

## SALE OF HEIFER

### Interesting Warranty Action

#### DEAL AFTER AUCTION

At Ballyneety Court on Thursday (5th inst.), before District Justice Kenny, B.L.,

James Hannon, Coolderry, Kilmaree, Co. Clare, sued Denis Sexton, Ballysimon, for £25 for breach of warranty in the sale of a heifer to the plaintiff at an auction on 19th March.

Mr. T. O'B. Kelly, solicitor, was plaintiff and Mr. D. G. O'Donnell, solicitor, for defendant.

James Hannon, plaintiff, in reply to Mr. O'B. Kelly, said that he attended an auction of Mr. de Courcy Limerick. A heifer, belonging to D. Sexton, was put up for sale. It was passed out of the ring unsold and immediately afterwards witness had a deal and witness bought the heifer for £20 10s. Witness "booked" the heifer and paid the auctioneer and witness. Witness believed that he was buying a sound heifer and he took her home. Mr. Carroll, V.S., examined the animal seven days afterwards. Witness had the heifer and he had estimated his loss at £21 10s. 6d.

#### EXISTENCE OF GROWTH.

Mr. O'B. Kelly said that Dr. Carroll would give evidence regarding the result of his examination of the animal.

Mr. L. de Courcy, auctioneer, said that the cattle sale was held on 19th March and was conducted in his absence. He had the record of the heifer sold by Mr. Sexton. When witness purchased the business from the late Mr. Hartigan he continued to sell cattle under the same conditions.

Mr. Carroll, V.S., said that when he examined the animal he noticed she had a growth which he thought she should be removed. It looked rather nasty and might become serious if allowed to remain. The heifer would be unsound at the time he saw her and the matter of which he spoke could have been present for a couple of months. It is an injury which he thought was caused by a puck from another heifer. The animal was unsound on 19th March. The animal needed an operation to have the growth removed.

In reply to the Justice, witness said the fact that the animal had a growth would render her technically unsound.

#### BOUGHT IN PALLASGREEN.

Denis Sexton, defendant, said that he was accustomed to going to auctions in Limerick and buying and selling cattle. In November 1927 he was at a cattle auction in Pallasgreen conducted by Messrs. Ryan and Ryan, Tipperary. He bought an animal referred to now with witness. The only guarantee heard mentioned by the auctioneer was—Three-year old, engaged to be calved at a certain date. He brought home the four heifers and kept them during the winter. He brought the heifer referred to in the auction in Limerick where the transaction took place. Witness pointed out that there was a little swelling to which he wished to attract attention, adding that he caught her with his eyes open in Pallasgreen and was selling her under the same conditions. It looked like the puck of a horn. It was on the day he bought her and was no greater or less on the day he sold her. A Mr. Dillon who was present at the transaction, more or less took the purchasing in his hands. The animal was in the pen and there was nothing to prevent witness examining her. When witness later received an intimation concerning the animal he went out to see the heifer had calved at the time. He had seen her about ten or twelve days before the Court and she seemed to be perfect and sound. The only engagement he ever got or gave with an incalf heifer was the age and date of calving.

#### MEANING OF "SOUND."

In reply to Mr. O'B. Kelly, witness said that he did not know that in the sale of a heifer there was a warranty of soundness. He thought that the animal was sold as a heifer and that the buyer was to take her as he found her. He said that he had seen the animal at the time of the sale and that he had seen her about ten or twelve days before the Court and that she seemed to be perfect and sound. He said that he had seen her about ten or twelve days before the Court and that she seemed to be perfect and sound. He said that he had seen her about ten or twelve days before the Court and that she seemed to be perfect and sound.

## GREAT PRIEST

### Death Of Archdeacon Begley

#### AUTHOR OF HISTORY OF THE DIOCESE

It is with very deep regret that we chronicle the demise of Venerable John Archdeacon Begley P.P., V.G., Bruff, which took place on Tuesday morning at his parochial residence.

Having been indisposed for a considerable time past his death was not unexpected, but his passing, nevertheless, has occasioned profound regret and sorrow throughout the diocese, especially in the city, where he was beloved as a curate in St. Munchin's Parish for many years.

