

Outstanding Compensation at the 11th August, 1919.

Memo. by Mr. Eagles.

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P A R T III. Progress in taking over town by town

1. Maryport.
2. Wigton.
3. Aspatria
4. Dearham
5. Fothergill and Flimby.
6. Ellenborough.
7. Crosby Moor or Crosscanonby.
8. Allonby.
9. Silloth.
10. Abbeytown.
11. Aikton.
12. Oulton.
13. Kirkbride.
14. Thursby.



Of this memo.

PART 1 is an exhaustive list of the interests to acquire which notice has been served, but which have not yet been actually paid off.

PART 11 is a list of interests in houses situated in the direct control area, to acquire which no notice has been served.

That is, Part 1 is accrued liabilities, Part 11 is contingent liabilities.

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PART 1.

SECTION A. OWNERS, OR OTHER SUBSTANTIAL INTERESTS.

FREEHOLD OF GOLDEN LION, BOTCHER GATE, CARLISLE.

The Company have started an action for a declaration that they are entitled to compensation, which the Board, after the Lords' Judgment in the Cannon Brewery case, have intimated they will not defend. The Company have also served the Board with notice under Section 68 of the Lands Clauses Act for assessment of compensation by arbitration; but have not yet appointed an arbitrator. Negotiations for settlement have been re-opened, but the Company claim over £20,000, and Wallis' previous best offer was £10,000. Lands Clauses proceedings are waiting on the result of the negotiations. The Board are in possession.

Lease of Gaol Vaults, Carlisle. The position is the same as in the Golden Lion case. The Company claim £3,958, and Wallis' previous best offer was £1,500. N.B. The Board have also agreed informally to buy the reversion of the Gaol Vaults from Mr. Reay for £10,000. This is proceeding.



P A R T 1. SECTION A.

3.

Thomas Graham.

Queen's Brewery, City Vaults, Queen's Head, and Pedestrian Arms, Carlisle. (All freeholds.)

Mr. Graham has refused to negotiate, and taken no action on his own account. He appears to think that if he does nothing, the properties will be restored to him on the dissolution of the Board. The Board are in possession.

James Watt.

Bush Hotel. Freehold. The Board acquired the business only, and closed the hotel. Watt proposed, and the Board accepted, reference to a single arbitrator, but we have so far failed to agree on a person. Negotiations are continuing, and Wallis hopes that he may even be able to agree to a lump sum.

Duke of Devonshire.

Ground Landlord of Drove Inn, Rickergate. Compensation has been informally agreed and sanctioned by the Treasury. The Board's solicitors are now preparing formal agreement and investigating title. The case was referred to them on the 21st July, 1919.

Workington Brewery.

Malt Shovel, Rickergate, Carlisle. (Freehold). Wallis has offered £2,000, and Herbert Fuller, the Brewery company's Valuer, recommended them to accept it, but the Company have refused, and Wallis is now negotiating with their Workington solicitors. On the 12th August, 1919, they served a notice appointing their own arbitrator.

Mrs. Hall.

Owner of Oddfellows' Arms, Crown Street, Carlisle. Wallis at one time agreed £1,500 with Mrs. Hall, but she now repudiates. Repeated attempts have been made to get her to settle, but nothing can be done with her. She has thrown over 3 or 4 firms of local solicitors.



PART 1. SECTION A.

4.

Mrs. Muse  
W. Scambler  
J. G. Bell.

Owners of plot of land behind the Fox & Hounds Inn, Carlisle. Final Agreement concluded. Awaiting report on title.

Carlisle Corporation.

Land behind Three Crowns, Rickergate. Sir Edgar Sanders is now endeavouring to arrange a tri-partite agreement between the Board, the Corporation, and the purchaser of the property from the Board. It is waiting for a meeting of the General Purposes Subcommittee of the Corporation.

Carlisle Corporation.

London & North Western Railway Inn. The Corporation own a ground rent of £5. 15. 0. a year charged on this property. No negotiations to buy it appear to have been opened, but the Board have paid the ground rent year by year.

Carlisle Corporation.

The Corporation own a public urinal adjoining the Railway Hotel, London Road.

Debenture holders of R.A. Bende.

Wheat sheaf, Rickergate, Carlisle. Wallis agreed compensation with the solicitors for the debenture-holders and mortgagees, and the receiver for the debenture-holders. But the principal debenture-holder is asking for more negotiations have been proceeding for some time without getting much further.

Trustees of Mrs. Mounsey-Heysham.

