

Derbyshire Times.

Saturday 29th. March 1856

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Inquests before Mr. Busby.

On Wednesday last, at Clay Cross, on the body of Joseph Haywood, labourer, aged 34 years. On the 11th. inst., deceased was working in a gateway of a coal-pit at Woodthorpe, when the roof fell upon him and killed him. It appeared that deceased had not sufficiently propped the roof of the gateway, otherwise the accident would not have occurred. Verdict, "Accidental Death".

On the same day, at Tibshelf, on the body of Edward Watson, labourer, aged 20 years. On Wednesday the 19th. inst., deceased was working in a coal-pit at Tibshelf, when a stone about a ton weight fell upon him from the roof of the pit and killed him. Verdict - "Accidental Death".

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Staveley.

Last Monday the colliers working at the Speedwell Pit, belonging to R. Barrow, Esq., turned out for an advance of wages. They returned to work on Wednesday at prices which, it is to be hoped, will prove satisfactory to the men.

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Robbery near Sheffield.

On Thursday last information was received by our vigilant superintendent of police, Mr. Radford, that on the night of the 1st. of April 11 pigs of lead had been stolen from an outhouse at Owlter Bar, near Sheffield. The pigs were marked "Middleton Dale" on the one side, and "Rawson, Barker and Co.", on the other. The police have made enquiries at places in Chesterfield where it is likely the lead may have been offered for sale. Hitherto, however, their efforts to discover traces of the stolen property have proved unsuccessful.

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Mill-Town Lead Mining Company.

A Special General Meeting of this Company was held at the Commercial Inn, Chesterfield, on Wednesday the 26th. ult. The meeting was called for the purpose of disposing of the remaining 270 new shares, and for fixing the time for payment of the last call of 5-0d. per share.

60 shares having been allotted to one shareholder, the Secretary was directed to allot the remaining 210 shares to those holders of new shares who had accepted them, and that they should be allotted and distributed in equal proportions, with the new shares which they at present hold.

It was agreed that the calls of these shares now allotted, amounting to 15-0d. each, be paid on or before the 10th. of the present month, and that the remaining call of 5-0d. per share, made on the new shares, be payable on the 10th. inst., instead of the 25th. of May, as agreed upon at a previous meeting.

The meeting resolved that additional capital of £1,200 be raised for completion of works, and sinking down to the toadstone; and that 1,200 new shares be issued at £1 each, to be proportionally ????? amongst the holders of the existing original and new shares; and that the script for the new shares be issued even at 3 share scripts.

It was further resolved that a deposit of 5-0d. per share be paid on the new shares, on or before the 10th. of May next; and that in case any of the new shares so allotted be not taken up, and the deposit paid on or before that day, they shall be at the disposal of those shareholders who have taken up their proportions and paid the deposit.

Power was given to the committee to erect a crusher to be attached to the engine, and other apparatus, for the purpose of preparing the lead ore for the market.

A report was read from the manager of the Company's mines, in Ashover, stating that he was now engaged in making a bigging floor at the bottom of the engine shaft, in order to facilitate the next bargain in sinking. In the South Torfield, the water was lowering, but very slowly. Here the South Vein was tolerably good; but the North Vein was broken and poor. In the North Torfield, a company of miners were at work sinking two turns through a barren portion of ground which lay on the pipe. The future prospect in the sinking looked favourable. At the works, they were now engaged in dressing ore, which was expected to be ready to sell by the 10th. inst. The ore was in a rough state, and amounted to about 50 or 60 loads. The report concluded with suggesting that a grinder worked by steam, would be a great utility to the mine.

A vote of thanks was passed to the Chairman, and the meeting separated.

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Fatal Accident.

An accident occurred at Heath, on Tuesday last to a boy named Geo. Clay, aged 10 years. The deceased, who has lately been working near that village as a collier, having incautiously approached too near the edge of a coal pit, near Heath, he fell down the shaft and was killed. An inquest has been held on the body, but at present it stands adjourned.

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Pit Accident.

On Friday evening an accident occurred at the West Staveley Colliery works by which Charles Harrison sustained a fracture of the right arm. In company with two others, he was descending the pit shaft, when his arm became entangled in a chain attached to the ascending chair, and before the machinery could be stopped, he was crushed against the side of the pit.