#### BRILLIANT CAREER.

Archdeacon Begley was born in the parish of Monegea 78 years ago. He entered the old Diocesan Seminary as a boy and at the age of 25 he was ordained priest in Maynooth. His first curacy was at Coolcappa, and his second, St. Munchin's Limerick, where he laboured for many years. In 1908 he was appointed parish priest of Cappagh and raised, at the same time, to the dignity of the Cathedral Chapter by the Most Rev. Dr. O'Dwyer. Later he was translated to the pastoral charge of Drumcollogher, where he remained for a prolonged period, during which the tragic cinema fire, involving the loss of 48 lives, took place. In 1927 he was appointed parish priest of Kilmallock, and on the death of Very Rev. John Canon Lee was transferred to Bruff, and was later created Archdeacon and Vicar General.

#### HISTORY OF DIOCESE.

Archdeacon Begley was one of Ireland's most distinguished churchmen. His name will be ever associated in historical annals for his contribution to Church history. His ecclesiastical history of the Diocese of Limerick, the compilation of which he undertook—a stupendous task covering many years of research was the magnum opus of his life. The first volume, dedicated to Bishop O'Dwyer, appeared while he was a curate in St. Munchin's, and was received by the literary world as a work of scholarship and intense study. Volume No. II appeared later, and volume III, bringing the history down to recent times, was published just a few years ago.

Archdeacon Begley was a priest of not only culture and ability, but a devoted Churchman. He was a member of the Royal Irish Academy and the Antiquarian Society of Ireland, and President of the North Munster Archaeological Society. In recognition of his literary achievements, the Senate of the N.U.I. conferred on him the honorary degree of D.Litt.

#### VOTE OF SYMPATHY.

At the meeting of Limerick Corporation on Tuesday night, Mr. P. T. Donnellan presiding.

Mr. P. Bourke proposed that the sympathy of the Corporation be extended to the Lord Bishop on the death of Venerable Archdeacon Begley, P.P., V.G., Bruff, who was a very distinguished Churchman. The late Archdeacon laboured in the city for many years and was held in universal esteem and respect.

Chairman—This vote is passed unanimously. We all deeply regret the passing of a great Churchman, who shed lustre not only on the Diocese of Limerick but on Ireland.

In the presence of the Bishop, Most Rev. Dr. Keane, and 80 clergy from all parts of the diocese, and a large and representative concourse of laity, the late Archdeacon was laid to rest in the New Cemetery at Bruff. The Bishop officiated at the grave. In the attendance the Dail and County Council were represented, and many professional men were also present. The parishioners of Bruff, Grange and Meanus, to whom he ministered for nine years, attended in large numbers. It was a fitting tribute to the memory of the deceased.

## IRISH ARMY

## FARMERS FINED

### Cattle Disease Order

#### CASES AT BALLYNEETY

For contravention of the Diseases of Animals Act, 1894, a large number of farmers, were summoned at Ballyneety Court on Thursday, 5th inst., before District Justice Kenny. Most of the summonses related to the movement of cattle. Fines were imposed as follows:—

John Hogan, senr., Deerpark, Pallasgreen, £2 and 5/- expenses; John Hogan, junr., Deerpark, Pallasgreen, £1; Michael Joseph Hogan, Deerpark, Pallasgreen, £1; Augustine Hogan, Deerpark, Pallasgreen, £1; John Meany, Raheen, 1/- and 5/- expenses; Thomas Holmes, Ahacore, Murroe, 2/6 and 5/- expenses; Thomas Holmes Ahacore, 2/6 and 5/- expenses; Thomas Holmes, Ahacore, 3/-; Thomas Holmes, Ahacore, 3/-; Thomas Holmes, Ahacore, 2/6 and 6/- expenses; John Hayes, Rochestown, Ballyneety, 2/-; Michael Condon, Fanningstown, 2/-; Thomas Regan, Ballycahane, 2/- and 5/- expenses; Michael Condon, Herbertstown, 2/6 and 5/- expenses; John McNamara, Caherelly, 1/- and 5/- expenses; Laurence Leahy, Rathjordan, Ballybrood, 1/- and 2/6 expenses; Patrick Kelly, Newtown, Cahirconlish, 1/- and 2/6 expenses; Michael Butler, Oatlands, 2/6; Michael Butler, Oatlands, 2/6; Edith Conway, Boherlode, 5/- and 5/- expenses; Edith Conway, Boherlode, 5/-; Edith Conway, Boherlode, 5/-; Bridget McNamara, Greenhills, 1/- and 5/- expenses; Bridget McNamara, Greenhills, 1/- and 5/- expenses; John Moloney, Ballyvara, 2/- and 5/- expenses; Elizabeth Long, Ballynagarde, 10/- and 5/- expenses; James O'Toole, Ballyneety, 1/- and 5/- expenses; John Cusack, Ballysimon Road, Singland, 2/6; Bertie O'Shaughnessy, Lissnaltia, 1/-; Daniel Butler, Carrigmartin, 2/6; Thomas Hurley, Carrigmartin, 2/-; Mary Hickey, Drombanny, 1/- and 5/- expenses; John Kennedy, Ludden, Ballyneety, 5/-.

