

Derbyshire Times.

Saturday 3rd. June 1854

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Advert - To Builders and Others.

To be let, the building of a number of cottages near Clay Cross.

For particulars, specifications, etc., apply at the Clay Cross office, on and after the 6th. June.

Coal, Lime and Iron Works, Clay Cross, near Chesterfield.

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Advert - Marr's Whittington Colliery, near Chesterfield.

The justly celebrated coal from this colliery are not to be surpassed for either household or manufacturing purposes. They produce an intense heat, and being entirely free from white ash, their use is attended with extreme cleanliness.

Price, at the pit	6-0d. per ton.
Delivered at Chesterfield	8-7d. per ton.

R.W. Hutchinson, Agent at the Colliery.

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Advert - Booth Sneath, deceased.

Notice is hereby given, that all parties indebted to the estate of the late Booth Sneath, of Beaver Place, Walton, County of Derby, ironfounder, are requested into pay to my hands the amount of their respective debts, and all persons having claims upon the said estate of the deceased, are requested to forward the particulars thereof to me.

May 18th, 1854. John Sneath

John Sneath

Begs to return thanks to his friends and the public for the favours conferred upon his late father, and to inform that he intends carrying on the business, in all its branches, and trusts, by attention and assiduity, to merit a continuance of the favours hitherto bestowed.

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Barlborough.

On Thursday the 25th. ult., an accident happened to a man named Robert Gee in the employment of R. Appleby, Esq., of the Renishaw Ironworks. He was driving a wagon down the hill from Barlborough, when on going up to one of the horses, he slipped and fell down, and the wagon wheel passed over his foot, tearing his boot off, and injuring his ankle. He was conveyed home and was tended by Mr. Leversidge, surgeon, of Eckington, under whose care he is going on favourably.

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Saturday 10th. June 1854

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The Iron and Coal Trades of Yorkshire and Derbyshire.

The enormous advance in the price of pig-iron is operating most prejudiciously against the makers of malleable iron, who are not obtaining a corresponding increased price. Unless higher prices can be obtained for bars, this branch of the trade will soon be unremunerative. Scotch pigs have advanced during the past week from 7-6d. to 10-0d. per ton. This has occasioned similar advances in the price of Yorkshire and Derbyshire brands. A new furnace is being erected at Clay Cross, and the Wingerworth Iron Company are erecting one which will be in operation in a few weeks. The coal trade remains much in the same condition as last reported.

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Page 4 Col. 4

No Headline.

On Wednesday the 7th. inst., an inquest was held at Greenhill Lane before Mr. Busby, coroner, on the body of John Marriot, aged 36, who met with his death by an accident in the Great Britain coal pit belonging to the Butterley Company. Verdict, "Accidental killed by falling down a shaft into a coal mine".

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Gold in Wales.

It is said that gold is being produced by four of Berdan's Crushing Machines, in Wales, at the rate of an ounce per hour, which is stated to be the average produce of a ton of quartz. If this gold is as pure as the Australian, it is worth £4 per ounce, which, at 12 hours per day for 300 days to the year, would be £14,400. We are not informed, however, as to the cost of production.

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Iron and Coal Trades of Yorkshire and Derbyshire.

Ironstone is still dear, and the advance in the price of Scotch pig-iron is wholly maintained, the diminution of the stock exciting speculation as to there being sufficient to meet the demand. The enormous advance in Consols, since they recovered from the late panic, has given confidence to the holders of iron, which is not affected by the present high rate of discount. There is every prospect of the whole of the stock at Glasgow being worked off, or shipped in a short time. The demand for malleable iron for railways and ship building appears to be unlimited, every branch of railway work, including springs, being unusually active.

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Saturday 17th. June 1854

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Horner v. Savage.

