

# Ramsey's Waterford Chronicle.

No. 11,962.

THURSDAY, SEPTEMBER 5, 1816.

PRICE FIVE PENCE.

## CORK COUNTY COURT.

TUESDAY, AUGUST 27.

The Rev. Freeman Wallis Crofts, v. the Rev. John England.

This was an action for a Libel published in the Cork Mercantile Chronicle, of which Paper the Defendant is and has been the registered Proprietor. The trial came on before Mr. Sergeant Johnson and a Special Jury, and it occupied nearly the whole of the day.

The following Gentlemen composed the Jury: William Henry Worth Newenham, of Coolmore, Esq.; Samuel Swete, of Grenville, Esq.; Arthur Dransh Bernard, of Palace Ann, Esq.; William Doherty, of Curryglass, Esq.; Thomas Dault, of Falmes, Esq.; John Freke, of Baltimore, Esq.; Robert Martin, of Tullygreen, Esq.; Monifford Westrop, of Bride Park, Esq.; Samuel Westrop, of White Hill, Esq.; John Trevelyan, of Helgrove, Esq.; Wallis Adams, of Kiluree, Esq.; Mackeyne Atock, of Rough Grove, Esq.

Mr. Warren opened the Pleadings. The Declaration contained ten counts, and the Plaintiff's damages were laid at £1000. The Defendant pleaded the general issue.

Mr. Gould stated the Plaintiff's case. He said that he was Counsel for the Plaintiff, a Clergyman of the Established Church, on whose behalf he had to complain of a Publication which had been inserted in that Paper called *The Cork Mercantile Chronicle*, published in this City, reflecting upon the character and conduct of his client in gross and unjustifiable terms. The Publication appeared in the number of that Paper published on the first of April last, and of which Paper Mr. England, the Defendant, was the Proprietor, he, Mr. England, being a Roman Catholic Clergyman. There certainly was, Mr. Gould observed, something peculiarly novel in a Clergyman of the case. It was a novel thing to see a Clergyman of the Established Church compelled to appeal to the laws of his Country to obtain redress against a Clergyman of the Roman Catholic Church, for a wanton and cruel aspersion of his character. There was something more in the case, in reference to its novelty. It surely was quite unprecedented to find a Roman Catholic Clergyman at the head of a public Newspaper; and it was no less surprising that that Gentleman had felt himself justified by the canons, discipline, and principles of that Church, to become the Proprietor of a Political Paper, dealing out his doses on all public subjects and concerns, and his antipathies to private as well as public character. One would have hoped, that a Clergyman of the Catholic Church would have known that he had duties of a more sacred order, and of a higher destination, to perform, than to engage in political controversy, and to become the slanderer of private character.

Whether he so acted with the sanction, or with the leave, of the higher powers of his Church, Mr. Gould said, he could not say, nor would he stop to inquire—suffice it, that the Defendant was the legal Proprietor of the Newspaper in question. It was extremely lamentable that, in these times, occasion was had so often and so repeatedly to complain of the licentiousness of the Press. It had worked itself, as it were, into the very essence of our system; and whether it speculated in political events, or in domestic concerns—whether it was established for the purposes of gain, or to redress poverty from the evils attending it—whatever were its objects, the Press at this day had become, he may say, a staple manufacture of the Country. Mr. Gould said, that after a detail of the facts of the case, which were short and simple, the Publication and the innuendoes would be proved by Gentlemen of the first character and respectability, and when the Jury would come to decide upon the question, they would find the Libel to be one of the most cruel, bitter, and grievous publications that the malignity of one man could well devise to destroy the happiness and asperse the character of another. The Plaintiff and his Father were both Clergymen of the Established Church. The Father, in the year 1798, took from Lord Arden the lands of Granard Island, at the yearly rent of £80, which lands he demised for his own term to one Michael Byrne, at a profit rent of £30 10s. 6d. The Plaintiff's family were well known to most of the Jury; they lived at Churchtown, in the neighbourhood of Charleville, in this County, for a number of years, and had always borne and sustained a fair and an irreproachable character; and never, until the publication of the Libel in question, did the breath of calumny dare to assail that character. Byrne, the tenant of the elder Mr. C, was in the best of times a troublesome tenant, and it would appear that, even at the period when the produce of the soil made every little farmer rich, and that he had a good interest in the farm, Byrne was by no means a punctual tenant, and such large arrears of rent to accrue due to his landlord. In order to put the Jury in possession of the facts which must have given rise to the publication of the Libel, Mr. Gould begged to read what was contained in the first count of the declaration, as those facts would afterwards be proved. The declaration stated, that the Plaintiff's father was entitled to the lands in question of which he had, in March, 1815, an unexpired term of two years, and that before the publication of the Libel, one Michael Byrne was entitled to the possession of the lands for a like term; that the Plaintiff's father, from ill health, being unable to attend to the collection of his rents, that duty devolved on the Plaintiff, who, having been informed that the tenant intended fraudulently to remove his stock off the lands, to avoid paying his rent, in the month of January

