



# Report, Inquest details and more: The Bloomfield Mill Disaster Friday 10 January 1851

## PREFACE

Before coming to the details of the 1851 Mill Disaster, (page 25 onwards), I've taken this opportunity to add some additional news items which help to fill in the intervening years — including the 1816 bankruptcy of William Seed and Robert Bailie (fascinating information about the mill itself and the association with the windmill situated just before Elm Grove on the road from Belfast). An Appendix (page 86 etc.) gives some genealogical details of the subsequent owners – Messrs Radcliff and Munce and their families.

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The Owen O'Cork Mill, also known variously as the Bloomfield Mill, Beer's Mill or Beer's Bridge Mill, has a long and ancient history. It sits alongside Conn's Water in the townland of Ballymacarrett, on the boundary with the townland of Ballyhackamore.

I have already noted its earliest mentions on the webpage *Up to c1775* on the website hosting this PDF document (at **BloomfieldBelfast.co.uk**) – along with a discussion about who Mr Beer or Mr Beers might have been (Spoiler: a bridge bearing his name – or the naming of that specific bridge – probably first dates from around 1650 when Richard Pierson had a seven-year lease of Ballymacarrett. A grave in Knock Burial Ground for 'Richard Person' [sic] also mentions various members of the Beere family.)

Originally part of the Claneboye estate, Ballymacarrett was leased by a wealthy merchant, shipowner and Belfast's first Sovereign, Thomas Pottinger, in 1672 from Lord Clanbrassil as a perpetual leasehold for £300 and an annual rent of £30.

That sale included 'the corne mill called by the name of Owen Corke Mill, situate neere or upon the premises; together with the lands belonging to the said corne mill then, in the possession of John Wilson, and his undertenants and cottiers; that was to say, six acres of land, part of Ballymacarrett, aforesaid, and six acres of land, part of Ballyhackamore, together with the nett profits of toll or mulcture [a tax or toll, being a fixed proportion of grain paid to the miller to grind the grain] thereunto belonging, issuing and payable out of the townes and lands of Ballymacarrett, Ballyhackamore, Knocke, Ballyloghan, Strandtown, Ballymather, and Ballymaser; and also the fynes payable thereout by the tennants inhabitinge the said townlands, for not grinding their corne and grayne at the said mill, according to the covenants therein exprest, and all other incident profits and duties to the said mill belonging.' (See more at *Up to c1775* as above.)

So, at the moment, there is a gap from 1672 when the 'Owen Corke Mill' was 'in the possession of John Wilson' to 1783 when Messrs. Thomson and Seed come into the picture.

Thomas Pottinger's grandson, also Thomas (or perhaps his great grandson Eldred?), sold Ballymacarrett to the Honourable Barry Yelverton (1736-1805) around 1779, formally contracted in 1781 for £18,113. 5s.

Yelverton was an Irish judge and politician; he was created 1st Viscount Avonmore in 1800. Yelverton signed off on a new lease to Messrs. Thomson and Seed, dated 26 November, 1783 for

'lives renewable for ever, bearing, of all that the Mills of Owen O'Cork, known by the name of Beer's Bridge Mills, with the Waters and Watercourses thereto belonging, and all the Lands and Messuages set out in a map annexed to said Lease, containing by admeasurement 11a. 3r. 38p., Cunningham measure, equal to 15a. 1r. 36p., statute measure, or thereabouts, be the same more or less, and also all Houses and Buildings erected thereon, situate in the Barony of Castlereagh and County Down.'

Mr Thomson seems to be out of the picture just a year later:

*The Belfast Mercury; or, Freeman's Chronicle* – Friday, 10 September 1784, page 1

**SPIRITS by Auction.**  
ON Friday next the 10th inst. will be sold by WM. SEED and Co. at the New Stores, Chichester-Quay, at one o'Clock,  
*Ten Pipes BRANDY,*  
*Three Pipes GINEVA,*  
*And a few Puncheons STRONG WHISKEY;*  
To be put up in such quantities as are agreeable to the Purchasers. Approved Bills on Dublin at 3 months will be taken in payment, or 2 per cent discount for Ready Money.  
WILLIAM SEED and Co. beg leave to acquaint their Friends and the Public, that they have now in their Stores adjoining the Weigh-House, and are daily receiving from their Mills, FLOUR of different kinds, the Quality of which they are convinced will give entire satisfaction. Ready Money; and the highest Price given for GOOD Wheat, at the Flour Mills, Beer's Bridge. None but the BEST will be bought at any price.  
Belfast; 7th Sept. 1784.

In 1787, Yelverton sold Ballymacarrett for £25,000 to Belfast's landlord, Arthur Chichester, 1st Marquess of Donegall.

The second Appendix to this particular document (see page 91 below) shows that over 60 years later there were ongoing issues as to who had the rights to Ballymacarrett lands, including the 'mill called Owen-o-Corke'.

Meanwhile ...

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**W H E A T,**  
**WANTED BY WILLIAM SEED & CO.**  
AT THEIR  
**MILLS, BEER'S-BRIDGE,**  
*For which the Highest Price will be given.*

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**PRICES OF FLOUR, AT THEIR STORES,**  
ADJOINING THE WEIGH-HOUSE.

FIRST, 26s. per cwt.	THIRD, 23s. per cwt.
SECOND, 25s. per do.	FOURTH, 20s. per do.

Belfast, Nov. 22, 1795.

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On the 1st Marquess of Donegall's death in 1799, Ballymacarrett passed, unusually, to his third and youngest son, Lord Spencer Stanley Chichester (1775-1819), thanks to a marriage settlement of 1761 – the 1st Marquess's first marriage.

Ballymacarrett, with its sloblands, the Conn's Water river and the Owen O'Cork mill, then passed to Spencer Stanley's son, Arthur Chichester, the 1st Lord Templemore (1797-1837). In turn, his son, Henry Spencer-Chichester (1821-1906), inherited Ballymacarrett in 1837 and he was the owner of the townland until his death.

At some stage after 1795 the business of William Seed & Co. has been superseded by that of Seed and Bailie. The 1805 *Belfast Traders' Directory* has:

'Seed, William and Bailie, Robt., and Co., merchants, 1 Weigh House Lane (82 High Street)'

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*Belfast Commercial Chronicle* - Wednesday 09 October 1805, page 3

*Belfast Commercial Chronicle* - Monday 11 November 1805, page 1

### **OATS**

WILL be bought through the Season by WM. SEED  
and R. BAILIE, at their Mills, Beer's Bridge, for which  
a fair Market Price will be paid in Gold.

### **WHEAT**

At the above Mills, the highest Price at all Times is paid.  
Oct. 7.

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*Belfast Commercial Chronicle* - Saturday 03 December 1808, page 3

### **A THREAD MILL TO BE SOLD**

OF Twenty-four SPINDLES, on the most approved Plan.  
Apply to JOHN LAMONT, Beers-Bridge Mills.  
Belfast, Nov. 24.

**WHEAT**  
**WM. SEED & R. BAILIE**

BEING informed that some evil-minded Person or Persons having spread a report in and about Holywood, that they have stopt [sic] purchasing WHEAT at their Mills at Beers' bridge, from being overstocked, think it necessary to acquaint that Neighbourhood, that they are now giving, and at all times continue to give, the highest Market Price for best Wheat, at their Mills.

Belfast, Feb 14.

P.S. — S. & B. will handsomely reward any Person informing them who were the Persons spreading such report, and if required their names shall be kept secret.

**IN THE MATTER OF**  
**WM. SEED & ROBT. BAILIE,**  
**BANKRUPTS.**

TO be SOLD by PUBLIC AUCTION, at the Old Coffee-Room in the EXCHANGE, Belfast, on FRIDAY the 28th June inst. at TWELVE o'Clock, ALL the BANKRUPTS' RIGHT, TITLE, and INTEREST, in the

FOLLOWING PREMISES:

No. 1 — That FLOUR MILL of BEER'S-BRIDGE, with Eleven Acres, Three Roods, and Twenty-Eight Perches of LAND, situated in the County of Down, and within one mile and a half of the town of Belfast, held under the Hon. Lord Spencer Chichester, by Lease, for Three Lives, renewable forever, at the yearly Rent of £45: 17: 8; and Five Pounds renewal fine on the fall of each Life.

—The Mill contains Four Stories [sic] of 82 feet in length, and 48 in breadth, containing a Kiln, four pairs of Stones for Grinding Wheat, and one pair for Shelling — together with Bolting, Screening, and all other Machinery required in the Manufacture of Flour — Adjoining the Mill, but not attached to it, is a BUILDING containing a STEAM ENGINE, made by BOLTON & WATT, of Six Horse power, which drives one pair of Stones — On the Land there is built a good HOUSE for the Clerk, and TWO CABINS for Workmen.

No. 2 — The WIND MILL, and Four Acres, Three Roods and Thirty-Eight Perches of LAND, situated in the County of Down, and within one mile and a half of Belfast, held under Dr. James McDonnell, for 31 years, from 17th September, 1799, at the yearly Rent of £28: 8[:] — The Wind Mill contains one pair of Stones for Grinding Wheat, and is in every respect in complete order — One Acre of this Lot is Let to JOHN AUSTIN, for 21 years, from 1800, at £4: 11: per annum.

No. 3 — That LOT of LAND adjoining the WATER MILL, consisting of Three Acres, One Rood, and Four Perches, under Planting, held under Dr James McDonnell, for 48½ years, from 1st November, 1800, at the yearly Rent of £9: 16: 6.

No. 4 — The WARE-HOUSES situated in WEIGH HOUSE-LANE, in the Town of Belfast, extending in front to that Lane 101 feet, and in depth 21 feet 9 inches; and a LOT of GROUND in FOREST-LANE, on which part of these Ware-Houses are situate, containing in front to that Lane 17 feet 8 inches, and in depth 16 feet 6 inches, held by Lease under John Turnley, Esq. for 93 years, from 1st May, 1770, subject to the yearly Rent of £17: 7: 2: and also, to an Annuity of £60 sterling, payable to Mrs SEED, for life, in the event of her surviving Mr SEED, her husband — The Stores consist of Three Floors and the Ground Storey.

No. 5 — The LOT of GROUND near the BELFAST SALT-WORKS, formerly occupied by the late HUGH RITCHIE as a Ship-Yard extending in front next the Quay 130 feet, and in depth 221 feet, held under Narcissus Batt, Esq. for 61 years, from 5th September, 1809, at the yearly Rent of £49: 2. — At the rear of this Concern there is a HOUSE built, which is Let on Lease at £22: 15: per annum.

No. 6 — A PROFIT RENT of £10 per annum, arising from a HOUSE situated in CHURCH-LANE, in the Town of Belfast, held by Lease from William Mulrea, for 59½ years, from November, 1805, at the yearly Rent of £49: 19: 11: and now Let at £60 per annum, to Francis Ireland, on Lease for the above term.

No. 7 — The STORES and YARD in MARLBRO'-STREET, in the town of Belfast, extending in front 32 feet, extending backwards about 47 feet and in length at the rear about 31 feet, held by lease under JOHN CUNNINGHAM, Esq. for Eleven Years from 1st November last, subject to the Yearly Rent of £34, 2s. 6d.

No. 8 — Two-thirds INTEREST of a HOLDING situated in WEIGH-HOUSE LANE, town of Belfast, at present occupied by them as Office and Store. Further particulars of this Concern will be given at time Sale.

No. 9 — The DWELLING HOUSE and GARDEN near BEERS BRIDGE MILLS in the County of Down, at present occupied by Mr. SEED, held under Lease from GILBERT McILVEEN, Esq. for 200 years from 17th April, 1805, subject to the Yearly Rent of £11. 7s. 6d per ann. [NB: The £11 is difficult to decipher. Might be £41]

No. 10 — ROBERT BAILIE'S LIFE INTEREST in the SUM of £120 per annum, settled on his intermarriage with Mrs BAILIE, and secured by mortgage on the Lands of Messrs. GRIMSHAW's, Whitehouse, situated in the county of Antrim.

For further information, application to be made to Messrs. WHITLA & CRANSTON, Solicitors, Belfast, and 39, Hardwicke-street, Dublin.

NARCISSUS BATT, }  
JAMES ORR,               } Assignees

Belfast, June 7, 1816.

*N.B. — If the MILLS are not Sold, they will be LET for ONE YEAR on reasonable terms.*

After the bankruptcy, the mill was then sold by the assignees, Narcissus Batt and James Orr, to Radcliff and Munce, proprietors of a 'Wholesale English Woollen Warehouse' in Bridge-street, Belfast (they'd been advertising in the press from at least 1806 onwards).

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*Belfast Commercial Chronicle* - Monday 13 October 1817, page 3

*Belfast Commercial Chronicle* - Wednesday 05 November 1817, page 1

### **WHEAT WANTED.**

RADCLIFF & MUNCE will give the Highest Price for WHEAT of the Best Quality, at their Mills, BEER'S BRIDGE.

An Experienced FLOUR MILLER wanted — None need apply but those who can produce the most satisfactory reference as to Character and Abilities.                      October 3, 1817.

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In 1819, on 1 June, William Radcliff married Harriet McWilliam in Gatehouse of Fleet in the civil parish of Girthon, Kirkcudbrightshire, Dumfries and Galloway, Scotland.

William Radcliff & John Munce continued to run the Beer's Bridge Mills, but in 1825 they 'resigned' from their Wholesale Woollen business, selling it as a going concern to John Weir. John Munce's brother Samuel ran a successful wholesale woollen, flannel and blanket warehouse in Dublin, certainly from 1816. John seems to have replaced him after the death of Samuel's first wife, Elizabeth. In 1831, the newly remarried Samuel emigrated to Tasmania in 1831 with his second wife.

John Munce, now 'of the city of Dublin' died 'of a bilious fever' on 1 May 1828 (*Belfast News-Letter*, 6 May 1828, page 2). Hence the following advertisement on page 4 of *Saunders's News-Letter*, Monday 12 January 1829, from Ferguson & Co, General Mart, Bachelor's-walk:

At No.12, INNS-QUAY  
On MONDAY, 19th JANUARY Instant,  
And following days,  
By Order of the Executors of the late John Munce,  
WE will SELL by AUCTION, the effects of the deceased, consisting of the Furniture of two Parlours, two Drawing-rooms, five Bed chambers, House Linen, about 80 dozen Wines, in Port, Claret, Sherry, &c., Gig, Jaunting Car, Mangle, China, Delft, Glass, Kitchen, Requisites, &c.

Page 3 of *Saunders's News-Letter*, Wednesday 25 November 1829 carries an advertisement, under the heading of **DECREES**, and listing Frederick James Munce (John's youngest son) as the Plaintiff and William Radcliff Munce (John's eldest son) 'and Others' as the Defendants.

PURSUANT to the Decree of his Majesty's High Court of Chancery in Ireland, made in this Cause, and bearing date the twenty third day of July, 1829, I hereby require all persons to whom John Munce, late of Inns quay, in the City of Dublin, Merchant, deceased, stood indebted, or who have debts, charges or incumbrances, affecting the lands, houses and premises in the pleadings in this cause mentioned, to come in and prove same before me, on or before the seventh day of December next, otherwise they will be precluded from all benefit arising from said Decree. — Dated this 19th day of November, 1829.

THOMAS ELLIS.

Richard P. Tighe, Plaintiff's Solicitor, No.7, Hardwicke-street.

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John Munce had married Sarah, a sister of William Radcliff and their first-born son was William Radcliff Munce, said to be born in 1821 (I do wonder if this shouldn't be an earlier date?). Their youngest son, Frederick James Munce, died in March 1832 'at the house of his grandmother, Mrs Radcliff, Chichester -street'.)

In April 1832, the same year in which John Munce's youngest son died, Alan Radcliff, the two-year-old son of William Radcliff also died. Clifton Street Cemetery records that he had been 'Born at Beer's Bridge where the family reside'.

Some further genealogical details for both Radcliff and Munce can be found in the Appendix of this PDF (page 87).

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There were difficult times ahead for the Beer's-Bridge Mill. Fire risk must have been a constant worry for all mills, but William Radcliff suffered not one, but two fires. The thought of insurance scams (given that bankruptcy was looming) is a difficult one to avoid! Perhaps it really was just a terrible coincidence.

*Belfast Commercial Chronicle* - Monday 30 January 1837, page 3

**ACKNOWLEDGMENT.**

I DO hereby acknowledge to have received from the SCOTTISH UNION FIRE AND LIFE INSURANCE COMPANY, through their Agent here, G. HEYN. Esq., the Sum of £741.8s. for loss sustained by the late Fire at my Mill; and return my most cordial thanks for the prompt and satisfactory manner in which my claim has been settled. The great attention of Mr. Heyn cannot be sufficiently praised — not the slightest hindrance was thrown in my way, but every facility afforded to effect a speedy and equitable settlement.

WM. RADCLIFF.

BEER'S-BRIDGE MILLS, 28th Jan. 1837.

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*Belfast Commercial Chronicle* - Monday 20 February 1837, page 3

**ACKNOWLEDGMENT.**

I DO hereby acknowledge to have received from the ATLAS Insurance Office the sum of £1772. 12s. 4d., and from the PHOENIX Office the sum of £2368. 14s. 11d., being the amount of my claims against them for loss sustained by the late Fire at my Mills; and now return my best thanks to the Directors of both Companies in London, and their Agents here, C. B. GRIMSHAW and J. W. McCracken, Esqrs. for their attention to the arrangement, and the equitable manner in which they settled a difficult claim, arising out of the different Policies which I held, and also their wish that no useless delay on their part should take place.

WM. RADCLIFF.

BEER'S-BRIDGE MILLS, 18th Feb. 1837.

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The *List of Subscribers to the Belfast and Hollywood [sic] Railway* (House of Commons, 7 March 1837 – Parliamentary Papers, Volume 48, page 47) reveals that:

Wm Radcliff, merchant / Residence: Beer's Bridge / had 100 shares, worth £1,000.

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And then followed another, a second fire ...

(see also the *Agnew 1831-1844* webpage on this website — BloomfieldBelfast.co.uk).

*Belfast News Letter*, Friday 16 November 1838 and  
*Northern Whig*, Thursday 15 November 1838.

### A CARD

I beg leave to return my warmest acknowledgments for the exertions used at the Fire which took place at my Mill, on Monday morning last, by JOHN AGNEW, Esq. Sovereign [of Bloomfield House], who, by his early arrival and judicious arrangements in keeping order, contributed most materially to save a large portion of the property, in which he was aided by JOHN MONTGOMERY, Esq. of Beers'-Bridge [sic] Cottage; J. MONTGOMERY, Esq. Elm-Grove; and Dr. McKIBBIN, who stopped their Mills, and turned out their hands to assist. My best thanks are also due to Mr MURRAY, of the Lagan Foundry, who, at great personal risk, succeeded in arresting the progress of the flames in the most valuable part of the premises, until the arrival of the Major, Surgeon, and other Officers of the 22d Regiment, accompanied by a detachment, and their powerful Engine, who eventually, succeeded in confining the fire to one room; as also to F. GIVEEN, Esq. of the Constabulary, who used every exertion in his power to keep order, and protect from plunder the property exposed by the unfortunate occurrence.

W. RADCLIFF.

Beers'-Bridge [sic] Mills, 14th Nov. 1838.

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Were either of these J. Montgomerys or Dr McKibbin the same John Montgomery and/or Robert McKibbin mentioned in the Chancery advertisements of 1846 (see page 19 of this PDF below)?

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*Belfast Commercial Chronicle* - Wednesday 05 December 1838, page 3

### Acknowledgment.

I ACKNOWLEDGE to have received from the Directors of the ATLAS FIRE OFFICE, by their Agent, C. P. GRIMSHAW, Esq. the full amount of my Claim against them, for Damages sustained by Fire, at my Mill, on the 12th ult; and return them my thanks for the prompt and satisfactory manner in which they and their Agent settled my loss.

WM. RADCLIFF.

Beers'-Bridge Mills, 3d Dec. 1838.

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All was not well.

The next 'Trouble at t'mill' came all too soon, this time from a relatively new neighbour, Thomas Ferguson of Greenville. Others mentioned include John Holmes Houston, formerly of Greenville and now of Orangefield.

This is a lengthy report and you may wish to skim through it, but there are some useful references to historical agreements, to flooding issues caused by the mill dam (which seems



to have had a small island – Yelverton’s Island), and to neighbourly relationships! The report ends at the top of page 15.

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*Northern Whig* - Tuesday 12 March 1839, page 4

*Thomas Ferguson v. William Radcliff.*

This action was tried before Thomas McDonnell, Esq., Q.C., and the following Jury:— Wm. Johnston, Thos. Stott McCullough, John Miller, John Johnston, James Bryden, James Cowan Moreland, Alex. McBurney, John Graham, John Hunter, James Heron, Thomas Gracey, and John Davidson, Esqrs.

Mr. NAPIER opened the pleadings. Damages were laid at £500.

Mr. GILMORE, Q.C. stated the plaintiff’s case. This was an action brought by his client, Mr. Ferguson, who was a gentleman residing at Greenville, in that County, against the defendant, Mr. Radcliff, who was owner of the Beer’s-bridge, formerly called Owen O’Cork, mills. The dam supplying the mills skirted the demesne lands of Greenville, and other lands adjacent; was kept up to a greater height, by the defendant, than he was legally entitled to do; and the water, being consequently forced back, flooded part of the lands of Greenville. This was the cause of the present action. Three streams fed this pond or mill-dam, which bringing down deposits of sand and mud, required constant cleaning out. The overfall or weir was 111 feet in length; and, as soon as the water arose to the summit of this weir, it flowed off.

In 1803, Mr. John Holmes Houston went to reside at Greenville; and, when the accumulation of mud and dirt increased on the weir, he was in the habit of sending down his men to clear it off. Prior to the year 1816, disputes frequently arose between the owners of these mills and the proprietors of the lands; but, that year, Messrs. Seed and Bailie, having put mud or sods on the weir, contrary to old custom, several of these proprietors of land, amongst whom were Mr. Houston, Mr. Mitchell, Mr. Banks, Dr. McDonnell and Mr. Ireland, remonstrated strongly against it. Messrs. Seed and Bailie becoming bankrupts, in that year, their property in those mills was transferred to Messrs. James Orr and Narcissus Batt, their assignees, and all parties came to an agreement to refer the question in dispute to arbitration; and the following regular submission was entered into:—

“A dispute having arisen between the undersigned, and the assignees of Wm. Seed and Bailie, and Stephen Moreland, relative to the weir of Beer’s-bridge mills, &c., it is mutually agreed, between the parties, that the matter in dispute be left to the decision of Messrs. J. S. Ferguson and Alexander Stewart, with liberty to them to call in an umpire, if necessary. It is further agreed each of us, at any future period, to sign any legal instrument relating to this business, that may be required of us by the arbitrators.

(Signed),

JAMES McDONNELL, JOHN HOUSTON, A. MITCHELL, / JOHN BANKS, JOHN IRELAND.

NARCISSUS BATT    }  
JAMES ORR            } Assignees of Seed and Bailie.

Belfast, 1st July, 1816.”

Messrs. Ferguson and Stewart attended on the premises. —

All parties concerned were in attendance. Witnesses were examined on the spot, upon oath; and the following award was made :— “We have viewed the weir at Beer’s-bridge mills; and, having heard various witnesses examined, on oath, as to the original height of the weir, as erected, many years ago, are of opinion, that the plank laid down on the edge formed the top, or highest part of the weir, as originally made; and that any accumulation since, of grass, mud, or sods, is not to be considered as forming part of said weir, and should be removed, and cleaned off, so that the plank laid across the weir should always be considered the legal height of said weir.

JOHN S. FERGUSON.

ALEX. STEWART.

Belfast, 4th July, 1816”

This award was founded on very just principles. It was a common practice, where there was a small amount of rise and fall water, to have a ridge board placed on the weir. This shewed the height of water at that time. It occurred, however, to the parties, to have another standard more permanent, and less liable to decay, or to be carried away by flood, or sudden rising of the water; and, accordingly, a surveyor, called Guthrie, was brought on the premises, by the parties concerned, and took the level, from the highest part of the ridge board on the weir. There is a small bridge adjacent, through which the water flowed from the upper into the lower dam, from the crown work of the arch of which a level was taken by Guthrie, with the top of ridge board on the weir; and it was found, that it was six inches and a half above the level of the ridge board on the weir.

There was a mark on a freestone-block above the crown work of the arch, which was found to be two feet above the level of the ridge board. These two marks were the only points ascertained by Guthrie, at that time. There was afterwards a third mark, which was this, — that, when the water was on a level with a long piece of freestone in the side of the arch, the water was flowing over the weir. These were the standards of the height that the weir should be. By these three permanent marks, not liable to decay or alteration, the proper standard was ascertained. The mud and sods were, in pursuance of the said award, removed from the top of the weir.

Matters remained in this state from 1816 till 1829, when Mr. Houston left Greenville, up till which period, Mr. Houston had, from time to time, sent his people to clear accumulation of sods and mud from the weir, in consequence of which his lands were never flooded. In 1817, the mills came into the possession of Mr. Radcliff, who purchased from the assignees of Seed and Bailie, and has continued in possession ever since. No difference ever took place between him and Mr. Houston. In 1829, Mr. Houston sold to Mr. Stott, who remained in possession, until 1833 or 1834.

The weir became dilapidated, in 1834, when Mr. Radcliff repaired it. He had every right to do so; but no right whatever to raise or heighten it. The first cause of complaint of his client was this, that Mr. Radcliff raised the stonework at the lowest end of the weir, 2 inches higher than the old standard. This caused it to be 4½ inches from the crown of the arch, in place of 6½; and, instead of 24 inches from the mark in the freestone block, it was only 22 inches. This weir was not of one uniform height. It was 111 feet in length; but, at the South end, was eight inches too high. By this means, the land was now almost constantly flooded, though it was never so, prior to the construction of this new weir, by the defendant.

When Mr. Ferguson went into possession of Greenville, he found the lands much more flooded than they had formerly been. On inquiry how this happened, he found an immense

accumulation of mud, much higher than the weir, in the front of it. Mr. Radcliff refused to remove this, although requested to do so by message and letter. On the 28th of March last, Mr. Ferguson sent workmen to clear away this obstruction; but they were forcibly prevented from doing so by the labourers of the defendant. On the 2d of April, he sowed the field higher than the holme-field [sic] adjoining the dam, with oats, and his crop was utterly lost, by reason of the water flooding it. Mr. Ferguson, again, on the 28th August, attempted to clear away this accumulation from the front of the weir, but was resisted with force, and threatened with violence.

Mr. Ferguson then sent a friend to the defendant to explain the nature of the award and survey to him; but still to no purpose. Before Mr. Ferguson brought the present action, his surveyor examined the weir, and found the stonework raised 2 inches in the lowest part, and 8 inches in the highest, besides the mud and sods on the top. By this, his land was rendered useless, which would not have happened, if the weir had been kept at the proper level. The question for the Jury to try was, simply, what were the rights of these parties. Mr. Radcliff was not entitled to flood one inch of Mr. Ferguson's ground.

His client suffered materially, from lapse of time; Guthrie, the surveyor, and several other important witnesses on his behalf being since dead; but they had several unimpeachable witnesses, who could point out the marks which were the standard of what the height of this weir ought to be. They did not seek for damages, although laid in the declaration; but brought this action merely for the purpose of ascertaining the rights of the parties, and, therefore, a nominal verdict for his client would answer their purposes, because would establish their rights.

Evidence was then called, in support of this statement. Thomas Walsh, a Surveyor, who took the levels of the dam, in September last, stated, that the weir was higher than it had formerly been, taking the several marks on the bridge, as standard levels. The next witness was J. H. Houston, Esq., who described the case of the submission and the award, the survey by Guthrie, and the fixing of the mark on the bridge, as set forth by Counsel. Guthrie took the levels, as stated in the memorandum tacked to the award; that memorandum was in witness's handwriting; witness saw Guthrie sign it.

Another witness, James Reid, stated being present, when Guthrie surveyed the place; witness had cleared the weir, by Mr. Houston's directions; when cleaned, the lands were not flooded; saw some clay on the weir, a week ago, which prevented the water from flowing freely over. Thos. Mercer, who lives with Mr. Houston, stated, that the holme-field was frequently flooded by back water; an oat-field was flooded, and the crop destroyed. — Was sent to clear away the mud, but was prevented by Mr. Radcliff's men. There was mud on the weir, to the height of 7 to 9 inches. Several documents, including the award, memorandum, &c., were handed in.

Mr. TOMB stated the defendant's case. He said he felt considerable anxiety and embarrassment, not from any doubt of the goodness of his client's cause, but from a consciousness of his own inability to lay the case before the Jury as it ought be, the more especially when opposed to such great odds as the eloquence and experience of Mr. Holmes, the ingenuity and tact of Mr. Gilmore, and the legal acumen of Mr. Napier; but he felt reassured, when addressing those who had the advantage of a view of the premises in question, and which would enable them to form a sound and correct opinion on this case, which he felt convinced would be, that the present action had foundation neither in law nor injustice. He trusted, therefore, that the Jury would listen to him, with patient attention; and,

if he did not state his client's case as perfectly as he ought to do, they would attribute it, in a great degree, to his not having had the advantage of having seen the premises, as they had.

The Beers'-bridge, formerly called Owen O'Cork, mills, were, in the year 1783, the property of the Honourable Barry Yelverton, afterwards Lord Avonmore, who, by lease of that date, granted them and the premises mentioned in said lease, to Messrs. Thomson and Seed. — Afterwards, they came into the possession of Messrs. Seed and Bailie, who, becoming bankrupts in 1816, their interest therein was sold, by their Assignees, Messrs. Narcissus Batt and James Orr, to his client, Mr. Radcliffe [sic], who had continued ever since in possession of them. During that period, the lands of Greenville were occupied by Mr. John Holmes Houston, who, in 1829, disposed of them to Mr. Stott, who sold to Mr. Thomas Ferguson, the present plaintiff, who has held them for upwards of a year.

Mr. Ferguson had thought proper to bring this action for the alleged raising of the dam and weir, and flooding his field. His (Mr. Tomb's) short and emphatic answer to this was, that his client had done no such thing; and, if he could bring forward the facts and circumstances which he was instructed, and believed he could do, he would satisfy the Jury, that the complaint had no foundation in fact or in law. He did not seek to obtain a verdict for his client, by any of the adventitious means imputed to him by his Learned friend, Mr. Gilmore. No such thing. It was the duty of the Jury to protect the rights of all parties; and the simple question for them to try was this, had Mr. Radcliffe injured the land of the plaintiff, by raising the weir? He met this, by a flat denial.

