

'Hardaker, James Ltd and Payne & Payne'

Publication/Creation

1909

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HARDAKER, JAMES LTD. AND PAYNE & PAYNE, HULL

1909

Telegrams: "PAYNES, SOLICITORS, HULL"
Nat. Telephone No 211x.
Cor. Tel. 423

PAYNE & PAYNE,
SOLICITORS.

J. HERBERT PAYNE,
FRED C. PAYNE,
COMMISSIONERS FOR OATHS.

AND AT COTTINGHAM.
NAT. TELEPHONE NO 7Y.

HANOVER HOUSE,
ALFRED GELDER STREET,
HULL.

8th October 1909.

Messrs Epworth & Co.

Dear Sirs,

J. Hardaker Ltd A/c.

We are in receipt of your letter of yesterday's date enclosing cheque value £15. 15. 0 in payment of the balance owing to our Clients and we enclose herewith our Clients Account duly received.

Yours faithfully,

Payne & Payne.

H.N.

Telegrams: "PAYNES, SOLICITORS, HULL".

Nat. Telephone No 211.c.

COR. TEL. 423
PAYNE & PAYNE,
SOLICITORS.

J. HERBERT PAYNE,
FRED C. PAYNE,
COMMISSIONERS FOR OATHS.

AND AT COTTINGHAM.
NAT. TELEPHONE NO 7Y.

HANOVER HOUSE,

ALFRED GELDER STREET,

HULL.

7th October 1909.

Messrs Epworth & Co.

Dear Sirs,

J. Hardaker Ltd Account.

We are in receipt of your 2 letters
of yesterday's date, and await a further
letter from you before replying.

Yours faithfully,

James Payne

S+JP

TELEPHONE-1466 HOLBORN.

3

South Eastern and Chatham Railway.

GOODS MANAGER'S OFFICE,

6, Holborn Viaduct.

London. 6th Oct 1909.
E.C.

PLEASE REFER HERETO IN YOUR REPLY
C/509388

F. H. DENT.
Goods Manager.

Messrs Sawbroughs Wellcome & Co
Holborn Viaduct
Gent^m. - EL

re Marble Vases from Hull.
Messrs Epworth's Claim £20.

Confirming the conversation my representative had with you Mr Parker this morning - I am instructed by the Contracting Carriers to offer the sum of £2.10.0 (two pounds ten shillings) in settlement of this matter - without prejudice. Upon hearing you are agreeable to accept this sum I will arrange for payment to be made to you accordingly.

Yours truly,
F. H. Dent
Per [Signature]

Enclosure

duplicate

S.M.

60 Newman Street,
London, W.

7th October 1909

Dear Sirs,

Confirming ours of yesterday's date, although we are loath to believe that the vases can be restored to their original value, we agree to accept the offer made by the South Eastern Railway on behalf of the contracting carriers to our clients, to settle the matter. We, therefore, send you our cheque, value Fifteen guineas, and as we have not received acknowledgment of our previous cheque for Fifteen pounds, we shall be glad if Messrs Hardaker will now send us receipt for the £30 : 15 : - (Thirty pounds fifteen shillings).

Yours faithfully,

Messrs Payne & Payne,
Hanover House,
Alfred Gelder Street,
Hull.

S.M.

duplicate

6th October 1909

Dear Sirs,

Since writing our previous letter of to-day, we have learned that a representative of the South Eastern Railway has called upon our Clients and promised to write an offer to settle the matter. If this be so, and the offer is satisfactory, we will send you cheque to-morrow.

Yours faithfully,

Eynath Ho
per S

Messrs Payne & Payne,
Hanover House,
Alfred Gelder Street,
Hull.

S.M.

duplicate

60, Newman Street,
London, W.

6th October 1909

Dear Sirs,

Jas. Hardaker Ltd Account

=====

Replying to yours of the 5th October, your Client insured the goods at our request and at our cost but apparently in his own name, and we are informed that therefore he is the insurer and is the person who must make the claim. Immediately we ascertained that the goods were damaged, we advised Messrs Hardaker, and later on the 30th July we wrote to them stating that the damage was assessed by our buyer at £25 and stated " . . . which amount you must please claim at once from the Insurance Co."

On the 7th August Mr Hardaker wrote to us stating that he had seen the Railway Co. regarding the claim, and that the proper thing to do was for us to see the South Eastern Railway for them to inspect the goods and for us to put our claim in.

We accordingly saw the Railway Co. and after a long delay we were informed by the Railway Co. that as we do not appear either as senders or consignees the carriers cannot legally recognise us.

On the 16th September we wrote Messrs Hardaker Ltd. again requesting them, as the contracting parties in this matter, to claim on our behalf on the Hull and Barnsley Railway Co.

Will you please let us have now a copy of the claim or claims which have been made by Mr J. Hardaker or Messrs Hardaker Ltd. upon the Insurance Co.

Upon having definite information as to precisely what has been done, the whole matter shall have immediate attention.

Yours faithfully,

Epworth Ho
per S.

Messrs Payne & Payne,
Hanover House,
Alfred Gelder Street,
Hull.

Telegrams: "PAYNES, SOLICITORS, HULL."
Nat. Telephone No 211c.
Cor. Tel. 423.

PAYNE & PAYNE,
SOLICITORS.

J. HERBERT PAYNE,
FRED C. PAYNE,
COMMISSIONERS FOR OATHS.

AND AT COTTINGHAM,
NAT. TELEPHONE NO 7Y.

HANOVER HOUSE,
ALFRED GELDER STREET,
HULL.

5th October 1909.

Messrs Epworth & Co.

Dear Sirs,

Jas. Hardaker Ltd Account.

Our Clients have handed us your letter of the 2nd inst, and have, we believe, forwarded you a receipt for the cheque enclosed therewith.

Our Clients are not content to wait for a settlement of the account until you settle your claim against the Railway Company. Our Clients insured the goods at your request, at your cost and as your Agents. They will be quite willing at any time at your expense to take such steps as you may request with reference to such insurance. Our Clients did notify the Insurers immediately on receipt of your letter stating that the goods were damaged.

Be good enough therefore to let us have your cheque for the balance of our Clients' account, otherwise we shall have no alternative but to place the matter in the County Court.

Yours faithfully,

James Payne

Duplicate

2nd October 1909.

Dear Sir,

We are this morning in receipt of a lawyer's letter demanding payment of your account and a threat of legal proceedings.