last, distrained Byrne for an arrear of rent to the due, as also for the half year's rent due the September preceding, and he placed keepers on his house, at the same time acquainting Byrne, that he did so, having had of his intention of removing his cattle, and obliging to give up the distress, upon the tenant's giving security that the cattle would not be removed or taken away. The declaration further stated, that "a part of the distress having been subsequently about to be put up to sale, a person on the part of the tenant requested the sale would be postponed for a day, which was accordingly complied with, and, on the 31st of January, when a part of the goods were about to be sold, and a Mr. George Crofts having attended at the place of sale, he repeated, that the Plaintiff's object was not to proceed to a sale, provided security would be given for the non-removal of the cattle, and one James Walsh having agreed to become security that the cattle should be forthcoming, he was called on to pass his note, with that view, upon which no proceeding would be taken, except in the event of the removal of the distress, and Walsh having declined this, and merely proposing his word as the guarantee, the distress was sold and the rent paid." These facts were set out at length in the first count of the declaration, because it was considered right that this statement should stand for ever recorded amongst the records of the Court, and that the Verdict in this case should be found on a full knowledge of the entire circumstances which gave rise to the Libel in question. This mode of proceeding was adopted as the best calculated to bring the question fully and fairly before the Court and Jury. It was upon a full investigation of the entire transaction that the Plaintiff expected his character would be redeemed from the odium heaped upon it, and it was by challenging his Libeller to disprove this statement, he sought inquiry into his conduct, and best satisfied his own feelings. The Plaintiff was also particularly solicitous, that the mind of Lord Arden, under whom, as well as under his Lordship's ancestors, he and his family had from generation to generation held lands, should be dissuaded and set right, as to the charges of oppression and tyranny contained in the Libel; and it was with these views, as well as to enable the Libeller to plead a justification, if he dared, of this abominable and atrocious Libel, that the real state of the case was put upon the record. By Law, a Defendant in an Action for Libel had a right to shew, that what he had written was true, and not malicious, and by pleading a justification, he could go into evidence for that purpose, in which, if he succeeded, he must have a verdict. In the present case, the Defendant was challenged to prove the truth of the Libel, but he dared not put it on the record. How far the minds of the lower orders of the country had been distracted and maddened, and how far they had been alienated from the blessed Constitution of the Realm, by being told of oppression and tyranny which never had existence, Mr. Gould could not say; or how far such an effect was produced, or likely to be produced, by the writings of political incendiaries, was not then the question; but sure he was, that the Publication of which his client complained had a political drift of the most dangerous and injurious tendency; and, in endeavouring to prostrate the character and fortunes of the Plaintiff, the Defendant would have, by this line of publication, broken a number of those relations, upon the preservation of which the peace and good order of the Country so much depended. From this description of publication, much more mischief than the mere libelling an individual caused—a dangerous example was set to the ill-disposed, the peace of society was considerably endangered, disorder might be the consequence of a total disregard to the laws, and in the general conflagration, God only knew who would be the gainers; it was easy to judge who would be the sufferers.

The Plaintiff in this action, it would appear, was the agent of his father, who could not, owing to infirmity and ill health, attend to his affairs; and the Plaintiff having got information that Byrne, the tenant he had before named, intended to remove his goods clandestinely off the farm, to evade paying his rent, and also abandon the farm in depreciated times—thus approving of Byrne's dishonest intentions, Mr. Crofts thought he owed it to himself, and to his father, to defeat the project, and by an ordinary bid (what he was fully warranted by law in doing) to distrain Byrne's stock and cattle, then being then due a balance of the March gale, as well as the whole of the September gale, and he was aware that in another month a 3d half year's rent would be due. It was that right to distrain, given to every landlord by the common law of the land, that an atrocious innuendo would endeavour to convert into the medium of attack and slander; and doing so, would attempt to cast odium, not only on the individual exercising that right, but also on the law itself. He was a Libeller of the Constitution; and, wishing to be another Solomon, he would make laws, which it would be right only to observe; and no man should dare to exercise any right which the law of the Country gave him, except under terror of being published in the Defendant's Newspaper, and held up to odium and aspersions.

