

# County Monaghan News

## COUNTY MONAGHAN MURDER.

### MR. MICHAEL KELLY DEAD.

#### POLICE DECLARE THE INQUEST ILLEGAL.

On Tuesday night, as Mr. Michael Kelly, Glasglough, street, Monaghan, accompanied by Rev. L. Murray, C.C., Tydavnet, was returning from Enniskillen, where both gentlemen had been attending a funeral, the car lights went out between Scotstown and Tydavnet and in the darkness the motor ran into a ditch and turned turtle. The occupants were pinned underneath and after fifteen minutes before they succeeded in extricating themselves and proceeded to Tydavnet. Father Murray was rather badly injured and his wounds were dressed by Dr. Reynolds, Scotstown. A telephone message having been sent to Monaghan, Mr. Joseph Kelly came out with another car to take home his brother-in-law. As the car was being driven, a shot was fired, the bullet entering Mr. Kelly's right side. On reaching Monaghan medical aid was summoned, but the injured man died the next night.

On Thursday evening the Coroner for North Monaghan, Mr. Patrick Whelan, held an inquest on the body of deceased. The following were sworn in the jury: Messrs. Thos. Gallagher, U.D.C. (foreman); P. J. Duffy, Thos. McGovern, Jos. Whelan, Jos. Carr, Owen Connolly, J. P. Hughes, John Barbour, Harry Beatty, J. W. Treanor, John Hughes, Patk. Cash, Frank Tierney, Patk. McKenna, P. Adams and John Owens.

Mr. J. J. Keenan, Monaghan, appearing for the next-of-kin, said that before going into the inquest it was his duty to ask for a verdict of wilful murder. Some persons had received notices from a body of from some persons in that district ordering them not to go out at night in motors. He asked the Coroner to issue summonses to those persons who had received those notices, and, if necessary, adjourn the inquest in order to bring them there to give evidence.

The Coroner said the request was a reasonable one and should be acceded to. If there was evidence to show that such a state of affairs existed it would be necessary to have those witnesses summoned and produced.

Joseph Kelly, brother of the deceased, gave evidence of identification. He said that he accompanied his brother on Tuesday night in a motor-car driving towards Monaghan. About a mile and a half on the Monaghan side of Tydavnet village there was a ditch and the car fell into it. In his opinion there were four or five groups. He could not see any of the parties, but the shots came from both sides of the road and from the ditch. After his brother was struck by the third group, he thought the other groups also fired. The road was very narrow and there would be little chance of escape. To the foreman—He thought that the shots were from rifles, because of the force and the noise.

Continuing, he said that ten or twelve shots were fired prior to his brother being struck, and as many as eight afterwards as the car moved along the road. His brother had driven Father Murray to Tydavnet and to a funeral at Enniskillen that morning. Mr. Keenan—"It would be perfectly apparent to anyone that your brother would have to come back the same way at night."

Witness—Believe so.

After the shot was fired witness said, he drove ahead. His brother fell over on witness and shouted, "I'm shot." He was shot from the right, the bullet passing witness. The shooting occurred about 11 o'clock or ten minutes past. His brother was 37 years of age and was single.

At this stage Head-Constable McDonagh, Monaghan, accompanied by a few police constables, entered the room and, in the presence of the Coroner, said that it was his duty to inform him that the inquest was illegal, because the police had not been notified. The Coroner said that the inquest was illegal, because the police had not been notified. The Coroner said that the inquest was illegal, because the police had not been notified.

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## MONAGHAN RURAL COUNCIL.

The Rural Council meeting took place immediately after the Guardians' meeting. Mr. James Johnston (chairman) presiding. The attendance was the same as at the previous meeting, with the exception of the Town Guardians.

There were two cases of insanitary dwellings reported, and in one case it was reported that the roof of the house had fallen in and the premises were unfit for habitation. It was stated that the occupant had been evicted.

On the motion of Mr. Gough, seconded by Mr. Coyle, it was decided that the man should be brought before the Parish Arbitration Court and compelled to put his dwelling into proper repair.

**Vacant Cottages.**

Mr. Coyle said that there was a cottage at Blacklaw in which the tenant died 12 months ago. It had been in the hands of an inhabitant. There was a young man looking for the cottage now named John Sheridan, and he proposed that he set it.

Mr. Ed. Smyth seconded, and the motion was carried.

## Half-Yearly Meeting.

The Clerk said it was important that the public should know that the date of the half-yearly meeting of the Council had been changed to 18th November.

## ULSTER HORSE DEALERS.

A meeting of prominent horse dealers at Armagh, Ulster, took place on Tuesday night. A resolution was passed in reference to the boycott of Ulster horse dealers at fairs and markets, and it was decided that the dealers in the north who are daily purchasing in those fairs, such being alleged to be at Monaghan, should be the detriment of Protestant dealers in Ulster.

## MONAGHAN COURT OCCUPIED.

A force of military under two officers arrived by motor-lorry in Monaghan on Tuesday night from Carrickmacross, and proceeded to the County Courthouse, which they occupied, placing guards round the buildings.

