

CHURCHWARDENS' PREFERENCE FOR A PUBLIC-HOUSE.—Yesterday, at the County Police-court, Huddersfield, before Messrs. W. Brooke, J. Beaumont, and J. A. Armitage, Richard Durrans, brewer, Lascelles Hall; Geo. Fleetwood, blacksmith, Whitley Upper; Joseph Littlewood, joiner and cabinetmaker, Hopton; and Benjamin Fearnley, steward to one of the West Riding magistrates, were charged with having aided and abetted Richard Thornton, the landlord of the Beaumont Arms Inn, Kirkheaton, in committing a breach of the Licensed Victuallers' Act, by keeping open his house during prohibited hours on the 28th April. Mr. S. Learoyd appeared for the defendants. It appeared from the statement of Mr. Superintendent Heaton that the defendants were churchwardens at Kirkheaton Parish Church, and from time immemorial it had been the custom of the churchwardens to attend church on a Sunday morning; then when the clergyman commenced reading the second lesson to retire from the church, walk a short distance to the public-house in question, and remain there till the church had "loosed." In consequence of receiving intimation that this practice was being carried on, an officer was sent to the house between eleven and twelve o'clock on the morning of the day named, and he there saw the whole of the four defendants. At length he made known who he was, and Durrans then said, "We are fairly caught; we might as well have another glass;" and he called for one, paying for it in the presence of the officer.—At the Court-house, last week, the landlord was ordered to pay the expenses, and that order was so entered in the magistrates' book. Mr. Heaton submitted that as Mr. Learoyd, who appeared for Thornton, pleaded guilty on that occasion on behalf of his client, and, inasmuch as the bench had ordered the payment of expenses, it is tantamount to a conviction.—The question raised in that form was the subject of argument at the hearing yesterday. Mr. Learoyd contended that the mere order for payment of expenses could not be said to be a conviction, and if that were held he contended that the conviction could not be proved except by the certificate of conviction; and in this case there was none.—After a long argument the bench were advised by their clerk that there was a conviction in point of law, and after a short consultation the presiding magistrate suggested that the defendants should pay the expenses as in the other case.—The defendants agreed to do so, and the case terminated.