





WATERFORD SUMMER ASSIZES.

The county grand jury assembled in their room about five o'clock, after a short adjournment, on Friday evening, and proceeded with the fiscal business.

COUNTY SURVEYOR'S REPORT. "GENTLEMEN.—The applications to be now brought under your notice are, for the greater part, for maintenance or repairs of roads, and may be considered renewals of former contracts. There are applications for repairs, which are of an ordinary character, and for the most part beneficial to the localities where they are situated.

The special works are, with few exceptions, in a forward state. The bridges in course of construction over the Finisk and Mahon rivers are well advanced—foundations of piers and abutments in all, and work up to level of springing of arches. The masonry in these bridges has been fully executed.

The maintenance contract and surface condition of roads under repair are, generally speaking, in good order.—I have the honor to be, gentlemen, your obedient servant.

CHARLES TARRANT, C.E., County Surveyor. County Surveyor's Office, Waterford, July 14, 1872.

The following presentments passed: COUNTY AT-LARGE. To keep in repair for seven years, the closets of the county court-house, Waterford—not to exceed £10 per annum. Tenders to be opened at the assizes. (Approved of at Dungarvan sessions).—Granted to Mr Blake at £9.

To the proprietors of the Waterford newspapers for advertising at the rate of £10 each year, pursuant to a resolution of the grand jury at spring assizes 1873.

To keep in repair for seven years, 1066 perches of the road from Waterford to Kilmacshannon, between the borough bounds at College-road and White's bridge at Butterstown; townlands of Manor, Priorsknock, Kilmacshannon, Lismacree, Killybeg, Ballybeg, Ballynaneisha, and Butterstown (419 perches thereof lying in the barony of Middlethird)—not to exceed 3s per perch per annum, £159. Tenders to be opened at this assizes.—Given to County Surveyor.

To John Brien on 2145 perches of the road from Waterford to Ballymore, between the top of Grange hill and Michael Hack's house, Lismacree, at less than 6d per perch per annum.—Surtees Edmond Power and Thomas Pheelan, £26.

MIDDLETHIRD. To James Budd for seven years, on 1098 perches of the streets of Tramore, at less than 1s 9d per perch per annum, £48.

To John Sullivan, for one year, on 690 perches of the road from Waterford to Dungarvan, £29 9s 6d.

UPPERTHIRD. To keep in repair, for seven years, 1626 perches of the road from Waterford to Portlaoine, between the cross at the loach bounds at the Yellow Road and the mill race at White's bridge; townlands of Browlie East, Clayboy, Treor, Knockhouse Lower, Skibberene, Lismore, Woodstown, Butterstown, Killotheran, Adams-town, Downeen, and Whitefield—not to exceed 2s 6d per perch per annum, £190 15s. Tenders to be opened at this assizes.

To William Power, for half-year's contract, to keep in repair for seven years, 1167 perches of the road from Cappquin, between Millvale bridge and the cross at Rathbarney; townlands of S. skin, Blyknock, Ball na-urra, Hallynafina, and Greaguer—not less than 1s 6d per perch per annum. Surtees, Richard Gamble and Philip Callaghan, £43 7s.

To William Thompson, for like, for seven years, on 1172 perches of the road from Waterford to Kilmacshannon, between Killybeg bridge and the old bridge, Portlaoine, £51 5s 6d.

To Patrick Hanlon, for like, for seven years, on 300 perches of the road from Carrick to Cappquin, £3 10s.

To John Higgins, for like, for seven years, on 294 perches of the road from Waterford to Clonmel, between Edmund Callaghan's cross and Patrick Connell's cross; townland of Whites-town—at 6d per perch per annum. Surtees, William Thompson and Philip Hearne, £3 13s 6d.

DECIES WITHIN DEEM. To John Donohoe, for like, for seven years, on 1499 perches of the road from Kilmacshannon to Stradally, between Lawler's cross road, Ahnaghlogh, and Stradally—£235.

To Thomas Dwyer, for like, for seven years, on 196 perches of the road from Waterford to Cahir and Coghheen, between Widow Butler's house, Knockboy, and Hoar's forge—£214 9d.

To John Sullivan, for like, for one year, on 444 perches of the road from Carrick to Annetstown, between William Power's contract, Lisselane, and Michael Fitzgerald's forge, Cinalisk, £22 8s.

SATURDAY. The grand jury assembled at eleven o'clock this day, and proceeded with the fiscal business. The following presentments were considered: To R. Williams, on 1500 perches of the road from Dungarvan to Admore, £23.