We send enclosed cheque for £15-0-0. The balance of your account will be dealt with when the claim for damage is settled. We have been corresponding with the Railway Company as suggested by you in your letter of 7th August for nearly two months without result.

You yourself took out the Insurance policy upon the goods and we have the receipt made out in your name as per attached copy.

The Insurance Co. therefore are responsible to you as the contracting party for the damage and as we wrote you in the first instance you were to immediately advise the Insurance Co. of the claim.

Yesterday a representative of the S.E. & G. Railway Co. (who have been in communication with the Hull & Barnsley Co. - the Insurance Co.) called at our clients office and stated that you should have notified the Insurance Co. immediately on receipt of our letter informing you that the goods were damaged as you were the Insurer, the insurance receipt being made out in your name and you having paid the premium.

We think this matter can be cleared up only by your giving your personal attention to it and we shall feel obliged by your doing this with the Insurance Co. immediately.

Yours faithfully,

Epworth & Co.,
per

Mr James Hardaker,
15 Wright Street,
Hull.

Telegrams: "PAYNES, SOLICITORS, HULL"
No. Telephone No. 211.c.
Cor. Tels. 423.

PAYNE & PAYNE,
SOLICITORS.

J. HERBERT PAYNE,
FRED C. PAYNE,
COMMISSIONERS FOR OATHS.

AND AT COTTINGHAM,
NAT. TELEPHONE NO 7Y.

OCT 2 1909

HANOVER HOUSE,
ALFRED GELDER STREET,
HULL.

1st October 1909.

Messrs Epworth & Co,
60 Newman Street,
LONDON,
W.

Sirs,

We are instructed by Messrs James Hardaker Ltd ,
Removal Contractors of this City, to apply to you for payment of
the sum of £30 : 15 : 0 due from you to them. Unless we receive
the above amount together with 6/8 for our Costs on or before
Tuesday next, we are instructed to commence legal proceedings
against you for the recovery thereof without further notice.

Yours faithfully,

James Payne.

Debt	£30 : 15 : 0
Costs	<u> 6 : 8</u>
Total	<u>£31 : 1 : 8</u>

Duplicate.

60. Newman Street.

LONDON. W.-----

30th. Sept. 1909

Dear Sirs,

We are in receipt of your letters received last week, and have to inform you that we are still pressing forward our inquiries in this matter and will write you further on Monday next.

Yours faithfully,
EPWORTH & CO.
per

Messrs. James Hardaker Ltd.,
15. Wright Street,
HULL.

TÉLÉPHONE 268.92
LIFT



HÔTEL RAYNAUD
20, RUE D'ANTIN
PARIS

Sept-27-04

Dear Mr. Parker.

The enclosed have been following me about the Continent

for a week.

Re Huginette. Stockholm, bill of lading enclosed (1.) will you kindly see this through for me if it has arrived & send Llewellyn for the case (a small one) - He can bring it direct to Snow Hill. We pay all charges of freight.

Re 'Hardaker' - I don't know exactly how this matter

stands by the insurance has been
settled yet? Made them understand
that they are dealing with
Creswick Co. You will see a
letter has been sent to them
signed B. W. Co. This should
not have happened.

I shall be back at the office
on Thursday morning next
& will see you when I arrive.

Yours faithfully,

C. J. Thompson

NAT. TEL. } 539.
CORP. TEL. }

James Hardaker, Ltd.,

BRANCH:
39 DE GREY STREET.

15 WRIGHT STREET, HULL.

©

HAULAGE
of every
DESCRIPTION.

REMOVAL CONTRACTORS.
SPACIOUS ROOMS FOR STORAGE.

GENERAL CARRIERS
AND
CARTERS.

Sept 30th 1909
To Messrs Epuworth & Co
London

Dear Sir
Letter of 16th inst. signed Burroughs,
Welcome & Co. To hand. This name is fresh to us.
Please say in your reply whether our transaction
is with Messrs Epuworth & Co. or Mr. Burroughs, & Co.
We are very desirous of getting this matter
settled & therefore are willing to assist you.

As we said in our last letter - we think
you ought to make us a payment on a/c
say £ 70. This leaves you with £ 10 of our
money. We again repeat that the transaction
was for cash. Risk which you covered by
insurance we did not undertake

Yours truly

per pro. JAMES HARDAKER, Ltd.
H.H.

NAT. TEL.) 539.
CORP. TEL.)

JAMES HARDAKER, LTD.,
HULL.

OFFICES:
15, WRIGHT STREET

Haulage of every
description.

FURNITURE REMOVERS AND STORERS.

General Carriers and
Carters.

Sept 16th 1909

MEMORANDUM TO Messrs Epworth & Co
London

Gen^l We received yours of July 23rd saying
'gentleman who had our business with you
in hand was away but we should have a
reply in a day or two'.

This is now close on 2 months ago & we
think we have good cause to complain of
your treatment to us in this matter.

We regret breakages which were not due to
any fault on our part.

Our complaint is, that you undertook
(by insurance) to take risk & that we were
to be paid promptly, irrespective of anything
that may arise.

We have paid a considerable sum down for
carriage.

We must insist on full settlement per return

Yours truly



MEMO.

From

BURROUGHS WELLCOME & Co.
DARTFORD

To

BURROUGHS WELLCOME & Co.
LONDON, E.C.

154

Date 30th September 1909.

Reference C.U.

Re Marble Vases and Stone Bases.

We enclose herewith correspondence which has recently taken place between the South Eastern Railway Co., and ourselves, from which you will see that their representative and expert called and inspected the damaged goods on Wednesday, the 29th inst.

Enclosure.

NO 251
WAG

TELEPHONE-1466, HOLBORN.

South Eastern & Chatham Railway.

GOODS MANAGER'S OFFICE.

PLEASE REFER HERETO IN YOUR REPLY.
C509338

6, Holborn Viaduct.

London. 28th Sept 1909.
E.C.

F. H. DENT,

Goods Manager.

Messrs Burroughs Wellcome & Co
Dartford
Kent.

Gentⁿ

re Marble Vases &c

I am obliged for your letter
25th inst, and beg to say our Export
& Representative will call upon you
tomorrow, Wednesday, morning about
10.15.

Yours truly
F. H. Dent
Per [Signature]

C.U.

3

25th September 1909.

F.H. Dent, Esq.,
Goods Manager,
South Eastern & Chatham Railway,
6, Holborn Viaduct,
London. E.C.

