Sullivan was at the end of the year period hopelessly in debt. This was due apparently to a number of factors. He started with insufficient working capital. He did not exercise proper supervision over the work. His equipment was not properly looked after or maintained. He would not take advice or keep to specifications in carrying out the work. Contracts were not completed in time and in some cases not at all. Money became scarce, creditors were not paid, wages were owed to the men and by the end of the Summer of 1954 O'Sullivan's credit was becoming completely exhausted. Kellier was dissatisfied with the way O'Sullivan's contracts were carried out, realised that he had no money or credit with which to secure the necessary supplies and materials with which to carry on and decided to advise him to stop contracts. O'Sullivan was in fact, unable to finish some of the contracts he had undertaken.

'Did not disclose real Situation'

In the course of a few months the paid Farrell several visits and from time to time explained that he was engaged in the land reclamation business in which there was plenty of money to be made and that he had contracts in hand which were worth more than £1,000. He did not disclose the real situation but said he was not at the moment able to pay the creditors who were suing him and asked Farrell to get them to give him time. He authorised Farrell to collect certain monies due to him and to pay sums on account to his most pressing creditors. This was done. He suggested at one time assigning all his contracts to Farrell, so that the latter could collect what was due thereunder and use it to pay the creditors. Though there was once requested to do so he did not furnish Farrell with a list of his creditors, nor did he disclose the full extent of his indebtedness. O'Sullivan failed to pay the second instalment on the equip-

ment when it became due, and the A.C.C. wrote to the guarantors. They in turn called on O'Sullivan; and Foley, who was greatly perturbed, talked of selling the machinery. O'Sullivan succeeded in persuading them that matters would be all right. He made payments on account from time to time but was always in arrears. In September, 1954, he had not paid the instalment due in March and the A.C.C. commenced proceedings against the guarantors. Foley again talked of selling the machinery and insisted that unless the financial arrangements were taken out of O'Sullivan's hands the A.C.C. would never be paid. He suggested that Kennedy should see Mrs. O'Sullivan's sister, Mrs. Bonner, and get her to do something. Kennedy did so and after a long discussion it was decided to seek the assistance of the guarantors. Mrs. Bonner's solicitor, they called on him on the morning of November 2nd and explained the situation. Kennedy suggested that O'Sullivan should give Farrell a power of Attorney to look after his affairs, and said that unless this was done he would take over the machinery himself. Farrell suggested bringing in O'Sullivan to discuss the matter and this was agreed. They returned in the afternoon with O'Sullivan and a long discussion ensued. Farrell explained the position to O'Sullivan. If all there was no money available to pay creditors; that he was not in a position to carry out that if Kennedy was sued and could not pay the A.C.C. he would be ruined as a public man. O'Sullivan was asked if he could make any suggestion as to how the situation could be dealt with. Could he raise any money to pay the creditors? Would he allow the machinery to be sold? He could make no suggestion. Kennedy said that if Farrell would be responsible for looking after the creditors he would allow O'Sullivan to continue. Farrell was already in fact, collecting monies due to O'Sullivan and using it to pay sums on account to the creditors and could see no necessity for a Power of Attorney. Kennedy insisted, however, that Farrell should have complete control over the monies coming in; and eventually it was so agreed. A power of Attorney was prepared, read over to O'Sullivan who said he understood it and duly executed by him. In this he recited that he found that the work he had to do in connection with the machinery and land reclamation occupied so much of his time that he was unable to attend to the business side of the work, such as the keeping of workman's wages, looking after insurances and preparation of Section A contracts. He decided to appoint Farrell his Attorney for the purpose of looking after his business interests as the latter had set forth. He then appointed his Attorney in that behalf with comprehensive powers which are set out generally and in detail.

Determining Factor

What was apparently at that time contemplated by O'Sullivan and Farrell was that O'Sullivan should continue to work the equipment and be in charge of the field work generally, while Farrell would take over the office work, particularly the financial side of the business, including the collection of monies due and the disbursement of the same, and the payment of judicious payments on account, where possible. Kennedy may have had other ideas, but Farrell was, for the moment, prepared to allow O'Sullivan to continue in charge of the field work. The determining factor however, was the attitude of Kellier.

LOCAL LADY BEREAVED

Bereaved by the death of her brother is Miss Patricia Butler who is an employee of Mrs. Nolan's agency, Main Street. Rev. Fr. John Butler, O.S.A. who has been aged 29, in Adamawa, Northern Nigeria, Africa, was son of Mr. and Mrs. John Butler, Rathfriland, Kilmacthomas.

Turn to Page 3

For a real Thirst-Quencher
For a fresh, clean Taste
For a quick, refreshing Lift
NOTHING DOES IT like
Power's Lemonade



WEDDING BELLS

DEMPSY-SHEEHAN

The wedding, with Nuptial Mass and Papal Blessing took place at St. Mary's Parish Church Cahill, Co. Tipperary, between Mr. Con Dempsey, son of the late Mr. and Mrs. Daniel Dempsey, Shandon Farm, Dungarvan, and Miss Pauline Sheehan, daughter of Mr. and Mrs. James Sheehan, Coolagour House, Dungarvan. Very Rev. Fr. P. Ahearne, P.P. Killea, Dunmore East, officiated, assisted by Venerable Archdeacon D. Foley, P.P. V.F. Dungarvan. Rev. J. Callanan, C.C. Ballynascree, Rev. Fr. J. Murphy, C.C. Dungarvan, Rev. Fr. J. Murray, C.S.S.P., Rossmore College, Cashel.

Best man was Mr. Donald Dempsey, brother of the bridegroom. The bride was attended by Miss Margaret Sheehan (sister) and Miss Teresa Hickey (cousin) as bridesmaids.

Compliments were sent by the groom's friends, Messrs. S. Tracey, Martin Browne, Jerome Sheehan and David J. Connelley.

Following the reception for over thirty guests which was held at Cahill House Hotel, the happy couple left for their honeymoon which is being spent in Holyard and in the German Rhine.

The bridegroom is a popular Dungarvan farmer, who is chairman of the Dungarvan Co-Operative Creameries Ltd., chairman of Cooperative Fruitgrowers' Society Ltd., chairman of the Dungarvan Livestock Mart chairman of the County Executive Committee of the National Farmers Association and a leading member of Macra na Feirme. The bride was formerly employed as a Domestic Science Instructor at rural county centres by the County Waterford Vocational Education Committee.

Local Happenings

INFIRMARY CUP FINAL

A bus will leave Dungarvan at 8 p.m. on Sunday next in connection with the Infirmary Cup final, Dungarvan Celtic v. Kilmacthomas. Return fare 6/-.

Dungarvan Celtic entered the final of the Infirmary Cup Competition which will be played at Poleberry Park, Waterford, on Sunday evening versus Kilmacthomas at 8 p.m., when they defeated Tramore United by 6-3, having already beaten them in the first leg 2-1. Outstanding for Dungarvan were J. Woods, J. Noble and M. Singletor who had a hat-trick in his credit.

DRAMA ORGANISERS

Members of the organising committee of the recently held successful Fella Dramuolocha at Ring were Chairman An Fear Mor Seamus O'H-Eocha, L.L.D. Secretary/Treasurer, Donnell O'Connell, Committee, Tomas O'Ceallaigh, Maire Ní Chollaigh, Tomas O'Faolain, Treasa Bean Ní Chuirrin. Invaluable assistance was rendered by the ladies of the local branch of Bantracht na Taithe.

PLANS TO REWAKEN INTEREST IN GREYHOUND RACING.

Dungarvan men on the deputation of County Waterford Greyhound owners and breeders who were received by the directors of the Waterford Track for special discussions were Messrs. Michael Fives, Sean Quailly and Thomas Fitzgerald.

A useful discussion was held in the interest of the sport in the county, one of the results being that it was agreed that in the future a number of races would have substantially increased prize money and that owners would pay £1 entry for dogs instead of 10/- as heretofore. The management also agreed to reduce the price of the programme from 1/3 to 1/- for the future.

City members on the deputation were Messrs William A. Walsh, Patrick Leahy, Matthew Henneberry and Matthew Phelan. They were received by track officials Messrs W. Foley, A. Wall, J. Molloy (directors) and Mr. J. Byrne (manager).

The management requested the deputation to appeal to patrons to park their cars in the official park to aid in improving the finances of the track. The meeting was part of an ambitious plan to re-awaken interest in greyhound racing in Waterford.

URNEY LTD. ACQUIRE DUNGARVAN FIRM.

The assets of Dungarvan Milk Products Ltd., have been acquired by Messrs Urney Chocolates Ltd and Mr. A. S. Horsley and Mr. Ed. Maher of the firm have been invited to join the Urney Board.

ROUGH DECK—Seats available in car travelling to Lough Derg. Particulars from: Michael Whelan, 12 O'Connell Street, Dungarvan, Phone 238. (20-9)

Dungarvan Milk Products commenced the manufacture of chocolate crumb at Dungarvan in 1951 and have since been producing crumb for export.

Mr. Desmond Gallagher, chairman and Joint Managing Director of Urney Ltd said that the firm now hoped to intensify their export effort for chocolate crumb with the acquisition of the Dungarvan firm.

SHORT DANCE

The Dungarvan Lawn Tennis Club will hold a short dance on Sunday next June 21st. Music will be by the Erdieside Band and dancing is from 8.30 to 1 a.m. An enjoyable night is assured, so bring your friends along.

GOLF CLUB (Ladies' branch) Will all members please take note of the following 18-hole stroke competition which are not listed on course card—Members' prizes on the 18th, 19th and 20th June; 18 hole Scotch foursomes (long and short handicaps); 25th June. Draw on 24th June.

N.F.A. (Coolnamanor Branch) A special meeting of the above will be held in Coolnamanor School on Monday next, June 22nd at 8 p.m. to arrange outing to Johnstown Castle on June 25th.

COOLNAMANOR GUILD BANTRACHT NA TAITHE An important meeting of the above guild will be held in Coolnamanor N.S. on Wednesday, June 24th. It is essential that all who intend to travel on the annual outing attend this meeting.

SHIELD D 50 for weeds in grassland including: ragwort, buttercups, dock and the common rush. You can be sure of Shell Chemicals. Available from FOWNSEND PLANTAVAN SEEDS LTD. Kilmacthomas.

Stop Press!

DELAHUNTY ORCHESTRA

CLONEA

THURSDAY, NOV. 26th



Suits FASHION'S SMARTEST ASSET

MULCAHYS DRAPERS DUNGARVAN

The Ormonde Cinema

Performances, Each Night at 8.30
Matinee—Sundays, at 3 p.m.
Sunday, June 21st—Sterling
Hayden, Constance Ford in
FRANK SHERIFF, Western Also
Frank Lovely, Mari Blanchard
in The Crooked Web,
Drama
Monday 22nd—Two Nights—
Glenn Ford, Shirley Maizline
in THE SHEPHERD, Techni-
color Western.
Wed. 24th—Two Nights—Leo
Genn, Victor Mature in NO
TIME TO DIE, Technicolor
War Drama.
Friday 26th—1 Night—Gary
Cooper, Diane Varsi in TEN
NORTH FREDERICK, Drama.
Sat. 27th—1 Night—Clayton
Moore, Lyle Bettger in THE
LONE RANGER, Western.
THE Management reserves the
right to refuse Admission and
to Alter the Programme.

Prepaid Advertisements

FOR SALE
MOWERS—Viking, T.K.T. Un-
waxed, 5 ft. mounted mowers;
the tractor-mounted type T.K.T.
is fitted direct to arms of be-
hind-the-hill and suits all ter-
rains. Best of the finest Swedish
steel throughout. Price £112.
See the Viking before you buy.
—E.J. Agricultural Services,
Plymouth, F. Fitzgerald, Kill,
Kilmacshannon. Phone Kill 5.

GASOLINE Milking Parlours

Best Plants, Ratiomatic and
Economic Type Pulsators. Plan-
tations always available ex stock
backed by a first-class service.
Ask us to quote you before you
buy. —Clonmel Engineering
Works, Clonmel, Phone 210.

GRAIN DRYERS—Did you get
details of Gasoline's latest
Mark 3 Dryer—can be driven by
your tractor pulley—do not de-
lay—write for catalogue and
prices now to: Clonmel Engi-
neering Works, Gasoline's Main
Dealers, Clonmel, Phone 210

FOR SALE—Burned line, horse
Cart and Wheel, Barrow,
Trucks, Tubs, Kitchen Tables—
T. Barry, 15 Mary St, Dungan-
var.

FOR SALE—24 acres of Se-
cond Crop Hay on stem—Pat-
rick Whelan, Moate, Ring.

FOR HIRE—Wedge pick-up
Baller—Tom Hayes, Bonmahon,
Co. Waterford.

FOR SALE—A pair of Cart
Wheels and Axle, almost new.
O'Connor, Newtown, Grange.

FOR SALE—17 White Turkey
Chicks, 3 weeks old also some
Turkey Eggs—O'Connor, Ballin-
goun, Aglish.

FOR SALE—1-bred Brood mare.
—Hugh O'Donnell, Bridequar-
ter, Cappagh.

FOR SALE—A Number of dif-
ferent sized cans, 2/- to 3/-
O'Donnell's Model Dairy, Youg-
hail, Dungarvan.

FOR SALE—B.S.A. 1 1/2 h.p. air-
cooled engine, little used, owner
having changed over to E.S.B.
also nice Buck-rake, 7 prongs—
Box 1129.

FOR SALE—Pierce 3-furrow
Plough, Fertiliser Distributor,
Rear, Axle, Wheels and Tyres
(harry) in very good condition.
Front Axle, Wheels and Tyres
with Turntable, Platform Weigh-
ing Scale, (4 tons), Apply Nor-
man Walsh, M.I.A.A., Auctioneer
and Valuer, Cappoquin.

FOR SALE—A drum of Mol-
asses—Box 1130.

GROWING PUPS for sale.
Fourth of July ex Glenview
Rubb, two Bitches, seven weeks
old. Price reasonable.—Sean
Sean Quailly, Coolagh.

MISCELLANEOUS
PLUMBING Repairs, also new
work, moderate charges. Write
or call any time—Wm. Power
and Sons, Plumbers, 33, St. Mary
St., Dunganvar.

HOUSE or Flat wanted, fur-
nished or unfurnished. Dungan-
var area Box 1128.

WANTED—Young intelligent
lad, just left school, to work in
dairy, etc.—O'Donnell's Model
Dairy, Youghal Road, Dungan-
var.