He would prove, that, when Mr. Radcliffe, in 1817, came into possession of these premises, the weir was higher than at present, and that the water is now lower than it was then; that, since that period, the lands of Greenville, so far from being injured or overflowed, had, in fact, encroached upon the dam; and, if this should be the fact, then there must be an end to the present action. The first thing he wished to impress upon the Jury was this, — that the contents of the dam were less now than in 1816, the time of this alleged award, and the map annexed to it, and less than in the map annexed to the deed of 1783. That map described the dam as containing six acres, Cunningham measure, and Yelverton's Island was in it; and, in the document which had been read, and put in evidence, by the plaintiff, it was stated as containing six acres and ten perches, Cunningham measure.

He must confess, he was struck with the account of the measurement of the dam, by Walsh, the Surveyor, who was examined, yesterday, and who stated, that he measured it three times over. The object was, to see whether the dam had increased or diminished. If the water was lower, it must have diminished. The first guide Walsh adopted was the Ordnance Survey, which made the contents of the dam six acres, English statute measure. He was sent back again, with Mercer, the labourer of Ferguson, to point out to him its more exact dimensions, and the second time he found it to contain six acres and two roods, English statute measure. This did not satisfy or suit the object of the parties sending him; and Ferguson, the third and last time, which was to be the charm, went himself with Walsh, and made him measure up the Loup [sic] river to the outside boundary of Ballymacarrett, and found it to be six acres, two roods, and thirty-six perches, English statute measure. And, allowing the largest computation of these three measurements, we find it to be only five acres, and thirty-four perches, Cunningham measure, which demonstrated, that the water was not penned back, but lower than it had been in 1783 and 1816, and the dam upwards of 3 roods less than in those years, provided these documents of the last mentioned period, and which have been given by the plaintiffs, in evidence, be correct.

The next fact he wished to call the attention of the Jury to, was this, — that the water, instead of being raised by his client, was much lower than formerly. In and previous to 1816, the water flowed over the top of the board, at the North end of the weir. Now, he would prove, that that board is now never covered by the water, but upwards of two inches above it. If this be true, and he was instructed, that he could prove it was so, it demonstrated the truth of his proposition, that the water had not been raised, but was lower than in 1816. He knew not if the reviewers observed it; but, in the lower or smaller dam, there was standing an old tree. It would be proved, that that tree had been marked by the water on the bark, shewing how far the water came up in former times. When the water rose, so as to run over the weir, the miller could accurately tell the height of the water, by the indication on the tree, so as to prevent it from being washed; and now, that tree, when the water was flowing over the weir, was dry, several inches more than in former times.

The great improbability of the case, on the other side, was proved by these facts, and would be, by the testimony of those witnesses who would be produced on behalf of his client. Mr. Radcliff, from 1817 till 1834, continued to use the water in the way he had a legal right to do. In 1817, the weir was constructed of puddled clay, with boards on the top, not placed in a horizontal line, but sloping upwards from North to South, and higher, by three inches at the water's edge, than at the slope of the weir. These boards ran along the whole top of the weir, which was in length about 112 feet. It continued in this way, until 1834, during Mr. Houston's and Mr. Stott's occupancy, when a storm and flood forced down a large tree, which tore away a good part of the weir. Mr. Radcliff then rebuilt it, and gave instructions to the men, when doing so, to lay the stones or flags on the top of the new weir, on a line with the lowest of the boards on the old one, fully three inches lower than he was entitled to raise it. It might be asked, why should he give up three inches in the height of his weir? The answer was this — because he intended to lay sods and turf to protect the mason work; and he, consequently, made allowance for this, by building it so much lower; and, also, he found it more convenient to have it a little lower, as, in high floods, the water frequently flooded his mill, and damaged corn and flour in the mill.

He would prove, by living witnesses, that these flagstones were laid three inches lower than the summit level of the old weir. He submitted to his Lordship, in point of law, and to the Jury, in reason, that Mr. Radcliff was entitled to keep that weir as in 1817, as having enjoyed the use of the water for 20 years, and upwards, which constituted an indisputable title, on his part; and that his client was not bound by any documents before that period. These documents were as waste paper, even although the use of water should not be established; and, on every principle of law as well as of justice and common sense, they should be treated as such. It was a most extraordinary thing, that the assignees of Messrs. Seed and Bailie, who were both friends of Mr. Houston, one of them his partner, should leave such a matter to arbitration, without consulting any of the creditors of bankrupts and it did not appear, that the Commissioners of Bankrupt, or any other person, knew any thing about it.

The two arbitrators signed what purported to be an award: one of those gentlemen was in Court. Why did not plaintiff produce him? He dare not. But, giving this document all the validity that can be given to it, it amounted to this, that a certain plank was to be the top of the weir. No one can tell what that height should be; but Mr. Houston, in order to give this document something like permanency and effect, got the survey made by Guthrie, and tacked to it a memorandum, in his own hand-writing, which he got Guthrie to sign. But, this survey and memorandum, neither of the arbitrators ever saw or signed. But the Jury were told, several persons were present at the survey. Mr. Lamont was there, Mr. Houston was there, who folded it up and put it in his pocket. This pocket document was handed to Mr. Stott,

whom the plaintiff did not venture to produce; and at what time it was handed over does not appear. Lamont was alive, at that hour, in Belfast. Why did they not produce him?

They dare not. He would have told them, that all was done, on that occasion, by Mr. Houston, himself, and Guthrie, by his direction, without any person, on the part of the bankrupts or their assignees, interfering. But, even if Lamont had been a party to, and cognizant of, this alleged survey, (which the Learned Gentleman emphatically denied), he had no right to bind assignees, creditors, and bankrupts, by his acts, as to the property held by them for ever. It was, by this pocket instrument, never mentioned in any deed or conveyance, that the plaintiff sought to bind his (Mr. Tomb's) client. This was the only shadow of a case which was attempted to be set up upon the part of the plaintiff.

The Learned Gentleman then proceeded, with great ability, and at length, to comment on the evidence produced on the part of the plaintiff; and called to the recollection of the gentlemen who had been on the weir Jury the confined und narrow construction of the bridge through which the water flowed, which fed the dam, and which, he alleged, by overflowing, in time of floods, was the chief cause of flooding the lands, the bridges not being wide enough to vent the water flowing in. He concluded an address, of which the foregoing is a very faint and imperfect outline, by calling on the Jury not to sanction, by their verdict, the plaintiff, in bringing this action, who had been influenced, alone, to do so, by an unpleasant feeling rankling in his mind, by reason of his client's building a flax-spinning factory in the neighbourhood of his property; and committed, with confidence, his client's cause to those who, from their knowledge of the premises, and a comparison of the evidence on both sides, would, he was convinced, come to the conclusion, which, in their judgments and consciences, they should conceive to be the right one.

The first witness produced was Mr. John McArthur, Surveyor. He described the extent of the dams; and stated, that the bridge over one of the streams was not sufficient to vent the water, at all times, and consequently threw it back upon Mr. Ferguson's ground. Another of the streams was much obstructed by mud, and inequalities in the bed. If these defects were remedied, the weir was quite sufficient to vent the water, and the dam would not rise. Saw the field that was flooded; it is, in its lowest part, about a foot higher than the lowest part of the holme-field, and the lowest part of the latter is about a foot higher than the highest part of the weir.

The next witness was William Orr, who had lived with Mr. Stott; and he said, that he had seen the lands even more flooded, before Mr. Radcliff had rebuilt the weir; there was a great obstruction of mud and sand in the river supplying the dam. T. Muldoon proved, that the dam had been in the same state from 1817 till 1834. J. Smith, who had resided 35 years with Mr. Radcliff never saw a hand laid on the weir, to clean it, except 16 years ago, when he saw Mr. Houston's men cleaning grass off it. James Dougherty, a stone mason, rebuilt the weir for Mr. Radcliff, in 1834 or 1835; he described the manner in which he stretched his line, according to Mr. Radcliff's direction, along the lower edge of the lowest plank of the old weir, and stated, that the top of the new weir was lower than that of the old one.

Richard McCready, also a stone mason, corroborated the testimony of the last witness. Patrick Maguire, who has lived with Mr. Radcliff, for 17 years, and whose business it was to attend to the height of the water in the dam, proved, that the water was lower than before the weir was rebuilt. He specified the marks by which that was proved; and said, that they were visible (marks on a tree) till this day. Mr. Radcliff works with steam, now, and does not require as much water as formerly. Bernard Dougherty, who had lived nine years with Mr.

Radcliff, stated, that parts close by the dam, which were now dry, were covered with water, before the weir was rebuilt.

Mr. Holmes replied, in a lengthened and powerful speech, to evidence; after which, The Learned Judge proceeded to charge the Jury, at considerable length, minutely recapitulating the evidence as well as the arguments of Counsel, on both sides. The Jury retired, and, after deliberating, for some time, found a verdict for the defendant.

Counsel for the plaintiff — Messrs. Holmes, Gilmore, and Napier; agents, Messrs. Crawford and Russell.

Counsel for the defendant — Messrs. Tomb, Nelson, and Whiteside; agents, Messrs. Alex, and John Montgomery.

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As if all that wasn't enough, William Radcliff then claimed he'd been the target of an assassination attempt.

It was front page news.

*Freeman's Journal* - Monday 23 November 1840, page 1

**DARING ATTEMPT TO ASSASSINATE WILLIAM RADCLIFFE [sic], OF LAGAN VALE.**

It is with feelings of the utmost horror that we publish the details of a most villainous attempt on the part of some murderous ruffian to take away the life of the above respected gentleman.

Last Wednesday night, about eleven o'clock, as Mr. Radcliffe was sitting in his parlour at Lagan Vale, a shot was fired at him, the assassin taking his aim through a chink in the window-shutter, by which he was enabled to see his intended victim. Happily the cowardly scoundrel was frustrated in the execution of his design. The ball struck the table, and, glancing off, fell under the chair upon which Mr. Radcliffe was sitting. The doors of the house being locked, that gentleman was obliged to go up stairs to procure the keys.

Upon finding them he immediately opened the hall door, and, accompanied by his two sons, rushed down to the porter's lodge, when, as he was in the act of arousing the inmates, a man dressed in a light coloured frock coat and glazed cap dashed past. Mr. Radcliffe and his sons followed the fellow, but quickly lost sight of him, owing to the darkness of the planting at Ormeau. At the wooden pathway leading into Ann-street from the county Down, a person answering to the above description passed, running so furiously that he did not stop to pay the toll, but, pitching it to the keeper, proceeded on rapidly. This was about half an hour, after the firing of the shot.

Connected with the foregoing particulars it may be stated that the watch dog at Lagan Vale was taken away by some person on Wednesday evening. About five o'clock on the same day a man called at the lodge and asked if Mr. Radcliffe were at home. Receiving an answer in the affirmative, he inquired the road to the house, and pretended he was going there, but did not do so. Not the slightest suspicion attaches to any one, nor can any reason whatever be assigned for the commission of the outrage, Mr. Radcliffe being a gentleman universally esteemed. Among the immense numbers, who, at various times, have been employed by him at his mills, there is not one who speaks of him otherwise than in terms of the highest respect and affection. Informations [sic] have been forwarded to the Castle, and a reward will immediately be issued for the apprehension of the culprit. — *Vindicator*.

The story all too quickly escalated. It was front page news again for the *Belfast Commercial Chronicle* on Wednesday 2 December 1840. However, these next quotes are from a rival paper.

The previous day (Tuesday, 1 December 1840), the *Northern Whig* reported on page 2 at great length on an inquiry into the affair – now carefully described as ‘an **alleged** assassination’ – not least, because ‘the report of an atrocious attack having been made on the life of Mr. Radcliff, a highly respectable gentleman, residing near Beer’s-bridge, within a short distance of Belfast, created much excitement, wherever it found circulation’.

‘The excitement was greatly heightened, last week, by an announcement which appeared in our paper, that, in consequence of an application having been made to the Bench of Magistrates, a public investigation had been appointed to take place yesterday, for the purpose of inquiring into the whole circumstances of the mysterious affair. This, indeed, was rendered necessary, from insinuations having been made, in certain quarters, tending to mix up the name of a young gentleman, of unimpeachable character, with the alleged attempt. The investigation accordingly commenced yesterday, in the Courthouse, at the hour of twelve o’clock. On very few former occasions, indeed, have we seen the hall of that Court, the benches and the space in front of the prisoners’ dock, so crowded — the greater number of those present being merchants, and other gentlemen in business. The greatest anxiety as to the result of the proceedings was manifested, almost every gentleman who attended having remained throughout the investigation, protracted and tiresome as it was.

‘The importance of the inquiry was further evidenced by the full muster of the local Magistracy. The following constituted the Bench: — Sir Robert Bateson, Bart., M.P.; Thomas Verner, Esq., Sovereign of Belfast; Walter Molony, Esq., Resident Magistrate; Wm. Cairns, J. McNeile, W. G. Johnson, Robert Grimshaw, William Coates, J. T. Tennent, Robert James Tennent, Robert Thomson, James Macnamara, Samuel G. Fenton, and R. D. Coulson, Esqrs.

‘Mr. A[lex]. Montgomery appeared on the part of Mr. Dobbin, jun., the young gentleman at whose instance the investigation was set on foot ...’

Mr. Montgomery pointed out that ‘When the charge was general, no one could come forward to challenge the truth of the assertion. But, when there was a particular charge made — when two informations were given to the Magistrates, of two different persons having threatened to shoot Mr. Radcliff — he felt, that he was fully entitled, at the suggestion of any party charged, to request the favour and the right of a public investigation. The gentleman [Mr. Dobbin] whose son [Clotworthy Dobbin], in one case, and whose servant [Mr. Gorman] in another were charged with the attempt to assassinate Mr. Radcliff, authorised him (Mr. Montgomery) to request of the Magistrates a public investigation of the whole matter.

‘It was his object, that the fullest inquiry should be made. Whether in the first place, the person charged could be deemed guilty of the attempt; or whether, in the next place any such attempt had at all been made, was the object he had in view. Even on public grounds, he was anxious that a calm and impartial investigation should take place. He repeated, that, as long as no individual had been charged, he had no right to request such an inquiry; but when the character of two men, the one a gentleman of respectable standing in society, the other a poor, but honest man had been thus assailed, it was only common justice, that every opportunity should be afforded to a full, a fair, and an impartial inquiry.’



And so it proceeded.

William Radcliff described the alleged shooting and plans of the room, the house and the grounds were examined. His two sons [William jun., the eldest, and Smith Radcliff (also referred to once as Allen)] were involved in the chase. Servants Jane Smith and Sarah Sheils slept in the room where all the keys were kept. Mr. Johnston lived in the porter's lodge.

Much contradictory evidence was discussed. Radcliff denied writing an article for the *Vindicator*, though he had met its Editor and corrected the news article. The material published in the *Northern Whig* 'was calculated to quash the inquiry'; 'the Editor of the *Whig* told him he did not believe a word he (Mr. Radcliff) said, on the attempt to assassinate him'. However, the *Whig* Editor claimed he 'never had any communication with Mr. Radcliff, on the subject alluded to'. Mr. Radcliff stated that 'Reports had been propagated that he (Mr. Radcliff) was deranged and unworthy of belief'.

'The Editor of *The Northern Whig* is not singular in thinking the whole charge groundless; many believe it to be so; the people say, he (Mr. Radcliff) is deranged; the Commissioners of Bankruptcy in Dublin. did not say, that he could not be believed on his oath; they did not decline giving him a certificate of bankruptcy; it was for want of the necessary books he was objected to; he could shew only the amount, and not the items of amount, to Commissioners; does not think it would be a good excuse for his late conduct, to admit that he is deranged, and incapable of being believed on his oath; swears it would not be the best excuse.'

... 'Eventually the Magistrates retired. After a deliberation which lasted about fifteen minutes, they returned, and resumed their seats on the Bench.

'Mr. MOLONEY, the Chairman, in announcing the result, said — In this case, of which we have had so long an investigation, the Bench have come to the unanimous decision, that, in the evidence produced as to the charge of firing the shot, there has been nothing at all affecting the character of Mr. Dobbin — that there is not a shadow of blame resting on him; and they fully exonerate him from any imputation in the matter. As to the other circumstances, they leave the public to judge.

'A very general round of applause testified the satisfaction with which this announcement was received by a densely crowded Court.'

The *Northern Whig* had the last word, printed as a postscript to that lengthy report:

#### **THE REPORTED ATTEMPT AT ASSASSINATION NEAR BELFAST**

'The story, that an attempt had been made to shoot Mr. Radcliff, in his parlour, in the vicinity of Belfast, never was believed by any individual, as far as we know; but, the name of a most respectable young gentleman, Mr. Clotworthy Dobbin, jun., having been introduced, in connexion with the alleged occurrence, an investigation was called for, on his part. This, we need not say, was quite unnecessary, for his own sake; but the people of this neighbourhood have reason to feel grateful to him, that he took the trouble to obtain an inquiry, and thus expose one of the most ridiculous stories that ever found its way before the public. We have taken care to give a long account of the inquiry, which did not conclude till six o'clock, yesterday evening; and, having done so, it would be an insult to the common sense of any

person, seriously to entertain the question, whether any one made an attempt upon Mr. Radcliff's life, as alleged. ...

‘But it is needless to dwell farther upon this subject. The story of the assassination, however it originated, is now so exposed, that we shall merely express a hope, that those journals which reported the *terrible* narrative of *The Vindicator*, will, in justice to this part of Ireland, take care to remove the impression which the rash and unjustifiable statement was calculated to produce.’

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So William Radcliff's state of mind was open to question, certainly not helped by the Commissioners of Bankruptcy in Dublin. But bankruptcy was indeed looming large.

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*Freeman's Journal* [Dublin], Saturday 3 June 1843, page 2

COURT OF BANKRUPTCY  
Sittings for this day, (Saturday).  
ELEVEN O'CLOCK

*In re* William Radcliff; to hear application on behalf of Mr. William Radcliff Munce.

*Freeman's Journal*, Wednesday 7 June 1843, page 4

COURT OF BANKRUPTCY  
Sittings for this day, (Wednesday).  
ONE O'CLOCK

*In re* William Radcliff; to hear application on behalf of Mr. William Radcliff Munce.

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I assume that around this time the Mill changed hands again – now to William Radcliff Munce, though perhaps neither willingly, nor without further disputes.

*Northern Whig* - Tuesday 03 December 1844, page 3  
(also *Belfast Commercial Chronicle* - Saturday 21 December 1844, page 3)

#### **SPINNING MILL TO LET.**

**TO BE LET**, FOR SUCH TERM AS MAY BE agreed on the large TOW SPINNING-MILL of OWEN O' CORK, otherwise called BEERS'-BRIDGE [sic], situate within one mile of Belfast. The above Mill has been recently and substantially built, with Fire-Proof Arches, &c.; and is fitted up with the requisite Spinning and Preparing Machinery, which is driven by a Forty-Horse Steam-Engine, all fit for immediate work. None but Principals will be treated with.

For further particulars, apply to W. R. MUNCE, on the Premises; or to RICHARD P. TIGHE, Esq., 20 Middle Gardiner-Street, Dublin.

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The *Warder and Dublin Weekly Mail* for Saturday, 28 February 1846, page 1, carried an advertisement under the heading **Chancery**, listing John Smyth Radcliff (likely William Radcliff's younger brother, rather than his youngest son 'Smith') as the Plaintiff and John Montgomery, Jacob Bell, Robert McKibbin and William Radcliff Munce as Defendants:

PURSUANT to the Decree made in this Cause, bearing date the 14th day of January, 1846, I hereby require all Persons having incumbrances affecting the Plaintiff's Shares in the Beersbridge Mills, Premises situate in the County of Down, in the Pleadings in this Cause mentioned, to come in before me at my Office, on the Inns'-quay, City of Dublin, on or before MONDAY, the 23d day of MARCH next, and proceed to prove the same, otherwise they will be precluded the benefit of said Decree. Dated this 20th day of February, 1846.

J. S. TOWNSEND.

ROBERT MURDOCK, Plaintiff's Solicitor, Chambers, 31, College-green.

The same advertisement was placed in the *Banner of Ulster*, 10 and 17 March 1846, page 1.

William Radcliff may have lost face – never mind the Mill itself – with the alleged assassination bid and the bankruptcy proceedings, but he was still counted alongside the other influential people in the neighbourhood.

He was a member of the Relief Committee for Ballymacarrett and his name is listed alongside eleven others who called for a public meeting:

*Banner of Ulster* - Friday 17 July 1846, page 1

'... to take into consideration the circumstances of the Grand Jury declining to confirm the Presentment [for £350] made by the Road Sessions, at Saintfield, for the Repairing of the Road leading through Ballymacarrett [from the Queen's Bridge to Conn's Water Bridge], and thereby preventing the Relief Committee from affording that employment so necessary amongst the distressed Weavers resident in this district; and, further, for devising such means as may be necessary, under these circumstances, for the purposes intended.'

The Committee, whose funds were now exhausted, had provided help for the parishioners through employment in stone-breaking, which provided the stones for the Ballast Board and the Police Committee. Demand, like their funds, was now exhausted. However, at the meeting, Mr Radcliff 'said that their funds were at present competent to meet their liabilities, but they were at a loss to know what to do hereafter'. It was decided to continue stone-breaking for two more weeks in the hope of further aid being forthcoming from the public and from Government. As to the road, it was noted that 'the parish paid a great deal more in cess [taxes] than was expended for its purpose'.

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But, for William Radcliff, the problems of financial depression, potato famine and the world of milling were all too soon laid to rest.

Clifton Street Cemetery, Belfast, 11 March 1847  
Wall, Old Part, Grave Number 72 & 73

William Radcliff (Inflammation)  
Aged 48  
Gentleman  
Woodstock Place  
Born in Belfast

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Meanwhile, back at the Mill, its lease was renewed in 1848, — presumably in favour of William Radcliff Munce. And then came the Encumbered Estates' Court in 1849.

Wikipedia\* explains that the Encumbered Estates' Court 'was established by an Act of the British Parliament in 1849, to facilitate the sale of Irish estates whose owners, because of the Great Famine, were unable to meet their obligations. It was given authority to sell estates on application from either the owner or an encumbrancer (somebody who had a claim on it) and, after the sale, distribute the proceeds among the creditors, granting clear title to the new owners.

'Frequently over-mortgaged land belonged to trustees holding it for the benefit of one or more occupiers, with the last in line holding an "entail" that stopped the land being sold. The 1849 Act allowed this Court to order sales of the land by ignoring entails.

'The economic need for the Court was caused by the impoverishment of many Irish tenant farmers during the 1840s famine, that made it impossible for them to pay their rents as agreed to a landlord, and in turn he could not make his mortgage payments. Until this Court was established, the lending bank could not get a court order to sell the mortgaged land because of the entail.'

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\*Wikipedia contributors. Encumbered Estates' Court. *Wikipedia, The Free Encyclopedia*. Accessed 6 November 2019 (Creative Commons Attribution-ShareAlike License)

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*Banner of Ulster* - Tuesday 23 April 1850, page 3

## COUNTY OF DOWN

### **In the Court of the Commissioners for the Sale of Encumbered Estates in Ireland.**

In the Matter of the Estate of WILLIAM RADCLIFF MUNCE, Owner, Ex parte RICHARD PHILIP TIGHE, Petitioner.

PURSUANT to the order of the Commissioners in this matter, bearing date the 1<sup>st</sup> day of March. 1850, they will, on FRIDAY, the 3rd day of May next, at the hour of TWELVE o'clock at noon, at their CHAMBERS, HENRIETTA STREET, Dublin, SELL by AUCTION, the Lease for lives renewable for ever, bearing date the 26th November, 1783, of all that the MILLS of OWEN O'CORK, known by the name of Beer's Bridge Mills, with the

Waters and Watercourses thereto belonging, and all the Lands and Messuages set out in a map annexed to said Lease, containing by admeasurement 11a. 3r. 38p., Cunningham measure, equal to 15a. 1r. 36p., statute measure, or thereabouts, be the same more or less, (excepting thereout that part thereof conveyed to John Holmes Houston, Esq., [of Orangefield] by deed dated 3d May, 1822, and therein described as containing 1a. 2r. 4p., Cunningham measure, the same more less), and also all Houses and Buildings erected thereon, situate in the Barony of Castlereagh and County Down.

Dated this 28th day of March, 1850.

B. WOULFE FLANAGAN, Secretary.

The above premises are subject to the yearly rent of £42 7s 2d sterling, and renewal fine of £5, late Irish currency on the fall of each life, and free from tithe rent charge, and the last renewal of the Lease was made in the year 1848, for three lives, who are all in being, and a compared copy of it will be delivered to the purchaser.

The premises are situated within a mile of the town of Belfast, and the Buildings thereon, consist of a large Mill, erected for spinning yarn, with Steam Engine of 40-horse power, and Shafting; a valuable Corn Mill, with Dwelling-house and Offices.

The large Mill has a Fire Proof floor between the casement storey and that above it. Detached from this there is a Boiling and Engine House, with drying loft over it, and a large Warehouse also in the Mill yard, and a Chimney. The Corn Mill is worked by the river called Con's [sic] Water, in addition to steam. The erection of the whole buildings must have cost above £6,000, in addition to £5,343, paid for said premises several years since.

The purchaser will have a Parliamentary title, and can have his conveyance executed immediately, on payment of the purchase money.

For rentals and further particulars, apply to the Office of the Commissioners. 14, HENRIETTA STREET; or to Mr. RICHARD P. TIGHE, the Petitioner, No. 20, Middle Gardiner Street, Dublin.

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*Dublin Evening Mail* - Friday 03 May 1850, page 2

## **INCUMBERED [sic] ESTATES COMMISSION**

### **THIS DAY**

Mr. Commissioner LONGFIELD and Mr. Commissioner HARGRAVE sat this day in their court, Henrietta-street, and some sales of property having been advertised to take place, the court was crowded with professional gentlemen, and persons desirous of becoming purchasers before the sales were proceeded with. ...

*In the Matter of the Estate of William R. Nunce [sic], ex parte, Philip Tighe.*

The property offered for sale consisted of the Beer's Bridge Mills, county of Down. They are held for three lives renewable for ever, at a yearly rent of £42. 7s. 2d., and a renewal fine of £5, late currency. It was stated that the mills, with the machinery, formerly fetched £1,300 a year. The following were the biddings:— Mr. Watson, £2,000; Samuel Fenton £3,000; Robert Boyd, £5,000; Mr. Wilson, £5,100; Abraham Craig, £5,200; Mr. Boyd, £5,500. No further advance having been made, Mr. Robert Boyd was declared the purchaser for £5,500.

### SALES OF ENCUMBERED ESTATES.

... The next property offered for sale consisted of the Beer's Mills, county of Down; they are held for three lives, renewable for ever at a yearly rental of £42 7s 2d, and a renewal fine of £5 late currency. It was stated that the mills, with the machinery, formerly fetched £1,300 a-year. A Mr. Boyd was declared the purchaser at £5,500. The commissioners have come to the resolution of allowing the purchasers of properties the option of paying for the present half of the purchase money, reserving the remainder until Sir J. Romilly's bill shall have been disposed of, in order that they may receive the benefit of that measure in case it shall pass into law.

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The new Owen O'Cork mill owners were Robert Boyd, James Steen, William Steen and James Macnamara — a fascinating mix of family and business relationships.

The Steens were related to the Boyds by marriage. A Boyd family tree is available as a PDF on this webpage (*Boyd family 1845-1894*) on the website **BloomfieldBelfast.co.uk**

Robert Boyd (1803-1869) of Bloomfield House married Mary Steen (1805-1868).

Mary's parents were James Steen (????-1837) and Eleanor Ravenscroft (????-1830) (hence Ravenscroft Avenue from later when the Boyd family began to develop the Bloomfield area).

James Steen and his wife Eleanor (née Ravenscroft) seem to have had, at least, the following children:

James Steen, 'the younger' (????-1881),

son Henry Jones Steen, daughter Eleanor Grace Steen (1843-1916)

Eleanor married the widower, physician and surgeon Thomas Henry Purdon, on 21.07.1881 at Skegoneill. She was 39, he was 75 (son of Henry Purdon, physician and surgeon. Witnesses, Charles D Purdon and Henry Jones Steen).

William Steen (c1796-1869),

sons \*William Steen, James Steen

\*Was this the William Steen who died in February 1871, aged 34 years?

(see *Belfast News-Letter* 09 Feb 1871, page 1)

Mary Steen (1805-1868) — see Robert Boyd family tree PDF on BloomfieldBelfast website.

Robert's younger sister, Susanna Priscilla Boyd (1807-1895) married William Steen (c1796-1869), presumably an elder brother of Mary Boyd, née Steen. Death notices in the press gave his residence as 'Owen O'Cork' with his death 'at Beer's Bridge, Ballymacarrett'.

William appointed his wife, his son James Steen, his nephew Henry Jones Steen and his nephew William Sinclair Boyd (one of Robert's sons) as his executors and executrix —

‘I authorise and empower them at such time as they may in their judgement and discretion see fit to join and concur with my brother and partner in business James Steen in a sale of our entire partnership property in the Owen O’Cork flax spinning mill and the property connected therewith and of all our other partnership estate properties and effects and in winding up the partnership estate after such sale and I also empower them to make title and execute conveyances to purchasers of my estate and interest therein and until such sale shall be had I further empower them to assist my said brother in carrying on the partnership business on the same terms and conditions on which it has been hitherto conducted by my brother and me and I hereby leave devise and bequeath to between and among my said wife and my said son James and my son William the entire of my share or interest in the produce of said partnership estates and effects ...’

The will was witnessed by Mary P[eebles] Boyd, William Steen’s sister-in-law and Robert Boyd’s youngest sister) and James Andrews, presumably from the solicitors Andrews and Maclaine.

The Steens were shipowners, merchants and millers. Jumping ahead of ourselves, the 1852 Belfast Street Directory has

James Steen & Co., merchants, 3 Talbot Street;  
James Steen’s residence, Skeigoneil [sic]; William Steen’s residence, Greenisland.