Messrs. T. O'B. Kelly, D.B. Fitzgerald and T. M. Mitchell, solicitors, appeared for certain of the defendants.

Supt. J. J. Holland prosecuted in all cases.

#### AUTHORITY QUESTIONED.

John and Thomas Enright, Ballymartin, were summoned for impeding James Begley, an officer under the Diseases of Animals Acts, in the execution of his duty.

James Begley stated that on 1st May, while employed as lay assistant, he saw a man driving cattle. He asked the man (Thomas Enright) had he a permit to let the cattle out on the road and Enright replied that it was "equal" to witness. Enright also asked him what authority he had to question him and witness replied that he was employed for that purpose. Enright would not give his name. The father, John Enright, said that they were driving the cattle all the winter and no one ever put in or out on them. Witness said that he would have a man in half an hour to whom Enright would give his name and the father passed a remark that witness and the Sergeant might get the foot-and-mouth disease themselves (laughter). Witness reported the matter to Sergt. Kenny. In spite of what witness said the cows were driven along the road and into a field.

Sergeant Kenny said that when he came on the scene he warned Enright not to drive the cows unless he got a permit.

John Enright, in reply to the Justice, denied that he used bad language.

Thomas Enright said that he did not know Begley.

The Justice said that persons did not wear badges without authority. He added that he would fine the son 10/- on each summons and the father 5/- with 5/- expenses.

#### NAMES NOT GIVEN.

William and Patrick Long, Ballinagarde, were summoned for refusing to give their names to an officer under the Diseases of Animals Acts. Lay-assistant Keyes said that he found defendants driving five cows.

## MISSING MONEY

### Two Women Charged

#### CASES AT ADARE COURT

That she had burned £19 was the story told by a married woman to District Justice Kenny, B.L., at Adare Court on Tuesday.

Mary Flynn, Pallaskenry, was charged with having at Kilmacat on 5th May received a sum of £3, knowing it to have been stolen.

Alice O'Brien, Pallaskenry, was charged that at Cartonin on 5th May she received the sum of £19, knowing it to have been stolen.

Supt. J. J. Cooney, prosecuted, and Mr. M. F. Noonan, solicitor (Messrs. P. T. Liston and Co.), appeared for Mary Flynn.

In the first case against Alice O'Brien the Justice asked was defendant admitting the offence.

Defendant replied that she knew the money was stolen.

Justice Have you got any of the money?

Defendant—No.

#### OFFER IN COURT.

Supt. Cooney—I think she made an offer in the Circuit Court to pay in a small amount per month. I think the Judge took it into consideration.

Sergeant Murphy said that he was present at the Circuit Court when an offer was made by the defendant to pay 10/- per month.

Supt. Cooney said that defendant had made a statement to the effect that she had burned the £19.

Defendant—I did away with it inside near the docks.

Justice—You will have to pay the £19.

Defendant—I really burned it, but I will pay it back.

The Justice asked how was it proposed to pay back the money. The owner was 80 years of age.

Defendant—I got an offer of help since the last Court to pay it back.

Justice—It will have to be paid back in two months. It is a bad enough case. Is your husband here?

—No, sir.

Justice—Why didn't he come along to-day?

Defendant—He was not told to come, sir.

In reply to other questions, defendant said that her husband had one cow and some of the grazing used to be sold.

#### MONEY TO BE REPAID.

Justice—I think you should be in a position to pay this. I will bind you over for three years in your own bail of £20, and order you to pay the £19 within two months. If you don't pay it you will be re-arrested and I will sentence you to six months' imprisonment. I am serious about it, because I am not certain that you did away with the money and even if you did I am not satisfied. I will give you until 31st August to pay £19 to Edward Lynch.