A claim for £4-10-0d. due for an overdraw account. A dispute arose out of the non-performance of some pit sinking, which defendant had undertaken to sink at £1-0-0d. per yard. After sinking about sixteen and three-quarter yards, he suddenly left the work, having overdrawn his account, on the plea that he was unable to continue the job without funds to pay his men.

Judgement for plaintiff for £3-10-0d..

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Saturday 24th. June 1854

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No Headline.

On Tuesday, the 20th. instant, a boy named Taylor, was riding down the incline at the open ironstone quarries at Birdholme, when the chain broke, and the wagon ran to the bottom and was overturned. The boy was pitched out, his collar bone was fractured, and he received other severe injuries about the head and body. Mr. Holland was called in and we understand he is doing well.

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Saturday 24th. June 1854

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Adjourned County Court.

Samuel Wharton v. William Johnson and Jas. Cutts.

Mr. Cutts appeared for the plaintiff, and the defendant Cutts was represented by Mr. Busby.

This was a charge for £40-16-6d. alleged to be due for half a years rent of premises for a foundry in Tapton Lane, by the side of the Midland Railway, and for entry and dilapidation sustained by the premises in question, and the steam engine contained therein, whilst in the occupation of defendants. Mr. Cutts stated the case to the Court. He then called Samuel Wharton, who said that in the year 1851 he let a furnace and premises to the defendants, at the yearly rental of £40, for which they had paid the first years rent, and afterwards he had received the second years rent from Mr. Kinder, as their agent. The premises passed into other hands before the expiration of the two years for which they had let, without his consent.

By the Judge: Gave a receipt for the rent in defendant's name. A letter was put under the door stating that Mr. Kinder, into whose hands the premises had passed, had quitted them.

By Mr. Cutts: The key was left in a certain place named in a letter - he did not take possession of these premises on the 10th. of November, but did on the 10th. of May last, to which time he considered the notice to quit applied. He then found the premises in a very dilapidated condition: the hearths belonging to the works had been pulled down: the damage being done to materials amounting, as he conceived, to about 50-0d. These materials had been partly used in other parts of the premises. The cost of rebuilding these four hearths, with chimney, etc., would amount to £7-0-0d. for labour alone, and the foundation would have to be got out again, which would amount to 10-0d. more - a window sill was also broken, the damage for which was about 5-0d. He had also to put a pedestal to the pump, which would cost 7-0d. The repairing of the boiler bridge which comes to 12-6d. and a door-frame was injured, which would require repairing. The steam engine was in a very dirty state, which would at least come to 15-0d. to be cleaned as it should be. The boiler also would require cleaning, which would cost 5-0d. and the force-pump would cost 30-0d. for repairing. They would have to take the engine to pieces to refit it would amount to £6-0-0d. When the engine passed into the defendant's hands it was entirely new, having never been worked before. The cement and red lead required for the repairs would cost 3-6d.

By Mr. Busby: The place had been built three or four years before entered upon, and had been unoccupied for that time. It was built for making railway iron wheels, but defendant's took it for a foundry. The hearths he considered as necessary for a forge as for a foundry. A smith's hearth would be wanted. More than this, perhaps, would not be required. Witness had not told anyone that he wanted the premises as a foundry himself. When defendant's came to him, they told him that the hearths wanted taking down. Witness was to put the engine into working order before the 10th. of November 1851, when the premises were entered upon. Part of the stone removed from the hearths had been used in other parts of the premises, but these materials the defendants had not been paid for. He believed the premises had been passed by assignment to Mr. Kinder before the turn of two years, for which they had been taken, had expired. He received notice from Mr. Kinder that the premises would be given up. The notice was put under his door at Stonegravels, no-one being in the house at the time. This was on the 9th. of

November. He not then at Nottingham. He also received a letter by post from Mr. Kinder to the same effect. He did not look for the key, as pointed out in the letter. He went to look at the property, but did not go into the buildings. The tiles in the roof were not pointed, but he did not think the wind would drive the rain in and do much damage. The state of the buildings would certainly be worse if the tiles were off, but this would not make the engine swarthy. When the engine passed into the defendant's use it was in a condition to be put in and out of gear by hand. Witness had come and done a number of repairs for which compensation was sought.

