

ABERGELE PETTY SESSIONS.

Saturday, Jan. 7, 1871.

Before J. Ll. Wynne, Esq., Coed Coch; B. W. Wynne, Esq., Garthwin; E. B. Hesketh, Esq., Gwrych Castle; and the Rev. Thos. Williams, St. George.

GAME TRESPASS.

Ellis Jones, and John Evans, Sirior bach Abergele, were charged with this offence, on the information of John Zimmer, game watcher to R. B. Hesketh, Esq., Gwrych Castle. The offence was stated to have been committed on lands in the occupation of Mr. John Kerfoot, Sirior bach, and over which Mr. Hesketh had the right of shooting. The prosecutor said that he saw Ellis Jones, and a person named John Jones, coming out of a wood on to Mr. Kerfoot's land. They came into a field leading to Sirior bach. Witness asked them what they had. They spoke something in Welsh, which he did not understand, and asked for forgiveness. Evans had a rabbit in one pocket and a ferret in the other.

Mr. Edward Roberts, solicitor, St Asaph, cross-examined the prosecutor, with a view to eliciting from him the subject of certain conversations with Mr and Mrs Kerfoot and Mr Burman. Mr. Burman did not ask him to have the case settled. Witness did not tell Mr. Burman that as Mr. Hesketh was on the bench he would not allow the case to be settled.

R. B. Hesketh, Esq., said that he was out shooting at Sirior bach on the 6th ult. Saw two men and two dogs on the land. Sent Zimmer after them to see who they were. Produced letters from Mrs. Wynne, of Cefn, giving him the right of shooting over the land.

Mr. Roberts, objected to the letters being received as evidence, as it had been held over and over again that a right to shoot, to be legal, must be conveyed by deed.

In answer to Mr Roberts, Mr Hesketh said he did not know when he acquired that right. He did not even know the tenants.

Mr Roberts here observed that he would never take up a case in the defence of a person who went into a gentleman's preserves and shot his game, which he had reared and fed. That game was as much the property of the person who fed and preserved them as the fowls of the farmer; but when a stringent act of parliament came to be applied to a case of killing a rabbit, he hoped their worships would not only dismiss the case but express some observations on the conduct of the prosecution. He then called.

Mr William Kerfoot, Marl, who said.—“I am the father of John Kerfoot, and remember taking Sirior Farm for my son. There was no agreement in writing. It is not more than 4 years ago. I never promised to reserve the game on that farm to my landlord. I told my son that he had perfect liberty to kill rabbits, but that he had better not disturb the hare and pheasants.

Mr John Kerfoot, (the occupier) said that he never disturbed the pheasants and hares on his land. The rabbits were a perfect nuisance on the farm, and he had told the men to kill them. He got the ferret for them. Had a conversation with Zimmer about this, in which he told him that he had given them liberty.

Mr Roberts added that Mr Kerfoot had great respect to his landlady. He never had and never would interfere with the game; but the rabbits were a perfect nuisance there, and consumed nearly the whole of his crops, leaving him scarcely enough seed for the following season, and he was determined to kill every rabbit on the land. He was actually rearing rabbits for Mr Hesketh's tenants to kill, as they had that right, he believed.

Mr Burman,—“No, no, Mr Roberts.”

Their worships, after consulting together said it was their opinion that the case must be dismissed.

Mr Roberts hoped that even-handed justice would be dealt out to his clients, who, in case of conviction, would have been called upon to pay costs. He hoped their costs would be allowed them on dismissal; he would not ask for his own.

Costs, amounting to £1 10s were ordered to be paid.

The Rev. W. Venables Williams, applied for an adjournment of the appeals he had entered against the rating of certain property.