Steen, James and William, were also listed as ‘merchants’ at 30 and 32 Hill Street.

And in the ‘Village’ part of the Directory, following on from listings for ‘Mount Pottinger’ and ‘Mountpottinger Cottages’, there’s the following:

Beer’s Bridge Cottage  
Miss Montgomery  
Elmgrove  
James Montgomery  
Elmgrove Mills  
Orangefield  
R. B. B. Houston, D.L., J.P.  
Greenville  
William Davis, solicitor; office, Arthur Street  
Beer’s Bridge  
Owen-O’Cork Mill Company – Jas. Steen & Co., proprietors  
Wm. Malloy, land steward

By the 1861 Directory James Steen & Co were ‘General Merchants’ and William Steen’s residence was now ‘Beersbridge’.

James Steen, the younger, died in 1881, survived by his son, Henry Jones Steen, and daughter Eleanor Grace Purdon.

More research is needed to clarify the importance of this family in the life of Belfast’s business, milling and shipping development in the 19th century.

But now, it's disaster time for the Owen O'Cork Mill, though it does seem to make an amazingly quick recovery!

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The transcriptions on the following pages (as with many of the previous lengthy ones) have, on occasion, been subdivided into shorter paragraphs without comment, to allow for a greater ease of reading and accessibility.

The *Belfast News-Letter* used square brackets at this time. These have been replaced with standard rounded ones to distinguish such bracketed phrases from any of my own editorial comments, clarifications or corrections which are in square brackets.

The legalese of the will quoted on page 22 is remarkable, though typical, for its lack of punctuation. By contrast, these newspaper reports are equally remarkable for their excessive use of commas. They have been left, as was!

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## **AWFUL CATASTROPHE. — FALL OF A MILL, AND GREAT LOSS OF LIFE.**

One of the most terrible accidents which has happened within the memory of man, in the neighbourhood of Belfast, occurred on the morning of Friday last, at Beer's Bridge, in the town land of Ballyhackamore, about a mile beyond Ballymacarrett — namely, the fall of a large building in course of erection by Messrs. Boyd, Steen, and Co., and intended for a flax preparing mill, in the immediate vicinity of the other large factories belonging to those gentlemen, known by the name of the Ownacork [sic] Mills. At the time of the accident, a number of masons, bricklayers, carpenters, and labourers were employed in various operations connected with the progress of the building; and, we regret to state, that of these, fifteen were, in the course of the day, and of the next, taken lifeless out of the ruins, while six others were more or less seriously injured.

The building was of large dimensions, being eighty feet in length, and three storeys in height, exclusive of an attic storey about three feet and a-half high. Its erection was commenced in October last, upon the foundation of a former building which had been taken down, and of some of the old materials of which it had been partly built. It stood upon a bank beside the Con's-water [sic] stream, and at a distance of about forty yards from a larger mill recently completed by the same firm. The contractor for both buildings is Mr. John Magee.

The building was in the usual form of such structures, with a round tower at the side of one gable, containing a spiral staircase leading to the entrances of the different floors, and known by the technical name of a 'hoiser'. This portion of the structure is the only part still standing. The interior was strengthened by metal columns, resting upon separate foundations, of great apparent strength, for the support of the beams; and, parallel with the foundations of the columns, near the centre of the building, a sewer was being carried from end to end, to carry off the water and discharge it outside. The roof had been nearly completed, only a small portion of the slating being unfinished.

At a quarter past seven, on Friday morning, the workmen assembled as usual, and proceeded with their work. Some were employed upon the roof, some on the upper storeys, and some on the ground floor, a portion of these latter being engaged in deepening the drain. No indication of the approaching calamity was observed by any, until, at about ten minutes past eight, a person standing at a little distance from the doomed building outside, observed the side wall which fronted him suddenly bulge out, and then recede, as it were, into the interior, falling in, which was the case also with the other side wall, and bringing down with it roofs, floors, metal beams, and columns, arches and fixtures, in one indistinguishable mass of ruin, with a fearful crash, which was heard at a considerable distance.

It is easier to imagine than to describe the fearful excitement which the catastrophe instantly created among those who witnessed the occurrence, and those to whom, with the speed of lightning, the intelligence was conveyed. It was impossible at first to calculate the extent of the calamity; but it afterwards appeared, that, with one exception, every individual employed on or in the building, was killed or wounded. One man almost miraculously escaped by springing from the roof to the adjoining round tower, where he alighted upon the spiral staircase which we have mentioned. Another had just passed out, through one of the lower

doorways, after speaking a few words with a fellow-workman inside, when the building fell, burying the one in the ruins, and leaving the other unscathed.

In an incredibly short time, the scene of the disaster was crowded by multitudes of people, from the adjacent neighbourhood, some in a state of distraction inquiring after their relatives, others to assist in the task of clearing away the ruins and extricating the victims of the calamity. As soon as the intelligence reached Belfast, hundreds of persons went out to the locality; and among others, W. S. Tracy, Esq., R.M.; W. Coates, Esq., J.P.; and Sub-Inspector Wray, who, with Head-Constable McIntyre, and a party of the Ballymacarrett Constabulary, rendered the most efficient services in the prosecution of the task.

Great numbers of persons were at once set to work upon the shapeless mass of ruin, and many more voluntarily came forward to assist them. The operations continued throughout the day, and for a considerable time past night-fall. Shortly after the labour commenced, seven individuals were extricated alive, and conveyed to the General Hospital, where every attention was promptly paid to them. The names of these parties are David Little, James Savage, Hugh Crawford, William Watson, John Kane, and Absalom Maguire. The injuries sustained by those parties are comparatively slight, with the exception of those of Watson, which consist in a fracture of the leg and a dislocation of the knee joint. Down to seven o'clock in the evening, seven dead bodies were extricated, and the names and occupations of these unfortunates were as follow: — Patrick Kelly, Samuel Benson, Thomas Maguire, and Michael Hughes, labourers, unmarried; Wm. M'Iroy, carpenter, married; James Greer, John Sheenan, and John Scullion, labourers, married. At ten o'clock, Alex. Lawthers and James Magill, were found in the sewer, lying dead.

In the course of the night, Francis Kelly, David Bryson and James Magill were found in the ruins; eight others, it was then believed, were still lying entombed in the mass of rubbish; but, as there was no likelihood of any of them being exhumed alive, the operations were discontinued until the following day, when, during the proceedings of the inquest, held on twelve of the sufferers, the bodies of James Rea, a carpenter, who has left a wife and eight children, and James Cauley, a labourer, married and leaving three children, were dug out of the ruins; making in all fifteen, up to this hour, known to be dead. It is, however, suspected that other persons have perished in the ruins, the difficulty and tediousness of exploring which are great in the extreme, as some new hands were put on the works on the morning of the accident, whose names were not returned on the foreman's list.

During the laborious and melancholy task of extricating the bodies, the scene which presented itself to the spectators was absolutely harrowing. As each corpse, mangled and mutilated, was drawn to light, and recognised by the relatives, the most piercing shrieks of women and children rent the air. For hours, on Saturday, standing on the verge of the excavation, under a drizzling rain, females might be heard raving in a kind of delirium, uttering the incoherent phrases suggested by the agony of their hearts. It is not necessary to state, that the ruins themselves present a truly deplorable spectacle. With the exception of the small part of the structure which still remains standing, in a shattered state, it may be literally said, that not one brick or stone stands upon another, the whole of the interior fixtures, supports, etc., lying in a confused heap, amidst the cavities made by the workmen. The loss to the proprietors is already estimated at about £3,000.

Several rumours have been circulated, with regard to the cause of the accident; some attributing it to the insecurity of the foundations, some to the insufficiency of the materials,

others to the undermining operation of the neighbouring river, and others to the recent frosts and heavy rains; but we refrain, for obvious reasons, from expressing any opinion upon the subject, pending the inquest upon the bodies of the sufferers, a report of the first day's proceedings of which we give below.

It is due, however, to the owners of the building, to state, that, if the cause of the calamity will be found to have arisen from the insufficiency of the materials, that is a charge which cannot lie at their doors, as the works were in the hands of a contractor; and, it is likewise due to them to express our sincere admiration of their conduct since the fatal accident occurred — courting, as they have done, the fullest inquiry, zealously administering to the consolation of the bereaved, taking every necessary step for the proper exploration of the ruins, and obviously affected, in an extreme degree, by a sense of the suffering and misery, of which their late happy and busy premises are now the theatre.

Two of the dead bodies found — those of Maguire and Hughes — were not identified until a woman, in whose house they lodged, came and claimed them; otherwise, their names would have been wholly unknown. The person who had charge of the labourers, had been all the previous night in Belfast, and was quite unable to tell how many were put on work before his arrival in the morning.

We may here mention, that on the evening previous to this disaster, a minor accident occurred by the giving way of a portion of the scaffolding of the same building, occasioning slight injury to one of the workmen, but, of course, having no connexion with the catastrophe which so soon after took place.

During yesterday (Sunday) to a late hour of the evening, the roads leading to the scene of the disaster, though in a wretchedly miry state, were thronged by crowds of parties anxious to visit the fallen building. So great was the rush that it was nearly impossible for an ordinary passenger to stem the living torrent. Thousands were collected in the neighbourhood of the premises, on the roadside; but the buildings were guarded by the constabulary, under Mr. Boyd's directions, who allowed no one to pass into the vicinity of the ruins.

Yesterday (Sabbath) evening, a discourse, in reference to the sad event, was delivered to a crowded congregation in Rosemary-street Presbyterian Church, by the Rev. John Macnaughtan, when a liberal collection was made on behalf of the families of the unfortunate sufferers.

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## **INQUEST ON THE BODIES.**

On Saturday, at one o'clock, an inquest was held by Bernard Ward, Esq., Coroner for the District, and a respectable jury, upon twelve of the bodies discovered up to that hour, at the office connected with Messrs. Boyd & Co's large mill, Bloomfield, Ballyhackamore.

The following are the names of the gentlemen sworn as jurors: — William Carroll, William Hall, Robert Carlisle, Wm. Montgomery, George Stripe, John Fallon, Wm. H. Agnew, James Jones, Francis Ritchie, Robert Saulters, Wm. Huddlestone, Wm. Walker, Andrew Cowan, Charles Finlay, Joseph Whittaker, James Doran, John Patton, Robert Moran, Neill Boag,

Adam Hunter.

The following are the names of the persons on whom the inquest was held: — Patrick Kelly, John Sheenan, James Greer, Alex. Lawther, John Scullion, William Johnston, Francis Kelly, James Magill, David Bryson, Thomas Maguire, Michael Hughes, Wm. McIlroy.

W. S. Tracy, Esq., R.M., R. B. B. Houston, Esq., J.P., William Sharman Crawford, Esq., J.[P.] and Wm. Coates, Esq., J.P., were present at the inquest; as were also Robert Boyd, Esq., and John Steen Esq., the owners of the building, the fall of which occasioned the melancholy occurrence; and Mr. Sub-Inspector Wray.

The jury, after being sworn, proceeded to view the bodies, which were deposited in an unoccupied house, intended for the residence of the manager, in the immediate vicinity of the scene of the disaster, and afterwards visited the ruins of the building.

The CORONER briefly addressed the jury. He said the inquiry was one of great importance, and the calamity was one which was of a more terrible nature than he had ever witnessed, during his whole experience. He trusted, therefore, that the jury would carefully attend to the evidence: both the interests of the public and the character of individuals being at stake, in the issue of the investigation.

Alexander Shannon, of McKibbin's-row, Ballymacarrett, sworn. — I am a carpenter. I was employed at the erection of this building by Mr. Shannon. I was there yesterday morning, and all day. I was employed at every part of the building, having all the men under my charge, and was constantly in and out. Four persons under my charge were killed, namely, James Rea, and Wm. McIlroy, two carpenters; and James Greer and Francis Kelly, labourers. Those persons had been all working in the mill.

(It was here stated to the Coroner that the body of James Rea had just been found.)

I was standing at the old mill, on the other side of the water, about thirty or forty yards from the new building, about eight o'clock yesterday morning, when I saw the centre part of the wall bending out first and then falling in, bringing down the roof with it. I heard nothing before that which led me to suppose that such a thing was going to occur. When I came up to the building, I found that both the side walls and gables had fallen in also. I, with others, then immediately set to work to clear away the ruins.

(To a JUROR — The roof had been finished, and supported by metal bolts and beams.)

I was present when all the bodies, upon whom this inquest is held, were disinterred. The roof, according to my knowledge as a tradesman, was executed in the most perfect manner — in the same way with the roof of the larger mill, but a better job. I could give no opinion about the walls. I am not a bricklayer. I cannot tell when the building commenced. I was at the commencement of it, but cannot tell when that was.

(The witness was pressed to answer this question, but he persisted in giving the same statement. Mr. Boyd said he was most anxious that every particular should come out at the inquest.)

I take upon me to swear that the accident was not occasioned by any deficiency in the roof. There was a sewer sunk under the centre of the building, but it was not completed — the brickwork had not begun in the sewer. The roof was supported by columns; if the columns gave way, of course, the roof would go in with them. If the columns shifted, in any way, it would be a bad job for the whole building. I can't take it on me to say whether the ground below the base of the columns was firm or not, but there was, below the columns, a row of stone-work, upon which the stone blocks of the columns rested. That row of stone-work was a part of a square basement, which supported the whole building. I cannot say whether the making of the sewer affected the foundations, in any way. I can't say what the depth of the sewer was; or whether it ought to have been made or not before the foundations were laid. The sewer was about a foot and a half from the columns. No one could know how, or where, to make the sewer before he knew the size and shape of the building; but I can't give a good opinion, as I am only a carpenter.

Edward Toner, examined. — I am working temporarily here for Mr. Boyd, as a carpenter. I was employed in putting on the roof of the fallen building. I have not much experience in roofs of such buildings. According to my opinion the roof was a real good one. The slating was not altogether finished. I was working in the mill yesterday morning. I was just going out of the door of the mill when it fell, and one of the deceased, McIlroy, was getting a wheel piece ready and saying that he would have it in its place when I returned. I did not see what gave way first.

(To a JUROR — I observed the sewer that was making, but I had no fear of it. When we were plumbing the principals and putting on the roof, some time before the roof was put on, we felt the walls shaking, and we were considerably afraid; but we thought all would be right, when the roof would be put on. By 'we' I mean myself and Hugh Smith.)

The walls which were shaking were the outside walls. Smith and I were talking about it, and we both considered them unsafe. I never said anything about it to Mr. Shannon, (the superintending carpenter). I formed no idea of the cause of the walls shaking. I have several times observed the same thing in other buildings, which were quite safe when the roof bound the walls. It is about five weeks since I began to work at the building. I could not say when it commenced, it was nearly 'at the square' when I began.

(To Mr. BOYD — I could not say how many workmen were at the roof when I commenced, perhaps there were six or seven. I could not say how high the walls of the attic were above the beams, but I think between three and four feet that was when I felt the walls shaking. Mr. Shannon the foreman, was working with us on the roof at this time.)

John Finlay examined. — I live in Tomb-street, Belfast, I am a bricklayer, and was employed at the building of the new mill from the commencement, by Mr. Magee, the contractor for the work. I could not tell when the building commenced, but it is between two and three months ago. I have a good deal of experience in bricklaying. I cannot say whether the foundations were perfectly new. On my oath I do not consider that the materials of the building were sufficient. The work was sufficiently done out of the materials we had; the mortar was good enough, but the bricks were not.

At this stage of the proceedings, Mr. John Wallace, solicitor, addressed the Coroner, and said, he appeared on behalf of the relatives of the deceased persons, and in that capacity, he begged leave to say, that he had gone through the ruins of the building with an architect, who

informed him that it would require several days to make a full investigation of the premises, with a view to express an opinion as to their construction. He had also to observe, that the examination of the witnesses was going on in a manner not at all satisfactory to himself. He did not wish to take up the time of the Coroner and the jury with further remarks, but to request the Coroner to take either of two courses which he would shortly point out. He did not wish to interfere needlessly; but it was his duty to inform the Coroner, that he had not properly taken down the answers of the witnesses. Several very important questions had been put, and answers given to them, which did not appear in the Coroner's notes; and he (Mr. Wallace) would suggest that a short-hand writer should be employed.

The CORONER — You appear here, as you say, on behalf of the nearest of kin of the deceased. Now, I have to inform you, that it is quite within my own caprice to allow you to act here as such, or not. But I am perfectly willing to permit any solicitor to act here who conducts himself with propriety. I have no doubt that you will do so. My own object is, to make the fullest possible inquiry into the case — this being my duty to the public.

Mr. WALLACE — I am not, at this time of day, to receive a lecture from you upon my duty. You may please yourself, as to what you will or will not permit; but I submit that I have not said anything which was not perfectly proper in itself, and respectful to the Court.

The CORONER — Pardon me —

Mr. WALLACE — Allow me to proceed.

The CORONER — I thought you had done.

Mr. WALLACE — By no means. With regard to your own discretion, I do not dispute it —

The CORONER — I was only going to tell you —

Mr WALLACE — There was no necessity to tell me. We will, however, drop this part of the question, if you please. I have as much respect for this Court as if it were the highest tribunal in the land. I was going to suggest that these parties should be re-bound, and that this inquest should be adjourned for a few days, until a proper inspection has been made; and with these observations I shall take my leave of you for the present.

The CORONER — I think it better you should remain, I assure you I am taking down the evidence of the witnesses as fully as I am able.

Mr. WALLACE — I repeat, you are not taking down all the evidence, though I know you are endeavouring to do it to the best of your ability. I am sure you are doing all you can, and I am very sorry I am obliged to interfere; and, standing in the capacity I do, I shall certainly provide a short-hand writer myself.

The CORONER — You know, Mr. Wallace, that your short-hand notes cannot be returned. You have heard me reading out their evidence to the witnesses, and seen them sign it as correct; this is the usual course adopted on former occasions, and I shall take no other course now. I do not, however, know whether this inquiry will be concluded to-day or not; and, if the ends of justice require it, of course, we will adjourn, day after day, if necessary; but that does not prevent us from continuing the examination of the witnesses now.

Mr. WALLACE — Very well; I shall not again interfere.

Examination [of John Finlay] resumed — I think the sand was good enough, neither too fine nor too short. I consider the mortar good. It might be six months before the bricks took bond. The new bricks do not take bond half as soon as old ones; but these bricks were too small — there were too many bats among them [OED: a ‘bat’ is (i) a piece of brick having one end entire (17th cent), or (ii) a kind of sun-dried brick (18th cent.)]. I was standing upon a scaffold when the building fell around me, but I was able to get in time over a wall to a staircase, in the part of the building which is called the ‘hoiser’, and which is still standing. The mill was down almost before I knew what happened; it fell in less than a minute, and I was trying to save my life. I will not swear that the walls were sufficient, or that they were insufficient. They could not be sufficient when the materials were not sufficient. I must tell the truth, I was afraid many a time, of the building: it was the common talk among the workmen. I never said anything about my fears to Mr. Magee. It was not my duty to interfere. I had no interest in the contract. The safety of the mill was a matter between Mr. Boyd and Mr. Magee. If I said anything about it I would not be listened to.

A JUROR — I have no doubt of it. Any workman would be sent about his business if he mentioned anything of the kind to the contractor.

Another JUROR — He would have been listened to if he had spoken to Mr. Boyd — of that I am quite sure.

Mr. TRACY — It was the witness’s duty, as an honest man, to have mentioned his fears, if he had any — his duty to the public required it.

Several other questions were put to this witness, to which he returned no definite replies, except that everything connected with his own department of the work was properly done, and could not be possibly endangered either by the late frosts or rain, as the roof was nearly covered in. He also said that the safety of the building was not endangered by the sinking of the sewer.

Hugh Smith examined. — I live in Killen’s-row, Mount Pottinger. I am a carpenter by trade. I was working on the roof, in company with the witness Toner, at the time of the accident. I have been working for about a fortnight. I was different times afraid of the building, as it used to move back and forward. On one day in particular — a stormy day — the wind blew so strong, when I was endeavouring to plumb the uprights, that the walls shook so much that I could not plumb them sufficiently. At another time I and the foreman found one of the walls off the plumb. The only objection I had to the building was, that I never like to see old bricks in a new building. I took no notice of the mortar; the roof was quite sufficient. I never framed a better roof. The roof could not go, unless something went underneath; the outside wall must have buckled out or in. The workmanship appeared to be good. The walls were three storeys in height. They might very readily shake before the roof went on, no matter how well built, especially if they had many openings. The body of the stuff, I think, fell in. If one or two of the upright posts had slipped, the building might have fallen, but if that were the case the fall would not have been so sudden.

(To a JUROR — I don't know how long the sewer had been opened before the accident occurred. I don't know that Mr. Shannon (the foreman) was told of our apprehensions, but he was aware that the walls were out of plumb.)

Bernard Graham examined. — I live in Verner-street. I am a bricklayer, and was engaged in the building of the new mill from the fourth day after it commenced. I saw the foundations laid. I built them all except three. There was a separate foundation for each, six feet one way, and four feet another, all of hard stone, and a good solid clay foundation, which it was not necessary to pile. We went about nine feet deep with the stone work. I saw the sewer three days ago. The deepest part of it might be three feet, but within the building it was two feet deep, whereas the foundations of the columns were nine feet deep. I can't say how deep they have made the sewer since. It lay as close as possible to the columns in the centre of the buildings, it could not injure the building, unless the workmen, with their picks and crowbars, loosened the stones in the foundations of the columns. They would require to dig the sewer as deep as the foundations of the columns to draw off enough of water. I have been at the building of other mills — of one in England. I can't say as to the sufficiency of the stuff. Some of the materials were insufficient. The mortar was pretty fairish.

The wet old brick which was taken out of the sludge was not fit to go into any building. This was the common talk among the workmen. We never made a remark of this kind to Mr. Boyd or Mr. Magee; they all knew the kind of stuff we were getting. I was not afraid of the work; it is a better sign of work to feel the walls shaking or springing. I never heard of a mason who was turned off for stating his opinions of the work to the foreman or contractor. I swear the materials used were fit, only the old brick would not take the bond these twenty years.

(To a JUROR — Do you think it sufficient work to have six courses without a tie?

Witness — There is no such work in the building.

JUROR — I beg your pardon, there is.

Another JUROR — Do you think it good work to put flat bricks over a door-way which ought to be arched?

Witness — There is no such work in the building, except it be what is called a flat arch. The tie-rods were not all in; they connected to tie at the bottom instead of at the top, after the roof went on, which is not the usual way. The first row alone was bound at the bottom.)

(To Mr. BOYD — There were three storeys, and one and a-half of them arched. There were only two rods in the attics; upon honour, the tie-rods were not all in.)

Robert Boyd, Esq., examined. — I live in Bloomfield, and am a part owner of the mill which has fallen. We erected the building by a contract, according to a specification; it was the contractor who did all the work. We were to pay him, for all the masonry, a lump sum; he employed all the workmen, but we were bound to sour the mortar, and to provide sand and lime; and he was to work in any old materials, out of a former building, which he deemed sufficient for the purpose. He made no objection to these terms; he was subject to the inspection of an architect, but there was no clerk of the works to see that the work was sufficient as he went along; on first employing him, we knew nothing of his character, but we



sent him to Mr. Jackson, who examined him, and assured us he was a proper person to undertake the work — that was in reference to the large mill, which is standing.

In the same way we caused Mr. Jackson to examine Mr. Shannon, the foreman carpenter, and he was also satisfied with him. The contractor was to be the judge of the sufficiency of the old material. He was cautioned to temper the mortar by manual labour, after we had put it in sour. He was to build upon the old foundation, except he should find it deficient; he did find some of it deficient, and built anew. He never reported to me any deficiency as the works were in progress, and, even after the accident, could account for it in no way whatever. Had he reported any insufficiency in the material, I would have provided better. There were some old bricks taken from a weir, which were not used in the building, only in the sewer. No old bricks were brought from any other premises. Not a fourth part of the old materials were used; and we have still as many entire old bricks, without bats, remaining, as would build twenty workmen's houses. The walls are raised about three feet and a-half, to make the attic above the originally intended elevation, but not after the contract was made. We were assured we could do so with perfect safety. We bought no old bricks from the Town Council or from any other source. A great many other stories have gone abroad, which, like this, are equally destitute of foundation. A plan was also drawn up, and estimates given by another contractor, Mr. McCracken; and Mr. Rowan, who examined Magee's contract, although not an architect professionally, yet has great experience; and thus we had ample advice upon it.

Mr. Boyd here read the contract entered into by Mr. Magee, for the completion of the building within three months, according to the terms stated in evidence. The contract was dated 30th September last.

To a JUROR — Magee was to use none but sufficient material; it was our interest, laying out so much money on the building, to have the work done in the most efficient possible manner. The old bricks were represented to us as being better than any that were made last year. Many persons assured us of the fact.

John Aicken, Esq., Surgeon, examined. — I have made an examination of the twelve bodies on whom this inquest is held, and on another body found since the inquiry began. I know their names.

(Dr. Aicken repeated the names of each.)

Five or six of them died of fracture of the skull, the others from fractures of the limbs and injuries of the chest. I am able to say that all died from injuries received by the fall of the building. The bodies are so much mangled that I think it unnecessary to make a *post mortem* examination.

The CORONER then said it would be necessary to adjourn the inquest until some future day, in order that the jury might have the benefit of the opinions of professional gentlemen of the building, which could not be given until after the ruined materials were removed and suggested Thursday next, at half-past ten o'clock, forenoon, as the day for resuming the inquiry.

The inquest was accordingly adjourned till Thursday next, to be held at the same place.

**ARREST AND COMMITTAL OF MR. JOHN MAGEE,  
THE CONTRACTOR FOR THE BUILDING.**

Shortly after the close of the above proceedings, a warrant was made out by the Coroner, endorsed by W. S. Tracey, Esq., R.M., and handed to Head-Constable McIntyre, for the apprehension of Mr. John Magee, the contractor for the brickwork of the building; and, in a few moments, the warrant was executed, and Mr. Magee was brought in custody of the Head-Constable, into the room where the inquest had been held, and where the magistrates whose names we have above mentioned, as being present, were still sitting.

Mr. Tracey then drew out Mr. Magee's Committal to the county jail. Messrs. Boyd and Steen\* offered any amount of bail which might be required; but the Coroner refused to take it, and Head-Constable McIntyre accordingly proceeded at once with his prisoner to the New Jail, where he placed him in the hands of the Governor, at the same time stating it to be the wish of the Coroner and the magistrates that Mr. Magee should not be put upon the discipline of the prison, but should receive every possible indulgence.

[\*The mill owners were Robert Boyd, James Steen, William Steen and James Macnamara.]

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*Belfast News-Letter* - Friday 17 January 1851, page 3

**ON SABBATH EVENING NEXT, THE 19<sup>TH</sup>  
instant, at SEVEN o'clock, p.m.,  
A SERMON**

WILL BE PREACHED IN  
**THE PRESBYTERIAN CHURCH,**  
BALLYMACARRETT,

**By Rev. HENRY COOKE, D.D., LL.D.,**

On the subject of the Mysterious and Afflictive Dispensation wherewith it has pleased the Almighty lately to visit that neighbourhood.

January 13th, 1851.

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*Belfast News-Letter* - Friday 17 January 1851, page 3

**Late Accident at Beer's Bridge.**

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**AT A MEETING, HELD THIS DAY, IN THE  
Flax Society's Rooms, Commercial Buildings,  
it was unanimously resolved —**

“That the following gentlemen be a Committee for Collecting Subscriptions  
on behalf of the families who have suffered by the late calamity:

Rev. John Macnaughtan.  
Gordon Thompson, Esq.  
James Montgomery, Esq.  
Robert Boag, Esq.  
John Herdman, Esq.  
John Charters, Esq.  
Adam Duffin, Esq.

James Campbell, Esq.  
Isaac J. Murphy, Esq.  
Robert Roddy, Esq.  
Edward Coey, Esq.  
C. B. Grimshaw, Esq.  
Jacob Bell, Esq.”

C. B. GRIMSHAW, Chairman.  
ROBERT RODDY, Treasurer.  
CHARLES W. SHAW, Secretary.

Subscription Papers are laid down in the COMMERCIAL NEWS-ROOM, in the CUSTOM-HOUSE, and at the different BANKS; and Subscriptions will be received by any of the members of Committee,  
Belfast, 15th January, 1851.

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*Belfast News-Letter* - Friday 17 January 1851, page 2

## **THE LATE CALAMITY AT BEERS' BRIDGE.**

ON Wednesday, at two o'clock, a meeting of gentlemen interested in providing for the relief of the persons left destitute, in consequence of the late melancholy catastrophe at the Owen-o'-cork Mills, Beers' Bridge, was held at the office of the Flax Improvement Society, Commercial Buildings, for the purpose of devising measures to collect subscriptions, and deciding upon the most judicious mode of appropriating the funds raised. Most of the parties in attendance were connected with the flax-spinning trade. A feeling of deep sympathy with the surviving sufferers by the calamitous occurrence evidently pervaded the meeting.

Mr. Conway B. Grimshaw was called upon to preside; Mr. Charles W. Shaw, to act as Secretary; and Mr. Robert Roddy, as treasurer.

A Provisional Committee was appointed to administer temporary relief to the widows and children, and other dependent relatives, of the persons killed or injured by the falling of the building.

A large committee (a list of whose names will be seen in the advertisement) was nominated to collect subscriptions; but no definite plan was resolved upon, in the meantime, as to the precise mode in which the funds should be appropriated.

It was arranged that subscription lists should be opened at the Custom-house, the Commercial Newsroom, and the various banks. A very handsome sum was subscribed by those present.

Although it has not been deemed advisable to publish the list of subscribers' names at present, yet we cannot resist the desire to mention one circumstance connected with it – namely, that Mr. Roddy, the treasurer of the fund for the relief of the sufferers, has received the sum of £8 5s.10d., as the contribution of the operatives in the Winetavern-street Mills,

collected by Mr. Brown and Mr. Ferguson. This liberality is most creditable to the men who, out of their limited means, have so generously spared a little to the relief of the afflicted and bereaved; and we trust it will act as an encouragement to others in the same condition of life to follow so noble an example.