To James Lyons, jun, for like, for five years, on 556 perches of the road from Lismore to Fermoy, £32 2s.

To James Hayes and Thomas Walsh for like, for five years, on 1132 perches of the road from Lismore to Tallow, £14 3s.

Mr Slattery appeared for the sureties, and asked the grand jury to relieve them of their liability. The witness, contractor died, and the other was not in a position to keep the road in repair, consequently the grand jury to get the work done, and they did so at great loss to themselves. One of the sureties was a butter merchant, who was now from home, and the other was a farmer and large sloupskeeper, who could not attend to the work. It was a great hardship to keep them to it. They had paid the road, over which not much traffic passed, into thorough repair.

Mr Tarrant thought that the sons of Walsh should continue to do the work. Mr Slattery—Whatever the sons have done was done at the expense of the sureties. The road it must be remembered, is not much of a public one, and once being got into repair, it will continue so for a long time. Mr Curry did not think that the present was the time to remove the liability from the sureties. It would be different at the Spring Assizes, but they should not leave the road without a contractor for 9 months. Mr Hurly—But the water course must be looked after, as the road is a mountainous one. The grand jury said they could not relieve the sureties till the Spring assizes. A committee was appointed to inspect the galls, and the grand jury adjourned till one o'clock.

Mr Galloway seconded the motion. Sir Robert Paul proposed Mr Quinlan, but that gentleman said he would withdraw, and then Mr Sherlock was elected unanimously. Mr Sherlock briefly returned thanks. Mr Bolton read a petition against district galls on same principle as military districts, as the project would involve expense and inconvenience. The project was adopted.

THE JURY AT TRAMORE. Sir R. Paul said a portion of the money (£800) towards the pier in Tramore was in the hands of the Treasurer. A small sum was appropriated to a small improvement but he thought they should now give the £300 towards the larger presentment.

Mr E. Power said if the money were not given, next year it may be washed away. The barony and county were responsible for keeping the pier in repair. Sir Robert Paul said the committee was to present the balance of the money after passing £300.

The suggestion was adopted. It was further agreed that Mr Tarrant should be allowed to use the money in hands, if occasion required to prevent the pier being washed away during the winter.

MALICIOUS INJURY. To James Keogh, to compensate him for the loss of a dwelling house, together with a quantity of furniture, some tools, potatoes, and a watch maliciously burnt and destroyed on the night of Monday, the 4th, or morning of Tuesday the 5th of December, 1871, on the lands of Seafield, in the parish of Ballynacorney.—£15. Passed.

To Michael Power, to compensate him for the loss of a dwelling house, together with a coal, a quantity of wearing apparel, bed clothes, a bed, and some furniture, maliciously burnt and destroyed on Monday, the 1st January, 1872, on the lands of Ballymarin, in the parish of Ballynacorney.—£4. Passed.

To Patrick Power, to compensate him for the loss of a house and churn-barrel, maliciously burnt and destroyed on the night of Monday, the 4th December, 1871, on the lands of Seafield.—£35. Passed.

The applicant, for whom Mr Slattery appeared, proved his case, and the presentment passed: THE GOALS. The reports of the committees of the county and city grand juries, and of the sheriff, who visited the goals, are of a highly satisfactory character. We shall print them in full in our next.

THE CASE OF JUDGE EDDON. The Honorable C. Moore Smyth said that as the grand jury were on the point of separating after the transaction of the fiscal business, he would move the following resolution without comment:—"We, the grand jury of the county Waterford, wish to express our disapprobation of the manner in which the judicial bench has been attacked in many quarters in the person of Mr Justice Keogh; and while we refrain from the expression of any opinion on the merits of the case, we consider we ought not to separate without stating our approval of the dignity with which he has always upheld the bench."

Sir John Esmond said that notice of such a motion should be given before it could be put. Strong feelings were entertained on the subject, and he believed that due notice would be required.

Mr Smyth—Notice is not required. Mr Galloway—The motion has not been seconded. Mr Maxwell—I second it; and I think we ought to express sympathy with an independent judge. I entirely ignore any sectarian feeling in the matter.

Mr Smyth—And so do I, as you will perceive by the moderate tone of the resolution. Lord Hastings said it was his duty as foreman to put the resolution, but he did so contrary to his own desires and wishes. He did not think that such a resolution should be entertained by the grand jury, as it was foreign to the business for which they were assembled. As grand jurors they had nothing to do with this vexed question, and he was opposed to its being entertained. He did not wish to see anything like sectarian discord introduced into their proceedings.

