

asked the jury to award such damages as they considered the plaintiff entitled to. They would not forget that the defendant had not dared to appear to defend the action.

The plaintiff and her father having been examined, his LORDSHIP said it was unnecessary to call other witnesses.

The jury, after brief consultation, awarded the Plaintiff £125 damages, and his Lordship gave judgment accordingly.

BREACH OF PROMISE BY A MIRFIELD FARMER.

Miss Sarah Senior, daughter of Allen Senior, mill foreman, Dewsbury, brought an action against Mr. Geo. Fawcett, farmer, Whitley, near Mirfield, to recover damages for breach of promise to marry. The defence, as stated in the pleadings, was that no promise was made, and that if it were made, it was afterwards rescinded by mutual consent.

Mr. KERSHAW and Mr. PERCY MIDDLETON appeared for the Plaintiff; and the Defendant was unrepresented.

Mr. KERSHAW, in stating the case, said that the first promise to marry was made in 1878. The parties became acquainted in 1877. The defendant asked the plaintiff if she would agree to be engaged to him, and she replied that he had better go with her to her father's house. He did so, and was received by the family as Miss Senior's accepted suitor. When the courtship had continued for about a year the defendant seduced the plaintiff. She was then about 22 years of age. Fawcett said he could not be married just then, but no disgrace should come upon Miss Senior. She found herself pregnant. The defendant, on being told of her condition, excused himself from marriage by saying that his mother was the tenant of two farms, that she was in a feeble state of health and not expected to live long, and that he could not offer Miss Senior a comfortable home while his mother lived. Mrs. Fawcett's death occurred in February, 1883, but the defendant had not fulfilled his promise, excusing himself on various pretexts. The defendant succeeded to the farms on his mother's death, and was at present the occupant of a well-stocked farm of 45 acres. Miss Senior was now twenty-eight years of age. The child born to her had never been affiliated, as the Senior family always expected that the plaintiff would be married to the defendant. Hence he had never contributed a farthing to the child's maintenance. While the courtship was proceeding, by the express wish of the defendant, the plaintiff, who was then earning 15s. a week, gave up her work at the mill, and as a result she had lost about £70. Considering the character of the case, he (Mr. Kershaw)