The real history of the transaction, on which the Libel was founded, was set out upon the records—the situation of the parties, the measure of rent due, the indulgence given, the abuse of it, the distress for the rent, the postponement of the sale at the instance of Byrne, and the ultimate sale. Thus the facts had been put upon the record, and the Defendant was challenged to a justification. The Libel contained a charge of selling the potatoes of the tenant; this it would

appear, was done at the particular instance of Byrne himself, for, after the sale of the stock, a balance of the rent still remained due, to satisfy which something must be sold, and Mr. Crofts's steward having asked Byrne what he wished to have sold for this purpose, he directed the potatoes to be put up for sale, in preference to any part of his other effects, and a few barrels of them were accordingly sold. The Jury would perceive, that Mr. Crofts did not ask security for his rent; no such thing; he only required security for Byrne's honesty, and that the cattle should not be clandestinely removed off the lands. The law then took its course—the distress was made and sold, and the rent paid. He would ask the Jury, was not this an ordinary transaction? He said he knew that he was addressing twelve landlords, and he would ask them, was there any thing unusual, oppressive, or extraordinary, in the occurrence? Were they to be held up to public odium for exercising their common right? Would every tenant, who was unwilling to pay his rent, and whose cattle were sold for payment of his rent, be justified in going to an Editor of a public Print, and tell him, that a cruel and grievous act of oppression had been practised upon him; and if the Editor is to take such a representation as truth, and publish it to the world, where was the safety of any landlord in this Country? It was downright, absolute tyranny of the Press. It was enough to make any man afraid. If the Press went beyond its fair and legitimate duties, and, possessing no mercies, no charities, no humanity, dealt out its slander upon every individual, without feeling or consideration, it was no longer entitled to our regard and veneration—it was an impudent and an outrageous violation of the Liberty of the Press. The Jury would say, that individual character, individual property, or individual fortunes, were not fair subjects for the criticism of every Newspaper Editor; and that individual happiness, or the comfort of domestic life, should not be broken in upon, and exhibited in an odious point of view to the Public.

The Publication in question, Mr. Gould contended, had a direct tendency to hold up the Plaintiff to public scorn and contempt—it was headed, "Commiseration of a Landlord"—and he would beg to call the attention of the Jury to the Libel, which he read, and which we copy:—

### COMMISERATION OF A LANDLORD.

"Whilst we feel gratified in recording the many concessions made in these calamitous times, by landlords, to their distressed tenants, we cannot refrain, however painful the task, from the statement of an instance of an opposite nature, which our public duty compels us to notice.

"Within the last month, a poor tenant, not more than twenty miles distant from this city, had keepers placed upon him by his landlord for an arrear of rent, amounting to about five pounds. The tenant, unable to pay, shared, as an Irishman always will, his dry potatoes with the persons sent to prevent the removal of his little stock. The day of sale arrived—the landlord came upon the premises—the stock and furniture were set up and knocked down, and still the produce did not suffice to pay the arrears and costs. His little stock of provisions was sold, even to the last bushel of potatoes. The wife of the tenant, surrounded by twelve crying children, ran, in a distracted manner, from her dismantled and dreary dwelling; the heart of the landlord could not resist the impression which such a scene was calculated to create; human feeling was not as yet dead within him; he turned from these miserable objects, and declared, that 'upon his Honour, it was a pity that half of them were not shot!'"

and he departed, lest the delicacy of his nerves should not be able to withstand the impressions. Was all this done for the Five Pounds? No, reader, it was not! It was done for recovering the land. It is an exhibition of one minor transaction of that extensive system which has been the bane of Ireland. The landlord has but a residue of two years' interest in this ground, and the tenant had a demise for that period. The head landlord was known to be a Nobleman who had determined to give a preference to the occupying tenant, and therefore the under-landlord, or middleman, as he is called, was anxious to have the land in his possession, and it was not for the Five Pounds that the distress was levied, but for the purpose of driving the occupant from the land. But whether was he to be driven? Or, to whom was he to look for assistance? We cannot answer these questions. This is one great cause, which has driven the unhappy Peasantry of Ireland to desperation. The Owners of the Estates are absenters, the Middlemen and the Agents are generally good friends, and the name of the Occupier is not on the tenant's exclamation to the Lord paramount; or if by chance his name should be mentioned, he is, as we have known to be the case in one very extensive estate in this County, not long since out of lease, returned as a Labourer, or a Cottager—and thus expelled from their dwellings, driven from their homes, vagrants through the country—contemned, and rendered penniless and hopeless—these unhappy persons enter into combinations, which civilized society cannot tolerate, and most punish. But whilst we acknowledge the necessity of preserving order, let us shed a tear over the victim, and cherish the hope that the day may not be distant when the poor Irish Slave may be protected by his Landlord, and be allowed a safe participation of the blessings with which Heaven rewards his toil.