Dear Sir,

Replying to your letter of the 24th inst.,
ref., C.509338, it will be convenient for us if you will kindly
arrange for your expert and representative to call and inspect
the marble vases at Acacia Hall, Dartford, on Wednesday morning
next, the 29th inst. If you will kindly let us have a postcard
stating the time that your representative will arrive at Dartford,
we think the best arrangements will be for him to call at our
Works immediately adjoining the Station when our representative
will accompany him to Acacia Hall.

Yours faithfully,

Burroughs Wellcome & Co.,

per.

TELEPHONE-1466 HOLBORN.

South Eastern and Chatham Railway.

GOODS MANAGER'S OFFICE.

PLEASE REFER HERETO IN YOUR REPLY
C509388

6, Holborn Viaduct.

London. 24th Sept 1909.
E.C.

F. H. DENT.

Goods Manager

Messrs Burroughs Wellcome
Dartford
Kent.

Gent.

With reference to your representative's call at Dartford Station on the 18th Augt. and the complaint then lodged of damage to some Marble Vases in a consignment from Hull on the 16th July in the name of Hardaker. We are requested to make an examination of the damaged articles and I shall be glad if you will name a time & date when it would be convenient to you for our Expert and representative to call for that purpose. This without prejudice.

Yours truly

F. H. Dent

Per

E. A. D.

Duplicate.

60, Newman Street,
LONDON. W.

16th. Sept. 1909

Dear Sirs,

With reference to the goods damaged in transit to Dartford, we have taken up the matter with the S.E.&C. Railway Co., in London and they now inform us it will facilitate the settlement of our claim for you, as the contracting parties in this matter to claim on our behalf on the Hull & Barnsley Railway Co.

We shall be pleased if you will do so, and keep us informed as the matter proceeds.

Yours faithfully,

EPWORTH & CO.

per

Messrs. James Hardaker Ltd.,

15, Wright Street,

HULL.

M.F.

MEMO.

From

BURROUGHS WELLCOME & Co.

Shipping & Transport
Dept.

154

To

BURROUGHS WELLCOME & Co.

LONDON, E.C.

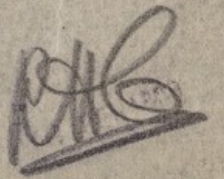
DARTFORD

Date 15th September 1909.

Reference C.U.

Re Marble Vases and Stone Bases.

Yours of the 10th inst., ref.; P.R./S.W.A. : we have not yet seen any representative of the Railway Co., in connection with the above matter and can only assume that no inspection has yet taken place.



Duplicate for Works.

15th. Sept. 1909

P.R./S.W.A.

Shipping & Transport Department.

Re Marble Vases & Stone Bases.

Yours of the 28rd. July. reference C.U., we shall be glad to know whether the Railway Co., have inspected the damaged goods at the W.C.&I., and any comments they may have made at the time of inspection.

TELEPHONE-1466 HOLBORN.

South Eastern and Chatham Railway

GOODS MANAGERS' OFFICE



F.H. DENT,
Goods Manager.

London
Communication with
the Hull & Parsonage
upon the subject.
J. J. J. J. J.
1909

Messrs Epworth & Co.,
60. Newmarket St.

Gentlemen

Claim £20.

I am in receipt of your favour of yesterday date, & note that you have instructed Messrs Hardaker Ltd to take the matter up with the Railway Coys

This would certainly be the better plan, seeing that the South Eastern & Chatham Rly are not the Contracting Carriers in the transaction.

At the same time I may tell you, that we have placed ourselves in

60, Newman Street.
London. W.

8th. Sept. 1909

Dear Sir,

In reply to your letter dated 6th. inst., reference C/509388, we note that you think the carriers cannot legally recognise us in this matter.

We instructed the Hull firm of furniture removers, Messrs. James Hardaker Ltd., to forward the consignment to Dartford, and the Hull & Barnsley Railway Co., advised the senders to ask the consignees "to inform the South Eastern & Chatham Railway and get them to inspect the damaged goods"

We, therefore, wrote you on the 19th. ulto., asking you to inspect the goods, and for your report thereon. As, however, you do not appear to care to do this, we are instructing James Hardaker Ltd., by tonight's post to take proceedings in the matter.

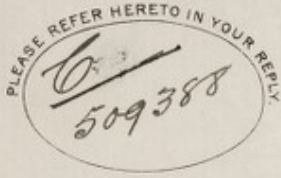
We regret that the question contained in yours of the 26th. ulto., was not replied to, and we now have to say that we are advised that this sum represents the estimated cost of repairs and deterioration .

Yours faithfully,
Epworth & Co.

Goods Manager,
South Eastern & Chatham Rly.
6, Holborn Viaduct. E.C.

South Eastern and Chatham Railway.

GOODS MANAGER'S OFFICE.



F. H. DENT,
Goods Manager.

6, Holborn Viaduct
London, E.C. 1. 6th Sept 1909

via
8 SEP 1909

J. J. J.
James

Messrs Epworth & Co
60 Norman St.
W.

Gentlemen

Claim £20.

I am in receipt of your favor of the 3rd inst, & regret being unable, at the moment, to write you definitely. At the same time, I would take occasion to point out, that I am awaiting your reply to our communication of the 26th ulto.

As a matter of fact, I do not think the Carriers can legally recognise you in the transaction, as, if my information is correct, you do not appear in our records, as either Senders or Consignees.

DUPLICATE.

60, Newman Street,
.W.

3rd, September, 1909.

Dear Sir,

With reference to correspondence under your C 509388,
we shall be pleased to know the result of your enquiries in
this matter.

Yours faithfully,
EPWORTH & CO.,
Per,

The Goods Manager,
South Eastern & Chatham Rly.
6, Holborn Viaduct,
E.C.

TELEPHONE-1466 HOLBORN.

South Eastern and Chatham Railway.

GOODS MANAGER'S OFFICE.



F. H. DENT.

Goods Manager.

6, Holborn Viaduct.

London, West Aug 1909.
E.C.

Messrs Everseth & Co.
60 Ruoman Street.
W.

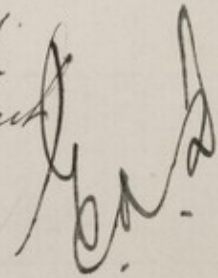
Claim £20/1.

Gentlemen.