STRAYED from Ballyguiry, a
brown-faced cow with green
mark on back quarter. Informa-
tion thoughtfully received by
Patrick J. Donnell, Ballycullane.

GRATEFUL thanks to Our Lady
of the Sacred Heart, Holy St.
Anthony for great favour re-
solved—Publication Promised.

Sales by Quayly &
Ballot

AUCTION OF HAY
Quayly and Ballot are in-
structed to Sell by Public Auc-
tion for Very Rev. James Cor-
bett, P.P., Stradbally, on Friday,
June 26th, at 7.30 p.m. (S.T.),
on the Parochial Lands,
6 Acres of Meadow Hay.
QUEALY & BALLOT, M.I.A.A.
Auctioneers and Valuers
Dunganvar

Urban District of Dunganvar
NOTICE OF RATES HAVING
BEEN MADE
Notice is hereby given that the
Municipal Rate has been duly
made on the property rateable
therein in the Urban District of
Dunganvar.

The rate in the pound for the
service of the year ending on the
31st day of March, 1960, is 538
pence in the pound, made up as
follows:—
Urban Roads 23.24
Sanitary M.I.A.A. 80.86
Housing 72.04
County Council Services—
Main Roads 34.99
Public Assistance 27.85
Mental Hospital 35.04
Health (County) 133.65
General Purposes
(County) 33.60
Other Urban Purposes 96.93
538.00

The rate books are now in my
custody and may be inspected by
any person affected thereby in
the Offices of the Dunganvar
Urban District Council between
the hours of 10 a.m. and 4 p.m.
exclusive of Sundays and Bank
Holidays. The said rate will be
payable from and after publica-
tion of this notice.
Signed the 15th day of June,
1959.

J. HOWLETT,
Town Clerk.

WATERFORD COUNTY
COUNCIL
Cottages to Let.
Applications are invited
from Agricultural Labourers
(as defined by the Labour-
ers Acts) for the tenancies
of the following Cottages—
Kilmacshannon Rural District
House No. 542 Grangishoneen.
Youghal Rural District
Cottage No. 151 Coolbeggan.

Applications must be made on
the Official Application Form to
be had from the Cottage Rent
Collector of the District, who
will then forward applications to
the Housing Section, Davitt's
Quay, Dunganvar, so as to
reach me not later than the 26th
June, 1959.

STRADBALLY NON-STOP
DRAW
£10—Mr. M. Veale, Carrick-
on-Suir.

£3—Mr. Joe Burke, Carrick-
on-Suir.

£1 each—Mrs. Alice O'Reilly,
Carrigahilla; Mr. M. Kirwan, St.
Anne's, Kilmacshannon; Mr. J.
Barry, Carrigahilly; Mr. Moe,
Lannon, Ballynaneen; Mrs. F.
Phelan, Stradbally.

Lucky Promoters—Miss Maura
Moore, Miss Maureen Barrett,
Miss Mary Walsh; Mrs. Kir-
wan; Miss C. Flynn, Mrs. N.
Lannon; Miss C. Phelan.

THIS IS THE
PORKATINE
Save 4 WEEKS
PIG FEEDING
MADE BY BELLS
PORKATINE
PIG POWDERS

TO LET by the month, 5 1/2 acres
of grazing land—Joe Walsh, Zel-
linary, Dunganvar. (20-6)
VACANCIES for Boarders at
Phelan's, 37 Main Street, Dungan-
var.

NOTICE—All lands in my pos-
session are laid with poison
from this date—Thomas Meskill,
Dromore.

BOOK-KEEPER and Shorthand
Typist required. Previous ex-
perience essential. Reply stating
age, giving references etc. Box
No. 1131.

Sales by Edmond
Spratt and Son

HAY! HAY! HAY!
Springmount, Dunganvar, Pub-
lic Auction on next Wednes-
day evening, June 24th, at 7.45
p.m., the produce of 5 1/2 Acres of
excellent First Crop Hay, well
saved in cocks, for Mr. J.
Broderick, Auctioneer near M/s.
Moloney's Garage.

The Burgery, Abbeyside, Public
Auction on next Wednesday
evening, June 24th, at 8.30
p.m., the produce of 2 Acres
of 1st Crop Hay, very well
saved in cocks, for Mr. Thos.
Keating.

Inchmurrin, Dunganvar, 4 1/2
Acres of well saved First Crop
Hay in the cocks for sale by
Private Treaty for Mr. J. Cum-
mins, Inspection invited.

Gleabeg, Dunganvar, Private
Treaty Sale of 24 Acres (3
fields of 10, 4 and 6 Acres
each) of First Crop Hay, on stem,
in one or more lots for
Mr. R. Hallinan, Inspection in-
vited. Immediate offers to—
EDMOND SPRETT & SON
M.I.A.A.
Auctioneers and Valuers
Dunganvar Phone 102

AT STUD
GYPSY'S WARNING
Half-bred Sire, Licensed by De-
partment of Agriculture
Big grey horse with great bone
and substance
Fee, £3; Groom's Fee, 5/-
Not responsible for accidents or
disease
Further particulars—
Apply PATRICK MOORE
Old Parish (4-7)

CAR FOR HIRE—Why not call
on Liam Kelly if you require a
car for Dublin, Shannon Airport,
Killarney, Cork, Waterford, etc.
Car also available for Masses,
matches, dances, sports, etc.—
Liam Kelly, 4, Dr. Caseyville,
Dunganvar. (4-7)

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Monumental Sculptors
The finest specimens of the
Crosses in Ireland, England,
Wales and New Zealand, have
Inquiries for Monuments
Crosses, Headstones in Marble,
Limestone Granite solicited.
Renovations and additional
inscriptions executed
CELTIC CROSSES a Speciality
Designs and Estimates Free.
All communications to be
addressed to
Molloys
CALLAN, Co. Kilkenny, and
Bridge Street DUNGARVAN

GOOD NEWS FOR ANGLERS!
Standard Mitchell Reels. Price
Reduced to 66.6. or our easy
term system. Only 2/6 a week,
20/- deposit.
For Rods, Reels, Baits, Flies
Fittings, etc.
O. Bowman & Sons
Ltd.
DUNGARVAN

YOU get the best drinks in town
at Paddy Foley's, The Square.

COLUM'S SHOP
FOR YOUR
RALEIGH
moped

ONLY 10/- A WEEK
200 Miles to the Gallon
Insurance 20/- Tax 20/-
Single Twist Grip Control
If you can ride a bicycle you
can ride this Moped
Trade in your present bicycle.
We will give a generous allow-
ance. Buy on the C.M. System.
No Guarantors required. Pay us
by the week or the month

RALEIGH MOPED SERVICE
GUARANTEED
We will tax and insure at cost.
Free Number Plates

COLUM'S SHOP
DUNGARVAN
SHOW
JULY 30th

PROTECTS
CROPS FROM
PIGEONS
AND RATS
5/6, 3/6
Sold by all Chemists
or post 1/7 extra from the makers
BELLS OF WATERFORD

Sales by Norman
Walsh

Shanally, Cappoquin
(By instructions of Mrs. Kath-
leen Hurley)
SALE BY AUCTION OF
SUPERIOR HOUSEHOLD
FURNITURE AND EFFECTS
On Wednesday next, 24th June
1959, at 2 o'clock (S.T.),
Including the following:—
2 Double Timber Bedsteads
Interior sprung mattresses—1
E.E.B.E. mattress; Single
Inlaid Mahogany Bedstead;
Double and Single Wardrobes;
Presses; Dressing Tables; Mir-
rors; Bedroom Tables; Chairs
and Lino; Electric Bowls; Shades
Bulbs and Bedside Lamps; Occa-
sional Tables; Picture Frames;
Ornaments (Deer Horns and
Lions); Mats, Pr. Easy Chairs;
Fire Screens; Curtains and Pel-
mets; Clothes; G.E.C. Electric
Cooker (3 plate - one hot) and
New Electric Toaster and Iron;
Phillips Radio (perfect condi-
tion); Sideboard, Dumb Waiter,
Kitchen Table and Chairs; Cop-
per Tray; Fender and Fire Irons
Household Scales and Bread
Bin; Glass Ware, Kitchen Ware;
and Utensils; Cake Boards;
Bathroom Furnishings, Stair
Carpeting, Stair Rods, etc. and
OUTDOOR—Quantity of Fire-
wood, Bow Saw, Hatchets,
Flower Pot, Donkey Cart, etc.
Terms: Cash, 5% Commission
Conditions at Sale.
NORMAN WALSH M.I.A.A.
Auctioneer and Valuer
Cappoquin

Affane Hunter, Cappoquin
(for the Reps of Mary McGrath)
4 1/2 Acres (SM.) of First Crop
Meadowing (on stem) for Sale.
Clean promising crop.
Apply to—
NORMAN WALSH, M.I.A.A.
Auctioneer and Valuer,
Cappoquin

Now in Stock for Immediate del-
ivery. We deliver the day you
buy.
N.S.U. Quikley £55.00
N.S.U. Quikley L £74.00
N.S.U. Primus Scooter 3-star £169.00
Puch Scooterette £87.00
Puch Scooter £162.00
Puch Motorcycle 2 h.p. with
dual Seat £149.00
Raleigh Moped £45.00
Raleigh Moped with clutch £49.50
Berini Super De Luxe £68.00
James Motorcycle 1 1/2 h.p. £129
(Best Selling Motorcycle on the
Irish Market)
Vespa Scooter £141.00
Triumph Motorcycle 3 1/2 h.p.
Twin £252.00
NEW MACHINES AT SPECIAL
CLEARING PRICES
Norman Nippy £55
Puch Scooter £119
SECONDHAND MACHINES
2 1/2 h.p. B.S.A. Motorcycle in good
order with new tyres, £49.
NSU Prima Scooter 1957 Model
in lovely condition, very well
kept £85
Mobylette very little used £29
Seagull Outboard Motor, with
clutch, 4 h.p., £52
All machines New or Second-
hand available on our own pri-
vate easy payment system. Up
to 24 months to pay. We Tax and
insure at cost. We will deliver
free anywhere, supply and fit
Free Number Plates. We run a
first-class Motorcycle service,
due to increased sales confined
to our own machines. Buy
your Motorcycle or Scooter at
Colum's Shop. We guarantee to
keep it going.
COLUM'S SHOP, O'Connell St.,
Dunganvar, Phone 115
COLUM'S SHOP, 123 North
Main Street, Youghal, Phone 59

BALLYDUFF ANNUAL
CARNIVAL
JUNE 21st to JULY 5th
Hurling, Football, Sports,
Amusements, Amplification,
Racing, Dancing

DUNGARVAN
SHOW
JULY 30th

PROTECTS
CROPS FROM
PIGEONS
AND RATS
5/6, 3/6
Sold by all Chemists
or post 1/7 extra from the makers
BELLS OF WATERFORD

Sales by Peter
Mackey

Glenavadda, Cappagh
SALE BY PRIVATE TREATY
OF SMALL RESIDENTIAL
HOLDING
I am instructed by the owner
to sell by Private Treaty, his in-
terest and goodwill in the above,
containing 7 acres 1 rood 10 per-
ches, held subject to annuity of
£15.6, payable to the Irish Land
Commission, R.V., Lands £3,110,
buildings, £2,000.
The residence which has a
flag roof, contains sitting-room,
kitchen and two bedrooms, out-
buildings include Cowhouse,
Stables, Fowl House, Pigery,
etc. The lands are of excellent
quality and are divided into nice
sized fields, well fenced and
sheltered.
Further particulars from—
Liam F. Lanigan, Esq., Solr.,
having carriage of sale, or
PETER MACKEY,
Auctioneer and Valuer,
Clonca, Dunganvar

Results of draw held on 16th
June.
£10—(1915) Mr. John Cody,
Main St., p. Miss B. Christo-
pher.
£5 (1152)—Miss Landers, c/o
Dress H. O'Connell St., p. Miss
Maria Begley.
£1 each—(385), Mrs. Mary
Moyinhan, Dr. Caseyville, p.
Miss Philomena Street; (302)
Mr. Paul I. Power, Land's End,
p. Mrs. Mary O'Sullivan; (2723)
Mrs. Alice Whelan, Ballingoul,
p. Mrs. Alice Harty; (1484), Mr.
Owen Shine, Abbeyside, p. Mrs.
Margaret Coleman; (2723), Mrs.
Alice Whelan, Ballingoul, p.
Mrs. Alice Whelan; (1768) Mrs.
E. McCarthy, Davigs St., p. Miss
T. Cummins; (135) Mr. Shane
Lannon, Abbeyside, p. Shane
Lannon; (1455) Miss Patricia
Walsh, Mountain View, p. Miss
Keohan; (2307) Miss Terry
Cahill, "Enterprise", p. Miss
Josephine Kineen; (750) Mr.
Rd. Clancy, Lawlor's Hotel, p.
Miss Mary Morrison; (2226)
Miss Ann Whelan, South Toe,
p. Miss Esther Gough; (1774)
Mr. Jim Welch, Coolnagour, Miss
Theresa Cummins; (2659) Mr.
Patrick Glavin, Carriglea, p.
Mrs. A. Upton; (1762) Miss
Theresa Cummins, O'Connell St.,
p. Miss T. Cummins; (2632)
Miss Nancy Cahill, O'Connell
St., p. Mrs. A. Upton.
Promoters' prizes—Miss Marg-
aret Kiely, Miss Philomena
Street; Miss Joan Butler, Abbeyside;
Miss Margaret Kiely; Mrs.
Alice Harty; James O'Keefe,
Mrs. G. Walsh, Mrs. O'Gorman-
Nagle.
Next Draw Tuesday, 23rd June

WATERFORD LOURDES
ASSOCIATION
PILGRIMAGE
(By Air)
21st to 26th SEPTEMBER, 1959
By kind permission of His Lord-
ship, the Bishop, Dr. Cohalan
and led by a priest of the
Diocese
Direct from Waterford by CIE
Luxury Coach and Aer Lingus
Viscount from Collinstown.
39 guineas. Immediate applica-
tion advisable. No vacancies
limited. Full details from Hon.
Sec., Waterford Lourdes Associa-
tion, Luke Wadding Hall, Lady
Bookings Through—
RICHARD FARRELL,
Travel Agent, 4, The Quay,
Waterford

WHEREVER you get your gro-
ceries, get your TEA at Nick
Casey's The Square.

