

out an agreement to let to him the Mirfield Town Hall, and he claimed damages for such breach of contract. There were also counts for money had and received by the defendants for his use. The facts of the case, he said, were shortly these. On the 21st September, 1870, the Mirfield Town Hall was taken in the name of the plaintiff for two nights, namely on the 18th and 19th November, for the purpose of lectures. It was taken from the hall-keeper, the proper officer of the company charged at the time with the letting of the hall. A memorandum letting the hall to the plaintiff would be put in evidence, having the hall-keeper's receipt upon it for the sum agreed to be paid. This memorandum was—"Town Hall Company, Mirfield. Mr. Charles Bradlaugh have taken the hall for two nights, for lectures, Nov. 18 and 19, for the sum of four guineas. Paid, 21st September, 1870. Thomas Balme, hall-keeper." At the bottom of this memorandum were the words "Liable to damages," which he (Mr. Bradlaugh) trusted would turn out to be correct. The contention on the part of the defendants would be, so far as he could judge from the correspondence which had passed, that Thomas Balme had an authority to let the hall. If need be he should prove that Balme, who was a respectable shopkeeper, had repeatedly in point of fact let the building, and that his acts had always been endorsed by the company. He did not imagine that a contention by Mr. Williamson, the secretary to the company, that there had been a sort of fraud in making the contract would be set up there, but he presumed the real point would be whether a tenancy was created for the two nights, or whether it was simply a license which the defendants might revoke, and did revoke. He said it was a tenancy for the two nights, and directed his Lordship's attention to the ruling in a case "Wood v. Leadbetter," which he had no doubt would be relied upon as really the law. He submitted that the evidence would be that of a tenancy and not of a license. He should prove that the hall would hold 1,200 persons; that according to the notices issued for the meetings, the prices of admission to the hall each night were 6d. to the front seats, 4d. to the second seats, and 2d. to the back seats and gallery, and that the hall might have been filled two or three times over. He should contend that the measure of his damages was the sum of £35, which would have been the receipts at the lectures; the sum paid for the hire of the hall, printing, and in connection with the hall he would not bother them with at all. The lectures were of a political character, one being entitled "War: its effects on European politics, and an appeal for peace;" and the next, "England's balance sheet;" and he should show them that he sold pamphlets and tracts at such meetings, and ask them to give him a fair and reasonable sum for the loss of sale.—The first witness was Mr. Thomas Stead, a smith, at Mirfield. He said that on the 21st of September, 1870, he went to Mr. Alfred Williamson, secretary to the Mirfield Town Hall Company, but did not find him. Then he went to Mr. John Topham, a director of that company, who told witness to go to Thomas Balme, the hall-keeper, who is a shoemaker carrying on business in the Town Hall. He applied to Balme, and giving the name of Mr. C. Bradlaugh, he took the hall for the two nights in question. The hall would hold 1,200, and had had more in. On the 18th of November the hall was closed, and considerable pains taken to close it.—Cross-examined by Mr. SEYMOUR: I said I represented Mr. Bradlaugh. Mr. Bradlaugh did not tell me to take the hall. I went to take it for a friend—John Haigh, who gave me the money to pay for it.—The JUDGE: Mr. Bradlaugh cannot maintain the action if that be so.—Mr. BRADLAUGH asked to have the conversation which passed between Haigh and Balme. What did Mr. Haigh tell you to do? Witness: To take the hall for two nights for Mr. Bradlaugh to lecture in. Balme asked me who was the lecturer, and I said, "Mr. Bradlaugh."—The JUDGE: The question is who instructed him to take the hall, and who found the money. The interest is in Haigh.—Mr. BRADLAUGH said as he was conducting his own case he did not wish to go into the witness-box, but he was obliged now to do so. Having made the affirmation before giving evidence, he said that in September he saw Haigh at Huddersfield, and instructed him to take the Mirfield Town Hall for two lectures by himself, and asked him to advance the money for the hire of the hall. Replying to Mr. SEYMOUR, witness said, Haigh had no risk whatever; it was my risk personally; my lectures are always so delivered. Haigh was my agent for taking the hall, but for no other purpose—not to cancel the contract or to receive back the money. I received a letter from Mr. A. Williamson, the secretary to the Town Hall Company, saying the hall could not be let for such a purpose as proposed. I took no steps to countermand the notices for the lecture. After that I received a letter from Messrs. Rayner and Tennant, solicitors, saying I had not made a proper application for the use of the hall, and they refused me the use of it. I said I should lecture if I could, and if I could not I should fight; that I generally do. Though I am a man of peace, I fight for my rights.—Mr. SEYMOUR: I think you are the publisher of the *National Reformer*? Plaintiff: I decline to answer that question, because it might subject me to a criminal prosecution. I am threatened with one at the present moment.—Mr. SEYMOUR: I think you hold strong opinions on political subjects as well as on religion? Plaintiff: I hold some opinions similar to those held by Dean Stanley, Mr. J. Stuart Mill, and others; opinions held by a great many of the first men in Europe.—Mr. SEYMOUR: Do you know a work called "The Ludicrous Aspects of Christianity"? Is it in your library? Plaintiff: It is not in my library.—Mr. SEYMOUR: At all events, under your eloquent handling I believe Christianity has been made to assume ridiculous aspects? Plaintiff: I have never written such a pamphlet as you refer to, nor delivered lectures under such a title.—The JUDGE intimated, in reply to Mr. Seymour, that he read Balme's note as nothing more than a license which could undoubtedly be revoked, and unless Mr. Bradlaugh could convince him to the contrary he should nonsuit him. The proprietors of the Mirfield Town Hall, or any other hall let out for similar purposes, had certainly a right to refuse the building to anybody, but the real question here was, had they entered into a binding contract? As he read the words of the memorandum they only amounted to a license to deliver the lectures, and not to an agreement.—Balme, the hall-keeper, was then called and examined by Mr. BRADLAUGH. He said that Stead stated he had taken the hall from Mr. Williamson. He asked Stead if he was certain of this, and the latter replied in the affirmative, and pressed him to take the money. Asked to produce the book where he entered the lettings of the hall, he declared there was no such book, and denied that he ever let the hall to anybody or that he had power to do so; but said he had occasionally received money. Mr. Williamson was away at the time Stead paid witness the money, and when he returned he asked if any one had been inquiring for the hall. On being told of the transaction with Stead, Mr. Williamson said he never had let it to Mr. Bradlaugh, and asked witness why he had interfered. The four guineas had been in the possession of witness ever since it was paid to him.—The JUDGE (to Mr. Bradlaugh): I am perfectly clear that this man had no authority whatever to let the hall. I think you did right, under the circumstances, to call him; but at the same time you know as well as I do that you call a witness of that sort at the risk of putting you out of court, and that is what he has effectually done. I must nonsuit you.—Mr. BRADLAUGH asked that some points might be reserved, but his Lordship declined.—His Lordship was asked by Mr. SEYMOUR to certify for a special jury, but that he refused to do.—Plaintiff was accordingly *Nonsuited*.

ACTION BY MR. CHARLES BRADLAUGH AGAINST THE MIRFIELD TOWN HALL COMPANY.

The cause "Bradlaugh v. the Mirfield Town Hall Company," was an action in which the Plaintiff, who conducted his own case, was Mr. Charles Bradlaugh, the secularist lecturer, of London. The Defendants were represented by Mr. SEYMOUR, Q.C., and Mr. MELLOR.—The case was tried before a special jury.—Mr. BRADLAUGH said he sued for a breach of contract in the defendants refusing to carry