Mr Smyth said that was far from his object. Mr E. Power did not think that it was a matter which had anything to do with the business of the grand jury. Mr O'Keefe said they had nothing to do with what occurred in Galway. Mr Lloyd said that his private opinion was that that sympathy should be expressed for Judge Keogh, but as they had a mixed jury he did not like to create a bad feeling. He was opposed to the stirring up of religious animosity. If there was anything in the resolution by which the feeling of any grand juror could be wounded, he would not agree to it.

Sir Robert Paul dissented from the bringing forward of the resolution. Whatever they might think they should respect the feelings of others. He said that in principle at all times, in political and religious life, he believed they should introduce nothing foreign to their business, for nothing was so likely to obstruct the business, for if they admit extraneous matter into the grand jury room, they should also admit it everywhere else. If Judge Keogh was coming this circuit it might be proper to consider whether they would address him; but he was not, and they had nothing to do with what occurred in Galway.

Sir J. Keane said they had not sufficient grand jurors to express an opinion. Sir J. Esmond said they should not travel outside their duties, or express an opinion on what did not concern them, especially as strong feelings were felt on the subject. The Hon Mr Stuart moved, as an amendment, that the motion be considered on Tuesday next (laughing).—That is saying "this day six months" (renewed laughing).

Mr Roberts seconded the amendment. Sir Robert Paul said it would have a much better effect if the noble chairman would refuse to entertain the question at all. The Chairman said that was his own view; and by common consent the question was dropped. This concluded the fiscal business of the grand jury.

OPENING OF THE COMMISSION. COUNTY COURT—MONDAY. Joshua Clarke, Esq., Q.C., acting Judge of Assize, accompanied by the High Sheriff, entered the county court house, at ten o'clock on Monday morning, and opened the commission of assize.

Lord Huntington, and the High Sheriff, occupied the bench. The following grand jury were re-sworn:—Lord Hastings, J. H. Moore, J., Foreman; The Hon C. W. Moore, J., Bailiff; Sir R. J. Paul, Bart., Ballygunn; Sir J. H. Keane, Bart., Cappoquin House; Sir J. N. Humble, Bart., Clonckoran; Sir J. Esmond, Bart., M.P., Ballinacorney; R. T. Carey, Ballinacorney; Edward G. O'Dell, Carrigrohane; John Palliser, Comeragh House; Captain Maxwell, Moorhill; P. M. Barron, Belmont Park; J. A. O'Keefe, Ballylemon Lodge; J. O'Neill Power, Snowhill; G. W. Lloyd, Strankally Castle; Richard J. Usher, Cappagh House; B. E. Maguire, Glonca.

F. R. Curry, Lismore Castle; E. Roberts, Weston; James Galwey, College Lodge; E. Quinn, Loughshier; Capt. Wm. Armstrong, Ballydavid; E. Power, Kilmacshannon. The Judge, in charging the grand jury, said:—Lord Hastings, and gentlemen of the grand jury of the county of Waterford—I am very happy to inform you that at this assizes your duties will be extremely light. There are only four cases to go before you, and they are very trivial, not at all afflicting the peace of your great county. I am very happy to hear from the authorities, who have the guardianship of the public peace, that the county is in a very quiet and satisfactory state, for which state of things I congratulate you; the county being quiet, and the people applying themselves to the pursuit of honest industry, as the sure and only road which can lead to wealth, prosperity, and happiness. The people seem now to be understanding that the application of skill and industry is sure to lead to comfort and prosperity. The truest road to wealth, prosperity, and happiness is not to much to the enactment of laws, but it is to be found in the industry and intelligence of the people. Our agricultural population were behind the rest of the community in this respect; but they have advanced most satisfactorily; and although there is still room for improvement, still they have advanced. I see no reason now why this county should not before a long time elapse become one of the most comfortable and happy portions of the empire, and be as peaceable as it was before remarkable for the contrary qualities. I have nothing to add more for you will know how to deal with the ordinary cases which will come before you. The grand jury then retired, and the judge proceeded to the criminal business.

CRIMINAL BUSINESS. Ellen Maylon, a middle-aged woman, who appeared in a weak state of health, was indicted for that she, on the 19th of June last, did feloniously steal 47 yards of flannel, the property of John Ryan. In a second count she was indicted of receiving the same, knowing it to have been stolen. The prisoner pleaded guilty. She was also indicted for being convicted of a felony at the Waterford Summer Assizes of 1863. The prisoner pleaded guilty, and was sentenced to 12 months' imprisonment, and five years surveillance of the police.