Obituary Notice
ACKNOWLEDGMENT
DOOCEY—The son, daughter,
brothers, sister and relatives
of the late Catherine Doocey,
Knocknabola, Dunganvar, de-
sire to return very sincere
thanks to all those who sym-
pathised with them in their re-
cent sad bereavement; those
who sent Mass cards, tele-
grams and letters of sym-
pathy; those who attended the
removal of the remains,
Masses and interment. A
special word of thanks to the
Parochial Clergy, Aglish, doc-
tor in attendance and to the
kind friends and neighbours
who helped in any way during
her last illness. As a token of
appreciation the Holy Sacri-
fice of the Mass will be of-
fered for their intentions.

TOURANEENA
NEWS

WEDDING BELLS
The marriage took place re-
cently at St. Laurence's Church,
Four-Mile-Water, of Mr. Michael
Fahy, son of Mr. and Mrs. M.
Fahy, Ballymore, Co. Galway, to
Miss Malrean Murray, daughter
of Mr. and Mrs. Patrick Murray,
Toureaugh, Ballymacarbery.
The ceremony, with nuptial
Mass and Papal Blessing, was
solemnised by the Very Rev.
Wanion Meskill, P.P., Four-Mile-
Water, assisted by Rev. J. Brack-
en, C.C., and Rev. J. Walsh,
C.C.
The bridesmaid was Miss Ann
Murray, sister of the bride and
Mr. Sean Fahy, brother of the
groom, was best man. A reception,
which was attended by up-
wards of seventy guests, was
held at the Galtee Hotel, Cahir,
after which the happy pair left
for their honeymoon which is
being spent on a tour of the
West of Ireland.

The bride who was an
esteemed member of the Bally-
macarbery Dramatic and Choral
Society and was organist at
Four-Mile-Water Church, while
the best man is a well known
and popular member of the
Sarda Force. We wish them all
the best for their future happi-
ness.

CONFIRMATION IN
TOURANEENA
His Lordship, Most Rev. Dr.
Cohalan, administered the sac-
rament of Confirmation to some
50 children from the joint
parishes of Touraneena and the
Nire in St. Mary's Church,
Touraneena, on Wednesday of
last week.
In the course of a brief ad-
dress His Lordship expressed
his great joy at being able to
present that day in the midst
of such good and faithful people,
who are always so dear to his
heart. He paid tribute to the
large congregation for their mag-
nificent and loyal co-operation
with the Parochial Clergy in the
carrying out of extensive repairs
to parochial property over the
past few years. He congratulated
Very Rev. Fr. Walsh, our
beloved pastor, on the excellent
state of the Parish. He also
warmly thanked the chapel
woman and all who helped to
keep the Church in such very
fine condition. To the parents of
the children he expressed his
deep appreciation of the manner
in which they nourished and
cared for the spiritual needs of
the little ones, whom God has
placed in their care.
The teachers of the Parish,
he said deserve to be compli-
mented on their loyal devotion
to duty and on the wonderfully
generous way in which they
place their energy and talents
at the disposal of the children
whose welfare has always been
their primary concern.
He reminded parents that they
should be very grateful for
having such brilliant and de-
voted teachers to instruct their
children in School. For the little
ones themselves he had a special
word of praise for their smart
and glowing appearance and for
truly edifying manner in which
they received the blessed Sacra-
ment prior to being confirmed.
It was this, he said, which gave
him the greatest joy of all.
The ceremony concluded with
the Benediction of the Blessed
Sacrament.

TOURANEENA NON-STOP
DRAW
Results of draw held on Sun-
day, June 7th:—
£5: Miss May Hally, Knock-
meal Co-Op.
£1 Each To: Mrs. M. Kiely,
Lisaclogh, M. Power; Mrs. Ann
Quirke, Ring, Dunganvar, p. B.
Nugent; James Pennessy, Boha-
don, p. N. Dalton; Miss M.
Carrin, Cork, p. S. Cronin;
Gerry, John Foley, Prieststown, p. P.
H. Loneragan; Mrs. Lardner, c/o
p. H. Quinlan; Mrs. Brennock
c/o N. Dalton.
Lucky Promoters: Alice Burke,
M. O'Donnell, J. Cullinan and
Mary O'Donnell.
Results of draw held on Sun-
day, 14th June:—
£5: Michael Keane, c/o pro-
moter, B. Whelan.
£1 Each To: Thomas McGrath,
c/o P. H. Quinlan; Pary Far-
rell, Derrin, p. B. Nugent; Miss
M. Bray, Coolnagour, p. B.
O'Brien; Vincent Keane, c/o P.
H. Loneragan; Mrs. Lardner, c/o
p. H. Quinlan; Mrs. Brennock
c/o N. Dalton.
Lucky Promoters: Maura
Power, Biddy O'Brien, Naula
Dalton, Mrs. T. Nugent.

SYMPATHY
To the O'Donoghue family,
Lockan, Ballinamut, we tender
our very sincere sympathy on
their recent bereavement, ac-
casioned by the death of their
mother, Mrs. Catherine O'Don-
oghue, which sad event took place
at St. Joseph's Hospital, Dungan-
var recently. U.S.A. She is ac-
companied by her daughter,
June, Mrs. Conwell is a member
of a well known Touraneena
farming family—the Cliffes of
Knocknaun Steady Castle.

DUNGARVAN MACRA NA FEIRME
Annual STOCK-JUDGING COMPETITIONS
ON FRIDAY, JUNE 19th, 7.30 P.M.
EGAN'S YARD
DANCE TO FOLLOW in TOWN HALL
Music by BRIDESIDE SERENADERS :: 8.30 — 1 a.m.
Admission, 3/6

With an eye to Quality
BUY
KIELY'S
MEAT
SOME OF OUR PRICES:— Legs of Mutton, 3/3 lb.; Shoulders
of Mutton, 1/8 lb.; Necks of Mutton from 1/6 each; Lamb
Chops, 3/6 lb.; Cooked Corn Beef, 4/- lb.

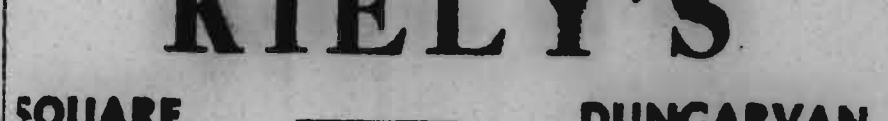
The Best in Town
KIELY'S
SQUARE DUNGARVAN
PHONE 136

Farmers Please Note!
DEAD OR DISABLED HORSES OR CATTLE
REMOVED SAME DAY—Free of Charge
Don't you worry about distance—let us know
AGENTS' PHONE NOS.
Dunganvar 164; Cappoquin 27; Clonmel 202; Leamybrien 8

O'Donnell (Knacker)
CARRICK-ON-SUIR
MAIN AGENT FOR BURNHOUSE, BALLINASLOE
PHONE 144

GRAIN GROWERS!
CLAAS Combines for
next harvest must be
ordered NOW
THERE HAS BEEN AN OVERWHELMING DEMAND FOR
CLAAS COMBINES IN ENGLAND AND ON THE CONTINENT
1,000 Machines were ordered at the Frankfurt Show alone.
LATE ORDERS CAN-NOT BE EXECUTED BY THE CLAAS
WORKS IN TIME FOR THE 1959 HARVEST
ORDER YOUR CLAAS COMBINE NOW
Clonmel Engineering Works
MAIN DEALERS
CLONMEL Phone 210
Sole Distributors: J. McCulloch and Sons, Ballyboghil,
Co. Dublin.

SHEEP DIPS
Coopers Fly Dip containing Dieldrin (non arsenical).
Officially Approved for Scab and Maggot Fly in one dipping
Gamatox Powder Sheep Dip—One Dipping Only
Use Maggot Fly Spray when dipping is inconvenient.
ALL OTHER TYPES IN STOCK AT
HILL'S
CHEMIST AND OPTICIAN—PHONE 58
Chiropodist in Attendance Daily



Obituary Notice
ACKNOWLEDGMENT
DOOCEY—The son, daughter,
brothers, sister and relatives
of the late Catherine Doocey,
Knocknabola, Dunganvar, de-
sire to return very sincere
thanks to all those who sym-
pathised with them in their re-
cent sad bereavement; those
who sent Mass cards, tele-
grams and letters of sym-
pathy; those who attended the
removal of the remains,
Masses and interment. A
special word of thanks to the
Parochial Clergy, Aglish, doc-
tor in attendance and to the
kind friends and neighbours
who helped in any way during
her last illness. As a token of
appreciation the Holy Sacri-
fice of the Mass will be of-
fered for their intentions.

RADIO
EIREANN

SUNDAY, 21st
10.25—Weather.
10.30—High Mass.
1.15—Sigpost.
1.30—"Ballad Time".
1.45—"Death of a
Dealer".
1.00—"The School
around the Corner".
1.30—News.
1.35—Provincial News
Round-up.
2.00—"Ranch-Haus
Revels".
2.30—Aeriris.
3.00—Records.
3.25—Galway v.
Roscommon.
4.50—Interlude.
1.00—Cool do Phaisit.
5.30—"Down the
Country".
3.00—Cool do Phaisit.
3.55—Weather.
3.58—Interlude.
4.00—"The Angelus".
4.01—Nach Anall.
6.25—Appeal.
4.30—News.
4.40—News Talks.
1.55—An Sagairt Lin.
7.00—Ceolta Tirs.
7.15—"Continental
Cabaret".
7.45—"Africa Goes
to Town".
3.00—Tchaikowsky
Piano Music.
3.15—Festival of
Music, Final.
3.00—Gaelic Sports
News.
0.15—News.
1.30—Concert.
1.00—Hospital's Trust
Programme.
MONDAY
7.55—Weather.
8.00—News.
8.15—May Roberts
Programme.
8.30—Clair an Chom-
mhaidrimh.
8.45—Edward Ryan
Programme.
9.00—News.
9.15—Close Down.
1.00—Fruitful
Programme.
1.15—Miltachtown
Programme.
1.30—News and
Topical Talk.
1.45—"Radio Review".
1.00—Colgate-Pal-
molive Programme.
1.15—Clair an Chom-
mhaidrimh.
2.30—Close down.
3.00—Choir.
3.15—Iris na Mara.
3.30—"Out of doors".
3.45—"The Well that
Flowed Over".
3.55—Weather.
3.58—Interlude.
4.00—"The Angelus".
4.01—Nachit.
3.20—Announce-
ments.
3.30—News.
Tues.
3.45—The Priour In-
strumental en-
semble.
7.15—"The Poets as
Critics".
7.30—"Cuirt na
Staire".
7.00—"Tag the Gag".
3.30—Tales of
Wandering Cork-
man.
3.45—Music All
Inviting.
1.15—Recent
Thrillers.
2.30—Field and
Farmhouse.
0.00—Nuacht.
0.15—News.
1.00—"Dixieland
Date".
1.45—City Newswel.
1.00—Hospital's Trust
Programme.
TUESDAY
2.55—Weather.
1.15—"Gala" Pro-
gramme.
Co. Prose.
1.45—Chivers' Pro-
gramme.
1.00—News.
1.15—Sigpost and
Close Down.
1.00—Fry-Cadbury
Programme.
1.15—Donnelly's Pro-
gramme.
1.30—News and
Topical Talk.
1.45—Bird's Pro-
gramme.
1.15—E.S.B. Pro-
gramme.
1.30—Close Down.
5.00—"Hop O' My
Back".
5.15—Pestal Ceoil.
5.45—Sky-high.
3.55—Weather.
3.58—Interlude.
4.00—"The Angelus".
4.01—Nuacht.
6.20—Racing Re-
sults.
3.00—News.
3.45—"Pro Musica".
7.00—"Ranch-Haus
Revels".
7.30—"Luiochain".
8.00—Orchestra-
Concert.
9.00—Film Magazine.
9.30—"Tri Chaidill".
9.45—Irish Dance
Music.
0.00—Nuacht.
0.15—News.
0.30—"A Job of
Journeywork".
1.45—Today in the
Daily

RADIO EIREANN

SUNDAY, 21st

- 10.25-Weather. 11.30-High Mass. 12.15-Signpost. 1.30-Ballad Time. 4.45-Death of a Dealer. 6.00-The School around the Corner. 6.30-News. 7.30-Provincial News Round-up. 7.40-Ranch-House Revels. 8.30-Aeris. 9.00-Records. 9.25-Galway V. Roscommon. 10.00-Interlude. 10.30-Cool do Phalst. 11.00-Down the Country. 11.30-Cool do Phalst. 11.55-Weather. 12.00-Interlude. 12.05-The Angelus. 12.15-Nacht Anail. 12.25-Appel. 1.30-News. 1.45-News Talks. 1.55-An Sagairt Lin. 2.00-Coola Tire. 2.15-Continental Cabaret. 2.30-Africa Goes to Town. 2.45-Tchaikovsky Piano Music. 3.00-Festival of Music. 3.15-Gaelic Sports News. 3.30-News. 3.45-Concert. 4.00-Hospital's Trust Programme. MONDAY 7.55-Weather. 8.00-News. 8.15-May Roberts Programme. 8.30-Clar an Chomhairleirinn. 8.45-Edward Ryan Programme. 9.00-News. 9.15-Close Down. 1.00-Fulltime Programme. 1.15-Mitchelstown Programme. 1.30-News and Topical Talk. 1.45-Radio Review. 1.50-Calgate-Film-movie Programme. 1.55-Clar an Chomhairleirinn. 2.00-Close down. 2.05-Choir. 2.15-Iris na Mara. 2.30-Out of doors. 2.45-The Well that Flowed Over. 2.55-Weather. 3.00-Interlude. 3.05-The Angelus. 3.15-Announcements. 3.30-News. 3.45-The Priour Instrumental ensemble. 3.55-The Poets as Critics. 4.05-Cuir na Stiara. 4.15-Tag the Gag. 4.30-Tales of a Wandering Corkman. 4.45-Music All Inviting. 4.55-Recent Thrillers. 5.05-Field and Farmhouse. 5.15-Naucht. 5.25-News. 5.35-Dixieland Date. 5.45-Ch. Newsreel. 5.55-Hospital Trust Programme. TUESDAY 7.55-Weather. 8.00-News. 8.15-Gala Pro. 8.30-Catholic Holy Pro. 8.45-News. 9.00-Signpost and Close Down. 9.15-Fry-Cadbury Programme. 9.30-Dermot's Pro. 9.45-News and Topical Talk. 10.00-Bird's Pro. 10.15-Bachelor's pro. 10.30-E.S.B. Pro. 10.45-Close Down. 11.00-Hop O' My Boy. 11.15-Peatal Ceil. 11.30-Sky-high. 11.45-Weather. 11.55-Interlude. 12.00-The Angelus. 12.15-Naucht. 12.30-Racing Results. 12.45-News. 1.00-Pro Musica. 1.15-Ranch-House Revels. 1.30-Lubachain. 1.45-Orchestral Concert. 1.55-Film Magazine. 2.00-Tri Chaidid. 2.15-Irish Dance Music. 2.30-Naucht. 2.45-News. 2.55-A Job of Journeywork. 3.00-Today in the Day.

