

A MIRFIELD BREACH OF PROMISE CASE. OXLEY v. DEARNLEY.

Miss Emma Oxley, weaver, Lower Hopton, Mirfield, brought an action to recover damages for breach of promise to marry against Walter Dearnley, butcher, Mirfield. The defence was a denial of the promise, and a plea of infancy and exoneration before the breach was made. Mr. TINDAL ATKINSON was for the plaintiff, and Mr. WAUGH represented the defendant.—Plaintiff is 25 years of age, and the defendant 23. The parties became acquainted in December, 1878, and eventually the defendant, while not of age, promised the plaintiff marriage. On the 1st June, 1881, she gave birth to a child, of which defendant was the father. In the presence of other persons Dearnley said it would be all right; he would marry the girl. He visited the young woman regularly till the 21st May, 1883, when he ceased paying her attentions. Dearnley came of age on the 14th of April, 1883. Between these two dates the defendant asserted that, having finished his apprenticeship, he was his own master, and he would be married as soon as possible. Afterwards he told certain of the young woman's relatives that they were to be sure to come to the wedding, and went so far as to name the bridesmaids, and otherwise intimated that he intended to marry Miss Oxley. However, in February, 1885, the defendant married another woman at Brighouse. Here, the plaintiff stated, Dearnley was put into business as a butcher by the woman he had married; but now he was a labourer, and the married couple lived with his wife's mother.—His LORDSHIP: Rather a dismal prospect, I think. (Laughter.)—The defence was a complete denial of the promises sworn to by the witnesses.—The counsel for the defence, in consequence of information conveyed to him, decided not to call the defendant.—His LORDSHIP then suggested a consultation between himself and counsel; and this having taken place, his LORDSHIP said they had made the best they could of a bad business. It was a serious thing that no provision was made for the poor child; but the defendant had agreed to pay an amount to which his learned counsel had consented.—A verdict, by the direction of his Lordship, was returned for £40 damages, and £45 for costs.