We subjoin as perfect a list as we could obtain of the persons who lost their lives or sustained injuries by the accident, and of those who have, in consequence, been reduced to a state of destitution. From this it will be seen that a very large effort will require to be made by the benevolent in this community to meet the necessities of this lamentable case; but we doubt not, from the feeling which at present pervades the public mind, that the call of the committee will be liberally responded to.

#### **KILLED.**

John Johnston, of Ballymacarrett; has left a widow and six children.

James Greer, Ballymacarrett; a widow, family all grown up.

Samuel Benson, Ballymacarrett; unmarried.

Michael Hughes; unmarried.

James Rea, Ballymacarrett; a widow and seven children; ages from three years to seventeen.

Patrick Kelly, Ballymacarrett; a widow and one child.

Francis Kelly, Ballymacarrett; a widow and two children; ages two and three years.

James Magill, Ballymacarrett; a widow and one child;

was the sole support of an aged mother.

James Scullion, Ballymacarrett; a widow and three children, in great poverty.

Alexander Lawther, Ballymacarrett; a widow and two young children.

James McAuley, Welsh-street; a widow advanced in pregnancy, and three children.

Daniel Bryson, Lower Standfield-street; a widow and one daughter.

Wm. McIlroy, Boyd-street; unmarried; partially supported two nieces and a nephew.

James Maguire; unmarried.

James Shannon; unmarried.

James Watson, Ballymacarrett; a widow; no family.

#### **IN HOSPITAL**

Edward Madden, Hamill-street; a wife and five children, without any means of support.

John Kane, Lennon's-row; a wife and two children without support.

Thomas Loughran, Barrack-street; a wife and three children entirely destitute.

John Elliot, Southwell-street; a wife and three children without support – a serious case.

In addition to the above, there are two young men in hospital; but they are unmarried, and without any person dependent on them.

#### **THE RECENT CATASTROPHE AT OWEN-O'-CORK MILLS**

– Yesterday, at eleven o'clock, forenoon, the jury empanelled by Bernard Ward, Esq., coroner, assembled, as per adjournment, to resume the investigation into the cause of this lamentable occurrence; but, in consequence of the impossibility, as yet, of obtaining satisfactory professional evidence as to the construction of the fallen building, it was considered expedient again to adjourn the inquest until Thursday next. The jury were accordingly rebound to attend on that day. Mr. John Magee, the contractor for the brickwork of the building, was, at the same time, admitted to bail, himself in £500, and two sureties in £250 each.

## **ADJOURNED INQUEST ON THE BODIES OF THE MEN KILLED AT THE BEER'S-BRIDGE MILL**

Yesterday, the adjourned inquest on the bodies of the unfortunate men killed at Beer's-bridge mill, on the 10th instant, was held before Bernard Ward, Esq., J.P., in a large room in Mr. P. Hammond's public house, opposite the Belfast and County Down Railway Station, at ten o'clock.

W[illiam]. Tracy, Esq., R.M., J. L. M'Cance, Esq., R.M., William Coates, Esq., J.P., John Harrison, Esq., J.P., and James Macnamara, Esq., J.P., were present during the proceedings.

Shortly after ten o'clock, the Jury were called, and having answered to their names, The CORONER said he would now proceed to examine all the material witnesses who had been examined during the previous inquiry, as the professional gentlemen on either side might desire it, and hear any witnesses which they would produce, and then wind up by examining the engineers who had inspected the premises.

Mr. JOHN WALLACE [solicitor, living at Edgecumbe House, Strandtown] said he did not wish to call any witnesses.

Mr COLLINS said he did not intend to call any witnesses either.

The CORONER said he was bound to call and examine every witness that could be produced.

Mr. COLLINS appeared for Mr. [John] Magee, and Mr. WALLACE and Mr. [John] REA [1822-1881] for the next of kin.

Mr. HENRY GARRETT [1812-1859] appeared, as we were informed, to watch the proceedings on behalf of Mr. [Robert] Boyd.

Mr. WALLACE would make an end of the matter, as far as he was concerned, after hearing the engineers' report.

The CORONER said, his object in proposing to examine the witnesses was, that the engineers themselves might have an opportunity of putting questions to them.

The CORONER then, at the request of Mr. Wallace, read the depositions taken on the first day of the inquest.

Mr. Boyd having intimated that he was ready to be examined,

Mr. REA said he was led to believe — and, if the facts of which he was put in possession were substantiated by evidence — there could be no doubt but that a charge of what the law called manslaughter would be preferred against Mr. Boyd, If, after that caution, Mr. Boyd wished to be examined, he had no objections.

Mr. Boyd said he was anxious that there should be the fullest investigation into the matter, and he would submit to the fullest examination into his conduct.

The CORONER observed that it was his duty to tell Mr. Boyd that he was not bound to answer any question that would criminate himself.

Robert Boyd was then examined by Mr. Collins. —

I stated in my former evidence that the building had been raised three feet more than had been contemplated at first. Before raising it that three feet, I had it examined by competent persons. The person who drew the plan examined it. Before the work commenced at all, he gave me assurance that it would bear the additional three feet. The contract was made before the building was commenced. I am not aware that Mr. Rowan was there during the progress of the building — I think it likely he was, but I did not see him, as I had to be in town at my business. I don't think I had any conversation with him on the subject. We had no contract for the roof. Mr. Rowan furnished what is called the "straight" on the roof.

To Mr. REA — I think it was about May last we built the first mill. It is still standing. Magee was the foreman. There was no contract with Magee for building the first mill. I and my partners paid the workmen, and Mr. Jackson the architect. From the time we commenced, till we put the machinery in it, might be about four months. We made an arrangement with Mr. Jackson to superintend the works until the mill was completed. There was no clerk of works under him. He was in the habit of visiting the mill occasionally. I don't know that he was ever there more than twice in the week. There was no accident arising from the deficiency of the building of that mill.

This preparing mill was commenced on the 30th September — at least, that is the day on which the contract is dated. The accident occurred on the 10th of January. I had not Mr. Jackson engaged at the erection of this mill. The plan and specification were drawn by Mr. Rowan — that is, the height and breadth of the building, and all that. The plan shews the height of the walls. There was no written document but one between me and Magee. It is a very common thing for such men as Mr. Rowan and Mr. Coates to give plans of such buildings, as there is a great deal of machinery connected with them, with which an architect is not acquainted, I was very much struck, for instance, by the plan of Mr. Rowan's own mill. It was with a very skilful man that I contracted for the building. Mr. Rowan is an iron-founder, not an architect. There was no contract between Mr. Rowan and me as to payment for the drawing of the plans, nor was there any agreement between him and me as to his superintending the works. As to the materials, no complaint was made by the workmen to me.

You will get very few bricks of the same size when you are getting them from different establishments; for instance, there is a difference of at least half an inch between the bricks made by Mr. McAlister, and those made by Mr. Hunter, of Dunmurry. We employed the carpenters and they were paid by us, at the office of the concern. We gave money to Magee as he wanted it to pay the bricklayers and others. Mr. McCracken offered to do the work for £5 more than Magee's contract. There were only the two tenders put in, and we accepted the lowest. Magee got the money just as he asked it. I visited the mill every day. I don't think any of the other partners visited it so frequently as I did, for it was on my way into town. I don't know who ordered the sewer to be made. I never gave any orders as to the sewer. I don't know whether Magee did or not.

Mr. COLLINS said Magee had nothing to do with the sewer.

Mr. TRACY said it might save time if he mentioned that Mr. Lanyon, who had examined the premises, states that the sewer had nothing to do in causing the casualty.

Mr. REA said he was instructed there was a surveyor present who was as competent as Mr. Lanyon, and he would tell them it had.

Cross-examination continued. — I saw the sewer on the morning before the accident. It might have been opened twenty or twenty-four feet, at this time. It was a long way from the foundation of the mill, but not far from the foundation of the columns. I heard it sworn here that the depth of the sewer was only two feet, whereas the foundation of the columns was six feet deep. The roof was on about a week before the accident occurred. None of the men had anything to do with putting up the iron works. I never heard of any of the men refusing to go on the roof after the iron works were put on. I went on it night and morning

To Mr. TRACY — The roof was put on very shortly after the walls were brought to a square. I should say the walls were brought to a square about ten or twelve days before the accident occurred. I think the building was two months and ten days in course of erection.

To a JUROR — On our taking the concern, we advertised for contractors, and no one offered but one; and I spoke to Mr. Jackson, and he advised us to do it by days' works. He advised us to get a clerk of works, and have a proper foreman carpenter, and a proper foreman mason. I asked him where I would get one, and he said he would send one to me; but he did not come. We were anxious to have Mr. Fulton, who is on the jury, but he was so engaged that he could not come. We then went to Mr. Rowan, and he recommended us Magee and Shannon; and my partners and I thought it would be a hard thing to let another man come in and take the credit of whole work over Magee's head, he having done the work of the other mill so well that over and above his wages of £1 10s. per week, we gave him a gratuity of £5; so we contracted with him for the second mill. Magee was foreman bricklayer under Mr. Jackson. He was more than a foreman bricklayer under us, for we gave him 30s. per week.

To Mr. REA — Bricklayers get, generally, only 18s. a-week. We gave ours, shortly after they commenced, 20s. per week. I would say 30s. a-week liberal wages for a clerk of works. At the first building, Mr. Jackson was to superintend Magee. If Jackson had been superintending the second mill, would the accident have occurred? I think it might, if he only visited it every ten days or so.

To Mr. TRACY — Magee merely superintended; he never took the trowel in his own hand.

Bernard Graham, examined by Mr. WALLACE — I am a bricklayer, I don't know how long I was at the mill before the accident. I was there all the time, from the commencement, but three days. I have been in Mr. Boyd's employment since the first mill commenced. Mr. Jackson was there sometimes, when the first mill was in course of erection. I was employed by the day, at the rate of 19s. per week and when we struck for higher wages, then we got 20s. When I went to work at the second mill, I think we commenced at the first window-stool. There were eight or nine bricklayers at work. I never measured the building to ascertain its length or breadth, Of the walls there were about 2½ feet standing. I did not see the foundation. There was part of the old foundation used. The joinings of the old with the new, as far as I saw, were well put together, by cutting steps in the old; and these were well tied in, as we went along. The whole thickness of the old was cut right through. The south part of the old wall at the sluice was standing.

To Mr. LANYON — I cannot tell at what time the walls were brought to the square; it was somewhere about a fortnight before the accident occurred.

To Mr. WALLACE — I cannot tell, what portion of brick went into the building. I can say that there was not a large number of tiers went in without a tying — I am speaking as regards the portion which I wrought at. I don't think there were six tiers without a tying in the whole building — as far as I saw they were all sufficiently tied.

To a JUROR — A great many half-bricks went into the building. We might as well work them up as have them lying at our feet.

To Mr. COLLINS — They were good enough — they were thoroughly sound.

To a JUROR — The quarter of the bricks in the building were new, and the remaining three quarters old. They were all mixed together. That is my opinion. The majority of the old bricks were whole. There was a good number of the old bricks left. I would not like to put in small bricks if I could get large ones.

To Mr. TRACY — I saw no bad bricks put in the walls. The old bricks were as sound as the new.

To the CORONER — I considered the old bricks sufficient — but they were severer on our hands.

To a JUROR — I said I had wrought in England and Scotland, but had never wrought with such stuff before; because they work no old stuff there. Mr. Magee visited us every day. He did not desire us to use one kind of brick more than another.

To Mr. TRACY — I wrought at the former mill. I cannot say how often Mr. Jackson came there during the time it was a building.

To Mr. WALLACE — There were old bricks put in the former mill, but not so many as in the last mill.

To Mr. REA — I will not swear that the quarter of the bricks used in the former mill was old. I consider a sound brick one that has been well burned. A brick bat is as sound as a whole brick. A wall could not be as well bound if built with bats, as if built with whole bricks. I never saw so many bats put in a mill wall before. I was at the building of two mills, in England. There were some bats put in them, but no old bricks. There was an architect and clerk of works there. — I said, on the first day of the inquest, that wet bricks would not take bond for twenty years. Wet bricks, when put in a wall, are likely to slip. If people could get dry bricks, wet ones should not be put in. I could not tell how many wet bricks were put in this wall.

To the CORONER — I am a judge of mortar. The mortar used in this building was very good, well tempered, and quite sufficient.



To Mr. TRACY — Wet bricks will not take for a long time: but, I may have spoken too largely, when I said, not for perhaps twenty years. I have seen water thrown on bricks, to take the temper out of them.

To the CORONER — I said, at the former inquiry, that the bricks were not good, for some of them were wet, but that the mortar was very just mortar.

To Mr. REA — I swear I never heard it stated that the men stopped work because of the insufficiency of the materials. I did not say the wet old brick, taken out of the slush, were not fit to go into any building, I said they would be long before they would take bond.

To Mr. COLLINS — All the old bricks were not wet.

Alexander Shannon, examined by Mr. LANYON — I think we commenced putting on the roof about a month before the accident. We commenced to put the roof on when the walls were brought to a square. The walls were brought to a square about the 14th of December. The tie rods were from beam to beam. Some of the arches on the second floor were not turned, but on the first floor they were finished.

To Mr. REA — A working carpenter gets from 18s. to 25s. a-week and a foreman 7s. more. I acted as foreman carpenter at Mr. McKibbin's mill. It was built in Summer. Mr. Taylor was superintendent there. Mr. Taylor was paid by Mr. McKibbin and so was I. I got 19s. a-week at this mill, and expected to get something more, and I think I will get it yet. I have heard of other competent foremen carpenters being paid at that rate. (Mr. LANYON here observed, that he knew Mr. Shannon, and knew, also, that he was a very competent workman.) I expected to get one or two shillings a-week more.

To Mr. COLLINS — I never saw either crack or shake in the walls.

To Mr. TRACY — I saw nothing insufficient in the work; the roof was all good, I heard none of the men speak of the insufficiency of the work.

To Mr. REA — There were twenty-four carpenters under my superintendence. They were paid in Mr. Boyd's office. He was at the building every morning. He staid [sic] there two hours and sometimes two hours-and-a-half. He lives about a quarter of a mile from the building. I have seen the Messrs. Steen and Mr. Macnamara there.

A JUROR here remarked, that putting such questions was only a waste of time.

Mr. REA — If the jury were as conversant with law as he was they would not say there was any waste of time. He was anxious to show that Mr. Boyd built the mill without an architect or other experienced person, and by his own servants; and if he proved that there was not sufficient care bestowed in its erection, he thought the Coroner would be bound to charge them to bring in a verdict of manslaughter, not only against Magee, but against Mr. Boyd also.

The CORONER said Mr. Rea had wasted a great deal of breath uselessly; for Mr. Boyd had admitted that part of the men had been paid by him, but that part of the work had been contracted for.

Mr. REA knew that; but he did not wish to take Mr. Boyd's admission against himself.

To Mr. REA — The carpenters and I were paid in Mr. Boyd's office, week and weekly. I can form no opinion as to how the accident occurred. I heard nothing of a strike in consequence of the insufficiency of the materials.

Mr. Boyd said there was no strike among the men whatever.

At the conclusion of the examination of this witness, the jury left the room for a short time; on their return,

The CORONER called on Mr. Rea to produce the architect, of which he spoke, for examination.

Mr. REA said he would do so at a proper time, and at his own convenience. He would produce him before this inquiry terminated.

The CORONER — Oh, very well, let us proceed with the next witness.

Hugh Savage examined by Mr. REA — I live in Market-street, Belfast. I am a bricklayer by trade. I was employed at the Beer's Bridge mill. Mr. Magee employed me and paid me. I was at the work the whole time from beginning to end. I have worked at other mills — for instance, at the damask mill of Messrs. Corry, Blain, and Co., [and] my opinion is that the old brick used in Mr. Boyd's mill was as good as any bricks a-making this season. My opinion as regards the brick and mortar is, that both were very good. There were old bricks used. I considered them sufficient. The mortar was good.

To the CORONER — I remarked no crook or shake in the wall. I was in the mill when it fell, working on the second floor. The entrance arch, opened and the mill fell in. A man named Crawford and I fell together.

To Mr. REA — When the arch opened, both sides of the mill fell in, The first thing I heard after was the roof falling in. Crawford's leg was between two beams. I heard some persons above, and I called out to them that James Crawford and Savage were there. They got us out, and we were taken to the hospital. I heard afterwards that sixteen men had been taken out dead.

To Mr. LANYON — All the arches were in, except three on the second floor. The three not in were next the hoiser. They were not turned. I cannot say whether the arch which I was standing at was the one that gave way first. I don't know whether I dropped to the ground floor or not.

To Mr. GODWIN — I got no notice, by any cracking of any part of the building, before it gave way. It came down with us very suddenly.

To Mr. WALLACE — The arches were eight feet wide from beam to beam.

To Mr. TRACY — The drain might be two feet deep at one part and four feet at another. The men were working at it that morning when I went with candlelight. They had pickaxes and crowbars. James Crawford and I were working at one side of the arch, and James Watson, who is dead, and David Little were working on the same floor with me. There were no others at that arch. Crawford and the others are out of the hospital.

To Mr. WALLACE — I had no communication with Crawford since.

To Mr. REA — I was paid by Magee some times at the mill and sometimes at Watson's.

To a JUROR — I did not hear any person make a remark as to how the accident occurred. I have no opinion myself as to how it occurred.

David Little examined. — I live at Henry-place, Belfast. I was working in the mill which fell. I was working on the second floor at the arch. Hugh Savage, James Watson and James Crawford were working with me. I could not exactly say how many arches remained to be built on that floor. I cannot explain how the mill fell. The first thing I observed was the centre arch going from under us. I heard no crash or noise before I felt the arch going from under me. I don't know what occurred afterwards. Magee employed and paid me.

To Mr. WALLACE — I could not tell what floor I was taken up on, nor did I hear since, I don't know whether the first floor went down also. I was out at the ruins on Monday. I was working there since the month of May. I consider the greater part of the materials of the last mill were not sufficient — I mean the brick. There was not one half of new brick put into the building. I could not exactly say that there was not one fourth. The remainder was old brick and bats together. I could not exactly say that the half of the remainder was whole bricks. In making the ties, sometimes we were obliged to put in pieces of brick for want of long ones. The wall was tied every three courses. It was partly tied with those half brick, for want of whole bricks.

I was present when the arches were building, when Mr. Boyd was also present. He ordered us to stop putting in half brick. James Crawford also was present, and James Watson, who is dead, and Hugh Savage. Mr. Boyd ordered us not to put in half brick, but whole brick, in the arches. The men were not complaining. There were no old brick put into the arches. We then got orders to work bricks and bats in the arches, as they came, next day. I cannot tell who gave the orders. It was not to me the orders were given, but to some of the other men.

The broken brick were, in consequence of that order, wrought in the arches. We were using them for two or three days, until the mill came down. I could not tell whether any of the broken brick was wrought in any other of the arches than those that gave way. We were working up some of the broken brick at the arch when it gave way. It was not that arch which fell first. I could not tell which of them fell first. I heard from a person that a sufficiency of new brick would not be given till the old brick was wrought up.

I heard it from all the labourers. I don't know the names of them, but I know them by their faces. I heard it more than once. We asked for brick but could not get them, because the carters were stopped, as the labourers said, until the old brick was worked up. These carters were bringing new brick. I heard they were stopped by John McEntee. He was foreman labourer for Mr. Boyd. He was appointed to count the new brick as they came in. There was some stopped when coming in. Before they commenced the arching at all, they stopped them. This was before the walls were brought to a square, but I don't know how long. They were stopped more than once. We were at the side walls on the second floor, when they were first stopped. When they were stopped the second time the men were topping the gables. We worked these brickbats in the side walls, and in the gables, in consequence of the stoppage.

There was more old brick put in these walls, in consequence of the new brick not being supplied, than ought to have been put in them. The most of the brick were wet by the rain. There was none of them wet from being in the foundations of the old mill. The brick were

supplied to us by the labourers, and brought to where we were at work. The labourers were in Mr. Magee's employment. I consider part of the last storey was not sufficiently bound with ties to bear a great weight, because we had not whole bricks.

To Mr. REA — We ceased putting in bats when Mr. Boyd told us. He was there every morning after, and saw us putting in the bats that he had given us orders not to use. On the second occasion that he saw us using them, he did not give us any order not to use them.

To Mr. COLLINS — It was new brick bats we were putting in the arch. I was on the work from the commencement. I saw no crack or shake in the walls or anything to lead me to believe they were insufficient, except a part of the latter storey.

To a JUROR — While we were using the new brick the order came in, that we should use the others up.

To the CORONER — We saw Mr. Magee after the new brick was stopped and told him that we could not get the old brick to work. It was John Kane told him so in my presence. Kane told him that the new brick was stopped and that they were to get no more until the old was worked up.

To Mr. BOYD — The brickbats were put in the hod before they were brought up. They were put on the hod as they were taken out of the cart.

To Mr. TRACY — We crowned the arch with smaller bricks. There were six or seven courses. We made them for the purpose — some seven, some five inches long.

To Mr. WALLACE — They were not made for the purpose.

To Mr. LANYON — I cannot tell how the arch fell. We were working at the centering at the time it fell.

To Mr. BOYD — All the centres of the arches were not in.

To a JUROR — I can form no opinion, as to the cause of the falling of the mill.

John McEntee, examined by Mr. REA — I live in Drummond's-court. I was not examined last day. I was foreman labourer for Mr. Boyd. There were labourers for Mr. Boyd and labourers for Mr. Magee, employed at the building. I had sometimes 30 or 40 men for Mr. Boyd, and sometimes 20. They were sometimes working in sand and sometimes with the timber about the mill. I gave the brick to Magee's labourers. There were more than half of the bricks new.

To the CORONER — The old bricks were lying about the mill. There were more new bricks than old used.

To Mr. REA — Mr. Boyd never gave me any orders not to send up so many new brick. Mr. Boyd checked them for putting bats in the arches. I took no bats after. I sent them back again to the brickmaker. I am in Mr. Boyd's employment still.

To Mr. COLLINS — I stopped the supply of bricks myself when there were too many in. I would not let more in till the others were worked up. I never stopped the new bricks being brought up, nor knew them to be stopped.

To Mr. TRACY — I was present at the making of the drain; it was two feet deep. I saw the place falling. I was outside the door when it fell.

To Mr. REA — The drain was made by me and Mr. Boyd's labourers, by the orders of Mr. Harden, Mr. Boyd's manager. The men were three days at it. Mr. Magee took nothing to do with it. The three men killed in the drain were Mr. Boyd's men. Mr. Harden acted as Mr. Boyd in Mr. Boyd's absence.

To a JUROR — The sewer was not more than two feet deep. In making it we did not disturb any of the masonry of the mill. We had but one pickaxe. We were three feet from the rubble masonry. We were pretty near the stones in the abutment, Magee told us not to go near it, and we did not do so.

To a JUROR — I was just out of the door when the mill fell, and was going to give directions to make another sewer, at the other mill, to carry the water off.

To Mr. COLLINS — I considered the brick and mortar good.

To a JUROR — The hodmen had liberty to go and bring the old or new brick, just as they pleased.

James Crawford, examined by Mr. WALLACE — I live in Welsh-street, Belfast; and am a bricklayer. I was employed in Beer's-bridge mill when it fell. I was there at the commencement of the last mill. I was employed with Watson, Savage, and Little, when the accident happened. I was working on the arch — Savage was on the right hand side. The first thing that attracted my attention was the sheeting of the arch going down. I observed nothing after that, for I went down, and was so completely covered with mortar, that I saw nothing till I was pulled out. —

I think the roof had nothing to do with the accident. I believe it was the undermining of the building. I think the pillars gave way, and one of them giving way would bring down a mill as large as Belfast. We wrought a few broken brick in the arches. Mr. Boyd ordered us, one morning, not to work the broken brick; but Mr. Magee told us after to put them in. We worked in about half a dozen; and I consider there was no broken brick used in the arches to do any injury. I was working at one of the corners, and I consider I got sufficient materials to do my work.

To Mr. COLLINS — I have been working at mills, and have been a bricklayer for a long time. I considered, before the accident happened, the walls were standing fair and straight, and no likelihood of damage occurring to anybody. There was neither crack nor shake in them.

To the CORONER — I thought the walls sufficient to carry the weight they were eventually to carry.

To Mr. COLLINS — I think it was about three weeks from the squaring of the walls till the accident happened.

To Mr. REA — I am an experienced bricklayer. I am not an architect nor a clerk of works. It is supposed that it is to prevent accidents that such men are employed. I would not like to undertake the building of the largest edifice I ever saw. I don't think the mill fell from the

want of an experienced man there — the man that had the contract had experience sufficient to complete the job well.

To a JUROR — The frost would have no effect on the walls, because the mortar was warm.  
[Difficult to decipher this last word which I've transcribed as 'warm']

To the CORONER — The falling of the mill may have been occasioned by the removing of some of the foundation of the pillars, by the forming of the sewer.

John Godwin, examined. [John Godwin was Engineer to the Ulster Railway Company and also the Belfast and Co. Down Railway. He was professor of civil engineering at Queen's College, Belfast, from 1850 until 1858. See more at <https://www.dia.ie/architects/view/2194/GODWIN-JOHN>] — I was called on to inspect the ruins. I did so on several occasions, I have inspected them three times. The mill was down when I saw it. I inspected the foundations sufficiently, so as to enable me to form an opinion as to the stability of the building. It appears by the plan that the length of the mill was seventy-eight feet six inches, and that it was forty-five feet six inches wide, and that the height to the roof according to the plan was thirty-six feet. (Mr. COLLINS said, Mr. Boyd had added three feet to it, which made it thirty-nine feet.)

From my inspection of the place, I found the thickness of the foundation to be two feet or two bricks. I did not examine the footing beneath that. I don't know how high it was carried at that breadth for the building was down. The building appears to have been erected on the foundation of an old mill. The materials of the mill were of bricks and mortar — some of them brick bats. I am not able to say of what proportion. I could not judge of how the walls were bonded. The old work on which the building was erected is standing. The building seems to have broken off at the junction.

My opinion is that the building fell in consequence of the brickwork having given way, and this arose, in my mind, from the mortar not having taken proper bond from the damp state of the weather when it was erected. The materials appear to be of average quality with those used in Belfast generally. If old brick be used in a new building it requires great care in the setting of them, so as not to interfere with the bonding of the work — I don't know whether that care was taken here or not. I am inclined to think that the accident arose from the mortar not having bond enough, and the walls being what is technically called green or soft; and I may here mention that Belfast mortar will not take bond till it is exposed to wet, it is made of what is called hydraulic lime.

I am fortified in the opinion I have formed, from the fact that if the roof had given way the walls would have fallen outwards; and if an iron girder had given way, some short time would have elapsed before the building would have gone down, and, in all probability, the fire-proof floors would have fallen and the walls stood, as I have known to occur on such an occasion. The girders would have carried much more weight than was upon them, or was intended to be put upon them.

Assuming that there was a large quantity of small-sized brick used, of course the building would have been stronger if full-sized brick had been used. It depends on the judgment of the bricklayer to use the quantity of bats to the circumstances. I think a building raised three-fourths of bats and one-fourth of whole bricks must be insecure. I don't see how it well could be secure, having to sustain such a weight. Perhaps I may be allowed here to state, that bricklayers are sometimes disposed to what is called "scamp" the work, and no vigilance on

the part of the employer, can prevent it. Superintendence is required in the raising of these buildings, and no one is more competent to superintend than an intelligent bricklayer.

If the walls had been properly built, they would have carried the weight it was intended they should bear; but I decidedly would have built them thicker. I saw no objection to the manner in which the old and new work had been connected, and it was not from the insufficiency of the old work, but of the new, that the building came down. I think the weight was put on the outside walls before they were sufficiently set to support that weight. If a competent engineer had been employed, and had discharged his duties, the accident would not have happened — I mean he would not have put the weight on the walls till they would have been abler to bear it; but there is a chance of his being deceived.

Taking into consideration the kind of mortar used, and the weather, I do not think two months sufficient for the erection of the building. If the weather had been fine, I can't see why the time should not be sufficient; I think three months might have been sufficient had all the materials been sufficient and good. I have built bridges and put the weight on them within that time. The fact of the building giving way shews that it was not sufficient. Three months would be sufficient without having any extra work to do, such as pulling down of an old mill.

To Mr. COLLINS — I stated that the accident was caused by the mortar not having taken bond in consequence of the dampness of the weather. In other respects, I was speaking from probabilities.

To a JUROR — I examined the drain, and, in my opinion, the drain had nothing to do with the falling of the building.

To Mr. REA — Iron girders would be more than six times as heavy as pine girders. With regard to bricklayers "scamping" the work, the more they "scamp" the more they make. I would have made the walls of this mill, at least, six inches thicker. I would not have feared the falling of the mill if the walls had been built six inches thicker, with the same materials. I would have stopped bricklayers from working in wet weather. I think it necessary for a capitalist, in erecting a mill to employ an architect or a skilful builder. If you take into consideration the state of the weather, I don't think there were proper precautions used in the erection of this building.

To Mr. TRACY — I know Mr. Rowan. I think him a very competent and ingenious person. I think him quite competent to give a plan and specification for this building. I have no hesitation in saying I would entrust the superintendence of the building of such a mill into the hands of Mr. Rowan, though not a professional architect, with an honest and competent bricklayer. I think it probable that too many of the small bricks were put into the heart of the walls. I have seen the portion of the wall near the hoister which remains, and I do not think the work well done. A good honest bricklayer would have told his employer that he should not use such bad material.

To Mr. COLLINS — It is an operative bricklayer I refer to.

To Mr. REA — I believe Mr. Rowan to be a very clever man, but, taking architecture in its extended sense, Mr. Rowan may not be as competent as Mr. Lanyon or me; but, where the straining of machinery is concerned, and steam engines or other machinery are required for flax, or where his own business is concerned, I think him a more competent judge than any

architect. A mechanical engineer, of Mr. Rowan's ability, would be quite cognisant of everything concerning the safe construction of such a building.

To a JUROR — There was a very heavy storm of wind and rain the night before the accident. It must have had very considerable effect upon the building, if it had not been covered over; and it would have had an effect on the walls, if they had not been properly bonded.

Charles Lanyon examined by Mr. WALLACE — Inspected the building the greater part of yesterday. I concur generally in the evidence of Mr. Godwin. I attribute the accident altogether to the giving way of the brickwork; and I concur with Mr. Godwin, in saying that the building was erected in bad weather, and that the materials were insufficient — being a mixture of old and new brick. If the materials had been good, I would have been satisfied with the thickness of the walls. (The contract and plan was here produced.) This comes in the form of specification and tender. It would depend on the person to whom it was confided, whether that would be sufficient. I think it would have been more prudent to have employed an architect, but I think the work could be done without him.

