

MEMORANDUM.

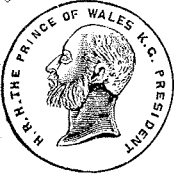
Silver Medals Awarded for Ship Carpentry.

APPERLEY BRIDGE,
and SHIPLEY.

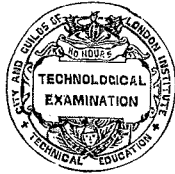
July 13th 1900
~~Dec 14th~~
~~W.H. 14th~~



First Prize, 1898.



First Prize, 1899.



Mr. De Bute
Chief Inspector
Wharfedale

From G. E. RAMSEY,

Estimates Given.

Repairs promptly attended to.

BOAT BUILDER AND REPAIRER.

Dear Sir/ your favour of the 12th inst. referring to your note of the 24th of Jan. It is most unusual notice after the event and the charge therein been so unceremoniously made me think that you could not be in earnest. I wish call your attention to your favour of the 5th of Jan. 1875. in which you state that the Dock was closed on Dec. the 17th 1874. & opened in May the 3rd 1878 which is 28 years ago but you do not know what the settlement was. but referred me to Mr. White. I have not thought it necessary as I have the knowledge that there has been no charge made for water since so if the Canal Co had not the right to charge for water then I cannot see that they have the right to charge for it now. The Canal Co. will have to give me reasonable notice and prove to the satisfaction of my solicitor that they have a right to do so. before I can acknowledge liability I shall be very pleased to meet you & Mr. White if you can make such an appointment to talk the matter over in a friendly manner yours truly G. Ramsey

Copy.

Leeds & Liverpool Canal Company,
Commercial Bank Buildings,

BRADFORD 28th July 1905.

Dear Sir,

Mr White has handed me your letter to Mr Bateman of the 13th instant and conferred with me in regard thereto.

You are under a misapprehension as to your rights. You have only occupied the boat-yard yourself for a short time and whatever period the Dock may have been filled by previous tenants, without payment, would not give them or you any prescriptive right.

The amount which Mr White has asked you to pay, viz:- 10^s/- each time the Dock is run off is a reasonable sum, having regard to the cost of the water supply to the Company, and unless you are willing to agree to pay this amount in future, I am instructed to give you notice to discontinue using the water of the Canal for the purpose of filling the Dock.

Yours truly,

F. H. HILL,

H.K.

Mr G. E. Ramsey,
Boat Builder,
APPERLEY BRIDGE.

ENCLOSURE.....

Telegrams, "ARMITAGE, SOLICITOR, LEEDS"

ARMITAGE & SPEIGHT,
SOLICITORS.

J. H. ARMITAGE, B. A.
Commissioner for Oaths.
DAVID E. SPEIGHT.

TELEPHONE No 1784.

5, Greek Street,
PARK ROW,
LEEDS.

16th August, 1905.

Dear Sir,

The copy letter dated the 28th. July 1905 addressed to our client, Mr. C.E. Ramsey, Boat Builder of Apperley Bridge has been handed to us.

We have enquired carefully into this matter and we should be glad if you would give us further information relative to the claim of the Canal Company.

What we understand is that this Boat Yard formerly belonged to a family of the name of Jowett, that Mr. Jowett enjoyed uninterrupted user of the canal water for a period of at least twenty eight years, that this property was conveyed to the local District Council without any reservation by Jowetts and the local District Council have agreed to convey the same to our client without reservation.

You will quite see that our client carrying on the business of Boat Builder etc., would not have purchased these premises or agreed to purchase them and take possession of them with any doubt whatever as to his rights to use the dock in the ordinary way.

We understand that your firm acted for Jowetts and also for the District Council who have now the legal estate in the property and you must therefore be thoroughly cognisant of what has taken place in

connection with this matter.

We ask you therefore in all fairness to state, in view of the information in connection with Jowetts which must be before you, to inform us exactly on what you base your rights to make a charge to our client respecting the user of the dock in the ordinary way.