In the case before us, a remedy has been, we trust, found, because the Agent of the Nobleman upon whose estate this occurrence took place was a man of humanity, and has interested himself on behalf of the wretched Family. He has certified the statement of the poor man, who, by the contributions of his neighbours, has been enabled to proceed to London, to look for a renewal of his lease from the Noble Lord, and to have very little doubt that his prayer will be granted. We regret to say, that the mesne Landlord is a Clergyman. How unlike other Reverend Gentlemen, whose humanity we had occasion to applaud! They say he expects to be shortly decorated with the Magisterial mantle. Want of spare prevents our entering more at large upon this subject at present."

Could any man, asked Mr. Gould, read this Publication, without seeing that its object was to make the mesne Landlord hated and detested in the country? So much so, that no tenant, if the statement were true, ought to take from or hold under him a single acre of ground. It was in truth gibbering the Plaintiff to public estimation, and exhibiting him to the world as a monster destitute of honour, morality, feeling, or humanity. It was telling the Public, that the Plaintiff had the cruelty and the barbarity to say to the little children of Byrne, that one-half of them ought to be shot. This could only be the manufacturing of some desperate, wicked fiend, done with the view not only of despoiling the Plaintiff of the property he held under Lord Arden, but also of wounding his feelings, and making him miserable for the rest of his life. Could Mr. Crofts sit down content, and not notice this attack upon his character? Many minute facts mentioned in the Libel had occurred, and this only the more combined to mark him out as the person libelled and aspersed. The Plaintiff in this action did not know the Defendant, and of course had no enmity to him; nor could the Defendant, he was willing to admit, have possibly entertained any enmity to the Plaintiff, of whom also he had no knowledge; and therefore the Plaintiff thought it impossible that the Libel could have been the Defendant's production. When he first saw it, he said it was the effect of a villainous conspiracy entered into for his ruin, and he therefore sent two gentlemen, his friends, Mr. Crofts and Mr. Bruce, to Mr. England, requiring that he would give up the Author of this nefarious Publication. Upon this occasion did the Defendant say it was not the Plaintiff that was meant in the publication? No; he (Mr. Gould) would give him credit when he deserved it; Mr. England declared, that if the statement were untrue, it was a gross Libel; and, upon being asked for the Author, replied, that he was in the habit of receiving communications from the country from many correspondents, and he could not give up the Author without consulting him. The Defendant was called on to give up the Author, and that, if he did so, he would not be held responsible for the Libel. Let him do so, at this stage of the proceedings, and the Plaintiff would consent to receive a verdict for sixpence as against the Defendant. Would the Defendant refuse that offer? Could any body suppose, that Mr. England entertained antipathy to the Plaintiff, whom he had never seen? Why not then give up the Author of the Libel? If the Defendant had been imposed upon by, and had listened to, a base fabricator and slanderer, and that his Paper had, in consequence of such imposition, depicted the Plaintiff as a monster of iniquity, and that he refused to give up the Author, could any man say that he deserved the sympathy of a Jury? If the statement charged against the Plaintiff was true, he was unworthily the character of a Gentleman, and was a disgrace to the profession of which he was a member; and if he were convicted of those charges, he should no longer be allowed to pollute the Church by officiating as a Clergyman. He therefore defied, may challenge the Author of the Libel, and if Mr. England did not give him up, he was the author and abettor of his iniquity, and must abide the consequences. This was a question, where the Press had encroached upon and aspersed private character; and it was only to be lamented, that the Liberty of the Press, that glorious privilege of us all, should ever be protruded by breaking in upon the privacy of domestic happiness, and holding up private character to odium and detraction. Mr. Gould concluded a very eloquent address, by observing, that the Jury were called upon to give the Plaintiff the only reparation in the power of a human tribunal to grant, for wounded honesty, wounded integrity, and wounded feelings.

