

## N WARNING

### hill And War Dangers

#### E OF COMMONS

#### SPEECH

rchill, speaking in the use of Commons to-day, efforts should be made settlement with Soviet re it was too late.

often asked, he said, if d be war. He often self the same question. Marshall and Mr. Bevin d Russia of sabotage. uage in any previous ld be incompatible with enance of diplomatic etween nations.

I not think that any cussions necessary to the Soviet Government ore likely to reach a clusion if they waited Soviet had got atomic veloped.

be perfectly sure," he that the present situa- last. There are very ers by letting everything ile up until something put matters out of your

rchill said that Mr. cy of establishing closer ith France and other a Western Europe met approval.

## TIC ACTION

### CLUB ADAMANT

ards of the Turf Club, merick Leader reporter, ed to re-consider their ransfer the St. Patrick's eeting from Limerick to nction.

seem that the Turf Club e drastic course of Limerick of its most ture because it had complain of conditions at Greenpark on the the last race meetings and 27th December. that those complaints ed, it is felt that an should have been given Company to effect im- before resorting to ethods.

g to the Company it ated that, a few years nsive drainage scheme out to the course with that racing is now Greenpark at seasons of hen other courses are

sference of the St. ay meeting to the s caused deep resent- et, that very wide

## LEGAL QUESTION

### Use Of Tractor

#### CREAMERY SOCIETY BEFORE COURT

An interesting case in which the issue was whether a vehicle was used in agricultural or commercial employment, and the evidence in which was heard at a previous sitting, was re-opened at the Limerick District Court to-day, before Mr. D. F. Gleeson, M.A., D.J.

The case originated as a result of a prosecution brought against the Drombanna Co-operative Creamery, Ltd., Four Elms, for having used in commercial employment a motor tractor and trailer which had been licensed only for agricultural service.

Supt. P. Colleran prosecuted, and Mr. D. J. O'Malley, solicitor, defended.

Mr. O'Malley recalled that at the previous hearing, the Justice adjourned his decision pending the hearing of further information relative to the proceedings. When making his case the Superintendent explained that the Attorney-General had made it clear that it was difficult to trace any case in the law reports similar to the one in question. There was mention of a case, Warner v. Hayden, in the Irish reports of 1929, which involved insurance. In this instance the Supreme Court, with only one dissentient, held that a man, in the employment of a farmer, who delivered milk to people in the city was in fact engaged in agricultural work. He felt that it was only logical to draw the inference that the vehicle being driven by an employee of the co-operative creamery was engaged in agricultural work. The only difficulty was that the employee in this instance did not milk cows.

#### OTHER DIFFERENCES.

The Justice pointed out that it was not the only difference, since the company was a legal entity purchasing milk from farmers and reselling it to other people. They were carrying on business as a company.

Mr. O'Malley said that a co-operative creamery taking farmers' milk was in fact an agricultural company. As an example, he would say that Bunratty Creamery was engaged in agricultural work.

The Justice said that in that case Roscrea Meat Factory could be regarded as engaged in agricultural work.

Mr. O'Malley said that such was not the case, since in Roscrea they changed the articles produced by the farmers into canned meat.

The Justice pointed out that creameries changed milk into butter and cheese.

Mr. O'Malley said that in the present case they were only dealing with milk. The High Court had ruled that the farmer's boy delivering milk was an agricultural em-

## SAVED HIS NIECE

### Then Collapsed And Died

#### FORMERLY TAUGHT IN LIMERICK

News has come to hand from Melbourne of the drowning, under particularly distressing circumstances, of Mr. Edmond Alphonsus Ryan, who, for many years, was a lay teacher in the Christian Brothers' Schools, Limerick. The late Mr. Ryan, who was a native of Newport, County Tipperary, left Limerick for Australia about twelve years ago, shortly after his marriage. He took a great interest in athletics and was a prominent figure on the sports field.

#### WHILE ON A HOLIDAY.

The drowning took place in the Mitchell River, at Calula. The deceased, who was holidaying with relatives, accompanied his 13-year-old son, and his niece, Kathleen Hoyne, 13 years, to the river where the two children went in bathing. The girl, it was stated, got into difficulties, and Mr. Ryan's son went to her assistance. The father watched him and saw he was having difficulty in his efforts to rescue her. Mr. Ryan took off some of his clothing and swam about 50 yards to the children. He brought the girl into the shallow water, the son being able to swim ashore.

#### FOUND IN STATE OF COLLAPSE.

The children looked around for Mr. Ryan but he had disappeared. They found him in shallow water in a state of collapse. They pulled him out of the water and called for help. Some young men came to their aid and commenced resuscitation work, but all their efforts failed. In the meantime medical aid had been summoned.

The late Mr. Ryan is survived by his wife, who before her marriage, was Miss Margaret Dwyer, and his son.

## ROOF COLLAPSES

### EIGHT FAMILIES HOMELESS

Eight families were rendered homeless in the city last night when the roof of their tenement—13 Arthur's Quay—collapsed.

Though some of the occupants of the house had narrow escapes, no one, fortunately, was injured.

When the roof collapsed it crashed through the internal ceilings, rendering each of the four storeys of the house uninhabitable.

Three young children who were trapped in the top storey had miraculous escapes. They were rescued just before overhanging debris came tumbling down

## FLEW TO LIMERICK

### To Attend Court

#### BRITISHER WHO WA

#### "BADLY TREATED"

Peter R. B. Haggie, c/o. G. worth Hotel, Limerick, was, at Limerick District Court to-day before Mr. D. F. Gleeson, charged with driving a motor which was defective and with ing no insurance in force in spect of the vehicle in question.

Supt. Colleran prosecuted Mr. T. E. O'Donnell, solr., de ded.

Mr. O'Donnell, at the outset, pained that Mr. Haggie came Ireland from England about th or four weeks ago. Early in J uary he contacted the Automo Association in Cork for the p pose of hiring a car on a "driv you please basis." Nothing ma alised, however, from the sug ted contacts made on the insti tions of the Association. He v eventually put in touch with M Nora Mulholland, 64 Patrick Str Cork, from whom he hired a a for a colossal sum. In all, he p £13 for the use of the car—£12 the use of the vehicle one week, and £1 for the pet He was provided with a certific of insurance, but it transpired, s esequently, that it was not in or He (Mr. O'Donnell) had not in f seen the certificate of insuran and could not argue that it was in order as alleged by the Guar The outward appearance of the seemed to suggest that it was good mechanical order. Such, h ever, did not prove to be the ca as the journey from Cork to wit four miles of Limerick invol nearly 11 hours.

Justice—He would have walk in that time.

#### WENT TO GUARDS.

Continuing, Mr. O'Donnell s that the defendant continued i Limerick by means of his c steam, and very rightly went to Guards Barracks at William Str and reported the matter to Serge Connolly, and the certificate of surance was then produced, a Sergeant Connolly told him tha was not serviceable. Mr. Hag lived in England, and he had to to Limerick to meet the case.

The defendant then gave evide along the lines pointed out by O'Donnell.

Sergeant Connolly, in evide said that the defendant called him on the 5th inst., and told him the affair. Witness examined car and found that the brakes w practically useless. The engine v in a very bad condition, the steer was defective, and there was a no horn. The insurance certific was "private and open," wh meant that the car was covered insurance purposes when be driven by a person in the emp ment of the owner and also