The O'Sullivan v. Farrell Case

(CONTINUED FROM FRONT PAGE)

Power of Attorney

After the execution of the Power of Attorney Farrell set about investigating matters generally, and getting in touch with the creditors of whom he was aware. He realised that moneys which were immediately collectable would be insufficient to enable the business to carry on and persuaded Foley and Kenneally to raise £200 which they did. On November 8th he had a long interview with Kelliher and Sullivan. Kelliher explained matters generally; told him of the real condition of the machinery, how it should be cared for and how it had been badly neglected, how it had been operated in a wasteful and uneconomic manner and had been left idle for about one-third of the time it should have been working. He attributed this to neglect on the part of O'Sullivan coupled with an insufficient and poor team of workmen who were also badly organised. He explained that the payment of some £500 odd could be obtained on the completion of certain contracts which would require only a couple of weeks' work. While it is not quite clear that he said so specifically, it must have become apparent that as long as O'Sullivan continued to be in charge of the field work there was little likelihood of Kelliher giving him any further contracts. After Kelliher left, Farrell told O'Sullivan that unless he could put through the work more expeditiously in future the machinery would have to be taken from him and out in charge of a man who would work it properly.

Outstanding Contracts

On November 8th, Kelliher wrote to Farrell giving particulars of the contracts which O'Sullivan had still to complete, and showing that in all there was £740 to be collected on completion. Farrell came to the conclusion that matters would have to be taken out of O'Sullivan's hands and on November 9th he discussed the situation with O'Sullivan and his two guarantors, Kenneally and Foley. Foley wanted to have the machinery sold and the A.C.C. paid off. Kenneally wanted to give O'Sullivan a chance to pull through provided he was willing to co-operate. The matter of getting a competent man to put in charge of the machinery was discussed, and several names were mentioned. Amongst these was that of Kenneally's son, Jackie. I cannot say who mentioned him first, it may have been O'Sullivan himself. At all events it was agreed that he should be asked to take charge until such time as all debts had been paid off. O'Sullivan was to work along with him and be paid £7 a week. He had got a car and lorry on the hire-purchase system and it was agreed that the instalments were to be paid. He was to provide a wages book, and a statement of the wages due was to be furnished each week to Farrell who would pay them. Foley and William Kenneally agreed to raise another £400.

Guarantor

William Kenneally spoke to his son reminding him of the position he was in as guarantor for O'Sullivan and asked him to rail on Farrell which he did on November 12th. Among his business activities: William Kenneally operated a bus service between Dungarvan and Waterford. It was operated with one bus driven by his son, Jackie, who also looked after its maintenance. He had been familiar with motor vehicles for many years and had a good practical knowledge of how to maintain

and service them. His bus driving occupied him five hours per day of a five-day week, with two runs in the morning and two in the afternoon, finishing at 3.30 p.m. Farrell asked him to take over the running of O'Sullivan's equipment, saying that it would help everyone concerned if he would do so. He agreed and Farrell explained what had to be done. He asked him to go out that afternoon and see the machinery working, to see Kelliher and get him to show him the lands where contracts had to be completed, to ascertain what wages were due and to arrange if possible to have the use of O'Sullivan's car for bringing him and other men to the work.

"In a bad way"

Kenneally set about matters at once. He found things in a bad way. The equipment was in bad condition and the team consisted only of O'Sullivan, who drove the bull-dozer; Linnane who acted as foreman; Whelan who drove the excavator and three labourers. Their wages were arrears and Linnane alone was owed £50. They were told that they would be paid their current wages but that the arrears would have to stand over for the time being. Until Farrell was able to arrange matters otherwise, in some cases by giving his personal guarantee for payment, it was difficult to get any supplies for carrying on the work except by paying cash. Kenneally arranged with a friend of his to take over the driving of his bus for three of the four daily runs, leaving the rest to be done by himself. This enabled him to devote the early portion of the day to O'Sullivan's work. He did not succeed in getting the use of O'Sullivan's car and had to borrow his friend's van for use in bringing himself and some of the men to work, as well as for other purposes in connection with the work for which transport was essential. He set about the completion of the unfinished contracts and engaged a driver, Minogue, for the bull dozer, while Farrell endeavoured to hold off his creditors and secure the necessary supplies of drainage pipes and other essentials. Kelliher made it clear that there would be no new contracts until the old ones were completed. As time and the work went on difficulties were created by O'Sullivan's failure to co-operate. He turned up late for work in the mornings and interfered in the direction of the work, with the result that Linnane, the foreman called on Farrell to enquire as to whom he was to take orders from. He was told that he was to take them from Kenneally, and O'Sullivan was told that if he did not stop interfering the equipment might have to be sold. O'Sullivan also purchased petrol for his car and told the supplier to charge it, in effect, to Farrell. His conduct led to a meeting with Jackie Kenneally in Farrell's office at which Kenneally complained that O'Sullivan was doing nothing for his weekly wage of £7 and that he was interfering with the men. Kenneally said that he was not prepared to continue working the equipment except on a partnership basis that he could not afford to give up running the bus for a period of years. It would appear that the position was he had been getting £10 a week from his father for running the bus. He was getting £5 for his services to O'Sullivan. He had to pay £3 a week to the firm who was driving the bus for him and the £5 he received from Farrell went mainly on expenses. Farrell advised him to discuss the matter with O'Sullivan and with his father and again warned O'Sullivan of the possible consequences of his interference and lack of co-operation.

Further Trouble

The old contracts were eventually completed and before the end of the year three new ones were secured which were valued for £1,437. In the two months Farrell had received or collected £1,356, including the moneys raised by Foley and William Kenneally. He had paid £315.8.4 to the A.C.C. £42 to O'Sullivan for six weeks' wages, £433 odd in respect of other wages and £1,169 odd to creditors in respect of current supplies or on account of old debts. He finished this year with a balance of £107.15.0 in hand. Before the end of the year there was further trouble with O'Sullivan in connection with a new contract on the land of Mr. Hutton. Kelliher had given instructions as to the

Separate Banking Account

Kenneally was to run the equipment as efficiently as possible to what was necessary to secure contracts, and in proper orders, and devoted his whole time and attention to the business during reasonable working hours. He was to give Farrell all information required and account properly for all moneys passing through his hands. In spite of his best endeavours, it should be proved impossible to make the equipment pay, current debts, or if any creditor should get judgment and proceed to sell out O'Sullivan's

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Agreement Signed

In the first week of January, 1955, Farrell saw O'Sullivan and his wife, together with William Kenneally, in his office. He explained the financial position, that Farrell would withdraw and advise William Kenneally to get the A.C.C. to take over the machinery. O'Sullivan promised to stay away but did not do so, although he ceased to do any work.

A Delightful Exponent of the Big Ball Code and a masterly marksman on the formidable Killorossanty senior football team of the 'forties has just had the good luck of annexing a monetary prize in the "Real-Linn" section of the weekly features sponsored by Gael-Linn. He is Michael (Mike) Whelan, of Kealfoun, Kilmacthomas, a great favourite with the sporting element of these parts. Client of Gael-Linn's sterling Kilmac' promoter, Mr. David Power, bank manager (a front-rank Deise hurler in his heyday), Mick is to be congratulated on his win.

Injuries, which proved fatal, were sustained by Miss Anne Lee (17) the while she was a pillion-rider on a motor-scooter which was involved in an accident near her home in Albion's clime on a recent date. She is survived by her parents and a brother, with whom, and the other relatives sympathy is general. Her mother, Mrs. Catherine (Katie) Lee, is a daughter of the late Mr. and Mrs. Patrick Flynn, The Shanko Cafe, Main Street, Kilmacthomas.

Acting As Chaplain to Most Rev. Dr. W. M. Fitzgerald, O.P., Auxiliary Bishop of Port of Spain, Trinidad (at present holidaying in Kerry, at Edmond Wall, O.P., Tallaght, Dublin, son of Mr. William Wall, Arundel Square, Waterford, and the late Mrs. Wall, do., and brother of Rev. Thomas Wall, C.C., Tuamena, and Rev. Michael Wall, C.C., Kilmacthomas. A fourth brother is a member of the Irish Christian Brothers.

Miss Bridget Hanney, Endsleigh Villas, Priests' Road, Tuam, whose marriage to Mr. William Walsh, Co. Wick, will take place quietly in the Church of the Holy Cross, Tuam, on Monday, 29th inst., is the daughter of the Rev. Fr. Peter Hanney, Delaware, U.S.A., and niece of Mr. Simon Kenny, Ballyhussa, Kilmacthomas.

As far as this sector of the 'old and fertile Deise country is concerned the Presidential Election and Referendum which took place on Wednesday passed off very quietly.

Many Mid-Waterford Members of the P.T.A.A. travelled to the Metropolitan for the Association's Diamond Jubilee celebrations on the 14th inst. Kilmac' June Fair, held on the second Friday of the month, was somewhat better than that of last month here. William Ignatius Shanahan, of Greenhill, Carrick-on-Shannon, retired bank official, who died on 5th inst, left estate in England and the Republic of Ireland valued at £11,161 (£391 being the gross personal estate in the Republic). He left all of his property to his wife, Mrs. Mary Shanahan, of the same address. A native of Scraban, Kilmacthomas, the late Mr. Shanahan was father of Mr. James Shanahan, Astrove, do. Rev. Fr. John Butler O.S.A. — In Adamawa, N. Nigeria, on Thursday of last week, 17th inst. (Feast of St. Barnabas, Ap.) from the effects of an attack of acute inflammation

Kilmacthomas, Kilrossanty and Stradbally Notes

A Great Success—A distinctly successful fortnight's mission in the parish of Kilrossanty and Stradbally conducted by two Fathers for the Dominican Order, was brought to a close on Sunday night last amidst scenes of the greatest devotion and impressiveness. The parishioners were extremely fortunate in having two saintly preachers of great eloquence and convincingness amongst them during the past two weeks—discharging their inviolable duties at St. Bridget's Parish Church, Kilrossanty, the first week, and at St. Anne's Church, Pews, last week.

The various exercises of the Mission were splendidly attended by the faithful all through the fortnight, large numbers being present at the morning Masses and lectures, while the congregations at the evening Devotions and sermons constituted a record, and very Rev. J. McCarthy, P.P., and the Rev. P. Beecher, C.C., as well as the two Missioners—Rev. Fr. Hutchinson, O.P., and Rev. Fr. Rafter, O.P.—have good reason of being proud of the wonderful success of the Mission.

Christened in this column the other week was the lamented death of well and popularly known Mrs. Ellen (Nell) O'Brien, widow, Garrahalish, Kilmacthomas. The dear departed is survived by a family of three sons and three daughters, inadvertently omitted from the published list of mourners was the name of one of the daughters, who is Mrs. Margaret Garvin, wife of Mr. Matthew Garvin (native of Co. Westmeath), Harlesden, London, and to her and her sisters and brothers many expressions of sincere sympathy have been tendered.

The funeral cortege at the residence of the remains to St. Bridget's parish, Kilrossanty, on Saturday evening and to the family burial ground in the adjoining cemetery the next day (at 11 o'clock Mass) bore testimony to the regard in which he was held, very Rev. J. McCarthy, P.P., assisted by Rev. P. Beecher, C.C., officiated at the graveside. R.I.P.

FIRST HOLY COMMUNION Children from Kilmacthomas parish received their first Holy Communion at 8 a.m. Mass on Sunday, June 14th. The Mass was celebrated by Rev. T. Nugent, C.C., Glendine.

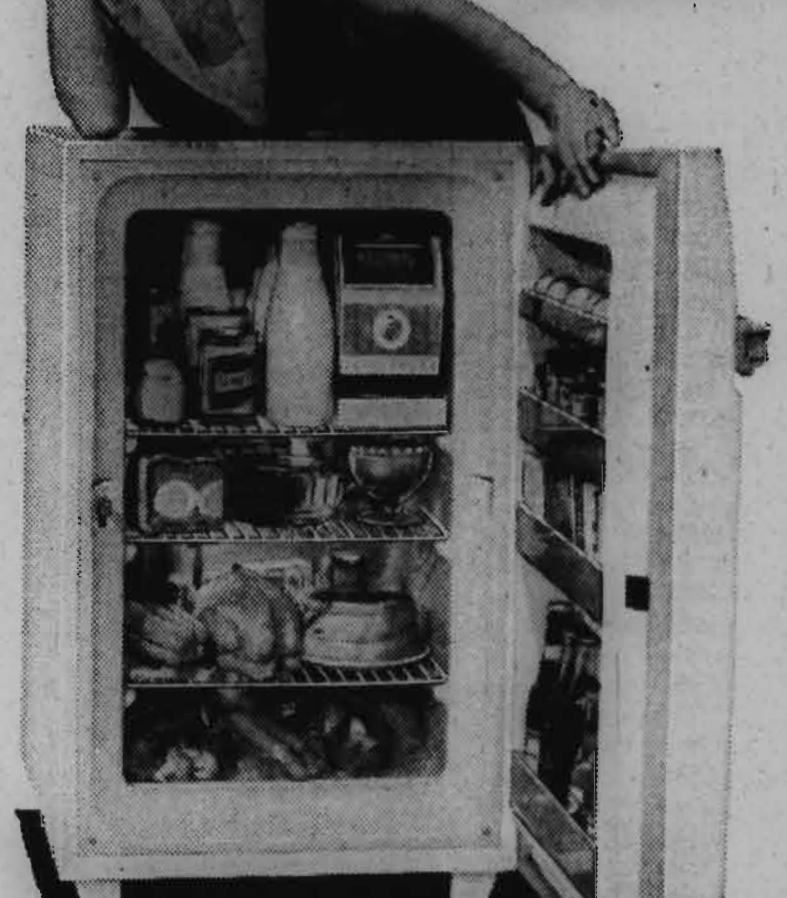
FERRIER RACING Gleadine Terrier Racing Club held their first terrier racing of the season at Coppershill, Youghal, fifty terriers were entered and the racing was good. The club are holding terrier racing at Glendine on Wednesday 24th inst., at 8 p.m. There will be £10 in stakes.