King's Arms, Metal Bridge (Owners). Compensation informally agreed long ago, but formal agreement and completion await appointment of trustees under the Settled Lands Act.

Mary Ann Turnbull. (Owner & Tenant.

Board Inn, Blackford. Notice served to acquire business only, and house closed. Compensation to owners for damage to reversion informally agreed, and payable Order sent to them with draft formal agreement binding them not to apply for renewal of licence or registration as a Club. They declined this condition, and returned the cheque.



5.

- Trustees of Edward Graham.  
(Owners) Graham Arms, Westlinton. AS for preceding case, except that (1) we have not actually sent a cheque, and (2) it is on this case that we have conducted most of the correspondence.
- Trustees of Ann Skelton.  
(Owners) Lowther Castle, Drumburgh (Owner). Same as Graham Arms, Westlinton, and Board Inn, Blackford.
- Duke of Devonshire. Turf Hotel, Carlisle. (Owner). Informally agreed, now with our solicitors for formal agreement and title.
- J. J. Calder. Chapel House, Cargo Beck. Informally agreed, now with solicitors for formal agreement and title.  
*Calder claiming that one look at the house.*  
A business only case.
- R. Young, and J. W. Young. Indian King, Dalston. Ripe for payment in a day or two.
- Mrs. Nicholson. Stag Inn, Crosby-on-Eden. Once informally agreed, but now more or less at a deadlock on a dispute over a pump. The Board have offered to pay the whole expense of getting this simple question of fact decided, but the owner declines their offer.
- Capt. W. P. Standish  
(Owner).  
and George Watson  
(Tenant) Wheatsheaf, Abbeytown. The Board served notice on the tenant only to acquire the business. After service on tenant, owner objected to closing of the house. Direct Control Committee on advice of local Committee decided for the present not to serve the landlord nor act on the notice in any way. The House thus remains open in private hands. The case has been mentioned to Mr. Sutton, who thinks the Board are unprejudiced.
- Alfred Bewsher. Owner of Cumberland Hotel, Silloth. Lessee of  
Angel Inn, English Street. (A wine and spirit merchant's establishment.)  
The Board have served notices for and are in possession of, both houses: but no negotiations have borne fruit.



6.

Miss Rumney.

Bird-in-Hand, Oulton. (Owner and occupier).

The Board have served notice, but are not in possession. Notice was served after Wallis had informally agreed £900: the Treasury however at first refused to sanction more than £800, and by the time they had assented to £900 Miss Rumney had changed her mind and refused to accept £900.

24. T. Garner.

Highland Laddie, Aikton. The formal agreement as to compensation is now being exchanged; payment only awaits investigation of title.

25. Mrs. Catherine Senhouse.

Owner of ground-rent of Golden Lion Hotel, Senhouse Street. The notice for this property specifies Mrs. Catherine Senhouse, owner of the ground rent, as an interested party. But in the agreement with the Old Brewery the house is described as freehold of the Old Brewery, and it seems very doubtful whether there is any claim undischarged.

26. Manchester &amp; Liverpool Bank.

Mason's Arms, Abbeytown. (Owner). Notice to acquire the business has been served, and the house closed, but no agreement, formal or informal, has been made with the owners.

27. Mrs. Jane Nelson.

Queen's Head, Westnewton. (Owner). Formal agreement as to compensation has been exchanged and payment only awaits investigation of title.

28. Joint City &amp; Midland Bank.

Ship Inn, High Street, Maryport. (Owner). Compensation has been informally agreed. The Board's Solicitors were instructed to prepare agreement and investigate title on the 2nd July, 1919.

*we are paying  
the ground  
rents*



Mrs. Alice Watt.  
(Owner)

J. S. Mark.

Sun Inn, Brownrigg. (Owner) Wallis in his report of the 1st November 1918 asked authority to offer up to £750. The Direct Control Committee on 28th November, 1918 authorised this, provided Mr. Wallis could shew that on a true net rental, it did not involve an extravagant rate of capitalisation.

Mrs. Alpha Bulman.

Joiners' Arms, Aikton. Customary freeholder.

Wally Nichol.  
(Owner)

Agreement executed: awaiting report on title.

J. Crinkshank  
(Owner & occupier)

Buck Hotel, Annan. In negotiations, Wallis offered £3,500. This refused, and case went to Royal Commission: owner claimed over £8,000, and Commission awarded £3,200. Owner refused to be bound, or to disclose his title, and matters remained at deadlock pending Lords' Judgment in

John Fraser.  
(Owner)

Cannon Brewery case. Recently, owner asked if Board had any amended proposal to make in light of this judgment. Lord Advocate advises owner can re-open the case in the Courts if he chooses.