By Mr. Cutts: The entry was done before ??? ????? was out of gear. All the injury done to the engine arising from the gearing being defective was repaired, and forms no part of the claim now made. The hearths were removed before the 10th. of November, when the premises were taken to. They were in treaty for them some three or four weeks before the terms were fully agreed upon. It was distinctly understood that the hearths would want removing. He never took possession of the premises in any way.

Ralph Wharton was then examined. He said he was father of the plaintiff in this action, and was present before and at the time the premises were let. It was distinctly understood that everything was to be replaced, when the agreement was entered into. Cutts and party took the hearths down.

The agreement was put in, which it appeared had been stamped after it had been entered into. The stamp bore a date 27th. October, 1851.

By the Judge: The hearths were removed after the agreement was signed: the tenants removed them, having leave to go on the premises to assist in getting matters ready for entry on the 10th. of November.

By Mr. Cutts: Had looked over charges for repairs and damages, and considered them too small in some instances.

By Mr. Busby: The buildings were not in a dilapidated state, being nearly new. The glass was in some of the windows, but in very few. There was no glass in any now. He was a little interested in the premises, not exactly in the ownership. Was interested in his son's welfare. Had some little money at stake in the premises. Was over the premises in November last, saw the engine. It required no hand gear, if party knew what they were about in using it.

A set of plans was handed in, showing the work required to be done previous to the occupation by the defendants.

There was not a great deal of work to be done, as shown in these plans. He was aware there was a hand forge-hammer on the premises.

Samuel Bacon, mason, was called. He did not assist in pulling down the hearths; he put them up originally. Mr. Cutts and Mr. Johnson, with two or three others pulled them down. There was little or no damage done in pulling them down, as regarding the bricks, which could be used in other work, and he considered them as good as new. It would cost from £7- 0-0d. to £10-0-0d. to erect the hearths, in labour and mortar alone. The foundations cost 5-0d. more. Did not recollect anything about the window-sill. He knew the stone in the well, it might be worth about 4-6d. The one on now is a very good one, worth 20-0d. The boiler bridge was in a state of repair. He was employed about half a day in working at repairs, for which he used about a quarter of a hundred of bricks.

By Mr. Busby: He knew the building before Cutts took it, as he had worked for Mr. Wharton. The roof had some tiles off.

The Judge here observed that there was no charge attempted to be made for decayed timber.

Mr. Kinder put the premises in good repair.

Mr. Cutts said his client was not charging for materials at all, as they would admit they had been used in other parts of the building.

By Mr. Busby: The bricks had been used up in putting up the boiler. He had repaired all damages for Mr. Kinder in November last. ??? ???? ??? on the well was not fit for use: saw nothing amiss with the brickwork.

Mr. William Waller, of Brampton, was then examined with respect to the amount of dilapidations in the premises mentioned. He went over the premises on the 13th. of May. He allowed 5 percent for loss on the bricks, which would come to about 10-0d. He enumerated several other items which he had found in a damaged state. The engine was as bad as it could be as regarding the outside, and it would cost 12-0d. to 15-0d. to clean it, and 5-6d. for the boiler. He could not see what condition the force pump was in, as it would require taking to pieces. It would cost £6-0-0d. to put the engine in such a state as a tenant ought to leave it.

By Mr. Busby: The engine had not been up many years, but it had never been right. It was thickly covered with oil, and he did not think that any wet could get to it, it was so coated. There were 202 panes of glass out of the windows, but whether removed by the defendants he did not know.

William Johnson was called. He was one of the defendants in the action, although he was called by the plaintiff. It transpired that he was not on friendly terms with his former partners, several suits having been brought into the County Court, some of which witness had won, some he had lost. His evidence merely corroborated a few of the facts given by previous witnesses, as to the state of the premises, and the nature of the agreement when entered up.