Upon hearing from you we shall then hope to be in a position to advise our client with regard to this claim.

Yours truly,

Armitage Wright

F.H. Hill Esq.,

Leeds & Liverpool Canal Company,

Commercial Bank Buildings,

BRADFORD.

Copy.

Leeds & Liverpool Canal Co.

Commercial Bank Buildings,

Bradford 18th August 1905.

Dear Sirs,

SHIPLEY DOCK.

On my return to the office I find your letter of the 16th instant in regard to this matter. The Dock with other property, was sold and conveyed by the Trustees of the Will of the late Mr James Atkinson Jowett to the Shipley Urban District Council in 1904. We acted for the Vendors and we believe also for the Purchasers in the transaction. The Vendors could only convey such rights as they had in regard to the Dock and the Conveyance did not contain a grant of any right to fill the Dock from the Canal. Whatever user former owners or tenants of the Dock enjoyed of the Canal Water for this purpose was by the sufferance of the Company, and no prescriptive or other right can be claimed against the Company by reason of uninterrupted user, as the Canal Company are precluded by Statute from using the water except for Canal purposes. It was doubtless a convenience for facilities to be provided at Shipley for repairing boats, and on this account the filling of the Dock from the Canal without payment may have been overlooked by the Company's Officials.

Messrs Armitage & Speight.

Within recent times it has become much more important that the water supply of the Company should be more carefully safeguarded and unless therefore your Client is prepared to pay the small sum asked for the privilege of filling the Dock from time to time the Company will have no alternative but to take such steps as may be necessary to prevent the use of the Canal water. I shall be glad, however, to hear that you are prepared to - recommend your Client to pay the acknowledgment asked.

Yours faithfully,

FRANK H. HILL.

Messrs Armitage & Speight,
Solicitors,
5 Greek Street,
Park Row,
Leeds.

ENCLO.....

Telegrams, "ARMITAGE, SOLICITOR, LEEDS"

ARMITAGE & SPEIGHT,
SOLICITORS.

J. H. ARMITAGE, B.A.
Commissioner for Oaths.
DAVID E. SPEIGHT.

TELEPHONE N^o 1784.

5, Greek Street,

PARK ROW.

LEEDS.

21st August, 1905.

Dear Sir,

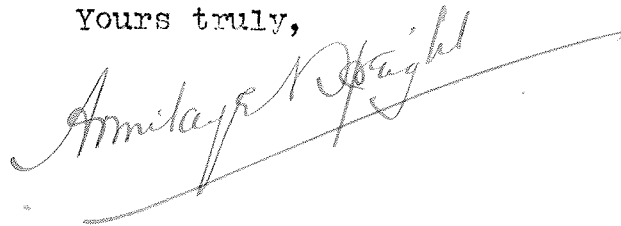
Shipley Dock.

We are in receipt of your letter of the 18th. inst., We have written to our client to see us upon the matter, and we think that after seeing him we shall have to ask for an interview with you.

The charge presents itself to our client as a very serious matter indeed, and he is very much worried after the statements which were made to him, that this should have come forward at the present time.

We do not at the moment discuss the legal points in your letter as we should like to see our client upon the matter before doing so.

Yours truly,

A handwritten signature in cursive script, reading "Armitage & Speight", written over a horizontal line.

Frank H. Hill, Esq.,

Enclo.....

Telegrams, "ARMITAGE, SOLICITOR, LEEDS."

ARMITAGE & SPEIGHT,
SOLICITORS.

J. H. ARMITAGE, B. A.
Commissioner for Oaths.
DAVID E. SPEIGHT.

TELEPHONE N^o 1784.

5, Greek Street,

PARK ROW,

LEEDS.

31st October, 1905.

Dear Sir,

Shipley Dock.

Referring to your letter of the 13th October, we may say that since our Mr. Armitage's interview with you he has been prosecuting enquiries with regard to this matter, and it is impossible with his present information to advise our client as to what is his proper course in this matter.