By order of the Directors General, HENRY R. PAINE, Assistant Secretary.

THE BRILLIANT PORTABLE BLACKING.

THIS BLACKING requires only to be tried to prove its superiority for Brillancy of Polish, Perfection in its application, and its softening quality for the Leathers; and with confidence presented to the Public, as meriting in the highest degree the above Character, though but Half the Price of that imported from England in Jars.

JOHN McKENNY, NEWBY: Sold also by the following respectable Persons, many of whom bring Boot-makers of the first note, not only use it for finishing their Work, but recommend it to their Customers as a superior Article, viz. Liverpool—Messrs. Grady and Moss, Bootmakers to the Duke of Gloucester. Waterford—Mr. Blene, Quay; Mr. Bull, ditto; Mr. McGregg, ditto; Mr. Denny, ditto; Mr. Bull, Mall. Limerick—Mr. McDonnell, George-street; Mr. Tracy, ditto; Mr. Hyam, ditto. Cork—Mr. Denade, Patrick-street; Mr. Bolster, ditto; Mr. Guffin, George-street; Mr. Byrne, ditto; Mr. Oskahot, North Main-street; Mr. Ferguson, Grand Parade; Mr. Cox, Paul-street. Dublin—Mr. Dugdale, Dame-street; Mr. Keene, College-street; Mr. Williams, Parliament-street; Mr. Le Pen, ditto; Mr. Kempson, Sackville-street; Mr. Jones, Great George-street; Mr. Kelly, ditto; Mr. Parker, St. James-street; Mr. Deal, ditto; Mr. Kelly, ditto; Messrs. Goslin and Healy, Grafton-street; Mr. Ellis, ditto; Mr. Nolan, Suffolk-street.

AND TO BE HAD, AT JOHN BULL'S, and ARTHUR BULL'S, Chronicle-Office, McKENNY'S DURABLE MARKING INK (See p. 11, 8d. per Bottle), which on trial will be found far superior to any thing of the kind ever offered to the Public.

### NAVIGATION-OFFICE.

23D AUGUST, 1816.

In pursuance of the Provisions contained in an Act passed in the last Session of Parliament, entitled, "An Act for the Improvement of the Port of Waterford, and for other purposes relating thereto," the Directors General of Inland Navigation give this Public Notice, that they are ready to receive PROPOSALS for SINKING a CHANNEL, to the Depth of SEVEN FEET UNDER LOW WATER ORDINARY SPRING TIDES, through the SHALLOWS in that part of the River Suir called the FORD, about Two Miles below the City of Waterford, according to a Plan and Section which may be seen at this Office, and conformably to the following Specification:—

First, a Channel of Fifty Feet in Breadth to be sunk through the Center of the Upper and Lower Shallows, to the Depth above mentioned, after which the Remainder of the Width required shall be sunk to a similar Depth.

So much of the Excavation of the Upper Shallow as may be wanting for the proposed Pier, described on the Plan, shall be applied to that purpose, and the remainder discharged into the Deep Water of the King's Channel, near the Mauns Back. The Stuff taken out of the Lower Shallow to be discharged into the Deep Water below Belvedere.

The Work to be proposed for by the Cube Yard, required in the Excavation; but no allowance whatever to be made for Extra Depth or Width, beyond what is marked on the Plan, which may be seen at the Navigation-Office.

DRIVE BOATS and MACHINERY to be furnished and kept in repair by the Directors General of Inland Navigation; but the Contractors must provide themselves with PLANKS, BARRIERS, and all other necessary UTENSILS, and give sufficient Security for executing the Work in a correct and proper manner, according to the Directions of the Board's Officers.

Proposals will be received until the 17th of September next.

By order of the Directors General, HENRY R. PAINE, Assistant Secretary.

WATERFORD MARKET PRICES—SEPT. 4.

Butter, first quality	98	00	00
second	00	00	00
third	00	00	00
Yellow rendered	00	00	00
Lard, best	00	00	00
second	00	00	00
third	00	00	00
Peas, mixed	00	00	00
second	00	00	00
third	00	00	00
Beef, salted	00	00	00
second	00	00	00
third	00	00	00
Pork, salted	00	00	00
second	00	00	00
third	00	00	00
Oatmeal	14	00	15
Flour, first quality	00	00	00
second	00	00	00
third	00	00	00
fourth	00	00	00
Wheat	16	00	18
second	13	00	16
third	11	00	14
Barley, malted	12	00	14
second	11	00	13
third	10	00	12
Cow, Whitehead	00	00	00
Newspaper	00	00	00
second	00	00	00
third	00	00	00
Yellow, rough	00	00	00
second	00	00	00
third	00	00	00
By weight, by measure	00	00	00
Beef	00	00	00
second	00	00	00
third	00	00	00
Pork	00	00	00
second	00	00	00
third	00	00	00
Fresh Butter	00	00	00

Corn Returns for the Week ending on Saturday last.