Mr. & Miss Mackenzie  
(Owners.)

Central Hotel, Annan. Wallis offered £2,200.

Mrs. Nichol.  
(Owner).

Col. J. R. Campbell.

Owner refused and claimed £7,000 before Royal Commission as a contested case. Commission awarded £2,000. We investigated title, and sent cheque for £2,000. This was returned, with an intimation that the owner would not be bound by the award. Nothing heard since.

Mrs. Frew.  
(Owner)

Messrs. Mann, Cross  
& Paulin.

Ainslie Baillie  
& Co. Owners.

Globe Hotel, Annan. Wallis agreed £1,350 informally, but when it came to conclusion of formal agreement and proof of title, owner steadily avoided signing any agreement or taking any forward step: nor could any pressure move him. Probably we shall soon hear from him, on the Cannon Brewery judgment.

The Cannon Brewery  
Company.



- Part 1. Section A.
34. Mrs. Alice Watt.  
(Owner) Station Hotel, Alness. Compensation informally agreed. Awaiting formal agreement and proof of title.
35. Trustees of Arthur Forbes (Owners) Alcaig Inn, Dingwall. The Board have closed this house. The owners' claim is a very small affair for cost of adopting to unlicensed purposes, and will doubtless soon be agreed by Mr. Fraser.
36. George Dalziel.  
(owner) Culbokie Inn, Dingwall. The compensation has been informally agreed. Now awaiting definition of boundaries, formal agreement and report on title.
37. John Fraser.  
(Owner) No. 16. High Street, Dingwall. Compensation informally agreed: now awaiting formal agreement and report on title.
38. Mr. & Miss Mackenzie.  
(Owners.) No. 19 High Street, Dingwall. Informally agreed: now awaiting formal agreement and report on title.
39. Mrs. Nichol.  
(Owner). 29 High Street, Dingwall. Informally agreed: now waiting formal agreement and report on title.
40. Mrs. Frew.  
(Owner) 62 High Street, Dingwall. Informally agreed; waiting formal agreement and report on title.
41. Messrs. Mann, Crossman & Paulin. Owners of the Enfield off-licence. (Enfield Lock Stores.) The firm have been waiting for the Cannon Brewery decision. Our valuers Messrs. Marks & Barley are now in touch with the Brewery's valuer in the hope of arriving at an agreed settlement.
42. The Cannon Brewery Company. Owners of the Ordnance Arms, Enfield Lock. This has been the test case, and is too long to recapitulate. The present position is that/



Part 1. Section A.

that the amount of compensation will be settled by a jury under the Lands Clauses Act, unless the Board and the Company can agree a figure. Marks & Barley are now negotiating with Messrs. Motion the company's valuers.

Part 1. Section B.

SECTION B.

Claims in respect of manorial rights.

(In all cases, the Board are paying the manorial rent and other annual obligations.)

The Duke of Devonshire.

Compensation for all his cases has been informally agreed, and sanctioned by the Treasury. The solicitors are now preparing the formal agreement and considering the legal procedure for enfranchisement.

Lord Lonsdale.

G. G. Kirklington.

Sir R. Musgrave.

Esq. Dodd.

F. P. Standish.

Name unknown.

His cases are:-

Bird-in-Hand, Stanwix, Carlisle.

Black Bull, Upperby, Carlisle.

Bee-Hive, Brunton Place, Carlisle.

Royal Oak, Scotby.

Royal Oak, Gaitsgill.

Petteril Bridge Inn, Carlisle.

Rose & Crown, Low Hesket.

The Dean & Chapter of Carlisle.

Compensation not yet agreed.

The cases are:-

Albion Hotel, Carlisle.

Blue Bell, Rickergate, Carlisle.

Caledonian, Botchergate, "

Crown Hotel, " "

Globe Inn, Caldew Bridge.

Golden Fleece, S. Nicholas "

Golden Lion, Botchergate, "



Part 1. Section B.

- Lorne Arms, Shaddongate, Carlisle.
- Maltster's Arms, John Street, "
- Queen Adelaide, Botchergate, "
- Red Lion " "
- Old Brewery, Carlisle.
- Blue Bell, Carleton.
- Crown Inn, Wetheral.
- Spinners' Arms, Cummersdale.
- Wheat Sheaf, Wetheral.