TALLOW I.C.A. At a committee meeting, held in the library, details of the Guild's annual outing were discussed. It was decided that this year the outing would be to Glengriff, Co. Cork, Sunday, June 21st was the date fixed. Those interested in going are asked to hand in their names to the Secretary, Mrs. A. Nolan, Suerock, at their earliest convenience. Tallow Gaelic are to be congratulated on being the runners-up in the chok competitions for the Villas (Ghlon) Trophy in Dungarvan recently. They were only beaten by a mere three marks by Dungarvan (Gael). The general meeting on June 10th was the last until the guild re-open in October, when it is hoped that it will be bigger and brighter than ever.

RADIO OFFICER ON LUXURY LINER On board the luxury liner "Oran", as she left England for Australia on June 13th, was Radio Officer Richard O'Connor, son of Mr. John O'Connor, Kilmacthomas, Talbot, Mr. O'Connor received his early education at the Christian Brothers' Schools in Limerick and England. His teacher, Radio Officer Thomas O'Connor is attached to a security station in England.

ON HOLIDAY On holiday from England at present is ex-Garda W. Thorne Previsas in his retirement from the Garda Force he was stationed at Cappoquin and Tallow for many years. He now holds a very responsible position in London. We wish him a pleasant holiday. Also on holiday from England is Mr. P. Heffernan, The Zike, Tallow. ARCH CEILI Johnny Pflucker and his deland crew a big crowd, when they played in the Arch Ballroom, Tallow, on Sunday night. An added attraction was a display of figure dancing by the Shamrock Gaelic Club, Cork, in traditional costume.

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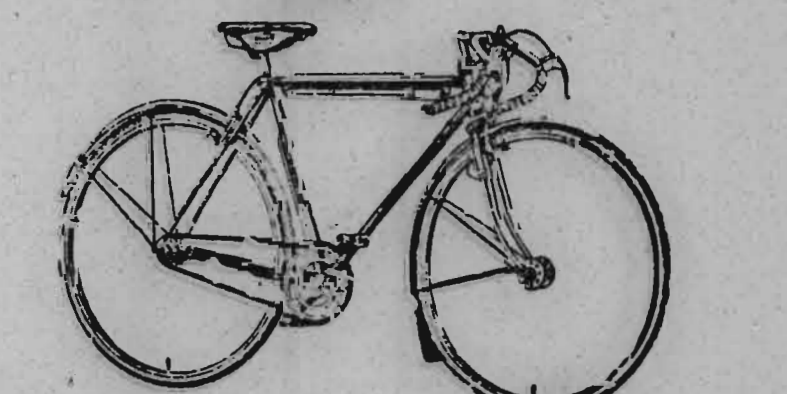
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See Page Four

RADIO EIREANN

- WEDNESDAY
7.55-Weather.
8.15-News.
8.30-Silvikin Pro.
8.45-Maclean's Pro.
9.00-News.
9.15-Close Down.
1.00-Hospitals' Requests.
1.20-News and Topical Talk.
1.45-Hospitals' Requests.
2.30-Close Down.
4.10-Commentary from the Curragh.
4.20-Close Down.
5.00-Drawing and 5.15-Winkie and Skup'.
5.35-Weather Forecast.
5.58-Interlude.
6.00-The Angelus.
6.01-Nuacht.
6.20-Racing Results.
6.30-News.
6.45-Music-makers.
7.30-Gardening Magazine.
8.00-The School around the Corner.
8.30-The present crisis of the novel.
8.45-Continental Rendezvous.
9.15-Atheist at Chorca Dhuibhne.
9.30-Farmer's 10.05-Nuacht.
10.15-News.
10.30-Referendum Broadcasts.
10.30-Plays.
10.45-Today in the Day.
1.00-Hospitals' Tru Programme.
1.30-Late Sports Results, Close Down.
THURSDAY
7.55-Weather.
8.00-News.
8.15-Hovis Pro.
8.30-Cerebos Pro.
8.45-Phillips Pro.
9.00-News.
9.15-Close Down.
9.30-High Mass.
1.05-Close Down.
1.15-Fry-Cadbury Programme.
1.15-Prescott's Pro.
1.30-News and Topical Talk.
4.45-Bird's Pro.
1.00-Colgate-Talmolive Pro.
2.15-Bradnola Pro.
3.00-Uachtairiacht na hEirann.
4.15-Tunes for Summer.
5.30-Cog, a leanaí 2.45-How does your garden grow?
7.55-Weather.
1.30-Interlude.
6.00-The Angelus.
6.01-Nuacht.
6.10-Interludio na Uachtairiann.
6.20-Racing results.
6.25-Here's the Doctor.
6.30-News.
6.45-Amhainn a Shianais.
7.00-Aeris.
7.30-Tag the Gag.
8.00-The Presidency and the Presidents.
8.45-Between Our selves.
9.15-Mahler.
9.30-Irish Dance Music.
10.15-How great are the great composers?
9.30-Reception by 9.00-Nuacht.
10.15-News.
10.30-Referendum Broadcasts.
President.
10.45-Choirs.
11.00-Hospitals' Tru
11.30-Late Sport Results, Close Down.
FRIDAY
7.55-Weather.
8.00-News.
8.15-Clark's Pro.
8.30-Altiright and Wilson Pro.
8.45-Irish Bell Pro.
9.00-News.
9.15-Close Down.
1.00-Chivers' Pro.
1.15-Imco Pro.
1.30-News and Topical Talk.
1.45-Post Office Savings Pro.
2.00-E.S.B. Pro.
2.15-Punch & Co.
2.30-Close Down.
2.00-Children's Books.
1.15-Swimming and Diving.
5.30-Songs for Children.
6.45-The Experienced Gardener.
1.55-Weather.
5.58-Interlude.
6.00-The Angelus.
6.01-Nuacht.
6.20-News.
6.45-Gardening.

The O'Sullivan v. Farrell Case

CONTINUED FROM PAGE THREE

interest in the equipment Kenneally was to be released from any further obligation under the agreement. O'Sullivan was to be entitled to receive from Kenneally through Farrell, all particulars in connection with the running of the equipment and in connection with all payments. Matters had in fact been settled between Kenneally and O'Sullivan before this agreement was executed and Kenneally had proceeded to treat the land reclamation work as a whole-time job. He employed a whole-time driver to run his bus for him, sometimes after the execution of the agreement, was succeeded by a man called Murray at a weekly wage of £7. During ordinary working hours, from 8 a.m. to 5.30 p.m. Kenneally devoted all his time and attention to O'Sullivan's affairs. For a period of some ten or eleven months, O'Sullivan's land reclamation business was conducted by Farrell and Kenneally under the terms and operation of the Power of Attorney and Kenneally opened a separate banking account to deal with O'Sullivan's business and continued to handle the office and financial work. Contracts were sought by Kenneally and tenders prepared with O'Sullivan's assistance. If the tenders were accepted the contracts were made in Farrell's name, Farrell exercised no supervision over the conduct of the field work which was left entirely in Kenneally's hands. He employed what men were required. Their time was kept by foreman Linnane. For most of the time he used a form of wages book devised by the Department of Agriculture for use in connection with land reclamation work. This contained duplicate sheets numbered serially on which the necessary particulars could be entered in duplicate. The men were paid a week in arrears, the wages being made up on Wednesday for the week ending the previous Friday or Saturday. Each Wednesday Kenneally would get the appropriate wages sheet from Linnane's book leaving in the duplicate in the book. He would make out what was due for wages and also a list of what was required in the way of supplies such as petrol, oil, etc. and bring these into Farrell's office. Farrell would examine the wages sheet and make any enquiries he thought necessary. If satisfied he would give his cheque to Kenneally for the amount required. Kenneally would lodge this cheque to his own bank account and pay such amount to Kenneally in his own cheque. He would retain the wages sheet. In some instances he would lodge the cheque to Farrell or three occasions when Farrell was away, or when for some reason or other a cheque from Farrell was not forthcoming, Kenneally collected monies due under contracts and used them to pay wages or other necessary outgoings.

Chronic Shortage of Money
During the period of operation of the second Power of Attorney, Farrell obtained from the Department Contracts to the value of more than £8,000. His total receipts for the period were slightly in excess of £11,200. Over £3,700 were expended in wages. The A.C.C. was repaid £728.46. Mrs. O'Sullivan was given £129 odd in excess of money's worth and over £8,500 was used to pay creditors and to delay running expenses. Farrell's ledger account shows only two payments to Jackie Kenneally—£10 for wages and £264.35 for expenses. These two sums did not represent the total amount paid to him. There was always a shortage of money and he was not paid regularly. Occasionally the wages cheques included amounts due to him personally; but it is impossible to ascertain how much he was paid or how much remains due to him for wages. These figures disclose a state of affairs which could satisfy no one. O'Sullivan who owned the business was getting a miserable return from it. Farrell, who was responsible for it generally, was getting nothing financial side, was getting nothing at all, Jackie Kenneally who was responsible for the actual working of the equipment was not being paid what was due to him. There was always the danger of the A.C.C. coming down on the guarantors and the other creditors continued to press for payment. There was a chronic shortage of money and never enough to pay anyone in full, or even to pay for necessary repairs to equipment.

Fifteen Contracts
During the period of operation of the power of Attorney, the first of two as it happened, Farrell appears to have made fifteen land reclamation contracts totaling nearly £14,000. Of these he completed eleven within the period in respect of which he was paid nearly £7,500 in respect of others he received interim payments amounting to over £4,000, making a total of £11,500. He appears to have collected in addition a sum of over £2,200 made up of monies due for work done by O'Sullivan, monies in respect of contracts made by O'Sullivan and completed by Kenneally, and in respect of Section A contracts and money raised in the bank by Farrell and William Kenneally. The total of incoming monies, amounting to over £13,800, appears to have been expended in paying some £1,217 to the A.C.C., over £354 to or on behalf of O'Sullivan, £164 in wages to Jackie Kenneally personally, and most of the rest in paying creditors, purchasing supplies and in running expenses generally. There was a small balance on the debit side.

Power of Attorney Renewed
The result of the year's working under the operation of the power of Attorney was not very encouraging. It was, however very much better than O'Sullivan had been able to achieve on his own. The question arose as to whether the

power of attorney should be renewed and a meeting to discuss the matter was held in Farrell's office at which Wm. Kenneally, Mr. and Mrs. O'Sullivan and Farrell were present. This began on the morning of November 1st 1955. Farrell had given O'Sullivan a copy of the ledger account showing a debit balance of £265.56, on transactions up to the 13.10.55 on the debit and up to 11.10.55 on the credit side. This was discussed and O'Sullivan expressed no dissatisfaction with the state of affairs disclosed. The A.C.C. were pressing for payment of what was due to them and the Power of Attorney was not renewed it would be necessary to sell the machinery. The O'Sullivans were very reluctant to renew the Power of Attorney but Kenneally suggested no alternative. No decision had been reached when it was decided to adjourn for lunch. During lunch William Kenneally advised the O'Sullivans to renew the Power of Attorney. He told them that Foley was pressing to have the equipment sold and that he was restraining him. He probably exerted very considerable pressure on them to renew and they eventually agreed to do so. They returned to Farrell's office and agreed to renew the Power of Attorney for a further twelve months. In return Farrell made certain concessions. He had been very insistent that O'Sullivan should keep away completely from the machinery and the land where it was working. He conceded however, that O'Sullivan should be entitled to inspect the equipment on the first day of each month. He also agreed to pay Mrs. O'Sullivan an allowance of £6 a week for household expenses, in lieu of the £7 a week formerly payable to her husband, provided any profit was being made. He also agreed to pay certain pressing household accounts of which she was to furnish him with a list.

from the work. His father, for some of the period, kept an eye on matters by visiting the job twice a week. Jackie Kenneally continued to bring in the wages sheets to Farrell, to collect the money and to pay the men. He did not tell Farrell, however, that he had gone back to driving his bus, nor was Farrell aware of the fact for some considerable time.

Unreasonable
In June, O'Sullivan consulted Mr. Eugene Finn, Solicitor, of Mitchelstown, and on July 9th Mr. Finn wrote to Mr. Farrell to the following effect. He referred to the terms of the agreement between O'Sullivan and Jackie Kenneally and to the terms of the Power of Attorney. He stated that in breach of the agreement Kenneally had not been supervising the equipment and had been driving his bus since the previous April. He stated that Mrs. O'Sullivan had received no payment on foot of her allowance since the previous March. He requested Farrell to furnish him with a statement of account showing the amounts received and payments made by Kenneally, the particulars of contracts entered into and completed and the payments made on foot thereof. He, somewhat unreasonably, requested all this information to be furnished by return of post. Farrell acknowledged this at once and explained that he would deal with the matter with a return from holidays. On August 1st he wrote stating that he had no objection to giving all the information required. He said, however, that he was owed a considerable sum for costs, and was not prepared to incur any further expense in copying documents, accounts, etc., unless Finn gave him an undertaking that he would be reimbursed. As an alternative he suggested that Finn should attend at his office with or without his client O'Sullivan when all files, documents and accounts would be made available for inspection. He said that Finn, for inspection, any documents he wished to copy and that he, Farrell would be prepared to answer any questions which Finn might desire to ask. Following this letter a meeting took place at Farrell's office on August 14th at which Finn, Farrell, O'Sullivan and Jackie Kenneally were present. There appears to have been a lot of discursive discussion but Finn gave a list of information as to how matters stood. He was told that all files and documents relating to O'Sullivan's affairs were there and explained that he was defined to look at them. He was told that there were three contracts in hand O'Brien's, Beckers and Holmes. Kenneally offered to go back and supervise the work until these were completed provided he was paid £7 a week for a driver for his bus. Finn pressed to have O'Sullivan allowed back to work the equipment along with Kenneally. This was refused by Farrell. He thought that the equipment should be supervised by O'Sullivan but that Farrell should be paid for his services. He asked that provision should be made for O'Sullivan's bus and that there was no money available for this and promised that as soon as he had any to spare he would send it to Finn who could deliver it to Mrs. O'Sullivan. Farrell, He thought that the only thing achieved by the meeting was that Kenneally would go back to supervise the three contracts in hand.