We wish you could see your way, seeing that your firm acted for Mr. Atkinson Jowett, to give us more information. If you have anything which would enable us to advise our client as to what is his legal position, there does not seem to us to be any reason on the part of a large Company like yours that this should be kept back.

Our Mr. Armitage informed Mr. Hill of the information that was given to us before buying, and we must again point out that after the assurances of Mr. Atkinson Jowett to the Urban District Council, and the Urban District Council to our client that it would be indeed a very great hardship for our client to have to pay a sum of money which was never anticipated.

On December the 17th 1877 the Canal Company blocked up the entrance to the dock, and this was opened out on May the 2nd. 1878.

F.H.H.L.

We are instructed that Mr. Atkinson Jowett paid nothing to the Canal Company at the time, and has paid nothing since.

The dry dock seems to have been made at the very same time that the Canal was constructed, and you must have in your possession information which would enable us to settle the rights of the parties without putting them to any expense or litigation.

We request you now to let us have that information which must be in your possession, and immediately upon having the full facts placed before us, we will consider the same and advise our client accordingly.

Yours truly,

Amilaya W. Spaight

Frank H. Hill Esq.,

Leeds & Liverpool Canal Co.,

Commercial Bank Buildings,

B R A D F O R D.

ENCLO.....

Telegrams, "ARMITAGE, SOLICITOR, LEEDS."

ARMITAGE & SPEIGHT,
SOLICITORS.

J. H. ARMITAGE, B. A.
Commissioner for Oaths.
DAVID E. SPEIGHT.

TELEPHONE N^o 1784.

5, Greek Street,
PARK ROW,
LEEDS.

17th November, 1905.

Dear Sir,

Shipley Dock.

We duly received your letter of the 8th inst., respecting which we have been making further enquiries.

We think that you must have been misinformed with regard to the assurances that were given in respect of the right of the Purchaser of this property to use the water from the canal.

Our client had statements made to him which certainly led him to a very different conclusion and the same were repeated before our representative.

Your whole letter, however, does not touch the point which we should like to have settled before advising our client, namely, the tenure and rights of the Atkinson Jowett family for whom your firm acted.

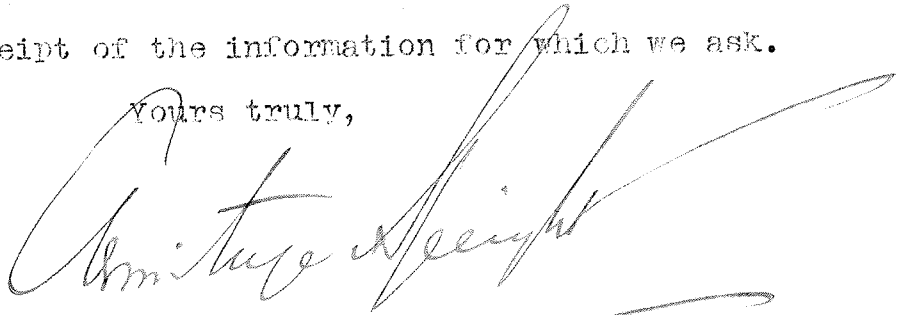
So far as we understand this land was originally bought by the Canal Company from the Atkinson Jowett family and the dispute arose about twenty eight years ago in respect of the user of this water, and from that time forward Messrs Atkinson Jowett, we understand, were not interfered with by the Canal Company in any shape or form.

F.H.H.l.

We are sure that you will admit that here is a case for enquiry by us before we can advise our client to pay, and as the Canal Company is a powerful body who have received statutory rights to the privileges of an important monopoly at this particular place, and as our client is anxious to avoid any trouble with them, we again suggest that far more information can be given than is contained in your letter.

In the meantime our client will continue to use the water pending the receipt of the information for which we ask.

Yours truly,

A handwritten signature in cursive script, appearing to read "Amity Wright". The signature is written in dark ink and is positioned below the typed text "Yours truly,". Below the signature is a long, horizontal, slightly wavy line that spans across the width of the signature.