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Saturday 19th. April 1856

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Inquests before Mr. Busby.

An adjourned inquest was held on Tuesday on the body of George Clay, a boy of about 10 years of age, who had been accidentally killed at Messrs. Goodwin's coal-pit, at Heath. From the evidence it appeared that on the 8th. instant, while Clay was leaning against a coal box, near the pit, a pony which was drawing a "corf" ran against the horse box, and knocked deceased backwards upon the bridge across the mouth of the pit. He endeavoured to save himself by striving to catch hold of the bridge, but his efforts were fruitless, and he fell to the bottom of the shaft. Verdict, "Accidental Death".

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Knowles and Others v. Warren.

In this case Messrs. Knowles, Clayton and Briddon, coal-masters, &c., sued the defendant, Joseph Warren, who resides at Newbold, for the sum of £41-13-0d. for bricks sold and delivered to the defendant. £12 had been paid into court by the defendant, and a set-off of £32-13-0d. for damages sustained by the defendant was put in as satisfaction of the plaintiff's claim.

Mr. Cutts appeared for the plaintiffs, and Mr. Busby for the defendant.

Mr. Busby, in stating his client's case, said the defendant was a tenant from year to year by agreement of certain land in Newbold. Knowles had taken a part of the land for the purpose of getting the coal. Warren of course expected compensation for the amount of the property he had in that land, in the shape of tenant right, &c., and he (Mr. Busby) understood that the plaintiffs only disputed whether they were liable to pay the damages for the property they had destroyed in that land. Now, as regarded that liability, it was a point of law whether the plaintiffs must repay the defendant for taking and destroying his property which was in the land. Warren had tillages for which, as an outgoing tenant, he would have a right to claim compensation; and if the plaintiffs had destroyed that property, then undoubtably they were liable to pay the defendant as long as he retained possession of the land, a certain sum of money. There was no agreement as to the precise amount to be paid for compensation, and Mr. Warren, of course, considered it would be the usual compensation made in such cases.

His Honour: I cannot understand how a man's land can be taken possession of, with all that is in it, without an agreement.

Mr. Cutts said the custom of the neighbourhood was to pay double rent, which included all the purposes of damages, &c.

Mr. Busby said, that was not the custom of the neighbourhood, and he called Mr. W. Goodwin, mineral surveyor, to prove his statement.

Mr. Goodwin: on being examined said, it was a rule amongst colliery proprietors to agree for double rental, and at other times a fixed sum was agreed upon. Every case in which he (witness) had been concerned an amount had been paid for damages, in addition to the double rental, which he believed to be a general rule. He had only known of one instance to the contrary, and that was under an agreement. He could mention fifty cases which bore out his statement.

This was Mr. Busby's case in support of the set off.

Mr. Cutts for the defence(?) observed that the claim had been in existence for several years, no claim having been made for tillages on the first entry of his client's who, up to Michaelmas, 1854, had been going on for two or three years, using the land without having paid a sixpence for tillages, but had paid the damages in the charge of double rental from time to time, as they went on. But now it so happened, that the plaintiff wanted money from the defendant, who no doubt thought it a very favourable opportunity for resisting the plaintiffs by

pleading the set off, which had been put in. He (Mr. Cutts) was fully of opinion, that if his Honour let in the principle of tillages, a door would be open for litigation, which would be on its hinge for ever - it would never be shut. There was not the slightest pretence to make a claim of this description - the loss of the coal was no loss of the land. It was only fair to presume, that the lessor or his tenant had come to some arrangements, because no lessor could go and get coal without the tenant's permission, and his clients were not tenants of the land, but simply tenants of the coal. Their business was to remove the soil, and there was no complaint that they had not done all that was necessary - they had put the soil in a heap, so that it might be ready to be replaced when the coal had been got out of the land.

In reply to the interrogation of the Judge, Mr. Cutts said, there was no agreement between the parties, if there had ever been one in existence, it was now lost.

Mr. Busby said, as far as Mr. Warren was concerned, it was a trespass.

His Honour said if it only came to the question of what was reasonable compensation, Warren could make his own terms.

Mr. Cutts said his clients had paid other men at so much an acre, and he should give evidence where, in a number of instances, the payment of double rental met all other liabilities.