To Mr. REA — I consider a man of common sense is bound to employ a competent architect or builder to execute the work. I do not think it was right to build upon the old standing brick work. I think the fall in the building could not be caused by the drain. I generally have a clerk of works to watch the works going on in the county. I think it a precaution absolutely necessary to do so. I would not employ a man to superintend the works, who had an interest in such works.

To Mr. TRACY — I have met with a bricklayer to whom I would confide £180 worth of work.

To Mr. COLLINS — I think the moist weather had a great deal to do with the falling of the building.

To Mr. GARRETT — I attribute the badness of the work to the promiscuous mixture of old and new bricks. If the same sorts of brick were worked up together, the stability of the building would not be affected so much.

To Mr. TRACY — I fully concur in the opinion of Mr. Godwin, as to Mr. Rowan's capabilities.

To Mr. COLLINS — Suppose the roof had not been put on for a month, and the walls had been properly bonded, this accident might not have happened.

On Mr. Rea making an affidavit that he had some material witnesses who were unwilling to come forward, but who, he thought, he would be able to produce on Monday, the court adjourned shortly before six, till ten o'clock on that day.



## **ADJOURNED INQUEST ON THE BODIES OF THE MEN KILLED BY THE FALLING OF BEERS'-BRIDGE MILL.**

This inquest was resumed on Monday, at eleven o'clock before Bernard Ward, Esq., J.P., Coroner. The following magistrates were present:— W. Tracy, Esq., R.M., John Harrison, Esq., J.P., William Coates, Esq., J.P., and James Macnamara, Esq., J.P.

After the names of the Jury had been called over,

The CORONER said, he wished to tell the professional gentlemen that he hoped they would condense their cross-examinations as much as possible; and that it was his intention not to allow any one to address the Jury.

Mr. REA was not sure that, if his Worship saw reasonable cause for any advocate to address the Jury, he would alter his decision. The adjournment had been made at his (Mr. Rea's) application, and he was anxious to shorten the time as much as possible; and if he was prevented from doing his clients justice, they might have to call a second investigation in Belfast. He would go all lengths to have the matter fully elucidated.

Mr. COLLINS — Well, if you address the Jurv, I will.

The evidence was then entered into.

James McCracken, examined by Mr. WALLACE — I live in 59, Barrack-street. I am a builder. I served my time to it, and have been in the habit of building fire-proof mills. Mr. Boyd called on me to put in a tender for the building of this mill. I met Mr. Boyd and Mr. Rowan the next day, and saw the plan and specification, and saw what was to be done. (The plan and specification showed to witness was then produced, and identified.) The plan shows two fire-proof floors, and the roof — 36 feet in height. My estimate was £185 and some shillings. That is a reasonable estimate. If there was another floor to be added, I would have required more money. It would have been according to the measurement. I could not tell how much in proportion to the estimate, but I could do so after some time. There was a conversation with Mr. Boyd. I was to work up the old materials that were sufficient.

I would have wrought the old materials in the gables, and the dead-work of the windows — the piers could not be made too secure, even with the best materials that could be got. That should be known to all persons acquainted with the erection of fire-proof buildings. The thickness of the walls should have varied from 2 feet 6 inches on the first floor, to 2 feet on the second floor, and 18 inches on the third floor. I would not have mixed the old and new brick together. A wall tied with half bricks might do for the first course; they might do for the dead wall, but not for the second course. I would not think that a fourth of new bricks, and a portion of brick bats, would make a secure wall. I mean to say that a wall so constructed could not stand the weight of fire-proof floors: we find a difficulty, even with all the care and diligence that can be employed, to make the best brickwork stand.

I know John Magee; he wrought with me as a stone mason; he is not a bricklayer. It requires a man to be brought up to the trade to be a bricklayer. It is fifteen years ago since he wrought with me. I had a conversation with Mr. Boyd. He said he was not satisfied with the last contractor, or superintendent. I asked him was it Magee? and he said it was. I expressed my opinion about Magee, and told him I thought he was not fit for it, as he had wrought with me as a stone mason. I said I did not think him capable of conducting the building. It was a very wet season. Two months and ten days was too short a period for the erection of the building. I would not have gone on with the building if not more than one-fourth of the bricks were new. I would have acquainted Mr. Boyd if I wanted new materials.

To Mr. REA — I have been a builder for twenty years. I do not consider it dangerous to open a sewer near a building, if it be not sunk below the foundation. If you prized the foundation stones, you would pull down the house. There is always a great weight of machinery in such buildings, and there is always great weight on the floors. If the walls were made two feet, instead of two feet six inches, and the bricks mixed promiscuously, there could not have been due precaution used.

Mr. REA — Suppose they used three-fourths or one-half of old-bricks and bats —

Mr. GARRETT said there was no evidence that old bricks and bats were used.

Mr. REA remembered, that in the beginning of this inquiry, Mr. Garrett did not say he was appearing for anybody.

Mr. GARRETT appeared for his client when he thought it necessary. He never would have appeared, had not an insult been offered to his client, calculated as claptrap for a jury — or had he considered the mode of proceeding adopted calculated to elicit truth. He did appear on the last occasion, and he appeared now.

Mr. REA said, Mr. Garrett had before avoided saying he appeared for the firm. He had now, of course, a right to do so. But, if he considered an insult had been offered to Mr. Boyd, or anything got up for claptrap, he should have opposed it at the time, and not have come now to make a speech, and a bad one, after so much preparation. But he would tell Mr. Garrett, that he (Mr. Rea) was as likely as he to have had opportunities of learning how to conduct a case and examine witnesses.

CORONER — Let us proceed now.

Witness — Supposing the materials of the work to be half new and half old, but set right in their proper places, no harm would be done; but, supposing they were wrought promiscuously, it would not be done in a proper manner — due precaution would not have been taken.

To the CORONER — Has had considerable experience, in the building of mills. It had been stated to witness that he would have to make up old materials. Made no observation to Mr. Boyd as to the impropriety of using old bricks.

To Mr. GARRETT — I have great experience as a builder. I have no objection to erect houses without a clerk of works, and I have finished a mill for Messrs. Kennedy and McConnell, and another for Messrs. Gunning and Campbell, without a clerk of works. Suppose there was a

clerk of works at a building, where twelve bricklayers were employed, and the contractor away, there would be no difficulty in scamping, or sconcing the work; but if the architect was constantly at the works, the work could not be sconced. Scamping meant carelessness in using materials, and sconcing, neglecting to do the work. When Mr. Boyd called on me for an estimate, he said he was not satisfied with the last contractor, and I asked him was it Magee, and he said it was. I expressed myself, on that occasion, in these terms, that “Magee was not fit to ‘clod guts to a bear.’” (Laughter.)

Magee might have become a bricklayer, but not a master. I have passed Monkstown mill. Stephen M. Campbell built it. I saw Magee working at the chimney of Rowan’s foundry. My experience, sixteen years ago, of Magee, was as a stone-mason — but he might have become a bricklayer in the meantime. He could not have become a master-builder. Mr. Jackson told me he never recommended Magee, except as a bricklayer, working to me, or other people like me. He told me this on Friday fortnight in his own office. I think he meant to convey he had not recommended him, as a person qualified to superintend the works of this mill. If I had a contract with Mr. Boyd, I would have had a day for every day I was kept back by the weather.

Mr. REA said, the Coroner would see, from his evidence, that Mr. Boyd had stated that Mr. Jackson had recommended Magee as fit to act as clerk of works or superintendent.

The Foreman of the Jury — You are wrong. Mr. Boyd did not say that, to the best of my recollection, He said, that Mr. Jackson told him Magee was fit to act as bricklayer or foreman bricklayer.

Mr. GARRETT to witness — Three months was the time specified. Do you think that the firm I represent would be guilty of criminal negligence, if they entered into a contract, on the 30th September, to have the work finished in three months?

Mr. REA objected to that question. It was a question for a Jury and the Court, not for a witness. Mr. Garrett wished to get from a skilful builder an opinion that could be only got from a skilful lawyer. Mr. Garrett’s excuse for putting the question was, that he was not in the habit of practising in courts of justice.

Mr. GARRETT — If Mr. Rea objects to the word “criminal,” I will put the question in another form.

Mr. WALLACE — This is wasting the time of the Court; for Mr. Lanyon and others have already sworn that three months was a fair time.

Mr. GARRETT — This is all we want, I maybe inexperienced, but I have asked a question which I believe to be exceedingly material.

To Mr. COLLINS — I might have finished some small buildings before the time contracted for their completion. In heavy buildings we are always behind the time. The contractor, before he enters into the contract, calculates in what time he can have the building completed; but the gentlemen for whom we work generally give us a month. In some cases, I contract to do work before it could by possibility be done. In the contract, when an architect is over the contractor, it is usual to put in a penalty for every day over the time that the work extended beyond the contract. I have been bound in a penalty in one or two cases, Mr. Jackson being

the architect. I conceived myself in honour bound to complete the works to my employer, whether there was a penalty attached or not. I might have taken a contract, and have misled my employers for a month. If an additional fire-proof floor was to be added, the walls should have been 2 feet 6 inches thick.

I have not examined any work done, within the last 15 years, by Mr. Magee. I am competent to give an opinion of a man who was brought up a stone-mason, and I say that I don't think he ever could be a good bricklayer. I served my time as a bricklayer myself. My opinion is a general one. I have many a time refused a man — not one, but fifty — as a bricklayer, who I knew had served his time as a stone-mason. In only two or three cases had I clerks of works over me. Bricklayers may have scamped on me. The most honest bricklayer in the world may be imposed on, and a great injury may be done to the building if this scamping went on.

To Mr. WALLACE — It was easier, to get on with work with good materials than with bad ones. I never knew a contractor, having a right to get good materials, using bad materials in a building. When I proposed to do this work, for this company, in three months, I calculated on getting good materials and reasonable weather; but that would all be mentioned in the contract.

To Mr. TRACY — It would take a young man for seven years to become a bricklayer. I knew Magee to work at Mr. Rowan's mill. I knew him to be a bad stone-mason. I would rather take a man from the plough, to teach him to be a bricklayer, than to teach a stone-mason to be one.

The Court here adjourned for about ten minutes.

After the adjournment, Mr. McCracken's evidence was continued. He stated that he had made a calculation of the additional cost of raising the walls, and putting on another fire-proof floor, &c. He found that three feet six inches addition of wall, and a fire-proof floor, with pillars, arching, and tiling, would cost £46 10s. for workmanship alone; and the increased breadth of walls for two storeys, two feet six inches, and two feet, would make £17 10s.

To Mr. GARRETT — I would have had a very fair profit out of my estimate. I would have had ten per cent or thereabouts. I would have the work well done and the bricks in the works all hammered. I could not have done the work at less than at what I proposed, I believe many contractors never draw out their contracts themselves, but get others to do it for them. If Mr. Boyd had stated to me that he intended to erect another fire-proof floor, I might have said to him that the walls would not bear the weight.

Mr. WALLACE asked witness if he thought, the mill was properly built, and with good materials?

Mr. GARRETT objected to the question. It should be separated into two distinct questions.

Mr. WALLACE would put it as he pleased. The witness could give his answers separately, if he pleased.

The witness considered the materials, if well selected and put in the proper places, would have made a good job. What he objected to was, that the old bricks were thinner than the new ones, and that more mortar was put on the old bricks than on the new to make them even.

There was more pressure on the new than the old, and the bad weather made matters still worse.

To the CORONER — I think, from what I saw of the work, that the bricks were not put in their proper places.

To Mr. WALLACE — If the workman was a skilful workman, he should not have acted so. One fourth of new bricks was not sufficient. If he was doing the work himself, he would put the old bricks together and the new bricks together: but he might be wrong; he was not infallible. He would not put the old bricks where they had to bear the heavy weight. It would have been better to put them in the gables and dead work; he might have used them in alternate courses.

Francis Ritchie, examined by Mr. WALLACE — I have been much employed in building. I never had anything to do with the building of a mill. I could, in some measure, form an opinion as to the materials that should be employed in the building of a mill. I have built two bridges over the Lagan. I saw the ruins of the mill at the time the jury saw them, and I saw them since.

To Mr. REA — I know all the builders and architects in Belfast. I never heard Magee reckoned a builder. I think a stone-mason too much accustomed to heavy work to make a good bricklayer.

To the FOREMAN — I had only an architect superintending the two buildings I erected. I planned the rest myself. I knew iron-founders to plan a building.

To Mr. REA — I know some of the builders of Belfast. I cannot say whether or not Magee is reputed as a builder. I do not know half the builders in Belfast.

To Mr. COLLINS — Before a man is reputed as a builder, he must have had some experience in the trade; if I employed a man, and found him to do his work constantly and well, he would employ him again. I was a farmer myself in the beginning.

Cranston Gregg, examined by Mr. WALLACE — I live in Belfast. I saw the ruins of the mill on the same day on which it fell. I went there through curiosity. I was accompanied by Mr. Entwistle and Captain Henry. I examined the ruins for a very short time. I did not examine the material. I paid more attention to where they were looking for the bodies. The principal observation between me and Mr. Entwistle was that they were not hurrying enough about the getting out of the bodies. I remember one observation about the mortar. Mr. Entwistle said that it was very good. I recollect no further observations.

To Mr. REA — I have been a long time a builder in Belfast—upwards of twenty years. The first time I heard of Magee was at the time when I commenced to build the Queen's College in Belfast. Mr. Fulton recommended him to me at the time as a foreman bricklayer. I did not employ him.

Mr. REA — And the Queen's College is standing still?

Witness — Yes. I don't know any reason why I did not employ him. I was not aware that he had been a stone mason, or that he was not brought up a bricklayer; but, if a man works a

sufficient time at a trade, and has head and hands, though he does not serve a time, he can become a sufficient workman.

To the CORONER — I don't think that it is impossible for a stone mason, after 15 or 16 years, to become a bricklayer. I do not care whether a man had been a stone mason or not, if he was a good workman. Mr. David Fulton recommended this man to me. He does work by contract. I cannot say that I have heard, among the trade in Belfast, that Magee is a builder.

To Mr. COLLINS — A man might be qualified, as a bricklayer, after fifteen years' experience.

To Mr. TRACY — When a man has completed a work honestly and fairly, which he undertook, I would consider him a builder.

William Coates, examined by Mr. REA — I am a magistrate for the counties of Down and Antrim. I am not an architect, but I frequently execute iron-works for fire-proof mills. I think McCracken a very good builder — a good and experienced tradesman. I know something of the most of the fire-proof mills in Belfast. I saw the ruins of this mill. Any mills that I have seen built were built differently from this. I looked at the part that was standing of the mill, and it appeared to me that the mortar had no bond. I think the mill must have been imperfectly built, otherwise it would not have fallen. I know some builders in Belfast. I never heard of Magee till this accident occurred. When I am asked to supply a plan for a building of this kind, I generally recommend that an architect should be employed to inspect the work as it proceeds; because the plans and elevation of the building — more particularly that part connected with the machinery, is the part that we supply — the roofing and windows we don't interfere with.

I think it is necessary to have an architect, because it gives us less trouble in the execution of our work. I think it is an advantage to the contractor, to the builder, and I think now there is another advantage — that human life might be saved. I should think it would be better if an architect could be constantly present at the building of a mill. I don't think it absolutely necessary that an architect should be always present, or that he should have a deputy, as when the architect finds a part of the work well done, he takes it for granted that the remaining portion would be well done also. I saw the girders, the average weight of the long ones might be 30 cwt., and the short ones 25 cwt.

To Mr. GARRETT — It is a usual practice for me to furnish plans of fire-proof mills; but this does not supersede the necessity of the architect supplying a working plan. Sometimes the parties will not go to the expense of an architect. I built two mills myself, without the intervention of an architect at all.

To Mr. REA — I think a contractor will do his work better if he has an architect over him. I entrusted McCracken to build my mills: he was contractor.

To Mr. GARRETT — I never knew an accident of the kind to occur before; and I hope nothing of the kind will ever occur again. I find that parties to whom I have furnished plans are more willing to comply with my suggestions, now that this unfortunate accident has occurred, than before. I did not think it necessary to employ an architect when I was building my mills.

Richard Harden, examined by Mr. REA — I live at Beers'-Bridge House. I am flax-spinning manager for the Owen O'Cork Mill Company. Robert Boyd, James Steen, William Steen,

and James Macnamara are the partners in the firm. The Messrs. Steen live, I believe, in the neighbourhood of Belfast. Mr. Robert Boyd lives near the premises. The other three members of the firm very seldom visited the premises. I think the Messrs. Steen took a part in the business of the concern. Mr. Boyd seemed to be the acting or leading partner. I have seen the contract handed to me before. It is all in my handwriting, except the signatures. It was written on the premises. It must have been before the work was commenced that this document was drawn up. I wrote it by Mr. Boyd's instructions. I cannot tell why Mr. Boyd did not sign it.

I was present, and so was Mr. Boyd, when Magee signed it. No conversation occurred at that time that I recollect. I paid Magee as much as he required, and what he asked for. I cannot form an opinion as to whether it was just so much as would pay the men. I think there was £16 paid to him one Saturday. I don't know what Magee did with the money after he got it from me. I never heard any conversation among the men, as to the mill shaking before it fell. I was there after it fell. I was consulted with reference to the making of the sewer. The object in making the sewer was, to prevent the surface-water getting up through the floor. It was not because the foundation was wet that I took it upon me to agree with this person that the sewer should be made. I have no recollection of having told Mr. Boyd about the making of this sewer. The sand used at the mill was taken from a field opposite the premises. The sewer was in course of construction three days before the accident occurred, and I saw Mr. Boyd there often in the meantime.

To Mr. COLLINS — I observed no crack or shake in the wall. I do not know in what proportions the sand was used.

To a JUROR — The sewer was to be a fourteen-inch sewer.

To Mr. REA — I do not know the proportion of old materials used. I could not prove the amount of new materials without reference to the account in the office. With regard to the broken brick, Mr. Boyd once ordered that they should not be put into the arch. I heard it was sworn that they had been put in afterwards, without Mr Boyd's remonstrating.

To a JUROR — Orders were given to John McEntee not to supply more new bricks till the bricks were cleaned off that were on the premises.

To the CORONER — They were building the staircase at the time. The staircase is standing.

To Mr. REA — I cannot tell how long the supply of new bricks was stopped. Magee never got a duplicate of the contract signed by Mr. Boyd, to my knowledge.

To a JUROR — I never bore any message from Mr. Magee to Mr. Boyd, about the works.

To Mr. REA — Mr. Boyd was anxious to get up the mill as soon as possible — he wished it to be finished according to the time mentioned in the contract. It appeared to him that if McEntee said he never had given orders to stop the supply of bricks, he would have stated what was false.

To Mr. WALLACE — I don't know that the old foundations were opened to the bottom.

To Mr. REA — I never dreamt the mill would fall. I never heard that any one had dreamt it.

John Fraser, Esq., County Surveyor for Down, examined by Mr. REA — I have been County Surveyor for Down upwards of seventeen years, and civil engineer for twenty-four years. I inspected the ruins of this mill. I met Mr. Paul McHenry there. I did not make my survey with him. I saw a map which he has drawn, and think it correct. I have seen several plans drawn by him. He drew the original plan for the Queen's bridge at Belfast. It was approved of by the Board of Works, and the bridge was built after it. I consider him a first-rate man, as respects skill and capacity. He is quite competent to make such a plan as that produced. I have a plan of Ballymacarrett made by me, for Lord Templemore, in 1849.

A part of one of the walls of the fallen mill appears not to have occupied the site of the wall of the old mill occupied by Mr. Munce [Radcliff Munce], as shewn there. I have examined a good deal of rubble work in the County of Down. I saw that forming the basis of the columns of this mill, I did not consider it good, either as respected work or materials. Many of the stones were round boulder or cobble stones, not quarried. Some of the beds had not been properly rounded off. It was a very inferior sort of rubble work. The stones were not in large blocks, and there was not a bond such as there should have been. I only went down about four feet. I could have formed such basements of large blocks, closely jointed skin to skin. The flags on which the plates rested were not square all round, and one had a "spall" off — perhaps it had been put down so. The mortar appeared not properly made. There was too much mortar, and the stones were not properly put together, so as to form a compact body of masonry.

The foundation next to the public road appears to be old — the opposite one only partly old. An old foundation is better than new. It is better to have a foundation either old or new, so that the building, if it should happen to sink anything, may sink equally. The work of the walls appeared to be rather slovenly. It was a bad business, and I quite agree with that experienced builder, Mr. Francis Ritchie, that the old materials should each have been used by themselves. I have not had much experience in brickwork. I put a special clause in all contracts that the contractors are to take all precautions to protect public life. There was a clerk of the works at the Queen's Bridge — Mr. Dallas, from Dublin.

In county works, we always employ a foreman, and I always employ him from a different part of the country, that there may be no collusion. I would not consider a work complete unless a superintendent had been employed. My opinion would be that, in erecting such a building as this mill, a superintendent would be necessary. I don't think the work was properly done, for the reasons I have stated. A proper superintendent would have sunk proper foundations for the superstructure. If a competent superintendent had been employed, the lives of the sixteen men would not have been lost. The foundations of the side walls have been unequal; on one side they were old brickwork for the entire length. The other side, so far as I am aware, is not so for the entire length.

I saw the sewer. It may have been proper to open, but it should have been made before the foundations were formed. I could not take it upon me to say that the opening of the sewer was the cause of the fall. The angle of the bases of the columns comes to the centre of the sewer, and that centre is not more than from three feet six inches to four feet from the centre of the basement. The sewer was most injudiciously placed. I think the inequality of the foundation was one cause of the fall. I think Mr McHenry as good a judge of brickwork as Mr. Lanyon.



To Mr. GARRETT — I surveyed the premises in 1849, and there was no wall at all at one place where there is a foundation now. In my experience I have not seen a building on a foundation partly new and partly old.

To Mr. COLLINS — I thought the foundations very insufficient, from being partly old und partly new, and unequal.

Mr. REA then begged an adjournment of the inquiry. Mr. Jackson was a most important witness in this case, and he happened to be, at present, in Liverpool. He expressed his appreciation of the admirable manner in which the Coroner had hitherto conducted the inquest, and he now respectfully requested his worship to adjourn it till next Monday, as such a course would tend to further the ends of justice, by enabling him to produce an important witness, in the person of Mr. Jackson.

Some of the Jury having expressed their dissatisfaction at the proposed adjournment, The CORONER said, he was most anxious to bring the inquiry to a conclusion; but, at the same time, he had a great public duty to discharge; and, if the Jury wished, he would swear Mr. Rea, as to the necessity of Mr. Jackson's evidence.

Mr. GARRETT begged to suggest to his worship, that it was a question whether they ought to be put to this inconvenience, if Mr. Rea was prepared to swear, from day to day, that a material witness was wanted.

Mr. REA, being a young and inexperienced lawyer, had not had so much practice in swearing as Mr. Garret. (Laughter.) But he would scornfully fling back the assertion in the teeth of any man who would insinuate that he would say, or swear, anything that he did not completely and implicitly believe to be the truth. He was now prepared to make affidavit, that Mr. Jackson was a most important witness in this case. He was anxious to shorten the proceedings as much as possible; but he would see justice done to the poor widows and orphans for whom he had the honour to be employed; and it would be much better that this inquiry should be adjourned for a week, than that it should be hastily concluded now, and a new inquiry entered into again, which would, most undoubtedly, be the result of such a course.

Mr. WALLACE said, it was plain that the whole gist of the inquiry turned on the evidence of Mr. Jackson, and there could therefore, be no reason for not adjourning the inquiry, on his account.

After some further conversation, the court decided, it being now past 6 o'clock, to adjourn the inquest to Thursday, the 6th of February.

## **ADJOURNED INQUEST ON THE BODIES OF THE MEN KILLED BY THE FALLING OF THE BEERS'-BRIDGE MILL.**

This inquest was resumed yesterday, about ten o'clock, before Bernard Ward, Esq., J.P., coroner, at Hammond's Public-house. The following magistrates were present during the proceedings:- John Harrison, Esq., Captain Saunders, James Macnamara, Esq., David Lindsay, Esq., Wm. Coates, Esq., and W. S. Tracy, Esq., R.M.

The jury having answered to their names, and some preliminary matters having been disposed of, Mr. Garrett, solicitor, tendered himself for examination, but his evidence did not affect the case in any respect.

Mr. John Frazer, county surveyor for Down, then offered himself for examination, with the view of explaining the reason why he was not able to add anything to his former testimony in regard to the foundations of the walls of the mill. He stated that he had since gone to the premises for the purpose of making the necessary examination, but was refused admittance. He had gone there because Mr. Garrett had attempted to throw some doubt upon his evidence on the last day. His opinion was that the fall of the mill occurred in consequence of the foundation of the columns being badly built — from bad materials being employed, and bad workmanship. He considered there was great negligence displayed, both in the construction of the work and in the supplying of the materials.

Mr. Thomas Jackson, architect, was then examined. He proved that he had been employed by Mr. Boyd to draw the plans and specifications, and superintend the erection of the other mill, but that he had nothing to do with the mill that fell. He knew Magee, the contractor for that mill, but he never, as had been alleged, examined him in his office as to his competency to undertake the erection of this mill. He mentioned that Mr. Boyd had, at one time, told him that Magee had been strongly recommended to him, and witness observed that he considered Magee a very good foreman bricklayer. He thought, in such a building, one-half of old brick might be used, if used judiciously.

Alexander Ferguson was next examined. He said he was a stone-cutter, and was working at the mill at the time it fell. That morning there were men at work at the sewer, and one of them was punching with a crow-bar at a stone near the building. There seemed to be a great weight on the stone he was punching at. It did not cover the bottom of the drain, but lay towards the side of the column. He did not think there was any danger at the time. The stone at which the man was punching was about two feet from the column. The loosening of the stone might have weakened the column.

Absalom Maguire was then called and examined, but his testimony was not of the slightest importance.

Mr. Paul McHenry, civil engineer, was then sworn. He had been employed to survey the ruins of the fallen mill, and had made a plan of the premises. (The plan was here produced.) The original plan, in the possession of Mr. Boyd, did not agree with his plan, for it did not represent the work as it was executed. A third floor, and a third set of girders had been added

to the plan of the proprietors. The extra weight on the walls, in addition to that contemplated by Mr. Rowan, was, he believed, 60 tons. There was an inequality in the foundation of the building – one part being hard and indurated, and the other part soft. The foundations of the columns seemed to be of a very loose description of rubble masonry. The whole of the rubble work was built of small stones that would not overlap each other, and could not take bond. The stones referred to by Mr. Fraser, and called “boulders,” were not sufficient to make a foundation, and the mortar, on examination, appeared to him to be as fresh as the day it was used. He did not think any workman could make a good building with the materials used in the construction of this mill.

There seemed to be a considerable difference in the size of the bricks, and they appeared to have been used promiscuously, which should not have been done. If he had been designing the walls to carry the weight intended to be placed upon them, he would have made the first storey three bricks thick, instead of two; the next two and a-half; and the next two. From the softness of the foundation, and the immense weight upon the columns, it might have been expected that the mill would come down, and it was impossible to say the moment it would do so. A blow from a pickaxe or crowbar, on a stone in the immediate neighbourhood of the columns, would produce a considerable vibration in cast-iron columns, and the works attached to them. He thought there was a great want of skill in the laying of the foundation, great want of caution in the making of the drain, and a great deal of carelessness in the classification of the bricks. In erecting a mill of this kind, he considered it absolutely necessary to have an architect or clerk of works, or a competent builder, to superintend the works while they were going on.

At six o'clock, the court adjourned till ten, this morning.

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*Belfast News-Letter* - Monday 10 February 1851, page 1

## **ADJOURNED INQUEST ON THE BODIES OF THE MEN KILLED BY THE FALLING OF THE BEER'S-BRIDGE MILL.**

This investigation was resumed on Friday, at a few minutes past ten.

The Jury having taken their seats, some conversation took place previous to calling up the witnesses, and, in the course of the remarks made, Mr. Rea said, Mr. Boyd had sworn he had watched the progress of the erection of the mill himself, as superintendent.

Mr. Boyd said Mr. Rea had attributed to him statements which he had not made.

Mr. REA — No client has a right to interfere when he has a professional man engaged to defend him. He (Mr. Rea) did not mean to impute falsehood to Mr. Boyd, but he certainly would say, that Mr. Boyd had sworn he superintended the erection.

The CORONER thought Mr. Boyd had not so sworn.

Mr. GARRETT maintained that Mr. Rea's imputation was undeserved.

Mr. REA said, if Mr. Garrett stated that Mr Boyd had not used the words imputed to him, then Mr. Boyd, he maintained, had sworn what was false.

Mr. BOYD — If this were said in another place, I should know how to reply to it.

Mr. REA — You know where to find me at any time.

The CORONER referred to his notes of Mr. Boyd's evidence, and read from them the words, 'I superintended the work.'

Mr. William Rowan, iron founder, of 183, York-street, Belfast, was the first witness produced. His evidence was to the effect that he had supplied the plan of the mill, and that the height contemplated was thirty-six feet. Subsequently an addition of two feet nine inches was decided to be added to that height, and he was made aware of it by Mr. Harden. He believed the building fell from the walls giving way. Did not see the building while in course of construction more than once, when it had reached the second storey. Would have employed Magee without an overseer, and a mill was built for Mr. McKey from a plan of his (witness's) without an overseer. Magee had been recommended by him and by Mr. Fulton.

The total height of the three columns was thirty-nine feet six-and-a-half inches. Witness was decidedly of opinion that the wall of the thickness stated in the original plan was quite sufficient to sustain the weight of the additional height. It was contemplated to place heavy machinery on the first floor of the building, preparing machinery on the second floor, and the third was to be used as an assorting room. The columns on the upper floors were eleven feet eight inches, and the others were only 11 feet in height.

Mr. WALLACE cross-examined the witness at length, and elicited that a mill, built by witness for himself, of four storeys high, was two feet four inches thick in the wall of the lower storey. Witness was of opinion, that the walls gave way from the effect of frost succeeded by rain, which had greater effect, because the promiscuous use of old and new brick required a large quantity of mortar to be used.