I am in receipt of your favour 23rd inst. and note that you say that £20/1. is the lowest estimate of the alleged damage. I shall be glad if you will inform me how you arrive at that amount in detail. Meanwhile I am pressing my enquiries forward. This without prejudice.

Yours truly.

F. H. Dent
sp.



copy
Duplicate

60, Newman Street,
London. W.

23rd. Aug. 1900

Dear Sir,

With reference to Correspondence under your C 609388, the goods damaged are shown hereunder:-

- (1) Vase. The foot broken off.
- (2) Vase Broken same as above.
- (3) vase One handle broken off and the handle broken in two pieces.
- (4) One Stone Pedestal badly chipped.

The damage as far as can be ~~sustained~~ ^{assessed} at the moment is at the lowest estimate £20.

Yours faithfully,
Epworth & Co.

Goods manager,
South Eastern & Chatham Rly.
Holborn Viaduct. E.C.

M. F.

60, Newman Street,
London, W.

Duplicate

19th, August, 1909

Dear Sir,

Referring to the consignment of goods consigned from James Hardaker, Hull, to our customers, Burroughs Wellcome & Co., Dartford as per your advice note, and truck No. 88540, we shall be pleased if you will send an inspector to Dartford to inspect the goods broken.

The goods in question were insured for £ 150.

Yours faithfully,
Epworth & Co.,
Per,

The Goods Manager,
S.E. & C. Rly.
London Bridge.

5/10/59

Worship

Mr. Parker

attached just
received for re: Montague

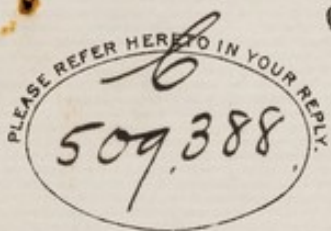
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2318759

TELEPHONE-1466 HOLBORN.

South Eastern & Chatham Railway.

GOODS MANAGER'S OFFICE.



6. Holborn Viaduct.

London, 21st Aug 1909.

F. H. DENT,

Goods Manager

E.C.

Messrs. Epsworth & Co.
60 Newmarket Street
W.

Goods to Burroughs Wellcome

Gentlemen.

I am in receipt of your letter 19th inst, which has reached me here, and in reply would say that I will at once have enquiry made in the matter. You do not say what the goods carried or the nature and extent of the alleged damage.

Yours truly

F. H. Dent

F.P.

Duplicate

P.R.

11th August, 1909

Enclosure

Dear Sir,

We received this morning a letter from Messrs. James Hardaker, Ltd., Hull, addressed to Messrs. Epworth & Co., which we send herewith, as we are unable, at present, to find the other papers in connection with this matter.

We believe the goods were insured against breakage, and in this event we do not think it is the proper course to claim on the Railway Co., but rather we should ask the Insurance Co., to make good our loss, and leave them to take whatever steps they think advisable afterwards. From our recollection of the matter we think that Messrs. Hardaker did not advise us of the name of the company where the goods were insured, nor did they send us the policy, and under these circumstances they should either provide us with the necessary information, or put forward the claim on behalf of Epworth & Co.

We have acknowledged the receipt of Messrs. Hardaker's letter, stating that a full reply will be sent in the course of a few days.

Yours truly,
BURROUGHS WELLCOME & CO.,
per

Mr. C.J.S. Thompson.

MAR

Duplicate

60, Newman Street,

W.

11th August, 1909

Dear Sirs,

We are in receipt of your letter of August 7th, and as the gentleman who has this matter in hand is away on vacation, we have forwarded it to him, and will write you again in the course of a day or two.

Yours truly,

EPWORTH & CO.,

per

Messrs. James Hardaker, Ltd.,
H U L L.

Duplicate

Shipping & Transport Department

WORKS

17th August, 1909

P.R.

Re Marble Vases and Stone Bases

Referring to the packages which you received from Hull, these were sent by Messrs. James Hardaker, Ltd., Hull, on the order of Messrs. Epworth & Co., 60, Newman Street, W., and as some goods arrived broken we shall be glad if you will communicate with the South Eastern & Chatham Railway Goods Department, at Dartford Station, and get them to inspect, in order that Messrs. Epworth & Co., may sustain a claim which they are making through Messrs. Hardaker on the Insurance Company.

We shall be glad if you will send us this report as soon as received by you.

HAR

Private

Mr. Parker

the Hardaker

I have written Miss Parraton
asking her to hand you
the whole of the 'Hardaker'
correspondence - If she
cannot find it - I will
see you on the matter
strictly I return on
Monday morning next.
We hold the receipt
for the insurance of the
Company in the Hull
& York Railway Insurance Co
I believe. If you get
the correspondence ask
as you think best; all
correspondence to be given
Etc. 60 Newmarket St.
Aug 12/09 C.J.T

BURROUGHS WELLCOME & CO.

LONDON (ENG)
NEW YORK
MONTREAL
SYDNEY
CAPE TOWN
SHANGHAI

Cables, Telegrams & Marconigrams "TABLOID LONDON"

A B C & Liebers Telegraphic Codes used
Telephone No 13300 CENTRAL (six lines)

In reply please refer to

P.R.

LONDON, E.C. 11th August, 1909

Enclosure

Shipping and Transport Department.

Dear Sir,

We received this morning a letter from Messrs. James Hardaker, Ltd., Hull, addressed to Messrs. Epworth & Co., which we send herewith, as we are unable, at present, to find the other papers in connection with this matter.

We believe the goods were insured against breakage, and in this event we do not think it is the proper course to claim on the Railway Co., but rather we should ask the Insurance Co., to make good our loss, and leave them to take whatever steps they think advisable afterwards. From our recollection of the matter we think that Messrs. Hardaker did not advise us of the name of the company where the goods were insured, nor did they send us the policy, and under these circumstances they should either provide us with the necessary information, or put forward the claim on behalf of Epworth & Co.

We have acknowledged the receipt of Messrs. Hardaker's letter, stating that a full reply will be sent in the course of a few days.

Yours truly,
BURROUGHS WELLCOME & CO.,
per *W. J. P.*

Mr. C.J.S. Thompson.

Recd
AUG 11 1909
NAT. TEL.) 539.
CORP. TEL.)

**JAMES HARDAKER, LTD.,
HULL.**

OFFICES:
15, WRIGHT STREET

Haulage of every
description.

General Carriers and
Carters.

