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Rents Act Is Hard To Construe, Says Judge

THE depreciation in the value of the £ since 1900, the abnormal increase in rates and the requirements of the modern woman in the matter of housing, were factors mentioned in an application to determine a rent under the Rents Restriction Act before Judge Barra O'Briain, S.C., at the Limerick Circuit Court

LILICI

Barra O Briain, S.C., at the Limerick Circuit Courty yesterday.

The applicant was Kathleen C. Haddick, 67 The Drive, Tenhridge, Manager C. Haddick, 67 The Drive, Tenhridge, Manager C. Bellinacurra.

The respondent was Teresa Goodwin, occupier of number of the Present of the Prespondent was Teresa Goodwin, occupier of number of the prespondent was the standard of the present of the prespondent.

GONTACOT RENT, and Mr. D. J. O'Malley, solr. J. appeared for the respondent was the indidord of the prespondent.

GONTACOT RENT, appeared for the applicant was the indidord of the prespondent. Was the indidord of the prespondent was the indidord of the prespondent. Was the indidord of the prespondent was the indidord of the prespondent was the indidord possed on all infooses as now paying 184 onwards the handlord possed on all infooses as now paying 186 2s. 8d. in the present year. That figure would vary in accordance with the rates from year to year. When 1.2 final analysis of the rent and rates was mone paying 186 2s. 8d. in the present year. That figure would vary in accordance with the rates from year to basic rents of similar premises because there was only evidence of basic rents of similar premises because there was only evidence of basic rents of similar premises because there was only evidence of basic rents of similar premises because there was only evidence of basic rents of similar premises because there was only evidence of basic rents of similar premises because there was only evidence of basic rents of similar premises because there was only evidence of basic rents of similar premises because there was only evidence and value; on behalf of the spending premises had percolated to a room, bellow, There was also one mise because the present values of modern houses of the Act and the present time would be 481. In the present time would be 481

That would be 176 with the landlord paying rates. He did not agree that the f had decreased in such value because there were more pounds in the country now than ever there was. "Unfortunately," he added amidst laughter, "I have not many of them. A national newspaper has stated that the f is worth 10/2".

PMESENT DAY VALUES
Dealing with present day values as compared to former years, Mr. Sexion said it was unfair to compare old houses with modern structures. These modern houses were what the modern women demanded and they were fitted with all the latest appliances which the old houses lacked. Houses in Grennan Terrace had been sold years ago for 1350 and 1400. Recently he had sold a house there for 11400.

Mary Goodwin, daughter of respondent, said the rents of the houses had been fixed long before the present residents had into occupation. The rent mother's house had been fixed in 1923, by arrangement between landlord and tenant. It quarterly rent.

To Mr. Danaher, witness said that there had been an increase in rents in the ared within the past 12 months. She also knew that further demands for increase in rents had been received by other residents within the last 3 months. This concluded the evidence.

DIFFICULT TO CONSTRUE.

This concluded the evidence.

DIFFICULT TO CONSTRUE.

The Judge said he found it a very difficult section of the Act to construe. It was rendered more difficult by the fact that there were no other basic rents on which to go on. He considered, however, having regard to the various sections of the Act, that Section 9 required the Court to fix a rent of such an amount as the Court thought reasonable under contract of tenancy. It seemed to him in many cases that one should start with the proposition of the common law and in this case the landlord was dealing with, property under the law of supply and demand.

A HARDSHIP ON LANDLORDS.

The view was widely held that the restrictions under the Aft were restricting landlords and the view of the Court was that such restrictions amounted to hardship It was obvious, therefore, that there, were going to be conflicting elements.

"My view of the section is

ings made in a free market and under present rates. Such rents had been paid for a number of years. If he had estimated on present values of modern houses his figure would be in the region of £150 to £160.

Mr. Danaher—Do you remember when there were no houses or the south side of Ballinacurra?

Witness—No.

Mr. Danaher—Well, I do.

Witness—I won't argue that (laughter).

'In reply to further questions, winness said that the rate for 1914 was 9/4 in the £.

Mr. Harold V. Nash, agent dueed figures to show that when the landlord had met his commitments as regards outgoings they totalled £48. Ss. Id., leaving a profit rent of £7. 75., while he was liable for external repairs. A very fair and reasonable rent would be about £86. He considered that they walled £46. He considered that they walled for external repairs. A very fair and reasonable rent would be about £86. He considered that they walled for external repairs. A very fair and reasonable rent would be about £86. He considered that they walled of money but, that they walled for external repairs. A very fair and reasonable rent would be about £86. He considered that they walled for external repairs. A very fair and reasonable rent would be about £86. He considered that they walled for external repairs. A very fair and reasonable rent would be about £86. He considered that they walled for external repairs. A very fair and reasonable rent would be about £86. He considered that they wall a fact the tenant should pay rates. It was common knowledge that not only had rates gone up in projection to the value of money but, that they wall the fair of the section is clear, "continued the Judge. "The utility at the section is to fix a reasonable rent would be about £86. He considered that the section is to fix a reasonable rent would be a fair to the section is to fix a reasonable rent with the section is to fix a reas

WORTHY HONOUR FOR LIMERICK RUGBY **FORWARD**

A GREAT honour has been bestowed on one of Limerick's most unassuming sporting personalities. Tom E. Reid, by his selection on the British and Irish Rugby Union team to tour South Africa during the coming summer. Ton, a product of the Garryowen Club, and now attached to London-Irish, is worthy of this recognition if one is to judge by his splendid form in the International arena and in the colours of London-Irish and Middlesex in recent years.

years.

