

# Staffordshire Advertiser

## 16 February 1856.

**HARPER v. MARTIN.**—The plaintiff claimed £2 for balance of rent of a house and croft on Uttoxeter Highwood, held up to the year 1852 under the plaintiff by one Francis Harper, and which on his death the defendant took to. No definite agreement had ever been entered into as to the rent, £13 being paid by deceased, Frederick Harper, during his lifetime, and on one or more occasions the same sum having been paid to the plaintiff by the defendant. He now claimed the extra £2, on the ground that he had, between Christmas, 1853 and 1854, arranged with Martin that the rent was to be £15 instead of £13, in consideration of certain improvements made on the property, but to which arrangement the defendant had never agreed, or at least had never intimated his dissent or entered into any written contract. His Honour said that the plaintiff telling defendant in the middle of a year that he must raise his rent to £15 would not render defendant liable for that amount, unless he had been a party to an agreement to be bound by it, and it was clear on both sides that no such agreement had been entered into, and that therefore the old one for £13 a year must remain binding. Judgment for defendant, with costs.