Summons Issued
There was no money available to pay the driver for Kenneally's bus and he did not go back immediately to supervise the work. There was some trouble with the men and the equipment was on occasions left idle for some time. Kenneally provided a driver for his bus at his own expense and did go back to supervise the completion of O'Brien's and Holmes contracts. These were finished sometime about the beginning of October and final payments were made on foot thereof on October 9th most of the work was done on Becker's contract which was eventually completed by another contractor. Having regard to the circumstances, including the condition of the equipment and the consequent slow progress of the work done, as well as the arrangement between Farrell and O'Sullivan, Kenneally was not prepared to give any more contracts. Finn was pressing for the return of the equipment to

See Page Five

YOUGHAL NOTES

HIGHWATER WEEK ENDING JUNE 27th. Mornig. Evening. Sunday 6.38 7.03 Monday 7.26 7.51 Tuesday 8.11 8.38 Wednesday 8.58 9.24 Thursday 9.42 10.10 Friday 10.28 10.58 Saturday 11.16 11.47

SEA-ANGLING COMPETITION
All arrangements are practically completed for the second of this year's sea-angling competitions which will take place at Youghal on Sunday next, the Trophy, presented by Mr. W. K. Nolan, B.D.S. In addition there are three other prizes (1) for the heaviest fish, (2) for the rarest fish, and (3) for the greatest number of bass and pollack. The boats will take out from the Market Dock at 2.30 p.m. and are due to return at 7.30 p.m. The number of entries it is expected will be a record. Fish are plentiful, so with suitable weather conditions, a good days sport can be expected. On Sunday last the Ballycotton Club held its second competition under ideal conditions. There were 45 entries and the total recorded catch 1,521 lbs. The cup for the heaviest fish went to Mr. Robson of Mitchelstown with a 14 lb. skate. For the heaviest bag 158 lbs. to Mr. Noel Bennett, St. Luke's, Cork. The prize for the heaviest fish or pollack was won by Mr. J. P. O'Connell of Mitchelstown, a 17 lbs. ling. Mr. P. Conolly of Ballycotton won a prize for the most unusual fish, a crag-fish.

NEW F.C.A. HALL OPENED AND BLESSED
In the presence of a large crowd the new F.C.A. training hall recently opened at Dunne's Park, Youghal, was officially opened and blessed on last Sunday after the 12 o'clock Mass. Very Rev. Canon Sheehan, P.P., who performed the ceremony, was met on arrival by the area officer, Commandant Driver, Captain E. Birmingham and accorded the general salute. He then inspected the guard of honour, comprised of Youghal P.C.A. Battalion. In a brief address after blessing the hall, Canon Sheehan congratulated all present. He paid tribute to the smartness of the guard of honour and to Coy. Sergt. M. Power for his great efforts. Commandant Driver, returning thanks said that the Youghal P.C.A. were lucky, not alone in their officers, but in having a Parish Priest who had such an interest in the F.C.A.

FERRY-BOAT TO OPERATE AT YOUGHAL
At a recent meeting of the Youghal U.D.C. Council and the Youghal Tourist Development Association, at a meeting attended by the Manager, when it was decided to purchase the boat Angeline from the Council and sell it again or lease it to some body locally. Mr. O'Gorman, Chairman, stated that the Council was very grateful to the Y.D.T.A. and to Mr. Linnane and he hoped that the man who hoped to run the boat would have every success. It is understood that the service is to be operated by a local man, Mr. Coppinger, and the boat which is at present stored in the Market House is being launched this week and it is expected that she will be in commission by the end of the present month. It is not known whether or not the boat will operate during the winter months, but certainly she should do well especially in sea and upriver trips.

SUNDAY EXCURSION TRAINS
On Sunday last the first Sunday of the summer excursions there was a huge influx of visitors on the strand when in all nine trains arrived. In addition there were numerous private cars and buses. A large crowd using cars were seen at Monastrea beach until the late hours of the evening. The bookings for houses and caravans are said to be heavy especially for the month of July.

GORSE FIRES
At about 4 p.m. on Monday, and 9.30 a.m. on Tuesday the local Fire Brigade, under second officer M. O'Loughlin, was called to a fairly extensive gorse fire on the new road in the vicinity of the Youghal Golf Links. The second outbreak was more serious than the first but the members had the matter well in hand on both occasions.

JIMMY MEADE wishes to inform the public and all his friends that he has returned to the bus business with a new Consul. Licenses to T. Power, The Square, Dungarvan or Phone 232.

"I won all these prizes for cooking with Kosangas"

It gives me great pleasure to let you know what a wonderful help my Kosangas Cooker has been to me. That's what Mrs. Annie Furlong, of New Ross, County Wexford, writes in her enthusiastic letter, telling about her successes at County Shows. "I won over fifty first prizes, in one year, all my winning entries, for home-made bread and jams of all kinds, being made on my Kosangas cooker."

ONLY £3.9.6 DOWN! You can own a beautiful full-sized modern Kosangas Cooker for only £3.9.6 down—and easy monthly payments. The average cost of Kosangas Cooking, for a family of four, is only a few shillings a week. When your cylinder of Kosangas is used up, you simply switch over to your spare refill cylinder, and order another one from your Dealer.

BEST AND CHEAPEST Kosangas is the best and cheapest bottled gas in Ireland. Only 18.9 for a 2.25 lb. refill. Why pay more? You can have a Kosangas Cooker installed, and ready to cook a delicious meal, only 15 minutes after delivery! See your Kosangas Dealer today!



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West Waterford Notes

West Waterford dancing fans will have the opportunity of hearing Joe Loss and his world famous orchestra, with Rose Brennan, Ross McManue and Larry Gretton, at Redburn on Monday night next. For full details see advertisement in this issue.

CLASHMORE P.F. A well attended meeting of the above company was held on Monday night last. Arrangements were made for the annual dance. Full details later.

AGLISH PRIESTS' ORDINATION Congratulations are extended to Rev. Patrick Osborne, Aghlish, on the occasion of his recent ordination to the priesthood. A member of a well known and popular family, Fr. Osborne is the second son of Mr. and Mrs. John Osborne and cousin of Rev. T. O'Brien, C.C., Rathgormack.

O.A.P. MEETING Mr. R. J. Russell (Chairman), presided at a meeting of Youghal No. 2 (Rural) O.A.P. Committee, held at Clashmore. Also present were Messrs. K. Conaghan, P.P., M. Troy, J. Flavin and Miss E. McGrath (clerk). Two claims for old age pensions were approved.

DEATH OF MRS. J. HYNES We regret to announce the death of Mrs. Johanna Hynes (nee Hynes), Timnock, Clashmore. Relict of Mr. James Hynes, deceased was a member of a well known and popular family and was sister of Right Rev. Mr. P. Hynes, Clashmore. The remains were removed to Clashmore Parish Church and the accompanying cortege was of large and representative proportions.

SUNDAY LAST With a heatwave prevailing on Sunday last, hundreds flocked to the beaches in this area. There was a very big influx to Ardmore, where a double G.A.A. fixture proved an added attraction. Whiting Bay and Monastrea also proved popular centres. There was dense traffic on the roads leading to the sea and the majority of the cars bore Co. Tipperary registrations.

LITTER A party of itinerants, who recently camped at the entrance to Monastrea strand left the roadside in a most unsightly condition and littered with rags, feathers, broken bottles, etc. The itinerants, however, were not the only offenders. A party of visitors on Sunday last left the grass margin at the entrance to the Convent at Monastrea strewn with papers, broken bottles, etc. This untidiness creates a very bad impression on visitors, especially tourists from abroad.

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No Foundation

The statement of claim delivered on Mar. 14th, 1959, first claim made therein in respect of the Power of Attorney, was executed by the Plaintiff and by reason of the undue influence of the defendant and the claim is later repudiated in respect of the second Power of Attorney. I am quite satisfied that in respect of both the claims considerable sums were brought to bear on O'Sullivan by William Kenneally in order to induce him to sign in respect of the second Power of Attorney. I am quite satisfied that in respect of both the claims considerable sums were brought to bear on O'Sullivan by William Kenneally in order to induce him to sign in respect of the second Power of Attorney. I am quite satisfied that in respect of both the claims considerable sums were brought to bear on O'Sullivan by William Kenneally in order to induce him to sign in respect of the second Power of Attorney.

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Work Well Ahead in Tallow Area The fine weather of the past few weeks have enabled farmers to get on with hay saving. Already some of the crop in this district has been saved. Crops generally are doing very well. The potato crop promises to be a bumper one this year. New potatoes are being retailed in the shops at five pence per pound.

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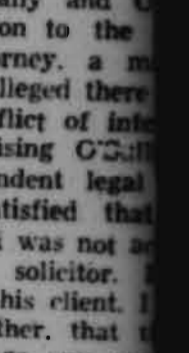
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See Page Five

The O'Sullivan v. Farrell Case

CONTINUED FROM PAGE FOUR

O'Sullivan as well as for a full statement of account. Farrell's Power of Attorney expired on November 1st, 1958. On November 15th, Finn wrote to him again pressing for accounts to be furnished, stating that the equipment had been idle for the past fortnight, that Becker's contract had not been completed and no effort had been made to secure further contracts. He said that it was his client's intention to hold Farrell and Kennally both liable for the hire rate of the equipment as long as it remained idle, and suggested that in order to avoid further liability Farrell should inform Kelliher that O'Sullivan was in control of the equipment. On November 17th Farrell replied reminding Finn that he had been offered the accounts and files relating to O'Sullivan's affairs for inspection and copying and that he had already prepared to go to the expense of furnishing accounts except on the understanding that he would be reimbursed. He said that O'Sullivan was not entitled to take over the equipment having regard to the terms of the agreement with Jackie Kennally. On November 27th Finn issued the Summons commencing the present proceedings.

No Foundation

The statement of claim was delivered on Mar. 14th, 1957. The first claim made therein is that the first power of attorney was executed by the Plaintiff under duress and by reason of the undue influence of the defendant and the claim is later repeated in respect of the second power of attorney. I am quite satisfied that in respect of both instruments considerable influence was brought to bear on O'Sullivan by William Kennally in order to induce him to sign. In respect of the second power of attorney I am satisfied that Farrell also advised and persuaded O'Sullivan to sign. I am not satisfied that the pressure brought to bear upon him amounted to undue influence. If there had been undue influence this could afford no foundation for a claim for damages.

Not Established

The second claim formulated in paragraph 6 of the Statement of Claim is that the defendant was guilty of breach of duty as a solicitor in acting for both William Kennally and O'Sullivan in relation to the first Power of Attorney, a matter in which it is alleged there was an obvious conflict of interest. Instead of advising O'Sullivan to take independent legal advice, I am satisfied that at this time Farrell was not acting as Kennally's solicitor. Kennally was not his client. I am not satisfied either, that there was at this stage any conflict of interest. According to O'Sullivan's evidence Farrell after handing him the power of attorney, asked him did he understand it. O'Sullivan said that he did. Farrell then asked him did he wish to go with it to another solicitor and O'Sullivan said he did not. Farrell has no recollection of suggesting another solicitor. Whatever may be the truth of the matter I am not satisfied that any allegation of negligence on this head has been established. (It should be noted that this claim is not repeated in respect of the second Power of Attorney.)

No Exceptional Experience.

Paragraph 18 alleges that the defendant frequently engaged inexperienced and incompetent operators for the equipment. I am not satisfied that this has been established. Kennally had no trouble with one or two of the men but that, I imagine, is no exceptional experience. Paragraph 19 alleges that the defendant hired machinery from third parties at exorbitant rates "in order to bolster up work that had been mismanaged and incompetently done" at his instance. This has reference to an arrangement made with a Major Style for the use of some of his equipment, mainly a van and rotavator, and to the hiring of an excavator from Earthmovers Ltd. In carrying out certain contracts for a Mr. Thomas Curran it was found that there was a great deal of work not being done, or capable of being done with sufficient expedition by means of O'Sullivan's excavator. It was decided accordingly to hire one from Earthmovers Ltd. and this was done with good results. Kelliher in evidence said he thought that the arrangement with Style helped to keep up the output and that the hiring of the excavator from Earthmovers was very good business. Style whatever might be thought of the terms of the arrangement made with him was not in my opinion in fact O'Sullivan's choice as paid for the use of this equipment. I am not satisfied that this claim has been established.

Non-Existent

Paragraph 20 alleges that the defendant failed to exercise due

In the nature of undue influence.

The next claim in paragraph 10 is that the defendant negligently advised the plaintiff to implement the Agreement with Kennally. I could not be satisfied that the defendant was negligent in advising or allowing the plaintiff to carry out an agreement which was a proper one and properly entered into.

No Undue Influence

The next claim, in paragraph 11, is that defendant by duress and undue influence induced the plaintiff to execute the second Power of Attorney. As I have already said I am not satisfied that there was undue influence and in any event this can be no ground for a claim for damages. The next claim in paragraph 12 is that the defendant failed to carry out certain specified duties alleged to have been imposed upon him by the powers of attorney. In regard to this claim it is enough to say that the two instruments in question conferred certain specified powers, but imposed none of the duties specified upon the defendant.

The next two claims as set out in paragraphs 14 and 15 of the Statement of Claim, I will pass for the moment. In paragraph 16 it is alleged that the defendant failed to maintain, care, and service the plaintiff's machinery and equipment and allowed it to deteriorate and get into an unworkable condition. I am not satisfied that this has been established. The equipment had not been properly maintained by O'Sullivan and was in poor condition when taken over by Kennally. I believe I looked after it as well as circumstances permitted. Wear and tear is very heavy on equipment of this kind and shortage of money forced him on occasions to try to carry on with running repairs only when garage jobs were really necessary. I am satisfied with the explanation he gave in evidence as to the worn, broken and missing parts and am not prepared to hold that this claim has been established.

Paragraph 17 alleges that the defendant left the machinery idle for very long periods. Some of the equipment was on occasions idle. This was sometimes due to break downs and sometimes due to the default of the men in charge. It could not, I think, have been idle for very long periods. With the exception of the last four contracts, viz.: McCarthy's, O'Brien's, Holmes and Becker's, most contracts appear to have been completed either before the date fixed for completion or within a short time thereafter. The specific instances which were referred to in evidence were either satisfactorily explained or else occurred during the period between April and August, 1956 when Kennally had returned to his bus driving. Apart from these latter I am not satisfied that this claim has been established.