0 Barrel Wheat	20	00	00
100 —— Oats	0	15	00
60 —— Barley	0	11	00

PIM & PENROSE NEVINS OFFER FOR SALE, 20 Pipes Spanish Red Wine, 5 Puncheons Jamaica Rum, 30 Puncheons Old Cork Whiskey, 30 Pipes Cider, 20 Hogsheads Vinegar, 25 Tons of Sweet and Bitter Almonds, 15 Tons Tallow, 20 Tons New Oak Bark, 800 French Burr Stones, One Hundred Thousand Prime Philadelphia and New York Barrel and Hoghead Staves, Which they will dispose of on moderate Terms. Waterford, August 24, 1816.

TO BE SOLD, FOR EVER, FOR PAYMENT OF DEBTS. THE HOUSE and DEMESNE of BISHOP'S HALL, in the County of Kilkenny, situate within 5 Miles of Waterford, containing 145 Acres, subject to the small chief Rent of 15s. 3d. per Acre. Also, Part of the LANDS of BELLEVILLE and GAULTOWN, adjoining the Demesne, both held for Lives renewable for Ever, containing 17 Acres. The House is new, roomy, and elegant, and the quality of the Ground is too well known to require comment.—There is a quantity of FIBBER and a most excellent LIME-STONE QUARRY on the Lands, within One Mile of Water Carriage. Application to be made, in writing, to RICHARD BLACKMORE, and STEPHEN BLACKMORE, Esqrs. Bishop's-Hall—or to Dr. POULIS and PETER WALSH, jun. Esq. Waterford, August 29, 1816.

### CORK COUNTY COURT.

TUESDAY, AUGUST 27.

The Rev. Freeman Wallis Crofts, v. the Rev. John England.

[CONTINUED FROM OUR LAST.]

Willes George Crofts, Esq. sworn, and examined by Mr. Lloyd.—He resides in the Plaintiff's neighbourhood, who is a Clergyman, and whom he knew intimately. Plaintiff's father is advanced in life, and in very delicate health; the management of his affairs and receipt of his rents devolved on Plaintiff. Plaintiff's father is tenant to Lord Arden, for Granard Island, and Michael Byrne held those lands under old Mr. Crofts.—Plaintiff's residence is by the long road 21 miles, and by a short way 29 miles from Cork. The term in the lands, both of Crofts and his tenant, which was substantially the same, they paying their rents on different gale days, was about to determine. Witness saw Byrne after application was made to him for his rent, and he had frequently conversations with him. Understood that four or five pounds of the March, and the whole of the September rent (£27 or £28), were due by Byrne in January last. Witness was not present when Byrne's goods were distrained, but knows that his goods were under distress. Was present when the proposal was made, on behalf of the Plaintiff, to Byrne, in general terms, to give up the stock upon his getting security against the removal of the property off the lands; this offer was made by witness to one Walsh, a friend of Byrne's, who had interfered. On the day first appointed for the sale, it was postponed, at the instance of Walsh, until the next day. Two offers were made Walsh; one, that he should pass his note for the rent, witness guaranteeing him (Walsh) against the consequences of the note, in case Byrne did not remove his stock; the other offer was, that Walsh should take possession of Byrne's farm and stock, and manage it for Byrne, and in that case Walsh should not be called upon for any rent, till the first of November following. Walsh did not agree to these offers; but he offered to pass his word, which he said might be depended upon, that the cattle would not be removed. This was not sufficient, and Plaintiff and witness therefore objected to it. Upon Walsh's declining the offers made him, the distress was sold. Witness next proved, that the Publication attested to the Plaintiff, speaking of the mesne landlord, inasmuch as that his Father did not act in the transaction at all, nor did he take any concern in it, he being totally unable to attend to business. Mr. Crofts next supported the different other innuendoes, by proving that he read the Publication to apply to the Plaintiff, from every circumstance contained in it. He also swore, that he heard others in the Plaintiff's neighbourhood speak of the Publication, and that they applied it to him. He further said, that he had a conversation with Defendant, on the subject of this Libel, at his Office in Cork. When he bought the Paper, he inquired for the Proprietor, and Defendant was introduced to him. Witness shewed him the paragraph in question, and he recollected it perfectly; witness said it alluded to a friend of his, and that it was utterly false; and Mr. England replied, that it was false, and was an infamous Libel, or words to that substance. Witness offered to prove that it was false, as he had a general knowledge of the transaction, provided the Defendant would give up the name of the Author. Defendant evaded himself, under pretence