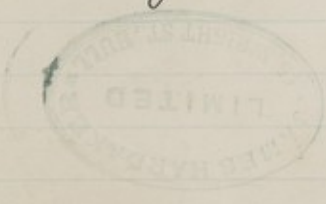
FURNITURE REMOVERS AND STORERS.

MEMORANDUM TO *Mr. Epworth & Co* *Aug 7. 1909*
60 Newman St

Dr Sir

I have seen the H & B. Ry Co
re your claim & they say the proper
way is for your agents at Dartford
to see the S. E. people & get them to
inspect them & for you to put your claim
in. They were packed under the supervision
of the Ry official at our yard we shall
be quite willing to assist you without
your threats of nonpayment of our acc.

Yours Faithfully
J Hardaker



July 28th 1909

Re! Marble Vases, purchased at
Holderness House, Hewell

Report on damage done in transit
from Hewell to Dartford.

Vase Lot No 1039 The foot broken off, part
of dowel being left in base of vase

Vase Lot No 1061 Broken the same as above

Vase Lot No 1055^{PAV}, One handle broken off, &
the handle, its self, broken in two pieces

1 Stone pedestal rather badly chipped

I must add, that the above were not by
any means well packed, there not being
enough straw in the cases to protect the
contents, from shock.

I should say, a fair amount to claim for,
time, cartage, repairs & deterioration in
value, would be, at least £20

H. E. Downe

NAT. TEL. } 539.
CORP. TEL. }

JAMES HARDAKER, LTD.,
HULL.

OFFICES:
15, WRIGHT STREET

Haulage of every
description.

General Carriers and
Carters.

FURNITURE REMOVERS AND STORERS.

MEMORANDUM TO

July 26, 1909
Messrs. Epworth & Co
60 Newman Street
London W.

Sir

In reply to yours re handle broken off
one of the vases from Fallands Hall, I beg
to say it was not so the handle being
loose was taken off by us & packed wrapped
up in a piece of paper in one of the two crates
it fits on 2 pins & is perfect the 2 vases named
broken of the spindle I suppose you mean those
two in 2 pieces & packed in 2 vases in
2 separate boxes & the 2 bases in 1 box
the cement holding them together been loose
they are not broke the stone pedestals &c.
in fact the whole of the stone work was
as I pointed out in my former letter
was very crumbly & decayed. The Company
they were insured with was the H. & B. Co
& we forwarded the receipt at the same
time as our A/c. which we should be
pleased to receive

Yours faithfully
J. Hardaker



We have just heard from our clients at Southampton -
whom you conveyed the marble vases & pedestals that
they have been delivered. They state on exam-
ination the following ~~specimens~~ ^{specimens} are damaged

No 1055 marble vase one handle broken off

" 1059 " " Spindle connecting the base
broken in two

" 1061 " " " " " "

also two of the stone pedestals are badly
chipped -

We advise you of this at once so you may notify
the insurance Co without delay - Inasmuch
we will get the damage assessed so you can
put in a claim -

Please let us know by letter, put in which
Company they were insured -

MEMORANDUM

FROM BURROUGHS WELLCOME & Co.

To BURROUGHS WELLCOME & Co.

DARTFORD

LONDON, E.C.

Date 23rd July 1909.

Reference C.U.

Re Marble Vases and Stone Bases.

298

Yours of the 12th inst., ref., C.T.: we now confirm our telephone message of yesterday to the effect that all the marble vases and stone bases have been received at the W.C. & I. We have to-day examined the same and have to report the following breakages.

Marble Vase No: 1055 has one of the handles broken off.

Marble Vase No: 1059 has the spindle connecting the small base to the vase broken in two.

Marble Vase No: 1061 has the spindle broken in the same way.

Two of the stone bases have been rather badly chipped but in these cases as also in the cases of the marble vases, we have all the parts and think the articles are capable of being repaired easily.

We enclose herewith the Railway Co's delivery note in connection with these goods.

Enclosure.

£20?
Handwritten signature

Newman Street.

30th July, 1909.

Dear Sirs,

In reply to your letter, our buyer has now been down to inspect the vases and has had them out of the cases and thoroughly overhauled them. They are all undoubtedly either damaged or broken, as already reported, and this has been done in transit. We enclose a copy of his report, to which he adds that he does not consider the vases were well packed, and that there was not sufficient straw in the cases to prevent shock. He assesses the damage at twenty-five pounds, which amount you must please claim at once from the Insurance Company. The vases can be inspected at Dartford by their officials if they wish it. Meanwhile we are holding over your account until the matter is settled.

Faithfully yours,

(signed) EPWORTH & CO.

Messrs. Harlaker & Co.,
Contractor & Remover,
Wright Street,
Hull.

Hull, Barnsley and West-Riding Junction Railway and Dock Co.

No. 11

Station Leeds 16th 1907

Received from

Mr J Hardaker

the sum of £

— : 15 : 0

being the insurance on

Wool

Consigned to

Mr Gordon

at

Darford St

Declared value

£ 150

Declared contents

Wool

Signature

Hardaker
per H J

Spacious Rooms for Storage.

ACCOUNTS FOR STORAGE RENDERED MONTHLY.

Goods unclaimed will be sold after 2 years arrears

Storage 2s. 6d. per month per 100 cubic feet. Damage by Moths and Insurance against Fire not included, Storage to be paid on or before delivery of

Country Removals contracted for.

TOWN REMOVALS—Horse, Van and Man, 2s. per hour. Extra Men 6d. per hour each. Empty van charged one way, full time for night work.

CENTRAL CITY STORES,

Telegrams—"Hardaker, Wright-street, Hull.



Offices—15, WRIGHT STREET, Tels—Net and Corp. 539.

Warehouses—MAPLE ST. & FREEHOLD ST.,

Residence—39, DE GREY ST., Corp Tel., 540

HULL, July 16th 1909.

Messrs Epworth & Co

DR. TO JAMES HARDAKER, LTD.

Removal Contractor and General Carrier.

July 5 th -16 th	To Stonework Vases from Falland Hall to London	As agreed	25 . .
"	Additional Cost caused by alteration of destination		5 . .
"	Insurance (receipt enclosed)		15 . .
			<hr/>
			£ 30 15 . .
			<hr/>

£ 30 15 . .

Spacious Rooms for Storage.

ACCOUNTS FOR STORAGE RENDERED MONTHLY.