No Foundation

In paragraph 21 it is alleged that the defendant caused the plaintiff to become involved in various legal proceedings by failing to deal properly with the plaintiff's accounts and failing to pay the plaintiff's creditors out of the profits of the business. The evidence discloses no foundation for this allegation either.

No Foundation

In paragraph 22 it is alleged that the defendant negligently allowed several policies of insurance to lapse and that as a result the plaintiff was damaged in lines and legal expenses incurred in defending legal proceedings. The evidence shows no foundation for this allegation and the claim on this head was in effect abandoned.

Turn to Page 6

Paragraph 23 it is alleged that the defendant caused the plaintiff to become involved in various legal proceedings by failing to deal properly with the plaintiff's accounts and failing to pay the plaintiff's creditors out of the profits of the business. The evidence discloses no foundation for this allegation either.

Turn to Page 6

Paragraph 24 it is alleged that the defendant negligently permitted Jackie Kennally to break the terms of his agreement with the plaintiff in several respects and in paragraph 25 it is alleged that since the expiration of the second power of attorney the plaintiff had frequently demanded from the defendant the return of his equipment and a full statement of accounts, and that these demands had been refused. These allegations can most conveniently be dealt with together with those in paragraphs 14 and 15 in which it is alleged that the defendant failed to exercise due skill and care or diligence in the performance of his duty as the plaintiff's Attorney, and that he managed the plaintiff's business in an uneconomic and inefficient manner. The plaintiff finally claims damages on account of the defendant's dealings with his property and an injunction to restrain him from further interference with the plaintiff in the management of his property.

Turn to Page 6

When the first power of attorney was executed Farrell contemplated becoming responsible for the office and financial side of O'Sullivan's land reclamation business, while O'Sullivan was to be free to devote himself to the management of the field work. As matters developed, however, O'Sullivan was in course of time shut out as far as possible from any participation whatever in the management of his business, the control of which passed completely into the hands of Farrell and Jackie Kennally in the result. Farrell by reason of his

CAPPOQUIN NEWS

WEDDING: Hannigan - Hynes

The marriage took place in Knockanore Church on June 3rd of Mr. Patrick Hannigan, youngest son of Mr. and Mrs. Thomas Hannigan, Cappoquin, and Miss Teresa Hynes, youngest daughter of Mr. and Mrs. Nicholas Hynes, Ballybrack, Youghal. The ceremony with Nuptial Mass and Papal Blessing was performed by Very Rev. M. Power, P.P., Knockanore, assisted by Very Rev. J. Kennally, P.P., Cappoquin, Rev. J. Nugent, C.C., Glendine and Rev. M. O'Brien, Port Elizabeth. The bride, who was given away by her father, wore a blue brocade dress with accessories to match. She was attended by her bridesmaid Miss Kathleen Hynes, Mr. John J. Hannigan, brother of the groom, was best man. Some fifty guests attended the reception, held in the Atlantic Hotel, Youghal. The honeymoon is being spent touring Ireland.

G.A.A. CLUB COLLECTION

The annual collection in aid of Cappoquin hurling and football clubs will be taken up outside the Church gates at both Masses on Sunday. The public are asked to subscribe generously.

I.C.A. FEDERATION

I.C.A. Guilds in the county will be represented at a Federation meeting to be held on next Saturday, 20th inst.

LATE MRS. M. FRAHER

His many friends in the district learned with sorrow of the death of Mr. Michael Fraher, which took place in Dungarvan on 10th inst. He was a native of Glounthawn, where he formerly ran the family farm. The burial took place in Lismore.

COMPETITIONS POSTPONED

The stock-judging and other competitions fixed for 24th inst. have been postponed and will be now be held on July 28th. Details will be given later.

PIONEER RALLY

Some fifty members of the I.C.A. Association joined the special train on Sunday en route to the great rally in Dublin.

LATE MR. M. MORRISSEY, COOLANEEN

The death of Mr. Michael Morrissey, Coolaneen, Cappoquin, which occurred at Arkeem Hospital on 7th inst., has caused deep and widespread regret all over West Waterford. A member of an old and widely-extended family, he was an extensive and progressive farmer. His charitable disposition and amiable gentle manner endeared him to his many friends who mourn the passing of this fine citizen. His sympathy on his passing was shown by a very large attendance when the remains were taken to Affane Church, where they were reposed by Very Rev. J. Halley, P.P., on Tuesday evening. The burial took place following Requiem Masses, on Wednesday morning in the New Cemetery, Affane. The prayers at the graveside were said by Very Rev. J. Halley, P.P., and Rev. M. Cunningham, C.C.

LATE MRS. K. O'DONOGHUE

Lackan Ballinamit Mass cards were received from: her daughter Kathleen; Josie, Patie and family; Nonie, Jim and family; loving son Patrick; sister Julia and family; Mary, Tommie and family; Mary B., Limerick; Richard and Mrs. Loneragan, Clashavauha; David Kenny who during her many years of residence in Dromana and later in Cappoquin, was held in affectionate regard. A devout Catholic and kind neighbor, her presence will be long missed not only in the family circle but by a large number of friends. The long cortege which accompanied the remains to Affane Church on Thursday evening, included representatives of all classes in the town and district and many who came from outside areas. The remains were received by Very Rev. J. McGrath, Limerick, and Rev. J. McGrath, Limerick; Aidan and Mrs. Walsh, Springfield; Grant family, Ballymacarbery; Dr. W. White; Paddy and Peggy Crotty; Jerry O'Sullivan; Purcell family; Affane; Thomas and Mary O'Donoghue, Crow Hill; John King, Priestown; Nell and James Cooney, Toureen; Bridie Dwyer and family, Ardara; Morrissey family, Affane; Mrs. Brennan and family, Dungarvan; Matt and Mrs. Purcell and family; John Condon, Knockmeal.

LATE MRS. C. MILES, CAPPOQUIN

The announcement of the death of Mrs. Catherine Miles, which took place at her home in Castle Street, on Wednesday, 10th inst., was learned with deep sorrow by the people of the town and district. The deceased lady (nee Conery) was a native of KILKENNY who during her many years of residence in Dromana and later in Cappoquin, was held in affectionate regard. A devout Catholic and kind neighbor, her presence will be long missed not only in the family circle but by a large number of friends. The long cortege which accompanied the remains to Affane Church on Thursday evening, included representatives of all classes in the town and district and many who came from outside areas. The remains were received by Very Rev. J. McGrath, Limerick, and Rev. J. McGrath, Limerick; Aidan and Mrs. Walsh, Springfield; Grant family, Ballymacarbery; Dr. W. White; Paddy and Peggy Crotty; Jerry O'Sullivan; Purcell family; Affane; Thomas and Mary O'Donoghue, Crow Hill; John King, Priestown; Nell and James Cooney, Toureen; Bridie Dwyer and family, Ardara; Morrissey family, Affane; Mrs. Brennan and family, Dungarvan; Matt and Mrs. Purcell and family; John Condon, Knockmeal.

MILITARY TRAINING

The Military Training Students' Company of the P.C.A., fifty strong—left on Saturday for a

I.C.A. (Town Association)

The May meeting of the T.A. was held on Tuesday (26th). The meeting featured films and a talk on Pello and his post hospital treatment, by Mrs. Cody of the Central Remedial Clinic in Dublin. It was a touching insight into the helplessness of the sick patients and admiration was felt for the wonderful people who work day in and day out—sometimes for years—to bring back co-ordination and strength to the useless limbs, literally setting some of them on their feet again to make their way in the world; and to bring happiness and education to the little ones, brought to the clinic daily by over a hundred voluntary drivers, and returned to their homes so as not to miss the environment of family life.

TRIBUTE TO ROWING CLUB

Paddy Cox, in his rowing notes in the "Evening Press", writes of Cappoquin regatta: "The first event of the season at Cappoquin was a wonderful success and displayed to the full that there is plenty of openings for Sunday rowing in Ireland. On the wonderful stretch of river (why it has been discarded by the I.A.R.U. as a championship course is rather hard to explain) Club Captain Jim Brady and his hard-working committee did a wonderful and efficient job. At one stage they were over time and in the end were only ten minutes behind the published time for the last race.

LATE MRS. V. MORRISSEY'S PRIZE

The raffle for Mrs. V. Morrissey's prize was won by Miss C. O'Sullivan.

CHOIR CONTEST

The Regional and All-Ireland rounds of the Choir Contest for the Eleanora Gibbon Trophy are being competed this year by tape recordings, owing to the enormous expense involved. The tapes will be judged in Dublin by Prof. E. Crook, M.A., B. Mus., (Trinity College).

MASS CARDS

Mass cards were received from the following: your loving son, Liam; May, Tommie and John; your loving daughter Biddy; Nell and Mike, Margaret, Joe and family, Kildangan; Mrs. Burke, Knockboy; Jimmy and Kitty Kennally, Bleant; Patrick and Willie Burke, Sleady; John and Margaret Walsh, Knockboy; Sheridan family, Shandon; Joe Burke, Colligan; Sam and Biddy and little Jimmie; Kathleen, Tom and mammy; Maurice and Bridie, Glendog; Mrs. M. Cullinan, O'Connell St.; Michael Whelan and family, 12, O'Connell St.; McCathys, Ballyduff Grove; Spratts, Coolcorrack; O'Toole, Kilmurray; Mansfield family, O'Connell St.; Beresford family, Coolanagour; Jimmy Kieley and family, Shandon; Michael and Sheila Curran, The Square; Mrs. McCarthy, Hillview; Broderick family, Coolanagour; Joan and Una McCarthy; Joan and Noel Wall; Nelly and Patsy; O'Meara family, Kilmurray; Bill McCarthy; Doherty family, Ballyduff; Paddy, Lill and family, Coolbagh; Workers, lime yard, D.L.C.; Jack and Mary Graveside; Mrs. Shanahan Walsh, Kilmurray; Noreen Walsh, Shandon; Gerald and Mary Farrell, Shanahan; B. Murray and M. Prendergast; O'Connell St.; Tom O'Donnell, Kilmurray; C. O'Leary, Youghal Rd.; Broderick family, Mapstown.

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CAPITOL CLEANERS

OLD PANTS MADE LIKE NEW
No Matter how Worn they are we Repair!
Turt-necks, Pockets, Seams, etc. :: Resealing and False Pockets, etc.
Hems from 2/6

A TRIAL WILL CONVINC YOU

CAPITOL CLEANERS

O'CONNELL STREET, DUNGARVAN

Dungarvan Co-Operative Livestock Mart Ltd.

NEXT CATTLE SALE

MONDAY, JUNE 22nd, 1959 at 10 a.m.

ENTRIES CLOSE ON FRIDAY, JUNE 19th

Enquiries to The Manager :: Phone 243

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Another Victory for Tom O'Neill

At Glenties open sports, Co. Limerick, Tom O'Neill of Geesh...

Summer Golf Dance

CLUBHOUSE BALLYACQUIN 21st JUNE, 1959 On Sunday next we have another...

DATES FOR YOUR DIARY

- SUNDAY, JUNE 20th At Limerick—Munster Senior Hurling Championship—Waterford v. Galway.

ON ANIMALS

7/6, 3/9, 1/3

Owing to pressure of business and difficulty of finding assistants I am compelled to reduce working hours as follows:—

Monday, Tues. and Wed. 9.30-12.00, Thurs. 8.30 - 1 p.m., Friday, 9.30 - 7 p.m., Saturday, 9.0 to 6 p.m.

CON ROCHE, Hairdresser, Dungarvan

WEST WATERFORD HUNT presents JIMMY HONEYMAN AND HIS DANCE ORCHESTRA

At the STRAND PALACE, YOUGHAL SUNDAY 21st JUNE

Dancing 9.0 pm. to 2.0 am. Refreshment Bar 6/-

Report in the field

A SUCCESSFUL OPERATION to remove weeds from undergrowth and direct seeded lucerne and white clover ground for seed...

FARMERS' Have your fallen Animals REMOVED IMMEDIATELY. Just Phone... CAHIR PROTEINS LTD.

LOCAL GOLFER TO PLAY WITH CELEBRITIES

International sportsmen, personalities of the stage and radio and prominent novelists will partner top-line professional golfers in the annual Bowmaker amateur-professional golf tournament at Sunningdale, Berks...

SUNDAY'S PROGRAMME

- AT WATERFORD S.F.C.—Stradbally v. K.H. 3.0. AT CAPPOQUIN J.F.C.—Ballinacorney v. Brickey Rangers, 3.00; Kilgobnet v. Old Parish, 8.00.

Scoreboard

- S.F.—De La Salle, 0-8; Dunhill 1-2. S.F.—Mount Sion, 1-9; Clann na Gaelsiagh 0-5.

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Local Happs.

CLASHMORE INTEREST IN UNIVERSITY EDUCATION. There was a very well attended meeting of the local ladies of Clashmore and district at the weekend in connection with the formation of a special instruction course in the area.

Present at the meeting in Clashmore for the proposed course in Social and Home Science were Rev. Fr. J. O'Leary, M.A. Lecturer in Sociology and Director of Adult Education of University College, Cork...

PRETTY ABBEYSIDE WEDDING

The wedding took place with Nuptial Mass and Papal Blessing at Abbeyside Parish Church between Mr. John Phelan son of the late Mr. and Mrs. Walter Phelan, Harbour View and Gretchen Squ...

Should have Supervised

He left the management of the equipment and field work to Kennedy entirely and without supervision. I think he should have exercised some supervision. His failure to supervise him was such that when Kennedy went back to driving his bus and left the effective management of the field work to the foreman, Linnane...

No Allegation

As I have said I think that Farrell should have declined in January 1958 to hand back control to O'Sullivan at the first favourable opportunity. On November 23rd 1958 he had accepted himself to a contract in respect of funds belonging to Edward and Mary Flavin which was in fact completed by April 1958...

Accounted for Every Penny

I am, however, satisfied that he has now accounted for every penny received by him. I am also satisfied that although many wages sheets and other vouchers are not forthcoming all monies received by Jackie Kennedy were in fact expended by him in paying wages and other expenses in connection with O'Sullivan's business. There is, I believe, no suggestion to the contrary. There is admittedly no account to be taken now of the defendant's dealings with the plaintiff's property. Farrell should however in accordance with his duty as O'Sullivan's attorney and agent furnished at least a copy of his ledger account to Finn when requested to do so...