5. The Ecclesiastical Commissioners.

No compensation agreed. Cases:-

- Green Dragon, Newtown, Carlisle.
- Indian King, Dalston.
- Stag Inn, Crosby-on-Eden.
- Joiners' Arms, Aikton. (Not agreed).
- Black Lion, Hethersgill. Not agreed.
- White Ox. Blackwell. Not agreed.
- Heilk Moon, Scaleby. Not agreed.
- Cumberland Hotel, Silloth. Not agreed.
- Joiners' Arms, Longnewton. Not agreed.
- White Swan, Dalston. Not agreed.

- 6. Lord Lonsdale.
- 7. G. G. Kirklington.
- 8. Sir R. Musgrave.
- 9. Esq. Dodd.
- 10. W. P. Standish.
- 11. Name unknown.
- 12. " "

W. G. P. Hodgson.

John Waiting.

Name. House.  
Joseph Wilson. Crown Botchergate Carlisle.



SECTION C. Short - term tenants of properties taken over or closed.

John Little. Crown & ...  
 Mrs. Tait. Scotch ...  
 Carlisle. Howard Arms, Lowther Street, Carlisle. Wallis agreed £200 on 13.12.16 with Saul & Lightfoot and W. Vasey, Valuer. Mrs. Tait refused to accept and went to Mr. C. M. Dix, Solicitor, Newcastle. On his advice she started an action for a declaration of her right to compensation. Since the Lords' Judgment in the Cannon Brewery case, negotiations for an agreed settlement have been resumed.

The following 5 men have shown overt and implacable hostility:-

J. C. Conacher. Crown Inn, Stanwix, Carlisle. Blue Bell, Rickergate, and Wheat Sheaf, Rickergate, Carlisle. Solicitor, Mr. C. H. Dix. Has always refused Wallis' offers to discuss compensation, or take any definite steps on his own account.

Wilson Forster. Jovial Sailor, Caldcotes, Carlisle. Wallis agreed £220 on 24.1.17 with Saul & Lightfoot and W. Vasey, Valuer. Forster refused to accept. The Board had to threaten him with an action for ejectment before he would give them possession as his landlord.

James Allison. Shakespeare Tavern, Carlisle. Wrote an abusive letter to Lord D'Abernon in July, 1916. Wallis agreed £30 with R. Dalton, Valuer on 6.9.16. Allison refused to accept. "The trade at the house was so small that it is evident that the tenant was making practically no profit at all". (Wallis' letter of 7.8.19.)

G. P. Hodgson. Bay Horse, Burnriggs. Board acquired business only. Hodgson refused to close this house on expiry of the notice, and had to be threatened with an Order of the Board prohibiting the sale of intoxicants in it. He is a client of Mr. Dix, and Wallis has been unable to move in the matter.

John Waiting. King's Arms, Kingstown. Conducted an abusive correspondence with the Board in 1916. Wallis agreed £100 with R. Dalton on 8.3.17, but Waiting refused it, and no further progress has been made.

The remaining tenants whose houses have been taken over or closed and who have not yet had their compensation agreed are:-

Extract from Wallis' letter of 7.8.19.

Name.	House.
Joseph Wilson.	Crown Hotel, Botchergate, Carlisle.
Mrs. Udall.	

"Compensation was agreed with Messrs. R. Dalton & Son on January 24th 1917, at the sum of £400, but Mr. Wilson refused to accept this amount.



Part 1. Section C.

Extract from Wallis' letter of 7.8.19.

"In this case Messrs. R. Dalton & Son acted for the Tenant, and I agreed the compensation with them on March 6th 1917 at the sum of £200. Mr. Little refused to accept the amount, and no further progress has been made."

"I agreed the compensation at the sum of £150 with Messrs. R. Dalton & Son on January 24th 1917, but this amount was refused by the Tenant, I have since been approached by Messrs. Wright Brown & Strong in the matter, who offered to accept £200, but I have felt unable to increase the sum agreed with Messrs. R. Dalton & Son."

"I agreed this with Messrs. R. Dalton & Son at the sum of £160, and reported the settlement to the Board on 8.2.17. A payable order was sent to Mr. Wood, but was returned by him and he has now placed the matter in the hands of Mr. Dix."

"I agreed the compensation at the sum of £125 with Messrs. Saul & Lightfoot and Mr. W. Vasey, Valuer, on January 23rd 1917, and Messrs. Saul & Lightfoot wrote me on March 16th, 1917, that their Client had refused to accept this amount."