Mr. Montgomery (a juror) remarked, that three-quarters of an inch's depth of rain fell during the month in which the occurrence took place.

Mr. REA also cross-examined, and elicited that witness was not paid for furnishing the plans, and did not understand that he was to do the architect's duty, by superintending the work. Did not copy the plan from another, but took the outline from the old mill. Schoolboys of 16 or 17 years in the Institution might draw out a plan as good as that, but he feared they would not understand the bearings and proportions. The chief and principal cause of the falling of the mill was the frost succeeded by rain.

Mr. REA — Was there not gross neglect on the part of the builders, in carrying on the building of that mill during wet weather?

Mr. GARRETT — I object to that question.

Mr. REA — This manner of defending a prisoner almost on trial for his life is really most improper. — They must prove that gross neglect was not evinced; it is on them the *onus probandi* rests.

Mr. GARRETT — Mr. Boyd has stated that the works were stopped.

Mr. REA — I do not care what Mr. Boyd has said. I seldom heard of a man saying what would convict himself. And now, Mr. Rowan, I ask you if that work were proceeded with, was it not gross neglect on their part not to give time to the mortar to bond?

Mr. GARRETT objected again. The question, he said, was merely hypothetical.

A Juror appealed to the Coroner to prevent any cross-firing or personalities between the professional men. (Laughter.) In examining a witness there should be no interruption from the other side, but let the gentlemen take notes, and cross-examine afterwards.

CORONER — Oh, they have a right to object to an illegal question.

Mr. COATES — With great respect, Mr. Coroner, I think you ought to prevent these hypotheses, and stop the *badinage* flying between the professional gentlemen.

Mr. GARRETT — You do not allude to me.

Mr. COATES — One and all, I give you credit for it. (Laughter.)

Mr. REA — Mr. Coates has no right to control the professional men. He is here for amusement.

Mr. COATES — Indeed, I am not.

Mr. REA — Well, for instruction, then; but Mr. Coates has no right to instruct us. I admit the question is hypothetical; but I assert it is most important; and I also assert, that I have not asked one question of that nature for ten that have been asked at the other side.

Mr. COATES said he had no intention whatever of dictating to the professional gentlemen; his only object was the saving of time.

In the course of a conversation that ensued, Mr. Garrett said the Messrs. Boyd and Steen had not hurried the works.

The CORONER — The mill was to be erected in three months; it was finished in two months and ten days. Do you presume, then, to tell me that it was not too quickly put up?

Mr. GARRETT — I only mean to tell you that the works were stopped in bad weather.

Mr. TRACY, R.M. — I am here, Mr. Coroner, by the positive orders of the Government; and I now say, that the witness having been examined, at great length, by the learned gentleman at my right (Mr. Wallace), and being now taken up again, a great deal of time has been consumed in consequence; I also say, that two days ago, the jury might have come to a verdict.

Mr. REA — If Mr. Tracy remembers his statement a few days since, that I was an eminent lawyer, and that, when I thanked him for the compliment, he said it was no compliment at all, for he only expressed his conscientious conviction — if, then, Mr. Tracy has an opinion at all, he must believe that I have reasonable skill, and he should allow me to conduct my case as I think best, without any interruption.

Mr. TRACY — Mr. Coroner, is there to be no limit to this?

Mr. Rea was about to reply, but the Coroner interposed.

Mr. Montgomery (a Juror) asked the witness, did he agree with, or differ from, the opinion of Mr. McHenry, that the fall of the mill was caused by unequal pressure on the foundation, in consequence of a short beam and a long one?

Mr. Rowan did not see how it was possible to affect the foundation.

Mr. McHenry supposed an extreme case for the purpose of ascertaining accurately Mr. Rowan's opinion. If, he asked, the walls were built on a rock and the column rested on a moss bank, do you suppose there would be an unequal pressure?

Mr. Rowan — I am of [the] opinion that there would be an unequal pressure on the column, but no unequal pressure on the foundation, and that the building would be secure, provided the column was perpendicular. It might sink two or three inches without endangering the building.

Mr. REA — Let that be taken down as the scientific opinion of a scientific man. (Laughter.)

Mr. Montgomery — Suppose the foundation to be of any description, provided it be level, the columns to be set plumb, or perpendicular; suppose one beam or girder to be two feet longer than the other, would it cause an unequal pressure on the foundation at the column's base?

Mr. Rowan — I would say not. There would be, on the column, but not on the foundation.

Mr. Rowan, in reply to a question by a Juror, said he had made calculations of the breaking weight of the columns. The breaking weight of a column eight inches diameter, metal one inch thick and eleven feet high, supposing the weight to be applied at the extreme diameter of the column, or four inches from the centre, is 140 tons; if the weight were applied direct or central on the column, it would support six times that weight.

Henry Fulton, examined — I live in Ballymacarrett. I am in the employment of Mr. Rowan, and was so at the construction of this mill. I was employed in the putting up of some of the fixtures. When I went there first, the old mill was there, and the walls were up to the first storey. I went to put up fixtures, to support upright shafts. I had nothing to do with the girders, but to cut off a small portion of the skewback in two of them that projected through the wall. I had nothing to do with the placing of the pillars.

To the CORONER — I did not examine them after they were set up.

To Mr. WALLACE — I saw the tie-rods put in for two floors. A man, named Smiley, a blacksmith, put them in. There were no screws to the tie-rods, but there was a key in each side of the beam. I never examined to see whether they were keyed or not.

William Ross was next examined. Lived at the Falls-road, and was a builder. Had visited the fallen mill on several occasions, and made particular examination of the basement under the columns. The work in it was quite sufficient to carry the weight it had to sustain. The walls were broader, and had more stuff in them, than witness generally put in similar buildings. Believed that Mr. McHenry had made a mistake in his calculations.

To Mr. COLLINS — Had examined the larger stones in the work under the columns, and saw some from eighteen inches to two feet six inches in length. Had had many a time in his employment good bricklayers who had been formerly stone-masons.

To Mr. REA — Had not drawn a plan of the ruins — Considered Mr. McHenry a gentleman well calculated to give an opinion upon buildings, but thought he had made an error in his calculations as to the weight the walls were capable of supporting. Had not made any calculation himself, but made a rough guess. The pressure upon the side walls was much heavier than what it was upon the centre range of columns. Believed that the mill had been too hastily built, during the wet and frosty weather. Old bricks should not be used with new ones in a building; they should be used separately. The pressure upon the columns had not, he thought, been the cause of the falling of the building. He thought that, if the mill in question had been properly built, it would not have fallen, and that there must have been slight neglect in erecting it. Slight neglect in erecting one of the columns might be the cause of such a building falling. Considered himself as competent to judge of rubble-work as any man in town.

Mr. Stephen McCamphill, builder, was examined, as to the character of John Magee as a bricklayer. — He considered him a most excellent tradesman, and fit to act as contractor for the brick work of the fallen mill.

The evidence here closed.

Mr. WALLACE pledged himself that if the Coroner would adjourn the inquest till next day his address to the jury should be condensed as much as possible.

Mr. REA concurred with Mr. Wallace.

Mr. GARRETT observed it was equally indifferent to him whether they adjourned or went on with the inquest.

It was finally arranged that an adjournment should take place and that the court should open at ten o'clock next morning.

*Saturday Feb. 8.*

This protracted inquiry was resumed this morning, in Hammond's public-house, Ballymacarrett, before the Coroner and some of the magistrates, who have from time to time attended there for the purpose of aiding in the inquiry.

Shortly after ten o'clock, the names of the jury were called over, and the whole of them being in attendance, Mr. WALLACE addressed the court and jury on behalf of the next of kin. He said by the kind permission of the Coroner, it became his duty to say a few words to the jury. This inquisition had occupied a great deal of time, but, in his opinion, not unnecessarily; and he must say that no inquiry could have been conducted with more temper and judgment than this inquiry had been conducted by the gentleman who presided in that court. He thought it necessary to say that at the outset – and that was his opinion from the commencement – and during the entire proceedings. It was not his intention to trouble them with any lengthened remarks. In the ordinary course of proceeding, it would have been the duty of the party or parties implicated, to inform them as to the nature of the defence they had to make as to the charge which was made against them; and, therefore, not being aware what that defence might be, he did not intend to do more than point out the law as to the great crime with which the parties were charged.

Sixteen lives had been lost, twelve of whom had been only inspected by the jury; and, as he only intended to apply himself to the law of the case, he might say he felt the more inclined to do so, as he was to be followed by a gentleman who was quite competent to give a proper answer to anything that might be advanced on the other side. As to the nature of the duties of the jury, he need say very little. When any sudden death occurred, by accident or otherwise, the law provided that the vicinage should be called together, as being more likely to be acquainted with the circumstances relating thereto than other parties. The jury had seen the bodies and the place, and they sat there, not for the purpose of trying any party, not for the purpose of condemning any party – they sat there in the position of a Grand Jury; and he might now tell them, it was not necessary that they should all agree on a verdict. If twelve were agreed on a verdict, it was quite competent for them to call on the judge to come and receive it; and the only effect of that verdict would be, to send the case to another court to be investigated; and if, in their mind, there was sufficient evidence to send it there, it was their duty to do so.

There were two parties present who were liable to be affected by the issue of their verdict – the one was John Magee and the other his employer Mr. Boyd. In the first stage of these proceedings it did not occur to him (Mr. Wallace) that, with respect to any charge against the employer, it would require some evidence as to the superintendence of the work to implicate him; and had Mr. Rowan not been examined yesterday he had not intended to make any particular charge against Mr. Boyd. It appeared from Mr. Boyd's evidence that he with some other merchants in Belfast had determined to erect this mill, that Mr. Rowan made the plan, and that a competent bricklayer was employed to carry it out and that was considered to be enough. Mr. Rowan was a very skilful man and, no doubt, had considerable experience in the erection of such buildings; but, when he was examined, it turned out that, during the erection of the mill, he was only once there, and that by accident; that he was only there for eight to ten minutes; and that he went there for a different purpose altogether than examining how the work was going on. What they had to inquire was, whether or not the crime of homicide had been committed – in other words, whether a number of human beings had not lost their lives, and through what?

He referred to Blackstone [Blackstone, William *Commentaries on the Laws of England*, 1766] for the definition of 'homicide'. It was there divided into three heads – justifiable homicide, excusable homicide, and felonious homicide. As to the first and second divisions, he did not think the case before the Court came under either; but they would see whether it



came within the meaning of the third head or division – that was felonious homicide, or, as it was called – a milder term, he would say – manslaughter.

Manslaughter might be, and was of various kinds, and arose in various ways. After giving different instances in which manslaughter might be committed, he went on to say, that, if negligence was proved on the part of the proprietor, he was answerable for any consequences that might arise from that negligence.

In this case, had the greatest possible care at all been taken? They found Mr. Boyd engaged in mercantile pursuits, and in the West India business. He went to a gentleman and got a plan, and instead of having a proper person to superintend the works he went to a man named Magee, who never had a contract of the kind before, and what did he contract with him for? The building of the outer walls of this mill.

Now it appeared to him, from the evidence that came before the jury, that there was not a single individual to look after the erection of this mill except Mr. Boyd himself. There was heavy machinery and carpenter work to be placed in the mill, and yet the jury could not fail to have observed that not a single witness was examined, on the part of Mr. Boyd or Magee, to show that any circumspection was used to ensure the stability of the building. What did they find from the evidence of Mr. Rowan himself?

Why, that he himself had not employed Magee to superintend the erection of his mill, or any one of his character, but that he employed Mr. Fulton, a man of experience, and who was well known to them all. He recommended Magee, it was true, but it was as a bricklayer only; and even with all the admitted ability of the builder (Mr. Fulton), Mr. Rowan was constantly upon the spot himself. Mr. Wallace proceeded to say, that there was a law upon the subject which was well known – namely, that the master is responsible for the acts of his servant.

Mr. GARRETT — I have to ask Mr. Wallace for his authority on this point.

Mr. WALLACE said he did not mean to assert that the master was responsible for the criminal acts of his servant, but so far responsible that he was bound to make compensation for the injury committed by his servant's neglect. There was a case somewhat applicable to the present – that of *Bushe v. Chaine* —

Mr. GARRETT — Is that a civil or a criminal case?

Mr. WALLACE — It is a *nisi prius* case.

Mr. GARRETT — Oh, very well.

Mr. WALLACE — This is a case where the parties contracted with a surveyor for a stipulated sum. The surveyor employed a carpenter to do the whole business. The carpenter employed a bricklayer under him. and the bricklayer, in his turn, employed a fifth party for some lime. The lime had been put upon the road side, and it so happened that a lady and gentleman were driving by, in a gig, with a spirited horse, when the horse took fright at the sight of the lime, and the gentleman and the lady met with a serious injury. An action was brought against the owner of the house, and the question came to be argued before the judges, as to the liability of the principal employer; and it was held that he was liable. Now, here were no fewer than five parties concerned, and yet the surveyor did not do any part of the work.

Mr. Wallace then proceeded to comment on the absence, as he said, of all evidence on the other side. First, with respect to the material used; — he himself had called upon Mr. Boyd to give some account of the quantity of new brick used. It would have been quite competent to Mr. Boyd to do so. He had his account with the gentleman who furnished the brick; also, no doubt, the account kept by the man who received the brick. The building had been measured; and, if Mr. Boyd gave the quantity of new brick that actually came upon the ground, there might be some approximation made as to the real quantity used. But this was to be kept in mind by the jury — that three-fourths, or at least one-half, of the bricks used were old bricks.

It was the duty of the jury to consider, also, the character of the town near which this accident occurred — a town which was increasing daily, almost hourly, in wealth and manufacturing industry. They should, in investigating this question, keep in mind that it was their bounden duty to do everything in their power, consistently with their position, to promote that prosperity, and to sustain the high character which their town bore. One great means of so doing would be to provide for the proper erection of buildings of this character. Suppose that this mill had been completed — suppose even that it had been rendered sufficient to have borne the weight of the machinery intended to have been put in it — yet if, when it came to be loaded with the additional weight of 500 or 600 human beings, it had fallen with one crash, owing to the bad materials of which it was composed, or the insufficiency of the workmanship — and on this point there was the evidence of Mr. Lanyon, Mr. McHenry, and other competent witnesses — the consequences would have been most awful. They had only to thank Providence that the accident did occur at an early period.

He (Mr. Wallace) thought he might now safely leave the case in the hands of the Coroner, especially as it would be that gentleman's duty to read to the jury such portions of the evidence as it might occur to him bore more particularly upon the material points of the question. He (Mr. W.) was quite certain that in the discharge of their duty the gentlemen of the jury would act without regard or favour to any man, no matter what might be his station or rank in life. He (Mr. Wallace) would say that Magee was not the party most to be blamed in this transaction. Had proper materials been furnished to him, and had they been given to him in proper quantity, he was fully competent to put up the building. Why had not Magee been produced? Why had he not placed himself in the witness box? Why did not Mr. Boyd call upon him to show that everything that had been required of him had been done? He (Mr. Wallace) had seen, during the last few days, the professional gentlemen on the other side, acting together. He could well imagine what was the nature of their consultation — and that they thought it was better not to produce Magee.

Mr. COLLINS — I deny that.

Mr. WALLACE — One of them, at least, thought it was the better course to withhold Magee, no matter what the other might have thought; however, the fact was as he (Mr. W.) had stated — Magee had not been produced. Had he been brought forward, one of two things, at all events, would have been extracted from him; either he would have excused himself, or implicated Mr. Boyd. Probably as a poor man, and, inasmuch as the offence here committed was one which, though a grave one in the law, yet, occurring as it did, could not be stamped with the penalty of corporal punishment, Magee would be made to bear the brunt, and it might be fairly concluded that that was the arrangement come to. His friends, on the other side, would deny this, of course.

Mr. GARRETT — Pray, Mr. Wallace, do not make these personal allusions.

Mr. WALLACE — Why, let me again ask, did not Mr. Boyd produce Magee? Why was it that the whole brunt of producing evidence was thrown upon us, when most of the workmen were dispersed? If Mr. Boyd were able to defend himself, he would have rushed into the middle of the affair, and produced every man he could, but, above all, that unfortunate man who is to be made the scape-goat, provided there is not evidence enough to impeach Mr. Boyd. However, he (Mr. W.) had shown that there had been neglect in taking the proper precautions, which involved the employer equally with the person who had actually committed the offence.

He (Mr. W.) had been lately in Dublin, and had put into the hand of a legal gentleman there the Belfast newspapers, containing an account of this transaction. That gentleman had taken the trouble to look into some authorities, not to be found on that table, and had furnished him (Mr. W.) with a document, which he would read —

Mr. GARRETT — Who is this authority?

Mr. WALLACE — Excuse me. I will read the opinion.

Mr. GARRETT — Do so, for what it is worth. [*perhaps*: for what it is worth.]

Mr. WALLACE — Well, then, I will give it to you as my own. It is to the effect, that when, by any neglect or omission of any party, or the want of ordinary and reasonable precaution, the death of a person is concerned, the party who thus occasions the death is guilty of manslaughter; and the authority referred to is *The Queen v. Swindle*, Carrington's Reports [= *Carrington and Payne's Reports*, 1825-1841].

A second case, given also in Carrington's Reports, clearly defined manslaughter to be death occasioned from neglect, or even the omission of the proper precautions. Now, what precautions were taken in this case? Mr. Boyd first enters into a contract, drawn up by himself, in which there is no provision for no more than the brickwork. He employs a bricklayer, but there was no provision made for laying beams, placing pillars, &c., and, as to the material, he forces the poor man to work up the materials of an old mill. If Magee were put upon that table, he would prove that he remonstrated with Mr. Boyd on this subject; or, at least, he (Mr. W.) had a right to assume this to be the case, or why was not Magee produced?

One witness had proved that, on a certain occasion, the new bricks were actually stopped until the old ones were wrought [sic] in. Such was the evidence, and the Coroner would remind the jury of it. Surely this was a strange ingredient in the case, taken in connexion with the non-production of Magee. The gentlemen of the jury should not be deterred from putting Mr. Boyd on his trial for this offence, because, in that case, Mr. Boyd would sustain no damage. He would go before a court where the law would be better defined than it was there, and he would have the assistance of able counsel. If the jury were satisfied in their consciences that there was any reasonable ground for putting that gentleman on his trial at the assizes, for neglect of the proper precautions in the erection of his mill, it would be their duty to find a verdict accordingly. With respect to the death of the parties, or the injury sustained by their relatives, the jury had nothing to do with that — or whether recompense should be given or not. The law had provided a separate tribunal for that branch of the inquiry.

Formerly, with respect to disasters of this nature, the law maintained that there was no remedy for the relatives; but in 1846 the Legislature passed a statute to the effect that whenever the injury to a person was caused by a wrongful act, by neglect, or by default, the party injured was entitled to sue by action, and in case death ensued, then the nearest of kin had the same right as the injured party, had he lived. There was, at one time, a law in existence, which has been since repealed, that it was competent for a Coroner's jury to fix a fine, not upon the party who inflicted the injury, but upon the instrument whereby the injury was occasioned – such as a mill-wheel, or a steam-engine, or anything of that nature – generally the value of the article itself, so that it might be redeemed by the owner. But, in the present case, there was no such question as this for the jury to consider, neither did the law now stand so. The simple duty of the jury, therefore, was to come to this conclusion – whether, in the erection of this mill, the necessary and proper precautions were taken both by the builder and by the owner. If it was their opinion that the necessary and proper precautions had not been taken, it would be their duty to find a verdict of manslaughter against both.

Mr. GARRETT — It would save time, if Mr. Wallace were now to furnish any authorities whatever in support of his statement that the employer is accountable criminally for the act of his subordinate.

Mr. WALLACE — Mr. Garrett mistakes me. My charge is, that Mr. Boyd himself is the principal offender.

Mr. GARRETT then rose to speak in reply. He said he intended to be as brief as possible, and to speak only to the point. Mr. Wallace had commenced by paying a compliment to the Coroner — a compliment which he (Mr. Garrett) was glad to admit was most justly due to that gentleman; for the patience – the unexampled patience – which, throughout the whole of that arduous inquiry, he had exhibited, was such, that there could be but one opinion upon that subject. Mr. Wallace had then proceeded to say that the present inquiry was one which had reference to a crime, because, said he, twelve lives had been lost. Now, if the loss of twelve lives constituted a crime, then, certainly, a crime had been committed. Mr. Wallace quoted Blackstone, and from that high authority gave three definitions of homicide – viz., excusable homicide, justifiable homicide, and felonious homicide. The present, said Mr. Wallace, was clearly not excusable homicide; it was evidently not justifiable homicide; and, therefore, he concluded that it must be felonious homicide.

Mr. Wallace had admitted, and he (Mr. Garrett) was bound to thank him for the admission, that the case was not one of murder, but that it came under the milder, form of manslaughter; but Mr. Wallace did not call their attention to homicide by misadventure, which was, where a person, in doing a lawful act, without any intention of committing bodily harm, and using all proper precautions against danger, unfortunately happened to kill another person. There were many instances of this description of homicide, such as, when a man, in the course of his occupation, threw out stones, rubbish, &c., from a house, by which a person underneath happened to be killed.

Now, he (Mr. Garrett) contended that it was under this last, class of homicide that the present accident ought to be classed; and it did not follow that because twelve men's lives had been lost, there was therefore a crime committed. Mr. Wallace had alluded to the circumstance of Mr. Boyd not having produced Magee as a witness: but comment upon that argument he (Mr. Garrett) considered quite unnecessary. Mr. Wallace had quoted a law-book — and he (Mr. G.) admitted that the law was good — but it was a case of *nisi prius*, which had no reference

whatever to criminal proceedings — no reference whatever to any question arising out of a case of manslaughter. Neither was it of the least effect to say, that A employed B, and B, in his turn, employed C, and C employed D, and so on through five steps, and that A was found liable. Mr. Wallace might have gone through ten more steps in the series, if he liked. The man who was originally in fault was the responsible person; there was no doubt of that; but responsible in what way? In an action brought for damages. —

Mr. Wallace subsequently told them, that they had nothing whatever to do with any civil action which might be brought in this case; and why, then, did he quote cases from *nisi prius* proceedings? He (Mr. Garrett) would give the reason — because Mr. Wallace had no other case to quote; and he would further assert, that the gentleman who was to follow him (Mr. Rea) would also be unable to quote any case whatever; and he (Mr. G.) said it advisedly, that no case whatever, in which the party employed to be contractor or servant, is guilty of neglect of a criminal kind, can be made the ground of a criminal prosecution against the employer.

He (Mr. Garrett) had begun by saying he would be brief in his observations, but before he concluded, there was just one topic to which he would allude. Mr. Wallace had said, that he had no intention of accusing Mr. Boyd until he had heard the evidence of Mr. Rowan; nevertheless, all the evidence to which Mr. Wallace afterwards alluded was the evidence which had been given previously to Mr. Rowan's; neither did he particularise any portion of Mr. Rowan's evidence, as tending to create this unfavourable impression against Mr. Boyd.

All the other evidence alluded to was that of the workmen, when they were in a state of excitement, as every one had been immediately after the occurrence of such a frightful calamity. That was the evidence upon which, alone, Mr. Wallace had built, up to the present moment. It would be now only necessary, having disposed of those few points, to very briefly refer to one portion of the evidence that had been adduced, showing the position in which his (Mr. Garrett's) client stood. He had, during the past year, raised a flax mill some storeys higher than it had been before, and upon that work he had employed Magee, as foreman bricklayer, under the strong recommendations of Mr. Fulton and Mr. Rowan, both gentlemen of most excellent character and competent authority in such cases. That work was still standing, as a substantial memorial of the skill and attention with which it was erected — the qualities for which those gentlemen had recommended the builder; and the work was executed in a manner that was perfectly satisfactory to Mr. Jackson, the architect by whom it was superintended.

Mr. Garrett then proceeded to say that the contract was dated the 30th day of September, and that the work was to have been completed in three months; and he begged to observe that the course which his clients had followed in this case was one which was extensively followed, namely, that of entrusting to a contractor the working out of a plan drawn by a founder, and that without an architect or a superintending clerk of works. As to the appointment of an architect or clerk of works, the jury heard the evidence of Mr. Godwin. That gentleman told them that no such appointment could prevent the men from "scamping" the work.

The jury had also had the advantage of Mr. Coates's evidence, who told them he had erected two mills, and that he had neither appointed an architect nor a clerk of works to superintend their erection. This occurrence, and a very serious and melancholy occurrence it was, might, and he trusted would, be the means of causing greater precautions to be used in future, and a new system to be adopted in the erection of such buildings; but he begged the jury to observe that the recommending of the adoption of new precautions in future was one thing, and

bringing in a verdict of manslaughter was another thing. Every witness that had been examined had been asked had there not been negligence somewhere? – and they had said, of course, because the mill had fallen.

His clients were to supply the materials, and they had done so: had anything, he would ask, been shown with respect to these materials that should subject his clients to a criminal prosecution? The bricks had been the great subject of comment; but the universal impression was that the old bricks which had been so much talked of were better than the new. They were a little smaller it was true, and it was unquestionably true that they required caution in their use and management. There was no evidence from the beginning to the end, to show that there had been any complaint made, as to the materials, to his clients: it was true, that there had been some complaint, as to the stopping of the supply of brick, but the jury would recollect, on referring to the evidence of Mr. Harden — a most trustworthy witness — that the new bricks were only stopped till the old ones were cleaned.

The fact was, that it was against Magee's interest to use the old bricks, for he had to be at the expense of cleaning them. The supplies had been stopped, not for the purpose of compelling Mr. Magee to put old bricks in where new ones should be, but in order that the old ones should be cleaned, and the result was that men were employed to do so. He might have put them in the work without cleaning them, but he did not do so. He would ask the Jury whether, from the beginning to the end of this investigation, there was one tittle of evidence to show that Mr. Magee ever objected to the bricks? The contract set out that this work was to be done in a substantial and workmanlike manner, and to be subject to the approval of a competent judge; but the time did not arrive when such an examination could be made — the mill fell before the works were completed.

That closed his observations on the facts of the case. One object of the present inquiry was to ascertain the cause of the death of those parties who had come to a sudden and violent death; and the jury would allow him to tell them that they had no middle course to take — there was no half-way house — their verdict must be that their death arose from some felonious, unlawful, and wilful misconduct on the part of some individual, or they could not find any one guilty of manslaughter; and he would make it as clear as the sun at noonday, that no such charge could be substantiated against his clients; and he was sure Mr. Collins, who was to follow him, would make it equally clear that no such charge could be established against his client. The learned gentleman then read extracts from a law authority showing the different ways the crime of manslaughter might be committed — for instance in the case where a man met with his death in resisting the officers of justice; in the case where the killing took place by some wanton or unlawful act; in the case where the killing took place in consequence of some lawful act being negligently performed.

The CORONER — I think you had better confine yourself to the last case.

Mr. GARRETT said he intended to do so. He then proceeded to cite a number of cases reported in the law books on the subject, and alluded particularly to one in which a chemist's apprentice, in administering medicine, killed the party to whom he gave it, and in that instance the apprentice was found guilty of manslaughter; but no one ever heard of the master being charged with the crime of manslaughter in consequence of the act of his apprentice. He mentioned the case of a driver of a carriage killing a party, and shewed that in all cases that it was the driver, not the employer, that was tried for manslaughter. After citing a number of other authorities bearing upon the case, Mr. Garrett then proceeded to say that Mr. Rea, who

he believed was a very good lawyer, had told them that the contract entered into between Mr. Boyd and Magee was no contract at all: now, if he proved that — if that be the case, then he (Mr. Garrett) contended that that removed his client out of the matter altogether. If Magee was not a contractor, he was a foreman bricklayer, and nobody had attempted to say that he was not fit for that.

They had had engineers and architects examined — they had before them Mr. Godwin and Mr. Lanyon — men of talents, experience, and high standing, and of whom the town might well be proud — and they had made a careful examination of the premises, and had given a report of the conclusions to which they had come. They had heard the report of these gentlemen and on reference to it they would find that Mr. Godwin and Mr. Lanyon attributed the falling of the building mainly to the greenness of the work, to the mortar not having taken proper bond, proper time not having elapsed to allow the brick to do so, and above all to the inclemency of the weather. It appeared by the rain gauges that more rain had fallen on the night, previous to the falling of the mill than on any day for a considerable period, and that rain had been preceded by a severe frost.

The evidence of those gentlemen did not satisfy his professional friends on the other side, and accordingly another engineer was sought for. They had first the County Surveyor for Down, and he gave Mr. McHenry a very high character — that he thought was scarcely necessary, for he was of opinion that Mr. McHenry could stand upon his own professional character. The County Surveyor for Down had not examined the premises sufficiently as to the foundations as appeared from his evidence on his first examination, and then he came forward on a subsequent day as a volunteer to explain a part of his original testimony, and to illumine the jury with reference to certain matters. He told the jury he had gone to the premises with workmen and crowbars to examine the foundations and that he was stopped.

The CORONER said he had no authority from him to go there, and he was very properly stopped.

Mr. GARRETT — He admitted, however, that he had, on a previous occasion, seen Mr. Steen at the premises, and that that gentleman had given him every opportunity to examine the fallen building, but that he did not do so at the time. Mr. McHenry had produced plans taken after the casualty had occurred, but he did not account for the falling of the mill from the inclemency of the weather or the deficiency of the materials, but from the deficiency of the rubble work under the columns and the drain. These plans were prepared with great care, and reflected great credit upon Mr. McHenry; but the evidence of Absalom Maguire completely upset his evidence, for he had told them that immediately after the occurrence took place he was at the hoister [or hoiser?] on the second floor, and, when there, heard a loud crash, and on trying to reach the window to escape, he saw the mill falling at the furthest end from the staircase.

He saw no more, for he was immediately buried in the ruins. But it was not within the scope of the duties of the jury to inquire as to the particular cause of the fall of this mill; and they could not bring a verdict against his clients, except their acts were *immediately* the cause of the death of these parties. There had been a series of insinuations thrown out against his clients of beggarly parsimony and meanness. Would he waste their time by replying to such calumnies as these? They had heard the evidence of Mr. Rowan, who told them that he was desired to spare no expense — to put the best materials in — let the expense be what it might.

Mr. REA — But that was in reference to the iron work.