Not Easy to Assess

While I am of opinion that in the several respects indicated in my report in this case O'Sullivan is not easy to assess the effect of his failure. By reason of his Stewardship he received some £25,530 and disbursed some £16, more than that figure. According to his account, he was in receipt of an improvement of about £1800 in the over all position. This does not, however, make any allowance for what may be due to Jackie Kennedy for arrears of salary or what may be due to Farrell himself for remuneration and reimbursement. Other land reclamation contractors were, presumably, able to make from 10 to 15 per cent profit on contracts. The total figure for Farrell's contract was £24,175 of which 10 per cent would have been £2,417 and 15 per cent £3,625. It is, of course, in the highest degree improbable that any other contractor had to operate under the disadvantages which beset Farrell in the way of an inflated load of debt and constant dunning by creditors, interference with O'Sullivan amounting in fact to a lack of working capital degenerating into chronic shortage of money. The fact that he made no more profit than I think, he attributed to his negligence rather than to any negligence or carelessness in the discharge of his duties as manager. I am not in a position to assess any other than nominal damages over and above as I cannot satisfactorily myself that any other loss or damage has been shown to result from any negligence alleged in the Statement of Claim.

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Late Fr. John Butler, O.S.A.

Rev. Fr. John Butler, O.S.A., a native of Rathmasaden, Kilmacthomas, Co. Waterford, son of Mr. and Mrs. Butler, Rathmasaden, died in Yola, Nigeria on Thursday evening of last week, mourned by his loving father and mother, sisters and brothers.

Very Rev. N. Duffner, O.S.A., Provincial, attended the Solemn Requiem Mass and Absolution on Monday. Fifty-two Augustinians were present, representatives from all the Augustinian Houses in Ireland, England and Scotland.

The celebrant of the Solemn Requiem Mass was Very Rev. Fr. Provincial, deacon, Rev. Fr. B. Power, O.S.A., Callan; sub-deacon, Rev. Fr. T. Flynn, O.S.A., Clonmel; Master of Ceremonies, Rev. Fr. A. Hickey, O.S.A., Dungarvan. Very Rev. Archdeacon Power, P.P., V.F., Dungarvan, presided.

In the Choir were the following O.S.A. fathers: Rev. T. Purcell, Nagasaki, Japan; Rev. L. V. Lyons, Limerick; Rev. A. B. Kennedy, Prior, Callan; Rev. J. A. Grace, Prior, Galway; Rev. P. Stokes, Ballyhannus; Very Rev. M. Twomey, Definitor, Dublin; Very Rev. P. Foley, Prior, Ballyhannus; Very Rev. B. O'Sullivan, Prior, Augustinian Novitiate, Orleigh; Rev. Dr. J. P. Madden, Superior, Ballyboden; Rev. Fr. Deasy, Carliste; Rev. B. Coffey, New Ross; Rev. Fr. C. Butler, Dun-

garvan; Very Rev. Dr. Curtis, a native of Rathmasaden, Kilmacthomas, Co. Waterford, son of Mr. and Mrs. Butler, Rathmasaden, died in Yola, Nigeria on Thursday evening of last week, mourned by his loving father and mother, sisters and brothers.

The O'Sullivan v. Farrell Case

CONTINUED FROM PAGE FIVE

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LATE MRS. K. POWER

BALLYLEMON

The death took place on Sunday, 7th June, at her residence, Ballylennon, Cappagh, of Mrs. K. Power (nee Dunford). Deceased who had been ailing for some time was a most popular member of the community. Straightforward and outspoken, and always ready to lend a helping hand, she gained many friends.

The funeral took place to Ballylennon on Monday evening accompanied by a huge gathering of relatives and friends. Rev. Fr. Callanan officiated the burial took place after Requiem Masses at which Very Rev. Fr. Hackett, P.P., and Rev. Frs. Callanan and Slattery officiated.

Numerous Mass cards, telegrams and messages of sympathy were received. Funeral arrangements were by J. Kiely & Sons, Dungarvan.

CUMANN CAMOIGUEAIGHT WATERFORD CO. CAMOIGIE CHAMPIONSHIP

At Gaelic Field, Dungarvan ON SUNDAY, 21st JUNE

BRICKEY RANGERS

EIRE OGE (Waterford) At 8 p.m. BAND WILL ATTEND Admission 1/-

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While I am of opinion that in the several respects indicated in my report in this case O'Sullivan is not easy to assess the effect of his failure. By reason of his Stewardship he received some £25,530 and disbursed some £16, more than that figure. According to his account, he was in receipt of an improvement of about £1800 in the over all position. This does not, however, make any allowance for what may be due to Jackie Kennedy for arrears of salary or what may be due to Farrell himself for remuneration and reimbursement. Other land reclamation contractors were, presumably, able to make from 10 to 15 per cent profit on contracts. The total figure for Farrell's contract was £24,175 of which 10 per cent would have been £2,417 and 15 per cent £3,625. It is, of course, in the highest degree improbable that any other contractor had to operate under the disadvantages which beset Farrell in the way of an inflated load of debt and constant dunning by creditors, interference with O'Sullivan amounting in fact to a lack of working capital degenerating into chronic shortage of money. The fact that he made no more profit than I think, he attributed to his negligence rather than to any negligence or carelessness in the discharge of his duties as manager. I am not in a position to assess any other than nominal damages over and above as I cannot satisfactorily myself that any other loss or damage has been shown to result from any negligence alleged in the Statement of Claim.

Should have Supervised

He left the management of the equipment and field work to Kennedy entirely and without supervision. I think he should have exercised some supervision. His failure to supervise him was such that when Kennedy went back to driving his bus and left the effective management of the field work to the foreman, Linnane...

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BALLYDUFF

NOTES

G.A.A. Our juniors field out in the football championship against Geraldines on Friday at 8 p.m., at Cappoquin. Ballyduff will be strengthened by some newcomers, but can't take any chances against a resolute Aglish second-string.

ORDINATION Rev. Fr. John Barry, son of Michael and Mrs. Barry, Shean, Ballyduff, was raised to the priesthood, by His Grace, Most Rev. Dr. McQuaid, Archbishop of Dublin and Primate of Ireland. The ordination, which took place in All-Hallows College, on Sunday last, was witnessed by relatives of the young priest and by close friends from Ballyduff, now resident in Dublin.

Rev. Fr. Barry celebrated his first Holy Mass in St. Michael's Church, Ballyduff, last and was assisted by Rev. Fr. Dunphy, P.P., Ballyduff. He then bestowed his blessing on each member of the huge congregation present. After having received innumerable congratulatory messages and good wishes, Rev. Fr. Barry, C.C., Conna. Co. Cork, attended the Mass but owing to parental duties had to absent himself from the reception, which was held in the Royal Hotel, Fermoy. He carried the congratulations of the clergy and people of the new priest's native parish.

Rev. Fr. Dunphy, speaking on behalf of all the guests at the reception, bestowed them of the great dignity of the priesthood. There was no higher calling for man, he said. He congratulated Rev. Fr. Barry on becoming one of God's anointed. He also congratulated his parents, who must be overjoyed at having seen the second priest in their family.

Rev. Fr. Patrick Barry, brother to the newly ordained priest and at present being on holidays from Africa, thanked all the guests for their presence at the function and also praised the staff of the hotel.

Rev. Fr. John, when replying to the toast, thanked Rev. Fr. Barry for giving him the wonderful gift of a vocation: "By the grace of God I am what I am—a Priest forever."

He next thanked his parents who, under God, gave him the vocation and himself to see his happy day. He was deeply grateful to Very Rev. Fr. Dunphy for all his kindness and would be ever mindful in his prayers of all who helped him to become a priest and especially of his early teacher, Mrs. W. Downing.

Mr. M. Feeley, N.T., brought congratulations and best wishes from the staff and pupils of the school, and from the Ballyduff G.A.A. club, of which both Fr. John and Fr. Pat are prominent members.

"Glory and power may come and go. Kings and their crowns may be woe. But a priest is a priest forever."

CARNIVAL ARRANGEMENTS Arrangements are well-nigh completed for our annual Carnival, which opens on Sunday evening next. It will be continued on Tuesday, Wednesday and Friday and Sunday nights of each week up to July 31st.

It should prove the best carnival ever as we have something to suit all tastes. For the junior hurling tournament we have Shamrocks, Kesh, Araglen, Fermoy. Nine teams will make up the seven-a-side football competition. They are: Geraldines (2), Cappoquin, Ballyduff, Araglen, Cappoquin, Castletownroche (2) and Mitchelstown.

There will also be sports, road and field races, cross-country, novelty races, drag-hunt and donkey derby, etc. Our special field attraction will be the meeting of Ballyduff Rangers and Fermoy in a grand senior football match on Wednesday June 24th, at 8 p.m. Lovers of football cannot miss this great game. Tickets have qualified for the Frelan Cup while Fermoy have qualified for the semi-final of the Cork County Championships. Cappoquin Pipe Band will open the carnival and will attend on special night afterwards. Each night we will have amplification and recordings.

In St. Michael's Hall there will be modern dances on each of the three evening nights. We will also have live cells and an air-folk dance.

Letter of Sympathy—Roy and Anna Snowman, Allington, Mass.

Late Mrs. Hannah Ryan

Moonbeam, Old Parish

Mass cards were received from: her loving husband James; her loving son, Jimmie; her loving son, Owen; her loving daughter-in-law, Rita and grandson Eugene, sister and brother; Kitty, Pats and Kathleen, Kerry; sister Peggy and brother-in-law John, Clonsilla; sister Bridie and family, Boston; brother Timmy and family; nephew Peter and family; Aunt Della and Kitty, Cambridge, Mass.; Tommy Ryan, brother-in-law; Ellie Meahan, sister-in-law and family; Boston; brother-in-law and family, Ballylennon; Mr. and Mrs. Roche, Wexford; Bertie Leary and family, Toor; Maureen, Jimmie and baby, Toor; Maureen and Mossie, Kiely's Cross; Tessie Bate and family, Ballylennon; Mr. and Mrs. Jones and family, Brighthelm; Frank and Eileen and family, Seraha; Michael and Sally, Kiely's Cross; Mike and Ann, do; Mrs. Annie French and family, Moonbeam; and Sheila Flavin, Chrifree; Dage French and family, Reengulle; the Morrissey family, do; Jim and B. Allen, Gerdane; the Mahon family, do; Kiely's Cross; Tommy and Robert Cray, do; James and Teresa Casey, do; Power family, do; Margaret O'Brien, Gralagh; John Noel and Michael, do; Ellie Annim, Pully; Michael and Paddy Joe Mahoney, do; John B. Dower and family, Carrigrohane; Mrs. Ellie Mahon and family, Rusheen; Kathleen, Willie and Michael Ryan, Seraha; Jim Burke and family, King's Cross; Meahan, do; Kelly and Greta Walsh and family, King's Cross; P. and O. O. Moran, Ros; Muintir Mitchelton, do; the Draper family, do; Ned and Hannah and M. Ballyduff; John Bateman, do; Patrick Tobin, do; Daniel and Mary Condon, do; the Kelly family, Ballinacorney; Tommy and May Hogan, Pully; the Power family, Roskern; Charlie and Peg Mansfield, Ballinacorney; the Sullivan family, Clonsilla; Patrick and Mrs. P. Ryan, do; Mrs. Mary and Mrs. Sarah, Old Parish; Con and Post O'Connor, Newtown; the Flynn family, Ballymacart; Mrs. E. O'Leary, Toor; Mulcahy family, Ballylennon; Morrissey family, do; and Kitty and Mrs. O'Connell, do; Mrs. Morissey, Ballinacorney; Mardella and Nicholas O'Donnell, Clashmore; O'Keefe family, Kishersera; H. Cullen, Araglen; Kitty and Regan, Clonsilla; P.O. Joe Lowry, P.O.; the O'Connell family, Post Office; Teresa and Betty and Bernie, P.O.; Tom and Joan Whelan, do; Rose and Margaret Casey, do; Alice O'Flynn and family, do; the Spurrey, Thomas Curran, do; P. C. Kinneon and family, do; Billy and Mary de Grath, Dungarvan; Eddie and Kitty O'Connor and family, do; A. Moloney and his, do; Rita Ronayne, do; Mrs. Dalton and family, Abbeyside; the Conington family, Church St., Toor; and Kitty Don, Shandon; Billy Quinn and family, Thomas' Cross; Matt and Mary Begley, Friday St.; T. Duggan and family, King St.; the Mulcahy family, New Line; Teresa Walsh, Stradbally; Broderick family, Cappoquin; John and Noelle Barry, do; Maurice and Stella Crotty, Toor; the Kett family, Wexford; Catherine Hegarty, do; Cork; Peggy and Tomer, do; Boston; Mrs. Nora G. Brady, do; Josephine French, New York; Mr. and Mrs. Bernard Power, do; Frank, Peg and family, Taunton; Ted and Jude Walsh, England; Mr. and Mrs. G. Boyle and family, Clonsilla; Joseph M. Slattery, Landon.

Dee family, Toor; Roy and Anna Snowman, Allington, Mass. Telegrams were received from: M. K. Roche, Wexford; Tom and Frank, Rosworthy; Tommy and John and Ciss Maud, Clonsilla.

Letters of sympathy were received from: sister Jessie, Toor; sister Peg, Clonsilla; sister Mary Ellen, Boston; sister Mary Kerry, brother Eamonn, Paddy and nephew, Peter, do; Sister St. Paul, Convent of Mercy, Dungarvan; Sister M. Jean, Holy Rosary Convent, New Ross; Ken and Jennifer, do; Braddy, do; Mrs. E. Morissey and Nancy Kerry; Gerry Boyd, Clonsilla; Catherine Hegarty, Cork; Jack Devine, London; Jack, Maureen and Jim, Yorkville; John O'Brien and family, Kerry; Delia and Kitty, Cambridge, Mass.

Letter of Sympathy—Roy and Anna Snowman, Allington, Mass.

TOOR HOLE WELL

A large amount of the patient in Cashed Hospital which it is hoped to be completed for the central Mass. Friday, 21st July, at 12.00.

Miss Motoney, who is patient in Cashed Hospital, using Holy Water from St. John's Well, made a recovery and is now at home, cured, in a few days.

THIS IS THE All Sunday to ef Special Cle S ALL LADIE AND BLA Hundreds of Underwear...

OF Agriculture P Everything