

**Mr. Woolgar of the North Staffordshire Railway Company**

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“OXFORD CIRCUIT  
STAFFORD, MONDAY, JULY 18  
(Before a Special Jury.)

WOOLGAR V. OUTRIM.

Mr. Whiteley, Q.C., and Mr. Kennedy appeared for the plaintiff, and Mr. Keating and Mr. Scotland for the defendant.

The plaintiff in this action, Mr. Woolgar, was a servant in the employ of the North Staffordshire Railway Company, and the defendant, George Outrim, was a clerk in the service of Mr. Alderman Copeland and chief bailiff of Stoke-upon-Trent. The action was in trespass, and was brought to recover damages for breaking and entering the plaintiff's house and damaging his furniture.

The plaintiff said, he had taken a house of the defendant as a tenant from year to year, and was to pay at the rate of 8L. per annum. The tenancy commenced on the 31st of January 1850, and on the 4th of November following the plaintiff paid his rent, and received from the defendant a receipt for 4L., “for half a year's rent of house &c”. On 28th July 1851, he received from the defendant a receipt for 6L., “for three quarters' rent of house &c”. On the 12th of November, 1851, he received a receipt for 4L., “for six months' rent of house &c.”, and on the 2d of June 1852, he received a further receipt from the defendant for 4L., “for six months rent of house &c.” The defendant treated the tenancy as a monthly tenancy, and wishing to get rid of the plaintiff as his tenant, he gave him one month's notice to quit. This notice expired on the 30th of December, 1852; but as the plaintiff still kept possession, the defendant applied to the justices, under the 1st and 2d Victoria, c. 74, and obtained a warrant directing the constables of the district in which the house was situated to enter into the premises, and give possession of the same to the landlord. This was accordingly done, and the plaintiff's furniture was put out into the street. It was for the damage thus occasioned that the present action was brought. It was admitted that the proceedings before the justices were quite regular, and that the single question at large was whether the tenancy was a monthly or a yearly tenancy. The action had been originally brought in the county court, but it was removed into a superior court at the instance of the defendant, and was now tried by a special jury.

The defendant was called, and distinctly swore that he had not let the house to the plaintiff upon a yearly tenancy, and said he had let it to him by the month. Other evidence was given, but the case turned substantially upon the credit to be given to the parties to the suit.

Mr. Justice COLERIDGE having summed up the evidence, the jury gave their verdict for the plaintiff – Damages 30L.”

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