Goods unclaimed will be sold after 2 years arrears

Storage 2s. 6d. per month per 100 cubic feet. Damage by Moths and Insurance against Fire not included. Storage Accounts to be paid on or before delivery of goods.

Country Removals contracted for.

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CENTRAL CITY STORES,

Telegrams—"Hardaker, Wright-street, Hull."

Offices—15, WRIGHT STREET, Tels—Net and Corp. 539.

Warehouses—MAPLE ST. & FREEHOLD ST.,

Residence—39, DE GREY ST., Corp Tel., 540



HULL, July 1909

Messrs Gwathwaite & Co

DR. TO JAMES HARDAKER, LTD.

Removal Contractor and General Carrier.

P. a/c rendered.

£ 30 15 -

NAT. TEL. } 539.
CORP. TEL. }

JAMES HARDAKER, LTD.,
HULL.

OFFICES:
15, WRIGHT STREET

Haulage of every
description.

General Carriers and
Carters.

FURNITURE REMOVERS AND STORERS.

July 23rd 1909

MEMORANDUM TO

Messrs Epworth & Co.
London.

Gent^l

We are astonished at not hearing from you respecting the goods we forwarded to you. We have the Ry. Co's advice note of the Ret^d Empty Van being in Hull before us & this before you have advised us of the arrival of the goods in London.

Our terms being cash on delivery we shall be pleased to receive cheque by return of post.

Yours truly



SOUTH EASTERN AND CHATHAM RAILWAY.

1003



STATION,

July 20 1899

ADVICE OF ARRIVAL OF GOODS.

M B W 260

The undermentioned Goods, consigned to you, have arrived at this Station. They remain here entirely at the Owner's risk and expense, and subject to the conditions on the back hereof.

Immediate instructions are requested for their removal.

Demurrage or Rent will be charged if the Goods are not removed before Closing Time on the 21st

The charge for Demurrage will be 2/- per Truck per day.

The charge for Siding Rent on Private Owners' Wagons, Sixpence per Truck per day.

A written order for delivery will be required; and it is necessary that this Advice-note be produced when the Goods are applied for.

The charges must be paid ON DELIVERY, unless credit is allowed by previous arrangement.

The Delivery Office is Closed at 5.30 p.m., excepting on Saturdays, and then at 2.30 p.m.

Your obedient Servants,

THE SOUTH EASTERN AND CHATHAM RAILWAY COMPANIES MANAGING COMMITTEE.

McCorquodale & Company Limited, Printers, "The Armoury," London, S.E.

Truck Nos.	From	Goods.			Weight.				Rate.		Paid on.		Charges to Pay.			
		No. of Pkgs.	Description.	Marks.	Tons	cwt.	qrs.	lbs.	s.	d.	s.	d.	£	s.	d.	
88540	Brypool		Stones													
			also Portland Cement													
			on truck	Insured for £150.												
			Delivered to N.C. & D. by S.E. & C.R.													
			All charges to be referred to Mr. G. L. S. Thompson													
			by Halborn Viaduct													
			Any queries refer to Mr. Cunningham													

NOTE.—The Managing Committee collect and deliver by their own teams, with certain exceptions, within the business limits of London and the districts surrounding, when they are desired to do so. [OVER]

Notices and Conditions with respect to the Receiving, Forwarding, and Delivering of Goods by the South Eastern and Chatham Railway Companies Managing Committee, subject to which Notices and Conditions, and not otherwise, the Managing Committee will Receive, Forward, and Deliver the same.

1.—The Managing Committee will not be liable for loss of or injury done to any Goods, matters, or things, described in the Carriers' Act, 1830, unless the particular Articles and the value thereof be declared, and an increased charge over and above the charge for carriage be paid as compensation for the risk incurred.

2.—The Managing Committee will not be answerable for the loss or detention of, or for damage to any Goods, arising from fire, civil commotion, tempest, or act of God.

The Managing Committee will not be liable for the loss of, or injury to, or delay of any Articles, Goods or things in or about the receiving, forwarding, or delivery thereof, except upon proof that such loss, injury, or delay was occasioned by the neglect or default of the Managing Committee, or its servants. The Managing Committee will not be liable for any indirect or consequential damages in respect of Goods lost, injured or delayed.

Nor for loss of, or injury to, any Articles, Goods, or things put into Returned Wrappers, Boxes, Packages, Cases, Baskets, &c., marked, described, delivered, or represented as "Empty."

Nor for loss of, or injury to, Fruit, Fish, Meat, Poultry, Game, or other perishable Articles, arising from the perishable nature of such Articles, or from the same not being taken away forthwith on arrival at the Station.

Nor for injury to any Marbles, Musical Instruments, Furniture, Toys, or other Articles, which, from their brittleness, fragility, or delicacy of construction, are more than ordinarily hazardous, unless they shall be declared in writing, and an appropriate rate or charge for the carriage thereof be paid, or contracted to be paid (at the option of the Managing Committee).

3.—The Managing Committee will not be liable for any loss or detention of, or damage to, or non-delivery or mis-delivery of, any Articles, Goods, or things, arising from their being insufficiently or improperly packed, marked, directed, or described, or from their containing a variety of Articles liable by breaking to damage each other; nor for leakage arising from bad casks or coppers, nor for loss, waste, or damage from fermentation.

Nor for loss of, or injury to, any Articles, Goods or things, after the arrival thereof, in any case in which such Articles, Goods, or things are to be left till called for, or are deliverable to order, or shall have been warehoused for the accommodation of any of the parties interested therein. No claim for deficiency, damage or detention will be allowed, unless made within three days after the delivery of the Goods; nor for loss, unless made within seven days of the time when they should have been delivered.

4.—All Goods, from whomsoever received or to whomsoever belonging, shall be subject to a lien for money due to the Managing Committee for the carriage thereof and other charges upon such Goods, and also to a general lien for any other moneys due to the Managing Committee from the Consignors, Consignees or Owners of such Goods upon any account, and in case such lien is not satisfied within a reasonable time from the date upon which the Managing Committee first gave notice of the exercise of the same, the Goods may be sold by the Managing Committee by auction, or otherwise, and the proceeds of sale applied to the satisfaction of every such lien and expense.