Mr. GARRETT would not rest his defence in that respect on the character of the gentlemen he had the honour to represent, and he would treat such insinuations with all the scorn and contempt they merited. He thought it right to state that his clients should leave that court free of every offence, and, in his opinion, after a careful consideration of the case, the only offence that had been committed was in employing Magee, who had shewn such competency in the erection of the old mill now standing, sending in a contract for the erection of the other, and whether his client should have employed him as a contractor. It was not every man that he would appoint as contractor, or as foreman bricklayer. His clients were satisfied that Magee had competent skill, and he had the recommendation of Mr. Rowan and of Mr. Jackson, and the question was, whether they should take him as a contractor, and who was to judge — was it an architect? Well, Mr. Jackson had been examined, and he had said that Magee had done his work well; that it was a model of masonry; but it was for the jury to judge whether or not they should have engaged him as a contractor. —

Mr. Boyd did repose confidence in Magee and he did appoint him contractor and gave him command over the materials — and this was the crime of his client, that they reposed confidence in a man that had served them faithfully and honestly! Did the jury, for a moment think that if his clients had not reposed the most perfect confidence in the abilities of Magee that they would have placed him in such a situation. A large sum of money had been lost to them by the accident, and look at the valuable time that was lost at the same time. Would anything short of madness have induced his clients to employ a man in whom they had not the most implicit confidence?

One word on a point that had very narrowly escaped his attention; it was given in evidence, that, whenever there was frost, the work was stopped, but it had not been given in evidence, though alleged on the other side, that Mr. Boyd, or any member of the firm, ever hurried on the work. The contract was that the work should be completed within three months. The work was not completed when the mill fell, nor would it have been completed for a fortnight more; and it had been established by evidence that, when it was necessary that the work should be stopped — for instance, during frost — it was stopped.

Mr. REA — By whose evidence?

Mr. GARRETT — By Mr. Boyd's; and it had not been contradicted.

Mr. REA — I know; but by whom else?

Mr. GARRETT thought the uncontradicted evidence of any gentleman such as Mr. Boyd was quite sufficient.

Mr. REA — I deny that.

Mr. GARRETT — I state most distinctly, upon my honour, as a gentleman, and without any mental reservation, that I believe there never was, on the part of my clients, from the time the contract was entered into on the 30th of September, the slightest hurrying of the work. It was stopped for days and days on account of the frost. He had been remarking what was the real offence of his clients, and that was that they had put confidence in a fellow-man; and that no danger was apprehended in the erection of the works, was shown by the fact that Mr. Boyd



was in the habit of going on the scaffolding every day in life. Magee and the men were constantly there, and was it to be supposed they would have gone if they had apprehended any danger to their lives. If ever a case of death was caused by misadventure, this was one.

If there was not that confidence to which he had referred between man and his fellow-man, what would be the consequence? Business would stagnate everywhere: what mines would be wrought, what railways constructed, what flax-mills erected, if man had not confidence in his fellow-man? He (Mr. Garrett) had every confidence in the gentlemen who composed the Jury, and he had no doubt but that they would dismiss, this case at once. — He might tell them that there was a civil remedy in this case; and if, in another court, they could produce any evidence to shew that his clients were culpable, he would be prepared to meet them there, but not here.

Mr. Wallace had an object in fishing up evidence here, under a coroner's Summons [orig: Cummons]; but he thought if Mr. Wallace weighed well the evidence that had been produced, he would find that his civil case would be as speedily dismissed, as his criminal charge would be here. He would only, in conclusion, observe that it was a pity, as far as the unfortunate sufferers by this accident were concerned, that the inquiry had been protracted as it had been. A subscription had been commenced, and Mr. Rea had told them he was among the first to put down his name as a subscriber.

Mr. REA — I did; but I would not do it now; though I will pay the amount that I put opposite to my name.

Mr. GARRETT conceived it was a credit to Mr. Rea to have his name there; but how many were there who would not subscribe in consequence of the protracted state of this inquiry, and the persecution to which his clients had been subjected. Who, he would ask, would subscribe, when they knew that they were only subscribing to promote a speculative litigation? He thanked the Coroner and the jury for the attentive hearing which they had given him, and observed that though one of his opponents frequently indulged in the *suaviter in modo* [gentle in manner], he did not forget the '*fortiter in re*' [resolute in action]. (Laughter.)

Mr. COLLINS, who appeared for Mr. Magee, said that it now became his duty to make a few observations. After paying a marked compliment to the coroner for the impartial manner in which he had conducted the inquiry, and to the jury for the patience with which they heard the evidence, he said there was one matter which had been referred to, which might seem personal, as regarded himself, but which he considered equally so as regarded his client. It was an observation that was made by Mr. Wallace; he said that Mr. Garrett, Mr. Boyd, and I were acting in concert, and that we would deny it, he had no doubt. He (Mr. Collins) regretted that his aged friend would come forward and make such a statement. He distinctly stated that he had not been acting in concert with Mr. Garrett or with Mr. Boyd, and he considered his client was as free from the imputation as he (Mr. Collins) conscientiously considered he was. The fact was he had more conversation on the subject with Mr. Rea than with Mr. Garrett, and with Mr. Boyd he had none at all.

There was another point in the speech of Mr. Wallace to which he would refer: Mr. Wallace had taunted him for not producing Magee; and he had challenged him (Mr. Collins) to produce him. Now he would ask was Magee a free and unshackled man when the challenge was given? No; he had been arrested as a criminal and had to give £1,000 bail for his appearance; and then, indeed, Mr. Wallace challenged him (Mr. Collins) to produce him. His

client's innocence would not rest on his own testimony, but on the evidence that had been hunted up by the other side against him. He said the first was an unfair, incorrect allegation, and the other was unfair also, inasmuch as its object was to injure Magee in the estimation of the jury.

In the case before them they were called upon to decide whether there was such wilful negligence on the part of his client in the erection of this building, as would produce the death of these individuals. Now, the investigation had lasted for six days, and a mass of evidence had been produced, and he would ask the jury had they yet been able to discover the cause of this accident. They had themselves examined the ruins and they could not tell. They had had architects and engineers and workmen examined, and he would ask the jury had one of them agreed as to the cause of this unfortunate occurrence? They had heard the evidence of Mr. Godwin, with which Mr. Lanyon said he concurred generally, but he attributed the accident, to some extent, to the inequality of the bricks used in the construction of the building.

Now, if the inquiry had closed after they had heard the evidence of these gentlemen, would the jury have been prepared to find a verdict? Well, then, Mr. McHenry was produced, and it appeared that as far as circumstances enabled him, he had gone further into the examination of the premises, than the other gentlemen had done; and Mr. McHenry differed from them as to the cause of the accident, for he attributed it to the punching of some stones which had been used in the foundation of one of the columns. The fact was, opinion varied every day, as to the cause of the fatal occurrence.

Then to follow up the case as it appeared in evidence, there were two respectable contractors examined yesterday, and their evidence was that the foundation under the columns were admirably built; one of them, Mr. Ross, told them that they were better done than he had been in the habit of making them, and he had built many mills all of which were standing. No doubt Mr. McHenry was as faithworthy a witness as either Mr. Lanyon or Mr. Godwin, but he would challenge any man on that jury to say that he was not wrong as to the foundations: and if he was wrong, might not Mr. Godwin and Mr. Lanyon be wrong, whose information was derived from an examination of a mass of rubbish lying in a heap?

They would bear that in mind, for they would have to consider all the evidence that had been laid before them, and he again asked them could they come to the conclusion as to what was the cause of the falling of the mill? It had been stated to them that according to the contract the work was to have been completed in three months, whereas it was completed in two months and ten days. Now this was not the fact, as the work commenced on the 1st of October, and arithmetic would tell them it was three months and ten days after when it fell, and then it was not completed; and Mr. Boyd had told them that the work had been stopped during the frost. Some of the jury seemed to be under the impression that the work had been hurried on, because a portion of the roof had been put on some two months and ten days after the contract had been entered into; but after that a variety of things had to be done.

The jury had only to inquire whether his client undertook a work, and whether, having undertaken that work, he was not able to carry it out in a workmanlike manner. It was stated in the course of the inquiry, that there was scamping of the work, but had there been any proof to that effect given? He had examined Mr. McCracken, and he had told them that he had several contracts going on at the same time — and there was no law to the contrary — but had there been any witness produced to prove that Magee, either directly or indirectly, had insisted on the work being scamped or hurried? A number of the men who had been

employed had been examined, but the question had never been put to any of them as to whether or not there had been any “scamping”; or was there any evidence that his client had employed inferior workmen?

Quite the contrary: and, under these circumstances, he was persuaded that the jury would not bring in a verdict which would, to same extent, deprive his client of his character and of his liberty. Mr. Lanyon had told them that old bricks and new bricks had been wrought together; but could he tell whether they had been wrought up promiscuously? Let the ruins tell the tale; and if examined, they would merely tell that sixteen men, in the prime of life, had been consigned to a premature grave by the falling of this mill; but was there any evidence there, to enable the jury to convict his client — the time had gone by when men could be found to bring in a verdict on such evidence as that which they had heard.

Before the jury came to a verdict of guilty, they must come to a conclusion as to the cause of the mill falling. They had heard the evidence of Mr. McCamphill, who told them that Magee was an excellent bricklayer, that he had built a chimney which was a model to the town of Belfast, and was still standing as a model to other bricklayers. Mr. Wallace had told them that they were to assume Magee’s guilt, because he was not produced as a witness. He (Mr. Collins) was not so old a lawyer as Mr. Wallace, but in all his experience he had never heard such a proposition put forward.

The jury were to rely on the evidence which had been produced, and he would ask them what evidence had they against his client, to show that there was the slightest deficiency in the work? If even they imagined they had some slight evidence, and that a doubt rested on their minds he would tell them, under the direction of the coroner, that his client was entitled to the benefit of that doubt. Why it was only a few days ago that a portion of the Crystal Palace came down, and he supposed there were architects on the top of architects there, and suppose any life had been lost in consequence of that accident, did they think for a moment that a jury would have found a verdict of manslaughter against the architects?

He respectfully submitted that in point of law Magee was not accountable for the conduct of the operative bricklayers, except he knew they were pursuing a dangerous course and did not stop it. He perfectly concurred with Mr. Garrett in his statement of the law referring to the case, and he did not think it necessary to make any further observations to men so intelligent as those who composed the jury; but he trusted that the verdict that they would come to would be satisfactory to his client and satisfactory to their own consciences.

Mr. REA then spoke on behalf of the next of kin. He said if he occupied much of their time it would not be in replying to either of the two last speeches which they had heard, for they were beside the question. As regarded that of Mr. Garrett it was only necessary to say that he had proved the principle which he (Mr. Rea) wished to establish; and with reference to the eloquent address of Mr. Collins he would merely say that it was based upon a fallacy. Were it true, on the part, of Magee or Boyd, that any intention existed, then they would not only be convicted of manslaughter, but sentence of death would be recorded against them, and it was possible they might die the death of a felon. The law as regarded manslaughter was exceedingly simple, and they were called on to say whether the offence with which Mr. Boyd and Mr. Magee were charged was felonious homicide or excusable homicide.

The charge against them was not a charge of murder — he would be sorry if it were, but he believed a clearer case of manslaughter never came before a Coroner and a jury — the

punishment for which was transportation for life, or imprisonment for four years, or a fine to be distributed among the next of kin of the parties who had been killed. After showing that it was not necessary to prove gross or wilful negligence where a party was killed to constitute the crime of manslaughter, and instancing several cases among others that of a party leaving poison for rats, which, if it could be mistaken for food, and that a person ate it, the party so leaving it was guilty of manslaughter, he said he considered enough had been said about the law — indeed, in his opinion nothing was necessary to have been advanced in that respect, for the Coroner was, so well versed in it — indeed, as well as any person he ever saw occupying the important office he filled.

There never was a case analogous to this — not in Ireland, England, or Scotland — never did mill fall as this had fallen. He had the highest respect for Mr. Godwin and Mr. Lanyon, but he respectfully submitted that Mr. McHenry was the most competent witness. They had all heard his evidence, and he was sure it had so strongly impressed itself upon their minds, that it was unnecessary further to allude to it. But there was one case to which he had omitted to allude, and which, he thought, settled the question as to the guilt of these parties — that was the case of the *Queen v. Simpson*, in which Justice Bailey decided that a doctor who had attended another person professionally, and who had given him wrong medicine, thereby causing his death, was guilty of manslaughter, and the jury found that doctor guilty.

As regarded the evidence, he would say that Messrs. Ross and McCamphill were not witnesses for the Crown, nor for the next of kin, they had been brought up by the defendants; but even their evidence did not show that these sixteen persons did not lose their lives through the negligence of Messrs. Boyd and Magee — these sixteen persons, whose families were dependent on them for food, and might now become beggars, or prostitutes. The fact of the matter was, that the mill fell because it was constructed in the most avaricious and careless manner. No precaution had been used, and the consequence was that lives were sacrificed that might have proved an honour to their country. Mr. Boyd had said he had superintended the works as they proceeded, but he afterwards discovered that he had committed himself, and then he said he had used a word that he should not have used; but, nevertheless, the word “superintended” was in black and white against him.

If Mr. Boyd could by any ingenuity throw the blame on Magee to save himself he had no objection, or if he could throw it on Mr. Rowan, or upon Mr. Jackson who was employed at three per cent, at the former building, why then Mr. Boyd would be clear; but not having employed any architect as he had done at the former mill, and if for the sake of three per cent on the capital expended he said he would superintend the building himself — that he would shabbily and avariciously do so, and run the risk of killing so many persons, then he contended that, having become his own superintendent in the case, he was guilty, and the jury were bound to find him so.

There was evidence as would be remembered that Mr. Boyd had interfered with the men and had on one occasion told them not to attempt to put a certain kind of brick in the arch they were building; and there was also evidence that, the very next day Mr. McEntee, Mr. Boyd’s foreman labourer, stopped the supply of new bricks that was coming in — that, in consequence, the half bricks, which Mr. Boyd had previously objected to, were used in the arch — that Mr. Boyd saw them being used, and never made any further objection; and now, for him to come forward and throw the whole blame on the shoulders of the contractor, and to endeavour, if possible, to get out of his responsibility, as superintendent of the works, was anything at all but creditable.

Mr. Boyd had told them that Magee had been examined as to his competency, but he did not inform the jury that Mr. Jackson had only examined him as to his competency as a foreman bricklayer, when he was about being employed at the erection of the other mill. Did not the jury think that Magee had been sent to Mr. Jackson's office and had submitted to a careful examination as to his capability as a contractor — at least that was what they were likely to imagine from what the conscientious Robert Boyd had told them upon his oath; and there was one small fact which should not be lost sight of, that while engaged in the erection of the former mill Magee had only 19s. a-week.

He would ask them, was Mr. McCracken, whose evidence they had heard, a perjurer or not? He told them that Mr. Boyd had called upon him, and asked him to make a proposal for the erection of the second mill, and had stated that he was not satisfied with Magee; and what was McCracken's observation in reference to Magee? Why, that "he was not fit to clod guts to a bear." He thought the jury should depend on the evidence of Mr. McHenry, who had gone and examined the premises, and had made plans, as regards the accuracy of which Mr. Garrett and Mr. Collins had complimented him. For his (Mr. Rea's) part, he had no hesitation in saying that Mr. McHenry had given his evidence in a manner that he never had heard equalled by any of his profession. He had been recommended to him as an efficient man, and he (Mr. Rea) took that opportunity of thanking the party who had recommended Mr. McHenry to him, and of saying that, on any future occasion, when he wanted the services of a gentleman of his profession, he would employ him.

In urging the jury to find a verdict in this case, he did not want them to find a verdict that would transport Mr. Boyd, or subject him to a fine, he merely wished them to find such a verdict as would enable him to have the whole case tried before one of the Judges of this land. They could do him no injury whatever by taking such a course, if no criminal negligence could be proved on his part; and then he had not only the opportunity but the means of employing the most eminent counsel at the bar to conduct his defence; besides there was no chance of his being obliged to go to jail, for he could easily procure any amount of bail that might be necessary.

If there be presumptive guilt here, and he, as a lawyer, said there was, the jury were bound to send the matter for trial. If they believed the witnesses were not forsworn, they were bound to find a verdict against Mr. Boyd; and, if they did not, they must be consistent and manly, and find no verdict against his unhappy tool. If they, however, acquitted Mr. Boyd that day, he would not escape justice. If they found a verdict acquitting him, they would be establishing the fact, that if another mill fell, and 16 or 1,600 persons were killed, no matter with what want of caution the mill was erected, that the millowner should not be convicted.

If the jury believed the evidence, they must find Mr. Boyd guilty; and, if they did not, they were bound to acquit him; and, he would add, if they did believe the evidence, and did not bring in a verdict of guilty, then they (the jury) were forsworn men, and not the witnesses.

The CORONER then briefly addressed the jury, and having gone through the leading points in the evidence, left the case in their hands.

The room was then cleared for the purpose of allowing the jury to come to a verdict; after being locked up for about three hours they sent for the Coroner, and then the public was admitted.

The CORONER then announced that a majority of the jury had come to the following verdict:

— “We find that the parties came by their deaths in consequence of a newly-built mill, at Beer’s-bridge, having fallen on them, whilst they were working therein, on the morning of the 10th of January, 1851; and we are of opinion that the falling of the said mill was caused by its having been hastily and improperly built, both with regard to the material used and the manner of its erection; and we are of opinion that Robert Boyd and John Magee are wilfully and feloniously guilty of the improper construction or erection of the said mill.”

Mr. WALLACE said he had no observations to make, further than that it was now the duty of the Coroner to return these parties for trial to the proper court.

Mr. REA said he had no intention of making any application for the apprehension of Mr. Boyd or Mr. Magee. There was, he was sure, no danger of them leaving the country, and, besides, they would have no difficulty in procuring bail.

The CORONER said he would have no objection to take bail, but he had not the power to do so; an application must be made to the Court of Queen’s Bench. He added that it was not his intention to issue his warrant immediately.

The verdict of the jury having been engrossed upon parchment, the proceedings of this protracted inquiry terminated.

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That wasn’t the end of the story. The *Belfast News-Letter* had omitted the minority verdict of the jury as reported by the *Downpatrick Recorder* some days later. See page 79.

However, there was an immediate response from Robert Boyd’s legal team:

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*Belfast News-Letter* - Wednesday 12 February 1851, page 2

## **THE RECENT CALAMITY AT BEERS’ BRIDGE. — THE INQUEST**

The following notice, on the part of Mr. Boyd’s solicitors, has been forwarded to Mr. Ward, the Coroner:—

“Sir — Take notice that, as solicitors for and on behalf of Mr. Robert Boyd, we hereby apprise you, that a true copy of the finding made, on the 8th inst., at the inquisition held by you, as Coroner for the County of Down, to inquire into the cause of the death of James Greer and others, has been submitted by us to George Tombe, Esq., Q.C., who has advised that the finding of the Jury is altogether illegal and insufficient, and does not justify you, as Coroner, in issuing a warrant thereon. We, therefore, hereby caution you against issuing such warrant, and inform you that, in the event of your so doing, you will be held responsible for the same. And take further notice, that, if any warrant has been already issued, we hereby require you to have the same recalled and cancelled; and further to inform you, that, if any future

proceedings become necessary against you, in relation to the subject matter of this notice, such use shall be made hereof as may be advised.

“Dated this 11th day of February, 1851.

“H. J. & T. GARRETT, Solicitors,  
“10, Castle-lane, Belfast; and 8, Inns-quay, Dublin.

“To Bernard Ward, Esq., Coroner.”

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*Downpatrick Recorder* - Saturday 15 February 1851, page 4

### **THE CATASTROPHE AT BEER’S BRIDGE.**

The adjourned inquest was resumed on Friday. The following is the verdict of the jury: —

“We find that (here follow the names of the parties who were killed) came by their death in consequence of a new mill at Beers’ Bridge having fallen upon them, on the morning of the 10th of January, 1851; and that we are of opinion the falling of said mill was caused by its having been hastily and improperly built, both with regard to the materials used in it, and the mode of erection; and we are of opinion that Robert Boyd and John Magee are wilfully guilty of the erection of said mill.”

Mr. Rea then said he had to apply to his worship to issue his warrant for the apprehension of Mr. Boyd and Magee, and to state that neither his worship nor the magistrates of the county had power to take bail of them.

The Coroner said he would issue his warrant for the apprehension of the parties, and agreed with Mr. Rea that neither himself nor the magistrates had power to take bail.

Mr. Coates inquired, would it be necessary for the Coroner to issue his warrant that night?

The Coroner replied that the matter was entirely at his own discretion, and he might at that moment issue his warrant.

Mr. Wallace observed that he had told Mr. Boyd to go away, and he had done so.

Mr. Rea observed that Mr. Boyd and Magee must be arrested *pro forma*, in order to carry out the law, but Lord forbid that he should wish to put the parties to any unnecessary inconvenience.

Mr. Carson (a juror) said the jury were anxious to convenience the parties as much as possible.

The following is a modified verdict which the minority of the jury handed to the Coroner:—

“We find that (names of deceased) came by their death in consequence of a newly-built mill at Beers’ Bridge, having fallen on them whilst they were working therein, on the morning of

the 10th of January, 1851; and, although we consider the falling of the said mill an accidental circumstance, we cannot avoid recording our opinion that sufficient care was not taken in its erection, although we do not consider that that neglect amounts to criminality.—

Francis Ritchie, George Herman Strype, William Montgomery, John Fulton, Neil Boag, William Carroll, Andrew Cowan, James Dornan, John Patton, Robert Morrow.”

As might be expected, the solicitors for Mr. Boyd have entered a *caveat* against the finding of the majority. We annex a copy of their notice:—

“NOTICE

“In the matter of the inquiry as to the deaths occasioned by the falling of the mill at Beers’ Bridge, COUNTY OF DOWN TO WIT.

“Sir, — As solicitors for Robert Boyd, Esq., we hereby call your attention to the fact, that the finding the jury, contained in the inquisition executed this evening, so far as relates to our client, is illegal and absurd. Of this, a reperusal of the document must at once satisfy you, as we presume it cannot be contended that the ‘improper construction and erection of a mill’ is a criminal offence, or can be made so by prefixing the technical terms ‘wilfully and feloniously’.

“And further, as you have announced your intention to issue a warrant on the said inquisition, we hereby caution you at your peril not to do so, as such a course would be manifestly illegal, and render you subject to a criminal information in the Court of Queen’s Bench at the instance of our client.

“Dated this 8th day of February, 1851.

H. J. & T. GARRETT, Solicitors, Belfast.

“To Bernard Ward, Esq., Coroner.”

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Meanwhile, the reverberations from the Beer’s Bridge accident had spread far and wide.

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*Northern Whig* - Saturday 01 March 1851, page 1

## **RESPONSIBILITY OF ARCHITECTS, BUILDERS, AND OWNERS OF HOUSE PROPERTY**

— The responsibility of those who design without knowledge, and build without care, has been made obvious in Ireland, to those who needed practical illustration, by the verdict of the Coroner’s Jury, touching the death of sixteen individuals, unfortunately caused by the fall of a mill at Beers’-bridge, Belfast, on the 10th of January last. The Jury were “of opinion that the falling of the said mill was caused by its having been hastily and improperly built, both with regard to the material used, and the manner of its erection; and that Robert Boyd and John Magee (the owner and contractor) are wilfully and feloniously guilty of the improper construction and erection of the said mill.” We earnestly hope that some, in England as well as Ireland, may be led by these proceedings to reflect on the possible consequences of their own acts. We express no opinion as to the insufficiency or otherwise of the work done at the mill in question; the point to be condemned here is the non-employment of a properly qualified architect. On all sides of us, however, houses are being carried up in the most



insufficient manner — on a bad system, with bad materials and worse workmanship. The wonder is that they can be kept up; both theory and practice would say they must fall; and they do fall constantly, but little is said about it, except the accident be attended with loss of life, as in the case before us, and a Coroner's inquest bring the matter before the public. —  
*Builder.*

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*Belfast News-Letter* - Friday 07 March 1851, page 4

CORRESPONDENCE.

**THE LATE CATASTROPHE AT BEER'S BRIDGE.**

**TO THE EDITOR OF THE BELFAST NEWS-LETTER,**

Sir,—The following letter was inserted in the *Banner of Ulster* at its date; and as each of the local papers had published the verdict, and also the two notices against it that were served on the Coroner, I conceived that, in justice to all parties, it also would have been similarly favoured. Mistaken in that expectation, I rested satisfied that sufficient publicity had been obtained; but, this day, having been again spoken to on the matter by several respectable persons, who had neither seen nor heard of my disavowal, I am induced, even at this late period, to request your consideration; and am, Sir, your obedient servant, J. Russell,  
3rd March, 1851.

**“TO THE EDITOR OF THE BANNER OF ULSTER.**

“SIR — The excitement caused by the late melancholy occurrence at Beer's Bridge having now somewhat subsided, it is with very great reluctance that I thus obtrude myself on public notice; but, finding that my position, as foreman of the jury at the inquiry, has impressed many persons with the opinion that I prepared the verdict there produced, I think it due to myself thus to request your indulgence to disclaim all connexion with the wording of it. After the length of time occupied in the investigation, I considered it due to the public that the verdict, should be somewhat circumstantial, and, with this view, conceiving it my duty to declare it on the last day of receiving evidence, I stated briefly, in a prefatory form, the leading causes of the catastrophe, as they appeared from the depositions, without hinting either at condemnation or acquittal — that point was left for a majority to decide; after they had done so, a single sentence added would have settled it either way — (thus: ‘We find that — erected the aforesaid mill negligently, without due regard for the preservation of human life, and are therefore guilty of manslaughter’; or a contrary decision could have been stated in terms equally plain.) Nor did I, in the first instance, state my own opinion; but, finding that fourteen were for charging manslaughter against both parties, one for finding against the proprietor alone, and seven for deep censure, without legal criminality, I proposed, as the Coroner had not read over the evidence, but, at my request, had left me his notes, that we should read over a few of the principal depositions, to refresh our memories, This, was at once negatived. I next explained my reasons for thinking a special verdict was necessary, read over the explanatory preamble I had sketched, and invited any juror to alter it, if desirable. One person remarked that it would reflect on a particular individual. I stated my opinion of that, to which there was no reply. After some time I withdrew the paper, and

declined to write anything more. Some other parties then wrote forms, but these not being approved of, the Coroner was sent for, and, at the request of some, *he wrote the two forms which have appeared in the newspapers*. From some of his remarks, I considered the words ‘wilfully and feloniously’ were technical terms to characterise the verdict. I thought them queerly placed, but I could not presume to direct an experienced public officer in the construction of such a document; and, since that, I have observed at an inquest, held before a Coroner for Antrim, that a verdict of ‘FELONIOUS MANSLAUGHTER’ was found against some railway officials, on the charge of *negligence merely*.

“I have now to apologise for this intrusion on your time and space; but, finding that the verdict in question has been so much criticised, I feel called upon to show that I am in no way accountable for its phraseology. —

I am, Sir, your obedient servant,

“J. RUSSELL.

“Ballymacarrett, 20th February, 1851.”

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*Belfast News-Letter* - Wednesday 23 April 1851, page 3

## **ADJOURNED INQUEST ON THE BODY OF ONE OF THE SUFFERERS BY THE FALL OF BEERS’ BRIDGE MILL.**

The adjourned inquest on the body of James Watson, a bricklayer, who died in consequence of injuries received by him by the falling of the Beers’ Bridge Mill, was held in a room in the rear of the General Hospital, yesterday, before J. K. Jackson, Esq. The following are the names of the gentlemen empannelled on the jury: — Messrs. John Cumming, John Johnston, Bernard Hughes, Thomas Green, John Smith, Edward Hunter, John Mathews, Robert Caldwell, Daniel McHenry, James Quirey, Walter Nicholson, Bernard Fitzpatrick, William Johnston, John McLaughlin, John Walker, and Barclay.

Mr. REA appeared on behalf of the next of kin of the deceased, Mr. Garrett for Mr. Boyd, and Mr. Johnston for Mr. Magee.

Mr. REA would briefly state the facts of the case. He charged Mr. Boyd, and the bricklayer, John Magee, with manslaughter; according to the law, as applicable to the case, it was unnecessary for them to believe that they had a criminal intention in erecting the mill in the manner they had done. If they had had a criminal intention the jury would have to find these parties guilty of murder, at least they would be obliged to direct them to be sent for trial to the assizes on a charge of murder. They were all acquainted with the facts of this case, so that it would be unnecessary for him to dwell upon them. He then gave a definition of homicide as it has already appeared, and contended that the mill had been disgracefully and negligently built, that due precaution had not been taken in its erection to prevent the loss of human life.

If he proved this, it would be the duty of the jury, under the direction of the Coroner, to find a verdict of manslaughter against Mr. Robert Boyd and John Magee. There was not a man on the jury upon his oath or upon his honour could say that this building was erected with proper precaution or in a proper manner. Mr. Rea then read reports of several cases where fatal accidents had occurred by neglect on the part of masters of steam-boats and in other departments where machinery was employed, and showed that though no criminal intention had or could be shown, yet, nevertheless, the parties concerned had been convicted of manslaughter. He thought he had read enough to show that if this mill was so constructed, as he was instructed to say it had been, and had been superintended by Mr. Boyd and Mr. Magee, that if they did not prove by clear and distinct evidence that the accident did not arise from their negligence, the jury were bound to find a verdict of manslaughter against Mr. Boyd and Mr. Magee. He would only occupy the time of the court by examining three witnesses. The first would be Mr. Paul McHenry, one of the most competent men of his profession as a civil engineer.

Paul McHenry, civil engineer, was then examined at considerable length by Mr. REA, as to the construction of the foundations of the building and the cause of the accident in his opinion. He said he could not state any particular cause of the accident, but that the foundation of one of the columns was bad, that the mixing of thin and thick brick promiscuously, the requiring of a large quantity of mortar between the thin to make them even with the thick, and the pressure upon the walls, all contributed to the downfall of the building. (His evidence did not materially differ from that which he gave in Ballymacarrett and which was published at length in the *News-Letter*.)

The witness was cross-examined by Mr. GARRETT, and admitted that Mr. Godwin and Mr. Lanyon differed with him in opinion, as to the cause of the accident, and stated that the blame lay with the contractor for not classifying the bricks, and not with the proprietors. The witness was also briefly cross-examined by Mr. JOHNSTON, on the part of Magee, but nothing of any importance was elicited.