His Honour said he did not see how this case could open a door to litigation - the plaintiffs were in the defendant's land, and they did not even know how they got there, therefore this was an exceptional case. In nine cases out of ten the agreement of entry would contain the terms.

Mr. Cutts submitted that his clients must be assumed to be in legal possession, as their right to be there had never been disputed.

Mr. George Hoskin was then called. He said he was a coal-master and had been concerned in two collieries for upwards of five years, during which time he had never had any claim made upon him for tillages. He had never paid more than double rental under four different landlords.

By Mr. Busby: Had worked land under Sir Henry Hunloke: had worked grass land, and had never been charged for tillage: had broken into wheat crops, and had paid for the crops, but had never paid for tillage, manure dressings, or anything of the sort.

His Honour: According to that then a man for a very bad piece of grass land gets as much as a man who has a piece in a very high state of cultivation?

Witness: That depends on agreement.

By Mr. Busby: He (witness) was a partner with Mr. Knowles in a colliery at Boythorpe.

Mr. John Richardson, mineral agent and manager of the Wingerworth Coal Company's works, was then called. He said he had managed works of that kind for upwards of twenty-five years, and did not in his experience, know of a single instance where a man had been paid for tillages. The Wingerworth Company objected to it, because in some cases, if a tenant knew his land was going to be taken, he would dress it and make preparations for a large claim for tillages.

Mr. Wm. Booker, coal-master, said it was only usual to pay for corn crops.

Mr. Knowles, one of the plaintiffs, said during twenty years experience in collieries, he had never paid anything for tillages.

His Honour said, the question was - what did the tenant lose? He claimed double rent, but that was independent of crops, and was simply for the inconvenience &c., that was caused to the tenant by making a road and other things necessary for getting the coal. He (His Honour) could not see that the recompense of double rent could therefore be taken into account, as being for tillages. It had been very properly put by Mr. Busby; suppose the landlord gave his tenant notice to quit, and the plaintiff came in and paid him his double rent for the last half-year, that would deprive him of taking it from the incoming tenant or the landlord, and thus he would lose his tillages. He (His Honour) thought it was not material whether the land was taken for getting coal or anything else. As far as the out-going tenant was concerned, he had been to the same expense and it was quite sufficient for the tenant's purpose, that he was deprived of his land, and therefore his profits in that land. He could not think it was unreasonable to claim the tillages - tillages were for the encouragement of good husbandry, and therefore the tenant should be satisfied to claim for tillage, if it was the custom of the country for the improvement of husbandry, and as an incentive to superior agriculture. As far as Hoskin's opinion was concerned, it was evident that he was interested in the case, being identified as a partner of Mr. Knowles's, whose interest therefore was identical with the defendant's(?). The parties in this case had taken possession of the defendant's land without an agreement, and they did not even know how they got there; but all admitted that the land should be given up, on the parties making a reasonable recompense as was usual in those cases, and the question now was what was reasonable? Mr. Goodwin on one side gave the court what he considered reasonable terms, and then there were witnesses on the other side leaving out Hoskin; the other witnesses gave the court the benefit of their experience, to the effect that they had never known an instance where tillages had been paid for. Then, after taking the evidence of Goodwin on one side, and the other witnesses on the other, came the question, with all its difficulties, on him (His Honour) to say what was reasonable recompense. Now, if the land was given up to the outgoing tenant upon his engaging with the other to pay for it, then the parties admitted it and would, of course, pay for the crops; but this claim was for managing the land, dressing, &c. Then what could it matter who took the land from the tenant, whether landlord or incoming tenant. He could not see, therefore, that the plaintiffs in this case could object to pay the defendant for his tillages, especially when they had entered without any agreement - Verdict for the defendant.

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Accident.

On Friday forenoon a serious accident occurred to a collier, named Samuel Roper, employed in the coal-pit of Messrs. Clayton, Knowles, and Bridden, at Upper Hasland. It appears that some of the workmen had been engaged in propping the sides and roof of the excavation which had been made in the pit, and Roper was engaged in driving in one of the "punches" when a large quantity of "bind" fell upon him from the roof, striking his left shoulder in its descent, and crushing his leg and ankle in a dreadful manner. He was conveyed to the hospital at Chesterfield as speedily as possible, and it was found that his leg was so severely injured as to render amputation necessary. The chloroform being administered, the operation was performed by Mr. Smith, assisted by other professional gentlemen.