5.—Fruit, Fish, Meat, Poultry, Game, and other perishable Articles, not taken away, or not paid for forthwith after arrival, if directed to be kept till called for, or to the like effect, or without any legible and intelligible directions, or deposited to a place not known, or refused by the person or at the place to whom or where directed, may be forthwith sold by auction, or otherwise, for the benefit of all concerned; and payment or tender of the net proceeds of any such sale, after deduction of the moneys due in respect of the carriage of the said Goods, and of all charges and expenses of sale, shall be accepted as equivalent to delivery.

6.—The Managing Committee will not be liable for any loss of mark. The Managing Committee will not be responsible except by special contract for the non-arrival or non-delivery of any Goods or Articles within any particular time.

7.—The Delivery of Goods at the Station will be considered to be complete, and the responsibilities of the Managing Committee to terminate, when the Goods shall be placed in the care of the Consignee, his agent or servant. The Managing Committee will not be liable in respect of the removal of Goods into or out of the Consignor's or Consignee's Wagon, Ship, Craft, Wharf or Premises, which removal will be at his risk and expense; nor will the Managing Committee be liable in respect of Goods left on their premises until called for, or to order, or left or warehoused for the convenience of the Consignor or Consignee.

8.—All Goods left until called for, or to order, or suffered to remain upon the Managing Committee's premises, or, at the option of the Managing Committee, left in the Managing Committee's Wagons, will so remain at the risk of the owners, and after twenty-four hours from the arrival will be subject to the usual charges of the Managing Committee, if warehoused, or to the usual charges for demurrage, if left in Wagons.

9.—In all cases in which the Managing Committee deliver Goods beyond the limits of their Station to the Consignee, at the place of destination, the delivery of the Goods will be considered complete when the same are unloaded out of the Wagon, Van, Dray, or Cart, and placed at the door of the Consignee. The collaring or warehousing of them afterwards will be at the owner's risk. The Managing Committee will consider themselves at liberty to deliver Goods, and to charge for such delivery, in all cases in which the senders of the Goods do not give Notice to the Managing Committee that the Goods are to be taken from the Station by the Consignees.

10.—The Managing Committee will not be liable in respect of Goods destined for places beyond the limits of the Managing Committee's Railway or ordinary delivery; and, as respects the Managing Committee, their responsibility will cease when such Goods shall have been delivered over to another Carrier, in the usual course, for further conveyance. The Managing Committee

undertake, if practicable, to deliver such Goods to another Carrier, to be carried by such other Carrier on the same terms and conditions as are herein contained, or, at the Managing Committee's discretion, to suffer them to remain on their premises, pending communication, at the owner's risk. Any money which may be received by the Managing Committee as payment for the conveyance of Goods beyond their own limits, will be so received only for the convenience of the Consignors and for the purpose of being paid to the other Carrier.

11.—The Managing Committee will not be bound to receive or forward any Packages or Parcels, the contents of which shall not at the time of delivery for conveyance be declared, if required.

The Managing Committee will not be answerable for the loss or detention of, or for damage to, any Goods which may be untruly or incorrectly declared or described in the Declaration or Receiving Note furnished to the Managing Committee. All parcels of Goods and Packages, the contents of which are not specifically declared by the senders, will be charged in the highest class.

The Managing Committee will not, except by Special Contract, receive for carriage any Gunpowder, Aquafortis, Oil of Vitriol, Lucifer Matches, or any other Goods which, in the judgment of the Managing Committee, may be of a dangerous nature, such as Spirit of Salt, or any explosive, inflammable, or corrosive Article, or any Articles likely to create damage by, or in consequence of, fermentation; and persons consigning such Goods, except as aforesaid, will (in addition to a penalty of £20) be held liable for any loss or damage that may happen, or be occasioned thereby, or by reason thereof; and the Managing Committee will not, except as aforesaid, be liable for loss of, or injury to, any such Goods.

All Goods left with the Managing Committee, and not taken away after fourteen days' notice to the Consignor or Consignee, and all Packages not taken away within fourteen days after arrival, may be sold, and the proceeds, after defraying expenses, and any claim of the Managing Committee, will be handed over to the owner upon application.

12.—The Managing Committee do not pledge themselves to the time of starting or arrival of the Trains, nor will they be liable for loss of market arising from delay, overcharge or detention of any Train, whether in starting or at any of the Stations, or in the course of the journey. The Managing Committee do not undertake to send Goods by any particular Train, if they cannot be conveniently sent by that Train, notwithstanding the Goods may have been received at the Station.

13.—In all cases where the Managing Committee's charges are not prepaid, the Goods are accepted for carriage only upon the condition that the sender remains liable for the payment of the amount due to the Managing Committee for the carriage of such goods, without prejudice to the Managing Committee's rights, if any, against the Consignee or any other person.

14.—In respect of traffic of every description which loses weight in transit, through drainage, evaporation, or any cause beyond the control of the Managing Committee, carriage shall be paid upon the weight ascertained at the sending Station.

15.—The Managing Committee will not be liable if Goods are lost, injured, or delayed owing to a defect in a Wagon not belonging to, or provided by, the Managing Committee, unless such defect arise from the neglect or default of the Managing Committee, or its servants, or unless the Managing Committee or its servants were guilty of negligence in not discovering the defect.

16.—NOTICE.—The Railway Clauses Consolidation Act (3 Vic. c. 20) enacted by Section 105, that "No person shall be entitled to carry, or to require the Managing Committee to carry, upon the Railway, any Aquafortis, Oil of Vitriol, Gunpowder, Lucifer Matches, or any other Goods, which in the judgment of the Managing Committee may be of a dangerous nature; and if any person send by the Railway any such Goods, without distinctly marking their nature on the outside of the Package containing the same, or otherwise give notice in writing to the book-keeper, or other servant of the Managing Committee with whom the same are left, at the time of so sending, he shall forfeit to the Managing Committee £20 for every such offence, and it shall be lawful for the Managing Committee to refuse to take any Parcel that they may suspect to contain Goods of a dangerous nature, or require the same to be opened to ascertain the fact."

No Station Master, or Clerk, or other Officer, or Servant of the Managing Committee, has any authority to dispense with or vary any of the aforesaid Conditions, as to the receiving, forwarding, and delivering of Goods.

N.B.—All Goods conveyed by the Managing Committee by Sea or on the Continent, are conveyed subject to the Special Conditions issued by the Managing Committee for such conveyance.

17.—The yard gates at Bricklayers Arms, Blackfriars, and Stewart's Lane will be closed at 5 p.m. for reception of General Merchandise, and 5 p.m. for Manure Trains (Saturdays excepted, when the Gates will be closed at 3 p.m. for all descriptions of Traffic), and no Goods will be admitted after these hours except under special circumstances.