that, as he had several correspondents in the country, he could not give the communication or the name of any, without consulting the person; and added, that, after he would communicate with the Author, he would write to witness, which might be about a fortnight. Witness further said, that if the immediate Author appeared also to have been imposed upon, he would undertake to free him also from responsibility, and so on *ad infinitum*, until he would come to the original fabricator. He had no communication from the Defendant since on the subject.

Cross-examined by Mr. Quin.—Is aware that it is essential in the case, that the Person meant in the Publication should be designated. The middle landlord to the premises is old Mr. Crofts, and Byrne was his tenant. Plaintiff is the agent of his father; he was acting for the landlord. This is an action brought for injury done Plaintiff as a landlord, who in fact was not a landlord to the lands in question. The Publication bears date the first of April last; the distraining was made on the 12th of January preceding. He was not present when the goods were originally distrained, but saw them under distress; understood that Byrne's cattle had been distrained before January; heard that a distress was made in November; which he believed was for the rent of the March preceding, and that his cattle were then put into pound, and that rent was paid to within four or five pounds; did not hear how long the cattle were in pound. Upon the sale of the cattle, after the distress in January, some of the cattle had been bought up for the Plaintiff, and the greater part for witness. Plaintiff's father's Steward acted as Auctioneer, and witness heard there were Auctioneer's fees charged against Byrne; but can't tell how much. Byrne made no application to witness to purchase back the cattle, nor to Plaintiff, as he heard; the stock alone brought £20 at the sale; and, after payment of this sum, there remained a balance due of £12 or £13 of Byrne. Believes no part of that balance was paid in money by Byrne. Heard that keepers were put on Byrne's house, and that his property had been seized for the balance so due; cannot tell when the keepers were put, but believes it was the same day that the cattle had been sold. The keepers were put on Byrne's potatoes, furniture, dung, and possibly on every thing in and about his house. Believes his potatoes were sold; cannot say as to the dung, but he understood that, by the sale of some of Byrne's effects, the balance had been paid. Was not present when the third distress was made. Byrne had 12 or 13 children; his wife and children were present; the children were affected. Does not recollect any expression having been made to the children. Thinks the children, in appearing to be affected, were acting. The children were of various ages, all infants; one or two of them young children; they appeared to be placed in a situation to excite the Plaintiff's compassion. Lord Arden allows a running gale to his tenants. At the period of the sale of Byrne's effects, the Plaintiff's father had not paid his own rent, nor was he called on for it. At the interview with the Defendant, he (Mr. England) said he did not know Plaintiff, and also that he was perfectly ignorant of the Person to whom the Publication alluded. Witness next proved the Plaintiff's receipts. He heard it generally asserted, that Lord Arden's disposition is to give a preference to occupying tenants. Crofts and Byrne's interest expired at the same time. Heard that Byrne applied to Lord Arden for a reversion of the farm. Never heard Plaintiff or his father express any wish against Byrne for making application to Lord Arden. Had only one interview with Defendant.

Examined again for Plaintiff.—The stock was sold in the town of Charleville. A horse and most of the stock were bought for witness, and he was considered to have bought them dear. Understood always before that Plaintiff gave the tenant a running gale. If the tenant removed his goods, Plaintiff's father would have to pay Lord Arden. Witness sold some of the articles bought for him at the sale, and made nothing of them. Witness gave his address to the Defendant. After witness bought the cattle, he offered them to Byrne at the price he purchased them, upon getting security at three months.

Rev. Jonathan Bruce sworn, and examined by Mr. Jackson.—Read the paragraph before. Resides near Charleville, about three miles from Plaintiff's residence, with whom he is acquainted. Heard conversation in the neighbourhood about the paragraph. Never saw the paragraph until two or three weeks; but heard conversation respecting it before the action was brought, and always heard it applied to the Plaintiff. Heard the evidence of Mr. Crofts, when he spoke of Walsh; witness was present when a conversation was had between Walsh and two of the Mr. Crofts; some of what witness heard was in his presence.