Mr. Busby then addressed the Court for the defence. He contended that the notice given by Mr. Kinder was a valid one, and that the premises had been properly given up to the plaintiff in November last, and therefore the claim for six months rent could not be maintained. He cited two cases to substantiate his views - that although the premises had passed into Mr. Kinder's hands, the notice to quit was a legal one. He then went over the various facts connected with the dilapidations, etc., which he said had been completely repaired by Mr. Kinder, the premises having been left in as good a state of repair as they were when entered upon, the damage alleged to have been done to the engine having arisen from six months exposure and neglect after the premises had passed out of Mr. Kinder's hands. He characterised the action as a purely speculative one.

James Cutts was examined for the defence - the buildings were agreed for some time in October. The plaintiff was told they were wanted for a foundry, and it was agreed that the hearths should be removed to get ready for entering on the 10th. of November. Nothing was said about their restoration, as they would never be wanted again. The materials were all used up by plaintiff's men. The premises in November last were certainly better than when taken to. The engine had never been finished, and proper gear had never been attached to it to work the pumps. The sledge-hammer had to be used to knock it in and out of working gear, and this had caused a serious loss of time and a number of inconveniences. The machinery altogether was

most defective. He employed no-one before the 10th. of November, as they were all plaintiff's men. Himself and Morell assisted taking down the hearths and the bricks were used for setting the boiler with and other purposes.

Mr. C. Kinder was called - he took to the premises by assignment of the defendants, on the 10th. of September, 1852. He had known the premises before from having been frequently in the neighbourhood. They appeared as if they had been entirely out of use and neglected. He occupied them until the 2nd. of March. He served a proper notice to quit on Mr. Wharton, and never stated that he expected the premises to be occupied after the ??????. He had the buildings put in such a state of repair that he thought it impossible that any fault to be found with them. He tried to give up possession in November last, but plaintiff was not at home. He attempted to put the key under defendant's door, but could not get it under, and he hung it on a nail which he pointed out in a notice which he left, a copy of which he also forwarded by post, which plaintiff acknowledged he received. These premises he had never occupied since November.

Witness was cross-examined by Mr. Cutts, but nothing fresh was elicited.

By the Judge - If witness had never told plaintiff of the assignment it was because he was sure that plaintiff was fully aware of it. He had paid rent, receipts for which he held. The receipts were here put in, but it appeared that they were acknowledgements for money paid in behalf of defendants.

Plaintiff was re-examined by the Judge - He had never had any conversation with Mr. Kinder about the premises, as he objected to him as a tenant, and he never acknowledged him as one.

By Mr. Busby - He had been at Mr. Busby's office on this business, but when he would not acknowledge the assignment, witness was told that he could be done without.

After a brief reply from Mr. Cutts, His Honour carefully surveyed the various points in dispute, and after minutely going into the facts deposed to, he was of decided opinion that the notice from Mr. Kinder was not a legal one, in as much as he never been acknowledged as tenant. Plaintiff should have been legally informed of the transfer by assignment, which had never been done. The claim, therefore, for £20-0-0d., as a half years rent, must stand good. With respect to the other claims, he could not hold the defendants liable for the re-erection of the hearths, as they had been removed before the premises were legally entered upon, therefore the claim for £2-10-0d. for material injured, and the £7-0-0d. for restoring the hearths, with the 10-0d. for making the ground good must be disallowed, making a total of £10-0-0d. The charge for cleaning and restoring the engine must stand good, as the injury had in a good measure accrued from its standing exposed and unattended to since November last till May. He should, however, deduct 25-0d. from the charge for various items, which, with the £10-0-0d., would amount to £11- 5-0d., and this sum taken from the claim of £40-16-6d. would leave £29-11-6d., which he should award as due to plaintiff.