Dr. Washington Murphy examined — He said the deceased had been received into the Hospital on the 10th of January. His thigh was fractured, and he had received an injury on the knee joint. He never rallied, but died in three days after his admission.

David Little, one of the bricklayers who was injured by the falling of the mill and was in hospital, merely gave a recapitulation of the testimony which he gave in Ballymacarrett, and which we published fully at the time. (In his cross-examinations by Mr. GARRETT and Mr. JOHNSTON, nothing of any importance was elicited.)

The case on the part of the next of kin here closed, and the professional gentlemen engaged on the other side having declined to produce any witnesses, Mr. GARRETT said he would only trouble the Coroner and jury with a very few observations. Mr. Rea had applied himself to a variety of points in the matter, and among the rest, drew the attention of the court and jury to homicide, in its different phases. He would only apply himself to one — homicide by misadventure, and if this accident had been established as having occurred within the meaning of that class of homicides, then they had nothing to do but to return a verdict in accordance with that fact; and from the whole of the evidence he did not think the jury could arrive at any other conclusion.

The CORONER then briefly addressed the jury, explaining the law in a lucid manner. The court was then cleared, and the jury, after a short consultation, returned the following verdict:

— “That James Watson on the 10th January, 1851, being employed as a bricklayer in the erection of a certain mill, the property of Messrs. Robert Boyd, James Steen, William Steen, and James Macnamara, situate in the townland of Ballyhackamore, parish of Holywood, County Down, it so happened that the said mill then and there fell down by means whereof the said James Watson accidentally casually and by misfortune was cast and thrown among the ruins thereof, whereby he received a compound complicated fracture of the right leg, of which he languished till the 13th of the same month, on which last mentioned day he died, at the Belfast General Hospital.”

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The following is a different report of the same inquest, but worth noting for the approach of John Rea!

*Ulster Gazette* - Saturday 26 April 1851, page 2

### **THE BEERS'-BRIDGE ACCIDENT.**

On Tuesday last, an adjourned inquest was held next the mortuary of the General Hospital, Belfast, before J.P. Jackson, Esq., Coroner for the County Antrim, to ascertain the causes that led to the death of James Watson, who had been an inmate of that institution, was, previously, a workman employed in the erection of the Owen-O'Cork Mill, at Beers'-bridge, and was one of the sufferers by the fall of that building.

Mr. John Rea was solicitor for the next of kin to the deceased; Mr. Garrett, solicitor for Mr. Boyd, &c.; and Mr. Johnston, solicitor for Mr. Magee.

As the evidence was merely a recapitulation, in the main, of that given on a former occasion, we deem it superfluous to subjoin more than the following:

Mr. Paul McHenry, C.E., was then sworn and examined by Mr. Rea, as to the stability of the building, the fall of which was the alleged cause of death in the case of the deceased. The evidence of this gentleman was given at very considerable length on the occasion of the former inquiry, in February last at Ballymacarett, and reported *in extenso* in our columns at that period. After stating the thickness of the walls at the bases to be only two feet, and the decrease in thickness at different heights, to be half a brick, or four and a-half inches at each of the three floors, of which the building consisted; that there were three tiers of pillars rising each tier on the top of the lower one, and each tier supporting nine arches; he said that, by a calculation, he found the weight on the pillars to be double the weight sustained by the side walls; that part of the walls were on a new foundation insufficient to support the superincumbent weight, and that other parts of the wall rested on old foundation more than sufficient to sustain the weight placed upon it. He then proceeded to state the calculation he had made on the occasion.

Mr. McHenry's testimony was proceeded with, and the substance of it was, that the weight resting on each of the columns of the lower floor was  $23\frac{3}{4}$  tons; these columns were resting

on a foundation the masonry of which was not sufficient to bear the load that was to rest upon it; that one of the columns was built on a hard foundation, and the seven others on soft strata. He did not think that a builder of skill would build on a foundation in part hard and in other parts soft. He would use Ashlar work in the foundations, which were made only of rubble masonry. The former would not give way till the superincumbent weight crushed it to atoms.

Mr. McLaughlin (a Juror) — Has rubble masonry been used in the foundations of any large buildings with which you have been acquainted?

Mr. McHenry — I am not aware that I ever saw it used in any building that would have to support such a weight.

Mr. Garrett would remind Mr. McHenry of the testimony of Mr. Ross on a former occasion.

Mr. Rea — I do not care [a] pin for the testimony of Mr. Ross. He would not take £5 and come here to be examined. The man ran away from justice.

Mr. Garrett replied in an able speech exculpatory of the conduct of his client, and Mr. Johnston, on the part of Mr. Magee, submitted there was no evidence whatever to affect his client, Mr. Magee.

After lucid charge from the coroner, the room was cleared for the Jury, and after a deliberation of about half an hour, they returned the following verdict:—

“That James Watson, on the 10th January, 1851, being employed as a bricklayer in the erection of a certain mill, the property of Messrs. Robert Boyd, James Steen, William Steen, and James Macnamara, situate in the town of Ballyhackamore, parish of Holywood, County Down, it so happened, that the said mill then and there fell down, by means whereof the said James Watson accidentally, casually, and by misfortune, was cast and thrown among the ruins thereof, whereby he received a compound complicated fracture of the right leg, of which he languished till 13th of the same month, on which last-mentioned day he died, at the Belfast General Hospital.”

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The following Appendix details some of the known (and maybe conjectural) genealogical details of the Radcliffs and Munces.

# APPENDIX 1

## The Radcliff family

William Radcliff (c1770-1817) (buried in Clifton Street Graveyard, Belfast )

m. Margaret Anne [Banks?], b.c.1770

NB: William Radcliff was one of many Protestants listed in *The Belfast Monthly Magazine*, Vol.8, March 1812, pp. 237-239, in favour of Catholic emancipation (a petition to both Houses of Parliament).

Arthur Crawford of Bloomfield also signed.

William Radcliff's grave inscription reads:

'Sacred to the memory of Mr William Radcliff of Belfast / Merchant / who departed this life the 11th day of December 1817 / Aged 47 years / Also Jane Radcliff his Daughter who departed this life the 6th day of June 1810 / Aged 7 months / Also Margaret Ann Radcliff his Daughter who departed this life the 6th day of September 1811 Aged 7 years. / Grave purchased by William Radcliff, June 1810.'

Before following through the next generation of Radcliffs, beginning with the eldest son, also William, here's a 'spoiler'! In May 2013, on Ancestry.co.uk, 'willaeck' posted part of a letter received from Carol Radcliff. She, in turn, was quoting from an email received 8 years earlier from Cliff Radcliff of Belfast.

That email referred to a copy of the will of William Radcliff senior:

'William's father (William Radcliff, born about 1770) was a prosperous merchant and a partner in the firm Radcliff & Munce. I have looked at a copy of his will (copied by William Radcliff Munce, ... son of William Radcliff's partner John Munce) which shows that he left his wife Margaret Anne £4,000 and a house and tenement in North Street and a dwelling house in Chichester Street (both in Belfast). He left his third and fourth sons James and Richard and his daughters Rachel, Sarah Banks, Mary and Hannah £2,000 each (in the cases of the daughters payable on the day of their marriage "subject to the assent and approbation of their mother"! ). His eldest and second sons, William and John Smith Radcliff, had already been given £2,000 each "to put into trade". These are very substantial sums of money for the time. He also left his partner John Munce £100, whom he appointed as a guardian of his minor children. We can conjecture that John Munce may have married one of William's sisters [Indeed, he married Sarah Banks Radcliff, seemingly when she was just 13 or 14]. The will was signed and sealed on 3 October 1817, consistent with the date of death recorded for Clifton Street Graveyard. The document reference is D/1905/2/213A/3 [from the L'Estrange and Brett papers (1670-1962) in the Public Record Office for Northern Ireland].'

William Radcliff (of Beersbridge) (c.1799-1847)

married Harriet McWilliam (?-1851) on 1 June 1819,

in Gatehouse of Fleet in the civil parish of Girthon, Kirkcudbrightshire, Dumfries and Galloway, Scotland. Married by Mr Turnbull of Anwoth.

*Belfast Commercial Chronicle*, Wednesday 17 March 1847, page 3, - DIED:

'On the 10th inst. at his residence, Woodstock-place, of fever, in the 48th year of his age, Wm. Radcliffe [sic], Esq.'

Clifton Street Cemetery: Wall, Old Part Grave Number 72 & 73:

11 March 1847, William Radcliff (Inflammation) Aged 48, Gentleman,  
Woodstock Place, Born in Belfast.

Harriet Radcliff (née McWilliam), formerly of Chichester-street, Belfast, died 1851  
in Cincinnati, USA.

William, jun. d.1852 Cincinnati, USA.

m. Maryanna Hughes of Three Rivers [Trois-Rivières], Quebec 'in  
Christ's Church, 1851' [Christ Church Cathedral, Montreal?].

Alan (c.1830-1832) 20 April 1832

Alan Radcliff (Decline) Aged 2, Son of William Radcliff, Beer's Bridge,  
Born at Beers Bridge where the family reside

[from Clifton Street Cemetery headstone],

Smith – (mentioned in news stories re alleged 1840 assassination attempt on his father.)

Mary eldest daughter, m. William Seawright Esq. of Magherafelt, 07 October 1842  
at Ballymacarrett Church of Ireland

Margaret Ann - Report in *Belfast News-Letter*, Friday, 23 August 1844: **Married** –

'On the 19th inst. by the Rev. John Meneely, William Williamson, Esq. of Belfast, to  
Margaret Ann, second daughter of William Radcliff, Esq. of Ballymacarrett.'

Harriet – See report in *Belfast Commercial Chronicle*, below.

Agnes – Report in *Belfast Commercial Chronicle*, 6 September 1847, page 3, - **DIED**:

'On board the Lord Seaton, on her passage for Quebec, Agnes, fourth daughter of the  
late Wm. Radcliff, Esq. of Beersbridge, county Down. Also, at Cincinnati, U.S. on  
the 16th July, Harriet, his third daughter, of consumption.'

John Smith Radcliff – Carol Radcliff, writing to 'willaeck' on Ancestry.co.uk:

'John Smith Radcliff became a businessman and later lived in Mirfield England, and  
Liverpool where he was involved in starting up the Liverpool technical school. He and his  
family immigrated to America in the mid-1840s. He was the secretary for the Great Western  
Railroad in the US until the mid-1850s. His family ended up with the most wealth'.

John Smith Radcliff was acknowledged as 'the talented secretary of the Mechanics' Institute',  
Mount Street, Liverpool, on the occasion of the laying of its foundation stone by Lord  
Brougham and Vaux (*Liverpool Standard and General Commercial Advertiser*, Tuesday 21  
July 1835, page 3). Following examinations in June 1841, I assume the John S Radcliff in  
Class 3 of the High School of the Mechanical Institute [sic], Mount Street, Liverpool was a  
son. He was deemed one of the distinguished pupils in English (second rank), Mathematics  
(first rank), Classics (second division), Natural Philosophy and Writing (*Liverpool Mercury*,  
Friday 25 June 1841, page 6).

James Radcliff – Marriage listed in the *Banner of Ulster*, Tuesday 03 October 1843, page 3:

'On the 27th ultimo [September], in Athy Church, by the Rev. John Brandan, James Radcliffe,  
Esq., Lisdillan [sic], Van Diemen's Land [known as Tasmania from 1856], third son of the  
late Wm. Radcliffe [sic], Esq., Belfast, to Anna Maria, fourth daughter of John Butler, Esq.,  
St. John's, Athy, county Kildare.'

Carol Radcliff, on Ancestry.co.uk, writes that he opened the saltworks in Lisdillon.

The Tasmanian Government website on parks states, 'The Saltworks were established by  
James Radcliff using convict labour in the late 1830s and while only in operation for a short  
time, they were technically advanced and well-constructed – so much so that the site is one of  
only two remaining early salt manufacture works in eastern Australia where substantial ruins  
can still be found.'

Richard Radcliff – Carol Radcliff, again via 'willaeck' on Ancestry.co.uk, states that Richard also  
moved to Tasmania, becoming a whaler.

Margaret Ann Radcliff (1804-1811) – see Clifton Street Cemetery headstone details on  
previous page (under William Radcliff sen.)

Rachel Radcliff – ??

Sarah Banks Radcliff (1806-1835) m. John Munce.

See more information below, under **The Munce family**

Jane Radcliff (1809-1810) – see Clifton Street Cemetery headstone details above

Mary Radcliff – Clifton Street Cemetery has:

‘13 May 1835, Mary Radcliff, Daughter of late William Radcliff, Beer’s Bridge.’

Hannah Radcliff – Might this be the Hannah Radcliff, spinster, late of Sandymount County Dublin who died 8 February 1883? See National Archives Will Calendars, Dublin, 1894.

One of the Ancestry sources from which some of the above information has been sourced referred to ‘William Radcliff, merchant, 1843 PRONI, Prerogative Wills, 1510-1856, T559’. Sadly, this reference seems no longer to exist in the online PRONI search criteria. Instead, the current (i.e. December 2019) PRONI website has:

‘Pre-1858 Wills and Admons / Sub-Index: Prerogative Wills / Belfast / Probate 1843, Death 00/00/1817 / Note: The original documents referred to in this index DO NOT exist. No further information, other than that recorded above, has survived.’

Radcliff & Munce are listed in the 1807 and 1808 Directories of Businesses in Belfast:  
Wholesale Woollen drapers, 3 Bridge Street

Also in the 1807 Directory is

Radcliffe [sic] & Black, Calico and Cotton Yarn Manufacturers, 1 Union Street

In 1823, Radcliff & Munce held two shares as proprietors of the new Commercial Buildings in Waring-street, Belfast.

## **The Munce family**

For some of the following information I am indebted to the *Ros Davies’ Co. Down, Northern Ireland Family History Research Site* (<https://rosdavies.com/SURNAMES/M/MuaMun.htm>) and, as before, to ‘willaeck’ on Ancestry.co.uk.

The Ros Davies site credits Alan Williams (= ‘willaeck’) and others for the information that Munce is possibly a Polish name with Huguenot connections. Three sons – Thomas (1667-1698), Gilleland (or Cleland) (1668-1720) and William (1670-??) of Hugh Gilleland Munce of France, fought with William of Orange at the Battle of the Boyne in 1690 and were awarded land in Drumreagh, Killinchy, Co Down.

One of those brothers, Thomas Munce, married Lucy (surname unknown) (1653-1698) and their children included Mary Sarah (1695-??), Thomas (1711-??), George (1714-??), Agnes (1715-??), Robert (dates unknown, but see below) and apparently three other children, including Samuel (??-1814).

Robert Munce (son of Thomas Munce, one of the three brothers, – see above – and father of John Munce of Belfast) married Margaret (surname unknown). They had two sons: John and Samuel, and a daughter, Margaret.

John Munce (1776-1818) married Sarah Banks Radcliff (1806-1835)  
on 22 July 1819, Belfast



As already noted, William Radcliff, sen., and his wife Margaret (likely née Banks) were both born c.1770. Their daughter Sarah (listed as ‘Sarah Banks Radcliff’) was said to be born in 1806 (can that be correct?) in Belfast. Her father, William Radcliff, was then 36, as was her mother, Margaret. Sarah married her guardian, the merchant John Munce on 22 July 1819 in Belfast. Sarah died on 9 May 1835 in Belfast, at the age of 29. Someone has ‘done the math’ – but that assumes the dates are correct. Can that be so? They had three children during their marriage – two boys and a girl:

**Samuel Radcliff Munce (1821-1896) m. Anne Baxter (1834-1908)**

He attended the Royal Belfast Academical Institution, and was listed for prizes, including in the Midsummer examinations in 1834: Classical School: for *Greek Testament – Senior Division*; for *Virgil, 1st Aenid*; Writing School: *Prepared Specimens – Plain and mercantile* (*Belfast News-Letter*, 1 July 1834); and in 1837 for an essay *On the History &c. of the Greek Language* and another *On the Greek Drama*. (*Belfast Commercial Chronicle* 24 June 1837).

He is the ‘W.R. Munce Esq. of Glasgow’ who married 19-year-old Anne Baxter (‘only daughter of the late Mr. Edwin Baxter of Birmingham’) in Oswestry parish church on 17 February 1853. (Source: *Shrewsbury Chronicle*, Friday 25 February 1853, page 4).

Note: The *North Wales Chronicle* for Friday 4 March 1853, page 8, has the same date, same church, same groom, but maybe a different bride! She’s also called Anne but she’s now the ‘only daughter of Henry Hill, Esq., of Tattenhall Wood, Staffordshire’. An unfortunate mistake!

Presumably shortly after the wedding the newly marrieds emigrated to Australia.

William Radcliff Munce, Gentleman, died at his home, 21 Lothian street in North Melbourne, Victoria, Australia on 2 July 1896. His parents were listed as Jno [John] Munce and Sarah Radcliff.

W.R. Munce’s wife, Annie, died on 15 July 1908, aged 74 years ‘at her residence, 21 Lothian street, North Melbourne’. Her parents were listed as Edwin Owen Baxter and her mother’s maiden name was Davis.

**Frederick James Munce (??-1832) *Belfast News-Letter*, 16 March 1832, page 2**

‘At the house of his Grandmother, (Mrs Radcliff, Chichester-street,)

FREDERICK JAMES MUNCE, youngest son of the late John Munce, Esq.’

Elizabeth Jane Munce (1829-??) – possibly born in Drumreagh, Killinchy, Co Down (as stated in [Ancestry.co.uk](http://Ancestry.co.uk), though without source). She married David Stoddart (1803-??).

**Samuel Munce (1778-1841), born Drumreagh, Killinchy, Co Down, Ireland, married**

Elizabeth Moore (??-1826) in Dublin in 1798. They had three sons: William John Munce (1814-1892), Samuel Moore Munce (1817-1886) and James Henry Munce (1819-1876).

Samuel ran a wholesale woollen, flannel and blanket warehouse in Dublin. Elizabeth died in 1826 and widower Samuel subsequently married spinster Sarah Hall (1790-1875) in Everton, Lancashire, England, in 1831. That same year, the family emigrated to Australia. There were a further three daughters and a son. Samuel Munce, sen., died in Launceston, Tasmania, Australia.

See more information about Samuel Munce in Dublin below. Further information with sources is at the [Ros Davies Co Down website](http://Ros Davies Co Down website), under the surname Munce.

Margaret Munce (1790-??) Little seems to be known about her.

*Wilson’s Dublin Directory* is a good source for further information on the Dublin warehouse activities of the Munce family. The *Directory* for 1816 has Samuel Munce & Co. – a Manchester & Flannel Warehouse – at 174 Church-street, Dublin.

Munce (Sam. and Co.) Manchester and Flannel-wareh. 174, Church-st.

In 1817 they had moved to 19 Usher's-quay and were listed as a Wholesale Woollen-warehouse.

*Belfast Commercial Chronicle*, Saturday 14 October 1820, page 3

WHOLESALE WOOLLEN,  
**Manchester, Blanket, and  
 Stuff Warehouse,**  
 NO. 12, INN'S-QUAY, DUBLIN,  
**SAM. MUNCE, JOHN S. RADCLIFF & CO.**  
 have RECEIVED, by the LATE ARRIVALS  
 from LIVERPOOL, an EXTENSIVE ASSORT-  
 MENT, suitable for the Season, consisting of  
*Super and Refine Cloths,  
 Nap and Plain Coatings,  
 Cassimeres,  
 Woollen and Worsted Cords,  
 English Blankets,  
 English and Welsh Flannels,  
 Plain, Figured, and Twilled Stuffs,  
 Fancy Waistcoatings,  
 Manchester Goods, &c.*  
 THESE, WITH  
*A Large Assortment of Irish Broad and Narrow  
 Cloths—Nap and Plain Coatings—Kerseys—  
 Blankets—and Flannels,*  
 They offer for Sale on favourable Terms.  
 They are, as usual, regularly supplied with  
 TABINETT and BOMBAZETT STUFFS, of their  
 own Manufacture. (1820)

In 1821, *Wilson's Dublin Directory* now has the business at 12 Inn's-quay, Dublin, listing it as above: Munce, Sam. & John S. Radcliffe [sic].

The 1822 Directory shows the ownership somewhat confusingly as 'Munce, Sam. Jn. S. Radcliffe & Co.'

In 1826, after the death of Samuel's wife, the listing changes to Munce (John and Radcliffs [sic]).

1827 has Haslett, Munce and Co. Wholesale Woollen, Flannel and Blanket-warehouse, 17 lower Bridge-street, but also Munce (John and Radcliffs) still at 12 Inn's-quay.

The same applied in 1828 (though an apostrophe helps!): Munce (John and Radcliff's)

1829 offers a different presentation. Under 'Munce' we have the usual Munce, John and Radcliff's in 12 Inn's-quay and, separately, also Munce (Samuel) at 17 lower Bridge-street. Plus the listing for Haslett, Munce and Co. at that same address.

1830 only has Munce (Samuel) at 17 lower Bridge-street (nothing at Inn's-quay) ... and he's gone completely by the 1831 *Directory* – which makes sense in terms of his second marriage and departure for Australia.

## APPENDIX 2



# Court case: Donegall v Templemore ... mentions Owen O'Cork mill

Transcription by David Byers, 2019

*Banner of Ulster* - Tuesday 07 August 1849, page 4

### Assize Intelligence

#### COUNTY OF ANTRIM ASSIZES

#### RECORD COURT – FRIDAY AND SATURDAY

Mr. BALDWIN, Q.C., took his seat on the bench this morning, at ten o'clock, and the jury sworn on the previous evening having been called over, the case of *Donegall v. Templemore* was proceeded with.

Mr. WHITESIDE, Q.C., stated the case of the plaintiff. It was an action, as described in the pleadings, of ejectment taken for the recovery of certain premises at present leased to the Belfast Harbour Commissioners, and formerly known as Batt's and Gregg's Quays, and having for their boundary to the west the new or Queen's Bridge. The case has been already a great deal before the public, and we have laid the main facts, on the occasion of the previous hearings, before our readers.

It may be simply recounted thus: a grant was made to an ancestor of the present Marquis of Donegall of certain lands in Antrim, together with the soil and bed of the river Lagan, and other rights set forth in a patent, bearing date a.d. 1620. It was further shown from various muniments of the Donegall family, that the bed and soil of the river had been a large grant in settlement, as part of Lord Donegall's Antrim property; and mainly relied on a lease made to James Holmes, of 24th April, 1793, for ninety-nine years, of a piece or plot of ground, situate on the river Lagan, opposite the quays of Belfast, being part of the ground and soil of the river, as an act of ownership by Lord Donegall over the premises in question, as portion of his County Antrim settled estate.

The address of Mr. Whiteside lasted till a quarter past one o'clock. Some witnesses were then examined, whose evidence was confirmatory of certain portions of the report of a former trial, admitted by consent.

Mr. GILMORE, Q.C., stated the case of the defendant. He relied on a patent of 3d November, 1605, made to one James Hamilton, of the Claneboye property, of which Ballymacarrett was a part, and contended that Lord Donegall had shown no title to any ground on the Ballymacarrett side of the Lagan. He contended that the Lagan terminated at the ford of

Belfast, and that near this ford three old roads met above the Long Bridge, and that all below the bridge was an arm of the sea. He referred to several authorities to show usage was evidence of ownership, and produced evidence to speak the boundaries.

Mr. NAPIER, Q.C., having addressed the jury on the part of the plaintiff, in reply,

Mr. BALDWIN, Q.C. — Gentlemen of the Jury — In the evidence before you there is a conflict of title as to the *locus in quo* the subject of this ejectment; but you must not allow yourselves to be deceived by considering which is the better or preferable title, for the issue is, has the plaintiff succeeded in establishing his title? The case depends on the strength of his title, and has he made it out satisfactorily?

There have been several trials, which are accounted for by the difficulties in the case, arising partly from the language of the documents in evidence before you, and partly from the nature of the property in dispute. It is a river, and the ground and soil of that river, which the plaintiff claims. River and bay are sometimes used indiscriminately; but it is a property which it would be impossible actually to occupy. The plaintiff and defendant claim from the Crown, and the river in question being a tidal and navigable river, the property of the Crown, the Crown had a perfect right to grant the river to a subject if it pleased. Accordingly, the plaintiff relies on a patent of 1620 as granting him exclusive right, and as giving him the river Lagan and the ground and soil of the entire river.

This grant was in addition to one made in 1604, which gave the plaintiff's ancestor, not the ground and the soil of the river, but certain rights over the river. The Crown had clearly a right to grant the river if it had not previously parted with the right; but the defendant says the Crown had parted with it by a patent of 1603, made to a person named Hamilton. There had been a forfeiture of the property of the O'Neills to the Crown, and the defendant contends that that forfeited property passed under his patent, and among other rights had the right to the soil of this *locus in quo* passed as part of the Claneboye property. The defendant then says he has exercised ownership over the County of Down side of the river, and requires you to presume a patent prior to the plaintiff's patent of 1604, or one between that of 1605 and 1620. He says, the several acts of ownership he had proved show possession.

It appears the owner of the Claneboye estate conveyed it to Lord Avonmore, who, in 1787, conveyed it to the then Lord Donegall. That conveyance, it was said, was to end all controversies, but it has not had that effect. However, that deed of 1787 gives Lord Donegall a fee-simple estate in the Ballymacarrett property, and having the Antrim estate and Ballymacarrett property he makes a settlement in 1792, settling the Donegall property, doing so in terms unmistakeably clear, excepting Ballymacarrett out of the settlement, and amid other properties the settlement speaks of the bed and soil of the river. By that settlement he reserved a leasing power, and by it he became tenant for life.

In 1795, that settler makes his will, and devises the Ballymacarrett estate by that will to his second son. (Reads from the will the devise of the townland of Ballymacarrett.) The land here mentioned is Ballymacarrett, and the mill called Owen-o-Corke, and in the general words following, it would qualify the Ballymacarrett estate, and it ends, for it speaks of being in fee, simple in possession. If Lord Avonmore had right, under the patent of 1605, so had Lord Donegall, his assignee; and instead of relying on the rights he acquired as such owner in fee, he settles the lands, and the bed, and soil of the river as portion of the Donegall estate, using the words being seized in fee, to Ballymacarrett only.

This appears to me to be an answer to the case relied on of preserving a grant prior to that of 1620, for it would as much confer a title on the owner of the Ballymacarrett estate, and would thus pass to Lord Donegall, as his assignee. There is no ground, therefore, in my opinion, for presuming a new grant, or for saying that the patent of 1605 conveys the bed and soil of the river. If that be correct, then the acts of ownership have this effect: you have an act of ownership over a portion of the property, which, with title, is ownership over the entire, and would prevent a limitation interfering with it, but ownership with title is different from ownership without title, for that must presume a prior grant, which I do not think in this case you are entitled to do.

Lord Donegall then, having got the fee in 1787, of Ballymacarrett, and having settled his estates in 1792, he executes a lease to James Holmes in 1793, not long after the purchase of Ballymacarrett, and soon after the settlement, and in that lease he describes the premises demised as all that piece or parcel of said ground or strand, &c., being part of the ground and soil of the river, and that being so, it is a lease exactly within the terms of that settlement.

This is an important act of ownership, and it is stated in evidence that on the premises comprised in this lease are Batt's and Gregg's Quay, the very premises which are the subject of the ejectment. They are thus described as part of the ground and soil of the river; and, further, there is a map attached to the lease, which shows the river flowing past the Long Bridge. The defendant says the river stops at the ford of Belfast, but you must observe, the defendant is a party deriving under the title of the person who executed this lease to Holmes; he is, therefore, a volunteer, and takes under the man who calls these premises the ground and soil of the river. There is a covenant in that lease that Holmes, his executors, administrators and assigns, shall and will, within seven years enclose and fence with walls of brick, limestone, &c. all the strand, ground, and soil thereby demised, and keep the same secure from being overflowed at any time by the tide of the said river. It could only have been in a process of construction at that time, the quay called Roke's Quay.

This extends to the river below the Long Bridge, and prevents its being overflowed by the tide of the river. Now, the plea of the defendant is that the river stops short at a place called the ford of Belfast; and thus arises the controversy, if it be open to us — What was the Lagan in 1620? I think that is the question in the case, by whatever means we are to reach it; for under the patent of 1620, clearly the ground and soil of that river was conveyed. The plaintiff calls on me to say that it extends down the river to the lowest water-mark, and from high water-mark to high water-mark. That, certainly, is my impression that it would so extend, and that all that ought to be considered as covered. If that be so, then these premises were within that spread of water: it will be for you to say if they were, and if these premises included those now in question.

It was said the ford was above the bridge, and that there the river terminated, but that appears contrary to the legal signification of a river; then it is said, in the patent of 1605 the river is described as to its extent; but that patent was giving a boundary to a property running in another direction altogether, and is, therefore, not so strictly correct; but the ford of Belfast is there mentioned, and he (defendant) has given evidence of three old roads meeting at a particular spot, and of a pavement running therefrom in the direction of the river, and he relies on this to show that there the river terminated. Farther than this, there is nothing to show where it did terminate.

You will therefore find two issues — first, are the premises in question, or any part of them, or were they within the limits of high water-mark and low water-mark at ordinary tides, and between the highest flood and the lowest ebb of the tide ? — secondly, whether the premises, or any part of them, were within the river as it existed in 1620, within the meaning of the patent of 1620 ? My object is to save another trial, and if I am wrong in saying to you, you should not presume a prior grant to 1604, or between 1605 and 1620, my mistake can be corrected, for all the evidence is on my notes. I think you should look at the river in its legal sense; if you think otherwise, perhaps you will say to where the river extended.

After some discussion between counsel, the jury intimated that they were agreed upon the first issue, but could not agree on the second. Ultimately, by direction of the learned judge, they found a verdict for the plaintiff, with 6d costs, subject to a point of law reserved for the decision of the court above.

Counsel for plaintiff — Messrs. Whiteside, Q.C., Napier, Q.C., Joy, Q.C., Holmes, and Cheyne. Agents — Messrs. Davison and Torrens.

Counsel for defendant — Messrs. Gilmore, Q.C., Tomb, Q.C., and Lowry.

Agents — Messrs. Cranston & Hall.

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