Frank N. Hill Esq.,

Dear Sirs,

SHIPLEY DOCK.

I have received your letter of yesterday's date.

I have given you all the information that I have been able to obtain in regard to the purchase by the Shipley Council from Mr James Atkinson-Jowett's Trustees.

My firm acted for the Council in this transaction, I suppose with the view to saving them expense, but are not their regular solicitors. You say that statements were made to your clients with regard to the user of the Dock in the presence of your representatives but you do not say who made them. I presume you refer to the Clerk or some representative of the Council. I have already informed you that for whatever statements may have been made to your clients by the Council no responsibility can be accepted by Mr James Atkinson-Jowett's Trustees and of course none can be accepted by the Canal Company.

For the purposes of argument I am prepared to admit that the Dock was filled with water from the Canal by the successive tenants of the Atkinson-Jowett family for many years, but this does not carry the matter any further as no prescriptive right could be claimed against the Canal Company to fill the Dock with water.

I think I have now given you ample time to pursue any enquiries you may think fit to make and as I have given you all the information in my possession, no useful purpose will be served by prolonging the correspondence and your client must make up his mind definitely as to what course he intends to take as far as the Canal Company are concerned. If he is prepared to give up any claim he may think he is entitled to, as of right, to fill the Dock with water from the Canal, the Company may be prepared to meet him to some extent by reducing the charge on condition that the emptying of the Dock is limited.

Unless I hear from you in the course of next week that your client is prepared to abandon his claim of right my only alternative will be to instruct the Company's Engineer to block up the entrance to the Dock.

Yours truly

FRANK H. HILL.

Messrs: Armitage & Speight,
Solicitors,
5. Greek Street,
Park Row,
L E E D S.

MEMORANDUM.

7th December 1905.

SHIPLEY DOCK. Late Richard Halliday's.

Mr Lindow says that he has ascertained from Mr Hindle that many years ago an arrangement was made between Mr Jowett as owner of the Dock and Mr Fison as representing the Canal Company that the Canal Company should have the stream which flows into the Canal from the Jowett Property and that in return the Canal Company ~~and that in~~ ~~return the Canal Company~~ should supply water to the Dock free of charge. The Shipley Council think the purchaser of the Dock should still have the benefit of this arrangement.

The sale of the Dock has not yet been completed and the Purchaser looks to the Council to support him in the matter.

ILKLEY WELLS HOUSE SHARES.

Mr Harris says that he is going to London and will have the Transfer of the Shares to Mr Hill carried out while there.

Telegram, "ARMITAGE, SOLICITOR, LEEDS"

ARMITAGE & SPEIGHT,
SOLICITORS.

J. H. ARMITAGE, B. A.
Commissioner for Oaths.
DAVID E. SPEIGHT.

TELEPHONE NO 1784.

5, Greek Street,
PARK ROW,
LEEDS.

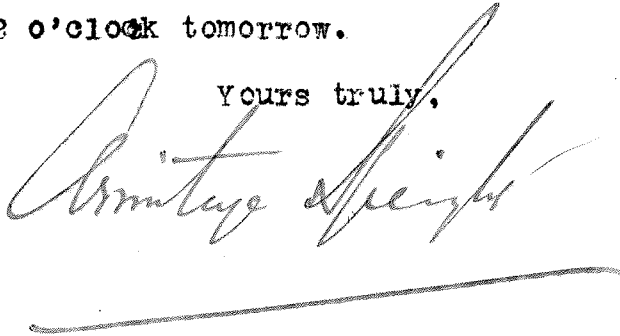
7th May, 1906.

Dear Sir,

Shipley Dock.

We beg to confirm the appointment
for 12 o'clock tomorrow.

Yours truly,

A handwritten signature in cursive script, reading "Armitage & Speight". The signature is written in dark ink and is positioned below the typed text "Yours truly,". A horizontal line is drawn below the signature.

Frank H. Hill, Esq.,
Commercial Bank Buildings,
Bradford.