Cross-examined by Mr. Penrose.—Witness was not when Byrne's children were acting;

he and they are bad actors. Charleville is from 25 to 28 miles from Cork; Plaintiff lives six miles from that; Churchtown, Plaintiff's residence, is 23 or 24 miles from Cork. Witness never heard until this day the name of Byrne's farm. Heard, and has no doubt, the Publication referred to Plaintiff. Does not know that keepers were put by Plaintiff on Byrne's farm; but recollects that a larger arrear was demanded in his presence; don't believe Plaintiff put keepers on when less than £5 due; and don't believe him capable of putting on keepers for such an arrear. Would not think it right of any man, nor would it become a Clergyman or Gentleman to do so, unless he had a stronger motive for so doing. Witness did not apply the Publication to Plaintiff, because he knew he put keepers on for £12, but did so upon reading the whole together. He was shewn the Paper by Crofts or his Attorney. It was the coincidence of all the facts that made him apply the Publication to Plaintiff; the facts stated in the Publication, however, do not tally with the facts that exist, nor are there any names mentioned; neither is the name of Byrne's farm set out. If he had not heard rumours on the subject before he was told the Paper alluded to Plaintiff, he could not say any what his penetration may enable him to do.

Would not have applied the Publication to Plaintiff, if he had not heard general rumours in the neighbourhood on the subject. The Publication might have been applied to a man because it suited him.

Brudnell Plummer, Esq. sworn, and examined by Mr. Jackson.—Saw the Publication before this day; heard it generally reported in the country, that it alluded to Plaintiff; and heard so at the last Assizes, amongst a number of Gentlemen, some of whom were Plaintiff's friends or acquaintances. From the rumours only, which he heard, he applied the Publication to Plaintiff.

Cross-examined by Mr. O'Connell.—He had no knowledge of facts that would enable him to form a judgment as to the person to whom the Publication applied; as far as he knew, the persons whom he heard speak of the matter were Plaintiff's friends; he took no trouble to look out for the Paper himself.

Plaintiff's case here closed. Upon the Plaintiff's case being closed, Mr. Quin addressed the Jury on the part of the Defendant. He told them, that this was an action in which the Rev. Mr. Crofts sought to recover Damages for a written Libel, the substantial imputation contained in which was, that Defendant, the Proprietor of a public Print, represented the Plaintiff to the Public as a person capable of exercising, and as having actually exercised, cruelty and oppression to his tenant, a subject of the realm. This was an action, the Jury would keep in mind, and not an indictment, and they would take care not to confound the principle of their jurisdiction, for in this case they could only give the Plaintiff a verdict, as far as they conceived he was entitled to compensation in Damages. It was not to punish the Defendant the Jury should find a verdict, nor were they so much to be governed by his misdeeds—but it was to defend the character of the Plaintiff from Libel, and in the doing of which they would judge how far his character, comparing the Publication in question with the evidence of the Plaintiff himself, was at all injured, or aspersed, and whether the facts of the case would not have justified the Editor or Proprietor of a public Print in treating the subject with more freedom than had been done. The Defendant, Mr. England, was the Proprietor of the *Chronicle*, Mr. Quin said, in the way he would mention. Mr. Gould said, in stating the Plaintiff's case, that it was an unprecedented thing to see a Gentleman of the Defendant's function at the head of a public Print. It may be so—but he (Mr. Quin) would say, if benevolence he unprecedented, the situation of Mr. England was, in this respect, novel indeed. That Gentleman was the Proprietor of the Print, as the benevolent and disinterested Trustee of the unfortunate family of Haly, the original Printer and Proprietor, and it was merely with the view of upholding the fortunes and the sinking property of that family, and with no other view, or in no other character whatever, that Mr. England was induced to come forward, and expose himself to all the risks incident to his holding the Proprietorship of a Newspaper. It was only when no other man could be found to undertake this duty, that the Defendant, with a benevolence and a feeling which did him honour, consented to become the registered Proprietor of *The Cork Mercantile Chronicle*, and he (Mr. Quin) hardly thought that for this the Defendant deserved the harsh epithets bestowed on him by the Plaintiff's Counsel; nor could he believe that the novelty of his situation formed any reason why the Jury should be called on to give Damages in this action. This was not an action, the Jury must perceive, between individual and individual, touching ordinary defamation, but an action arising out of a certain Publication in a public Print, which the Plaintiff insisted

that, as he had several correspondents in