INTERNATIONAL AND CLUB
HONOURS.

A forward who has always commanded the respect of the Irish
Five, as well as club selectors and
supporters, he should do exceptionally well with the tourists. He has
played seven times for Ireland, and
has won three Munster Senior Cup
medals with Garryowen... He also



TOM REID.

played for Munster against the Waliables, the Springboks and the Ali Blacks, and in each of these engagements he proved himself an outstanding forward worthy to come under their focus of the National selectors.

He first togged out with Garryoven in the 1947-48 season, and had the satisfying expérience of leading the renowned light blues to their Munster Cup final victory last season.

ing the renowned light blues to their Munster Cup final victory last season.

Tom Reid aged 29 years this month, is a son of Mr. Joe Reid, of 59 Upper Clare Street, Limerick, also the proud possessor of a Munster Senior Cup medal, which he won with Garryowen. Tom has also made his name in the realm of rowing and was a prominent oarsman with Limerick B.C.

PREVIOUSLY IN SOUTH

AFRICA.

Des Torrens (Bohemians) was the previous Rugby player from Limerick to tour South Africa with a British and Irish Rugby Union team. He went there prior to World War II. In recent years, Stande Lavy and Noel O'Dwyer, both Irish hockey international of the L.P.Y.M.A. and Lansdowne, respectively, were in the British and Irish hockey team that toured South' Africa. world War 11. In recent years, Stim de Love and Noel O'Dwyer both Irish ,hockey international of the LP.Y.M.A and Lansdowne, respectively, were in the British and Irish hockey team that toured South' Africa.

Land Settlement:

Out. of a. Workman's Compensation case was approved by Judge Barra of Briain in the Limerick Circuit Court, on Tuesday.

The cash was one in which Thomas Quinn, 25 Byrne Avenue, Limerick, claimed workmen's compensation from Joseph Barry, victualler, of Harstonge Street.

Mr. T. McLoughlin, B.L. (instructed by Mr. D.) J. O'Malley, solr), said that the applicant was now If years old. While employed by the respondent on April 1st, 1353, he met with an accident and

Circuit Court Affirms Decis District Jus

JUDGE BARRA O BRIAIN in the Circuit Court to-day affirmed the Order of District Justice Gleeson in dismissing a claim. for £25 asked him damages for negligence brought by Patrick Gleeson, 26 Shanabooley Road Limerick, against Michael O'Donovan, 30 High Street, Limerick.

rick.
The claim arose out of an accident between the plaintiff and defendant's car at Belfield. Emis

The claim arose out, of an accident between the plaintiff and defendant's car at Beifield, Ennis Road.

Mr. Maurice Fitzgerald, B.L. (Instructed by Mr. P. G. Collins, solr.), appeared for the appellant.

Mr. T. McLoughlin, B.L. (Instructed by Mr. D. J. O'Malley, solr.), appeared for the respondent.

Mr. Fitzgerald said the accident occurred on July 22nd, 1953. Mr. Gleeson was cycling to work and while passing Belfield was overtaken by the defendant's car which ran into lim and knocked him to the ground. The plaintiff sustained injuries and had to receive hospital treatment. His bicycle was badly damaged also.

HOW ACCIDENT OCCURRED. Patrielf Gleeson said he was a labourer in Helion's garage. On the date of his accident he was cycling to work. At the Belfield bend he was cycling five or six feet from the kerb and travelling at a reasonable speed. A bus approached him from the opposite direction and a bicycle came out from Belfield Gardens. Suddenly he was struck by the car of the defendant and thrown to fhe ground. His right hilf was injured and he had to receive hospital treatment. He is not indication of the approach of the defendant's cur. The car was struck by the car of the defendant and thrown to fhe ground. His right hilf was injured and refused to have a doctor. She also told him to hand his bicycle in for repairs and send the bill to her. He took the bicycle to Dohert's in Parnell Street and the repairs came to a plaintiff be came to fa 7s. 6d. The defendant had called on him and said he (plaintiff) was looking for more repairs to the bicycle than were really necessary as a result of the accident. Witness added that he now owed a bill to fee hospital where he had been treated.

PLAINTIFF (FOSS-EXAMINED).

To Mr. McLoughlin, the witness aid he did not know which portion of his bicycle was struck by the defendant's car. He could have been the handlebars which were struck, but he was not sure. The car definitely ran into him. He had a cyclist passed him on the left had a cyclist passed him on the left had

to be drive ant told h unreasonab bicycle. O'Donovan

not repair put him to

LIMERICK MAN GETS £200 COMPENSATION

SETTLEMENT for the pay-Ament of £200 with costs arising out of a Workman's Compensation case was approved by Judge Barra O Briain in the Limerick Circuit