18.—WHARVES ON THE THAMES.—The Managing Committee's Wharves on the Thames, where Goods of every kind are received, are as follow:—

Angerstein Wharf, near Charlton (between Greenwich and Woolwich), for all Stations. Orders for Lighterage should be addressed to the Wharfinger, Angerstein Wharf, Old Charlton, Kent.

Blackfriars Wharf, Blackfriars Bridge, S.E., for Stations on the Chatham Section only. Orders for Lighterage should be addressed to the Thames Stevedoring and Lighterage Company, Limited, 24 & 25, Great Tower Street, London, E.C.

No single Article weighing more than 30 cwt., or of a greater length than 24 feet, can be dealt with at Blackfriars Wharf.

19.—Orders for the Collection or Delivery of Goods in London should be addressed to the Superintendent, Bricklayers Arms Station, Old Kent Road, S.E.

C. SHEATH,
Secretary to the Managing Committee.

Address

WELLCOME CHEMICAL WORKS
NEAR
20 JUL 09
ANSWERED

NAT. TEL. } 539.
CORP. TEL. }

JAMES HARDAKER, LTD.,
HULL.

OFFICES:
15, WRIGHT STREET

Haulage of every
description.

FURNITURE REMOVERS AND STORERS.

General Carriers and
Carters.

July 16th 1909

MEMORANDUM TO Messrs Epworth & Co
65 Newmarket St London

Gent^l

We have today Consigned to your order at Phoenix Works, Dartford, 1 Three Van with vases each in separate cases as instructed & truck containing Stonework. The vases are insured for £150/- . Please note that the cost will be increased to £30/- because of the destination being altered to Dartford. Should you prefer our packer superintending the unpacking the cost will be an additional £4/- but this we do not advise as being essential seeing the vases are insured.

Trusting the good will turn out alright

We are,

Yours faithfully



P.S. Kindly advise us on receipt of good, & also one tomorrow Sat. if packer required.

NAT. TEL.) 539.
CORP. TEL.)

JAMES HARDAKER, LTD.,
HULL.

OFFICES:
15, WRIGHT STREET

Haulage of every
description.

General Carriers and
Carters.

FURNITURE REMOVERS AND STORERS.

MEMORANDUM TO

Epworth & Co July 10 1909
60 Newman St. London. W.

Sirs

We have removed the Vases to our yard
& are packing same as per yours of the 8th. The
stone we have packed with straw into a Py truck
& are sending to Darford on Monday by G.N. & S.E.
Rys the Van will follow in a day or two, The 24
stone bases of Vases on lawn which are buried
3 feet down we were told to leave by the Auctioneer
& also by the incoming tenant which we
have done please ^{say} what amount we have
to insure the Vases for

£150.

Yours Faithfully
J. Hardaker

Hull

3rd July 1909

Rec^d from Mess^{rs} Epworth & Co
60 Newman St
London W

Delivery Note

For Lots	1055	1069
	1056	1068
	1057	1069
	1058	1040
	1059	1076
	1060	1080
	1061	

Which are to be collected from Holderness House, Holderness Rd, packed in our Vans put on railway & delivered in London as required, the Cost to be £20 or less if possible,

But if the Vases, 13 of them, are to be packed each in a separate Case or Parcel the Cost will be £25, or less if possible,

Every possible care to be taken

J. Hawaker

5. 0. 0
10. 0. 0

- per our vopund
 beyond accounts, to remove forward
 were rep to the further van. ~~As you have~~
 we ~~keep~~ ^{as full} ~~collected~~ ~~from~~ ~~sale~~ ~~at~~ ~~Goldsmiths~~
 Home in Friday last -
 It is ^{absolutely} necessary before forwarding ^{the} ~~each~~ ~~of~~
 we very carefully packed ^{separately} in a ~~case~~ ~~of~~
 barrel within ~~you~~ ~~they~~ ~~that~~ ~~be~~ ~~found~~
 per rail in one of your vans as estimated -
 We require them delivered at The Phoenix
 works. Dartford Kent - ^{that at our} ^{last} ^{order} ^{about}
 mile out of London - Dartford is ^{on the}
 S.E. Ry & if you ~~send~~ ~~by~~ ~~P. Northern~~ ~~they~~
 have a connection ^{to} ~~send~~ ~~where~~ ~~to~~ ~~take~~
 if the ~~truck~~ ~~take~~ ~~they~~ ~~reach~~ ~~Dartford~~ -
 We understand your estimate includes all
 cost of packing, ^{insurance} ~~freight~~ ~~charges~~ & ~~delivery~~
 We need hardly ~~state~~ ~~that~~ ~~these~~ ~~vans~~ ~~will~~
 require very careful handling & must
 be insured against ~~loss~~ ~~in~~ ~~transit~~

South Eastern & Chatham Railway
Goods Managers' Department.

6. Holborn Viaduct. E.C.

Presented by

A. Holmes

Merida Mer

was released

20th July

1st Campbell

12th August

what date

Merida has done

the type

duplicate

S.M.

7th October 1909

Dear Sir,

Re Marble Vases from Hull.
Messrs Epworth's Claim £20.

Referring to your letter of the 6th October 1909,
C 2/509388, we are anxious that this matter should be settled, and,
therefore, will accept the offer which you make of £2 : 10 : - (Two
pounds ten shillings)

Yours faithfully,
EURROUGHS WELLCOME & CO.,
per

Mr F.H. Dent,
Goods Manager,
South Eastern & Chatham Railway,
6 Holborn Viaduct,
London, E.C.

Shipping & Transport Dept.

MEMO.

From

BURROUGHS WELLCOME & Co.
DARTFORD

To

BURROUGHS WELLCOME & Co.
LONDON, E.C.

Date

19th August 1909.

Reference

J.

154

Handwritten initials: S.M.D.

Handwritten notes in green ink:
S.M.D. write in the name of Copworth Co. ask the contractor to call people to our address by 19th 1909

Re Marble Vases and Stone Bases.

Yours of the 17th inst., ref., P.R. and confirming the conversation we had with Mr. Parker by telephone this morning, we would say that we have applied to the South Eastern & Chatham Railway Goods Dept., and they cannot inspect the above : we must apply to the London Bridge Offices.

Stamp: AUG 19 1909

Stamp: 179 5081909