The Justice subsequently extended the time for payment.

In the case against Mary Flynn, Mr. Noonan said: "This poor woman got £3. She got it to keep for the robber. When Guard McDermott came there she gave him £2 7s.—she had spent the balance—and a few days after she gave him the 13/-. She also assisted the Guard in locating the key. She found the key for the Guard."

The Justice said that he would bind over defendant in her own bail for twelve months.

## CO. INFIRMARY

#### PROVISION OF SHELTER

Mr. E. Walsh, Co.C., presided at the meeting of the Joint Committee of Management of the County Infirmary on Wednesday. The other members present were Messrs. J. McCormack, Chairman, Co.C.; M. Hurley, Co.C.; D. McAuliffe, Co.C.; M. Hickey, Co.C.; Dr. M. Feely. Mr. P. Foley, Secretary, was in attendance.

The House Surgeon (Dr. B. Crawford) in the course of her monthly report stated that during the month there were 96 admissions, including 46 from Croom. Ninety-seven patients were discharged and there were three deaths since the last meeting. There were now 62 patients in the hospital.

## BALLYNEETY COURT

### Contract Claim

#### ACTION BY INSURANCE INSPECTOR

District Justice C. S. I. B.L., adjudicated at Ballyneety Court on Thursday, 5th inst.

Several members of the travellers' fraternity were summoned for lighting fires on the public highway and causing obstruction.

Mr. D. B. Fitzgerald, solicitor, observed that these people were a terrible nuisance.

The Justice on being informed of the defendants that were leaving the locality remarked: "I think a very good place would be Drumcollogher. There is very little air there, I understand. The fire would be away from the better."

William Hickey, insurance inspector, Glenanaar, Mallow, Margaret Sullivan, Clonane, Co. Wick, for £25 on foot of a contract by plaintiff agreed to supply defendant materials required for defendant to equip a bathroom for other equipments and to pay the plaintiff for such materials supplied and outlay incurred to this.

Mr. J. O'Sullivan, solicitor, appeared for plaintiff, and Mr. G. Y. Golding, solicitor, for defendant.

#### ACTED ON REQUEST.

Plaintiff stated that while engaged in business with Mrs. Sullivan in connection with some insurance business, he showed her over the house and suggested that she wished to order certain goods, a bedroom and a bedroom suite, in Cork. She also requested him to get to do the job. He asked her she would not get the men in Limerick and she said she did not know anyone there and asked him to oblige her by getting men in Limerick. He told her he would get what the goods would cost and he made inquiries from various firms in Cork. He gave her a proximate idea of the cost of the goods and mentioned the figure £42. Defendant also wrote a letter telling him to get whatever was required. Extra piping was required and as the job was going on defendant changed the hot water upstairs. Tiling had also been done as she said the job would be done.

#### A PAYMENT MADE.

A payment was made of £25 for the materials and £38 7s. 2d. the wages of the men. Witness was under the impression that Mrs. Sullivan had given him authority to order whatever was required. His present claim was for the balance due for goods which he had chased for the job. He had applied Mrs. Sullivan with prices from houses in Cork to enable him to judge prices by comparison to show that witness got the goods at the keenest prices.

In reply to Mr. Goldberg witness said that he acted under a request from Mrs. Sullivan who was his prospective client and he was charged for her. He had incurred travel expenses and he had to hire a car.

J. J. Barrett stated that he had a list of goods which would be required. He carried out the goods and any goods received by witness were for the job.

#### NO QUESTION OF EXPENSE.

Mrs. Sullivan stated that when plaintiff came to her about insurance and he proposed he would buy the materials for the job. Witness went on to give details of payments made and added that he attended at Messrs. Eustace and Cork and ascertained there was the amount paid for the materials was less than the amount he demanded. There was no word about paying Mr. Hickey his travelling expenses.

Mr. O'Sullivan I take it would be an understood thing that he was obliging you he would not be out of pocket? Well, obliging him by doing the job.

#### JUSTICE'S DECISION.

After hearing further evidence from Timothy Wallace, representative of Messrs. Eustace, Ltd., the Justice remarked that it was a complicated case and one which he had better decide at once.