HAVING A GUN WITHOUT A LICENSE. John Ryan pleaded guilty to having a gun in his possession without a license. He said he kept the gun for the purpose of shooting crows. He was allowed out on his own recognisances to appear when called on.

SETTING FINE TO A DWELLING HOUSE. Thomas Dwyer was indicted for feloniously setting fire to his own dwelling house, and the house of Thomas Larkin, who was in his house, at Tinnavilla. The following petty jury were sworn: Walter Raggott, (for man); Patrick Flynn, Thomas Kavanagh, Francis Mulcahy, Peter Fitzgerald, John Gerald, Frederick Keat, Patrick Murphy, John Gendie, John Meade, Edward G. Feet, and William Grace. Messrs Curtis and Coates prosecuted on the part of the crown.

Thomas Larkin deposed—I slept in my house on the night of the 10th of April; shortly after going to bed, about 11 o'clock, Denis Gorman called me; got up and went out and saw Dwyer's house on fire; kept the fire away from my house with the assistance of five men; saw Dwyer near the part of his house that was blazing; he was looking on and doing nothing; it was a thatch that was on fire; we saved my house by striking the sparks with the blades of scyres; Laurence Condon was there that night; Condon asked Dwyer how the fire occurred, and he said he did not know; I consider that for some time past the prisoner has not been in his right mind. To the court—I knew a week before the fire that the prisoner was in his right mind. The prisoner said he lit his pipe with a wisp of straw, and the blaze went up to the roof. Dr Carroll deposed—I know the prisoner recently; he came under my observation in the jail; I believe him to be a man of unsound intellect, and partially imbecile. Prisoner—If you grant me my pardon this time I don't suppose I'll set fire to any other house. The judge said he thought the man had a right to burn his own house if he wished, except he did it with a fraudulent intent, or to the injury of others. Mr Coates—But Larkin's house was with difficulty preserved, and Larkin might have been burned in his bed. By directions of the judge the prisoner was acquitted, and the medical authorities of the jail took charge of him.

