

ALLEGED WIFE DESERTION.

MAJOR C. H. RAITT CHARGED.

CASE AMICABLY SETTLED.

Before a Bench of honorary justices, consisting of Messrs. J. M. Hewitt, J. P. Kennedy, W. M. Collins, and A. G. Smith, at the police court yesterday morning, Major Charles Henry Raitt, a former well-known citizen of Maryborough, appeared on bail to answer a charge of unlawfully deserting his wife, Amy Raitt, of Maryborough.

Mr. E. S. Herring represented the complainant, Amy Raitt, while Mr. Price (instructed by Messrs. Woolcott and Drysdale) appeared on behalf of defendant.

After stating that the proceedings had been taken under Sections 83, 85, and 87 of the Marriage Act, 1915, Mr. Herring said that the parties had been married in 1895, defendant being at the time a clerk in a bank. He was afterwards a resident of Maryborough, as manager of the Bank of Victoria. In 1915, defendant left Victoria with troops, going to the front as a major. He returned in January, 1916, and afterwards obtained employment with the Defence Department. It was about this

Science Department. It was about this time that things started to go wrong with the couple. It seemed that defendant became fascinated by another woman, and this caused an estrangement.

Mr. Price: I cannot, of course, object to the opening of my friend, but would ask the Bench to instruct him not to make any assertions which he cannot prove.

Mr. Herring: But I can prove it. I can prove it by a letter written to complainant.

Mr. Price: Oh, well, go on, if you think you can prove it.

Mr. Herring went on to say that in February, 1917, defendant went back to the bank, but in September, 1917, he went in charge of a troopship to the other side of the world. He came back from this trip just recently, and from something the complainant had heard, she laid an information against him, and he was arrested. He (Mr. Herring) did not know the financial resources of defendant, or what his income was at the present time, but when he was in Maryborough he was drawing about £300 per year as manager of the Bank of Victoria. When he went away as major he was in receipt of a salary of £600 per year. He then allowed his wife £1 per day for herself and the children. From January to September, 1917, however, she only re-

September, 1917, however, she only received a sum of £17, which amount was only obtained by threats. His wife then made application to the Defence Department, and they allowed her £7 per fortnight.

Mr. Price: What is the use of stating that. Do you think the Defence Department could have allotted the money if my client had not been agreeable to it?

Mr. Herring: I don't know whether he wanted to give it or not. All I am aware of is that application had to be made to the department before his wife could get any money from the defendant. However, this pay ceased on January 2 of this year, and the complainant has not received any money from him since. I desire, your Worships, to put in a letter written by defendant to his wife on September 21, 1916, and also another written on February 8, 1917.

Mr. Hewitt: Before we go into the evidence, is there no chance of the parties arranging an amicable settlement? Both of them are well and favorably known in the town, and it is a pity that their grievances must be ventilated in court.

Mr. Price said they did not know exactly what the proceedings were taken for. For some reason or other his client had been arrested. He was pre-

client had been arrested. He was prepared to submit that the defendant had not deserted his wife, but when he heard that a warrant had been issued he surrendered himself to the police, and was remanded to appear at this court on bail. His client was always willing and ready to support his wife, and was quite prepared to do so now. However, if the court would adjourn for about five minutes, he would discuss the matter with his learned friend, and see if any settlement could be effected.

After the Bench had agreed to the proposal, and counsel had held a brief consultation, Mr. Price said that the defendant was prepared to go into the box and swear that he had never had any intention of leaving Australia, and had never applied for a passport to leave the country. He was at present out of a position, but as soon as he secured an engagement he was willing to allow his wife as much money as he possibly could. If his learned friend was satisfied with that undertaking, he could withdraw the case.

Mr. Herring said there was nothing definite about the offer. Mrs. Raftt had to live.

Mr. Price said that owing to the position the defendant was in, he could not make it definite. The last money he had got from the Defence Depart-

he had got from the Defence Department had gone to his wife.

Mr. Herring: Make some definite offer.

Mr. Price: Very well, then. We make the offer of paying you a third of the money he receives. Will you accept that?

Mr. Herring: Will the defendant give a guarantee that he is not going to leave Australia.

Mr. Price: Yes, he will get in the box and swear that.

Major Raitt, duly sworn, said at the present time he had no position, and had no assets by which he could keep either himself or his wife.

Mr. Price: Did you have any intention of going away from this State?

Defendant: Never.

You never had any such intention?—Well, let me qualify my previous answer. I said once that if I could not get a job in Victoria, and I am finding it a pretty difficult matter, I might have to go away to another State.

Did you apply for a passport to leave Australia—No, never.

You have a reasonable chance of getting a position, haven't you?—I saw the State War Council with reference to getting a position.

You stand a fair chance of obtaining it?—I have to put in an application for it, but I have no promise.

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What are you prepared to allow your wife when you get a position?—That all depends on what salary I get.

Suppose you get £3 per week, will you allow her £1—Yes, I'm sure I will.

Are you satisfied with that, Mr. Herring?

Mr. Herring: Oh, it's not for me to say. I shall have to consult with my client.

After retiring for a consultation with the complainant, Mr. Herring said his client was prepared to effect a settlement, and the charge against defendant was withdrawn.