## FOWL PLAQUE.

Fowl plague kills off large flocks of fowl in a short time. The fowl for it is Ku-Ku, made by the Ovelles Spice Co., Newry. This should be given in all violent attacks. It can be had in 1/6 and 2/6 tins (postage 6d. extra each size) from B. Boyle, Cooteshill; Brennan's Medical Hall, Arva; or from Ovelles agents everywhere, or direct from the makers.

## BALLYBAW FAIR.

Held on Friday and Saturday. It was the first fair held in the town since the withdrawal of the train service, and, considering the small number of stalls, the fair was a success. The fair was a success. The fair was a success.

## YOU CAN GET EVERYTHING IN FARM MACHINERY, HARDWARE, IRONMONGERY, FURNITURE, AND JEWELLERY AT

McHENRY'S, CLONES.

## MILITARY RAID AT BALLYBAW.

On Thursday night a party of military raided or searched several houses in Ballybaw and neighbourhood. No one was arrested, but it is stated that in some of the places visited revolvers were found.

## Cuticura Girls Are Sweet and Dainty

Nothing so injures a healthy, clear complexion as Cuticura Soap, assisted by Cuticura Ointment when necessary. Cuticura Ointment is not a cosmetic. It is a purifier. It imparts to the person a charm incomparable and peculiar to itself.

## CLONES QUARTER SESSIONS.

### ACTION AGAINST COL. MADDEN.

His honor County Court Judge Johnston, K.C., sat in the Court-house, Clones, on Thursday and disposed of the business listed for hearing, which was of a light nature. Lieut.-Col. Madden sued by Belfast Firm. Lieut.-Col. J. C. Madden, D.L., Hilton Park, Clones, was present at the suit of J. B. Ferguson, Ltd., motor-car builders and mechanical engineers, for £7 6s. 9d. balance of an account for sundry items in connection with the motor-car. Mr. M. E. Knight, solicitor, Clones, appeared for the plaintiff; and Lieut.-Col. Madden, who is a doctor connected with the English Bar, conducted his own case.

When the case was called, Mr. Knight said there was no appearance entered by way of a defence, and he took it that Col. Madden was not defending.

Col. Madden said he was defending the case. His honor—There has been no defence entered in the books. Col. Madden said the case had been listed for the previous sessions, but was adjourned at the request of the plaintiff. He did not think in consequence of that, that there was any need to enter a defence for the present sessions.

Mr. Knight said if there was a defence it should have been entered in the usual way. On the application of Col. Madden his honor allowed a defence to be entered. Mr. Knight, in placing the facts connected with the case before his honor, pointed out that in the year 1919 Col. Madden secured his private motor-car, a Landau, to his clients' firm in Belfast for overhauling and repairs, and same were executed. Col. Madden, on taking home the car himself by road from Belfast had a breakdown somewhere between Armagh and Monaghan, and the car was sent back again, and the repairs done the second time were executed free of cost. The item in the present amount sued for had nothing whatever to do with the other repairs, as they were for a separate and distinct kind of work in connection with tyres, and were made up of three or four different items included in the amount sued for.

His honor, in dealing with the case, inquired of the plaintiff's firm, examined, deposed to the car coming to his firm for overhauling, and an estimate asked for was given. The car was carried to his firm, and Col. Madden took delivery of the car, and on his way home it broke down and was sent back, but they took no responsibility for what occurred because when the car left the works it was in perfect order and thoroughly tested. His firm agreed, however, to execute the repairs caused by the breakdown on the way home and did so. It was then that Col. Madden, a present of same was made to Col. Madden. A cheque for £85 12s. 6d. was received from Col. Madden, which covered the overhauling and repairs, including some other failures which were discovered when the car was completely dismantled and which were not observable when the first estimate was made. The present amount sued for was for other work done in a different department to where the mechanical work was performed, and was in respect of tyre repairs, etc., some of the work being done off the firm.

The witness was cross-examined by Col. Madden as to how it was the items sued for, if they were not included in the account furnished. Witness said Col. Madden was only furnished for mechanical overhauling.

His honor—The first estimate for overhauling was £70 12s. 6d., but some other defects cropped up which brought the amount to £85 12s. 6d., which sum defendant said he had paid. It was then that Col. Madden disputed.

Lieut.-Col. Madden, in opening his defence, said he purchased the car in 1913 and it never had a breakdown until 1919. Having sent the car to Ferguson's, he explained to Mr. Shaw, the engineering manager, what was wrong with the car which he was assured, after a reasonable time, that the car was all right, but it was only after two months he had to take the car, which he took delivery of, which broke down some distance outside Armagh, and he had to take it to his firm. He considered he was not liable for in consequence of some conversation he had with Mr. Shaw, the firm, in this connection, but it was only after two months he had to take the car, which he took delivery of, which broke down some distance outside Armagh, and he had to take it to his firm. 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