NEGLECTING TO CARE A CHILD. Alice Barry was indicted for having the care of an infant on the 8th of May, and neglecting to provide nourishment for it, whereby the health of the infant was permanently injured. In a second count she was charged with assaulting the child. The infant was two months old on the 8th of May, and its name is Ellen Curran. The prisoner, through an interpreter, said she was not guilty, and did not neglect the child any more than four others that she had charge of. Mr Coates, Q.C., for the prosecution, stated the case to the jury. The child is the natural daughter of John Curran, and its mother is Mary Fitzgerald. When two days old the father gave the child in charge to the prisoner, and paid her £5 for its support and nursing. The child since died from an attack of measles in the Dungarvan workhouse. When it was brought to the workhouse on the 8th of May it was in a state of inanition from want of food. Mary Fitzgerald, the mother of the child, deposed—I live at Abb-yside, near Dungarvan; John Curran was father of child; it was healthy when born; I kept the child for ten days, when the father sent for it; I used to go to see the child whilst it was with Alice Barry; I brought it clothes at one time, and saw it again a fortnight after, and it had not the clothes on; the child had no bed, but was lying on a sap of straw in a basket, with nothing under it or over it; the child did not appear to be getting proper food; the prisoner told me she would split me with the pot if I came near the child again, as she said I had no call to it; one day during her absence I brought bread and milk; and when she came in she took the jug from me, and would not let me give any more to the child; I used to pledge my clothes to be good to the child. James Barry said that he paid the prisoner £6 15s entirely for the support of the child; he was authorized to do so by John Curran; he paid the money at different periods, but at distant from each other; the last payment was made on the 16th of April; she was paid two months in advance when the child was taken from her; I saw the child when she was put into the poorhouse; she was very emaciated, and there was no life in the lower limbs. Honora Flynn deposed—I live next door to the prisoner's house; knew the child Curran, and saw it with the prisoner; the child got very bad; she was not able to use what she was getting; she got cold for want of care; she went away every day, and left the child in care of three children; they used to go out to play, and leave the child lying on straw; they used to try to feed the child with gin-spirit, or a potato, or a bit of a herring; the child had all the appearance of being starved. Acting-comptrol Martin deposed—I went to the prisoner's house on the 8th of May; she had the child in her arms, and refused to give it to me; she gave it to the father; it was fearfully emaciated; was in the house four or five days before the 8th of May; it was lying on the ground before the fire, and a coarse cloth over it; saw nothing under it; took the child to the hospital; there were altogether eight human beings in the house, and they had to sleep on the ground. L. Hunt, medical officer of the Dungarvan workhouse deposed—I saw the child in hospital; it was suffering from want of food, but was not suffering from any disease; it was in a state of emaciation or starvation; the child got measles a week before it died; till it got measles it was improving, and I believe the child would not have died if it got the measles; if the child had not been starved, it would in all probability have recovered from the measles, as 40 or 50 other cases recovered. Dr Anthony said he saw the child in the prisoner's house just before it was removed to hospital; it was fearfully emaciated; believed that the star was caused by want of food or improper food; the woman said the child had diarrhoea; that might be a consequence of insufficient or bad food. The hospital nurse corroborated the evidence of the doctors. Johanna Lenihan was examined for the defence, and deposed—I lodged with the prisoner; the child then was not badly off in health, and could take the bit it would get; the prisoner, when she could not get milk, fed it with bread and tea; only saw this in the mornings, for I hid to go out during the day to provide for my own family; the prisoner was a very good woman to cure the child; the child got sickly after it got a cough. Cross-examined by Mr Coates—I think the prisoner said she pawned the child's frock for milk; she did not think the prisoner ill-used or neglected the child. The judge commented in feeling terms on the features which the case presented to the jury, after an absence of some time, returned verdict of 'guilty,' and the prisoner was sentenced to six months' imprisonment with hard labour. The judge blamed the father of the child for giving it in charge to such a person. TRAVELLING A PRESENTMENT. Peter Walsh traversed the presentment for widening a portion of the road from Annetstown to Waterford. The last petty jury were sworn as a special jury. Mr Anderson, instructed by Mr Delandree, appeared for the traverser. It appeared from the statement of counsel that if the road was widened, as stated in the presentment, it would take away three portions of the road, the small farm of Walsh by 23 perches, four perches, and one of three-fourth perches; Walsh had a lease for his three-fourth perches; Walsh had a lease for his three-fourth perches; Walsh had a lease for his three-fourth perches; Walsh would think it worth more; a farmer could make £4 out of it. Peter Walsh deposed that the original lease contained three lives, Mr George Power, Mr Frederick Power, and Mr William King, all young men and good lives. A verdict was given amounting to £22 7s 6d damages. FALSE IMPRISONMENT. Mr L. W. Wright v. Henry Mills. This was an action for false imprisonment, and was heard before the following special jury:—W. Lloyd (foreman), Edward Reilly, Sir J. N. Humble, P. G. O'Dell, C. N. Bolton, Aid. Reid, James Power, P. D. Walsh, E. Quinn, Lt. Leger Barry, W. B. Stafford, and Congreve Rogers. Sergeant Armstrong, Messrs Ryan, Q.C., and Anderson were for plaintiff; Messrs Tandy, Q.C., and Lyland for defendant. Damages were laid at £1000. Sergeant Armstrong stated the case for his client. Mr Wright, an old gentleman living outside the borough of Waterford, took £15 worth of shares in Harper Twelves Company for killing fleas. That company was wound up, and an order in the English Court of Chancery was made for all parties to pay up. Mr Mills got an attachment against Mr Wright. The miller got an attachment against Mr Wright. Mr Wright's son, but he neglected to give it to his father. Mr Wright never paid the money before the date of the attachment; had expired. Mr Mills then claimed a further sum of £3 7s 8d for costs. Mr Wright had paid all he was bound to do, or all he had a right to do. Mr Wright got his receipt 9 days before the attachment was out. The sheriff sent up an order for £134 1d, and Mr Mills said he would have that provisionally, but would order the attachment to be returned if the balance of £15 5s was not forwarded. Mills subsequently demanded £1 3s 8d costs, and she swelled it up to £28 3s 4d. He wrote to the city sheriff saying he should get that, or he would take other steps. On the 17th of November Mills sent an attachment to the county sheriff against Mr Wright, for contempt, and after the costs had been settled, which amounted now to £10 15s, and also to claim the £15 5s. That was most audacious and unbecomingly of the sheriff, but he neglected to give it to his father. Mr Wright never paid the money before the date of the attachment; had expired. Mr Mills then claimed a further sum of £3 7s 8d for costs. Mr Wright had paid all he was bound to do, or all he had a right to do. Mr Wright got his receipt 9 days before the attachment was out. 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