"I agreed the compensation at the sum of £200 with Messrs. Saul & Lightfoot and Mr. W. Vasey on January 10th 1917. This settlement was refused by Mr. Wright, who has now gone to Mr. C.M. Dix."

"The compensation was agreed at the sum of £50 with Messrs. Saul & Lightfoot and Mr. Vasey on January 24th 1917. Mr. Johnstone refused to accept the amount, and I subsequently offered Mr. Vasey to increase the compensation but have been unable to settle the matter".

"Messrs. Saul & Lightfoot, and Mr. W. Vasey, act for Mr. Newman, and I offered the sum of £200 as compensation on January 10th 1917. This amount was refused by the Tenant".

"I have had prolonged negotiations with Mr. J. Hetherington, Solicitor, Wigton, and have offered Mrs. Little the sum of £100. Her claim was £300, which she has now reduced to £150".

"I offered the sum of £200 as compensation on January 30th, 1919. Mrs. Udall replied that this was inadequate and I have written several times since and have received no reply to my letter."

Name. House.  
John Little. Crown & Anchor,  
Scotch Street,  
Carlisle.

Name. House.  
W.M. Ferguson. Crown & Thistle,  
Stanwix,  
Carlisle.

Name. House.  
James Wood. Crown Inn,  
Stanwix,  
Carlisle.

Name. House.  
C. Park. Drove Inn,  
Rickergate,  
Carlisle.

Name. House.  
R. Wright. Globe Inn,  
Caldewgate,  
Carlisle.

Name. House.  
J. Johnstone. Liverpool Arms,  
English Street,  
Carlisle.

Name. House.  
J. Newman. Lord Brougham,  
Carlisle.

Name. House.  
Mrs. Little. Wellington Inn,  
Scales.

Name. House.  
Mrs. Udall. New Crown Inn,  
Maryport.



The following cases are now before the Treasury for sanction  
 The to settlements recommended by Mr. Wallis:-

these places in the \_\_\_\_\_

Divisions where there

lists given thus enable

Name. House. Date of reference to Treasury.

extent the Board are

The Board have taken

69.	James Scott.	ale City, Cross Keys, King Street, Maryport.	10. 7. 19.	Now paid.
70.	S. Barker.	the Count Jovial Butcher, Maryport.	10. 7. 19	Now paid.
71.	J. Sparke	Lion & Lamb, Maryport.	1. 8. 19.	Now in course of payment.
72.	J. Bell.	Class A means Oddfellows Arms, Bolton-low-Houses.	1. 8. 19	) 25. III. 19
73.	Ethel Bell,	of the Pheasant Inn, taking Fleming Square, Maryport.	10. 7. 19	Now paid.
74.	J. A. Clapham.	Ship Inn, over or Allonby.	1. 8. 19	now in course of payment 25. III. 19

The following cases are waiting, pending the settlement  
 of compensation with the brewers who own the houses:-

75. C. A. Lawlor. 1. Artillery Arms Enfield Lock Stores.
76. G. W. Platt. 2. Black Lion, Nelson
3. Board Inn, King Ordinance Arms,
4. Board Inn, Senho Enfield Lock.
5. Braddyll's Arms,
6. Broom Inn, High
7. Cross Keys, King
8. Golden Lion,
9. Grapes Inn, Irish
10. Jovial Butcher,
11. Lion & Lamb
12. The Maryport
13. New Crown, Bridge
14. Old Brewery, Eagle
15. Pheasant, Fleming
16. Queen's Head, Senho
17. Royal Oak, John
18. Sailor's Return,
19. Senhouse Arms, Cr
20. Shakespeare Arms,
21. Ship Inn, High
22. Ship Inn, South
23. Solway Inn, Stran
24. Station Inn, Gray
25. Sun Inn, Crosby

This concludes Part 1.

(Closed)

(Closed)

(Closed)

(Closed)



PART 111.

Progress in taking over town by town.

The towns and villages included in Part 111 include all those places in the Allerdale-below-Derwent and Maryport Divisions where there is more than one licensed house. <sup>Hayton, W. Newton &c</sup> The lists given thus enable one to see in what places and to what extent the Board are faced with competition by private traders.

The Board have taken over or closed the whole of the houses in Carlisle City, Cumberland Ward Division, and the direct control part of the Longtown division - except the Crown & Mitre Hotel, the County and Station Hotel, and the Silver Grill restaurant, Carlisle.

In Part 111.

Class A means houses already taken over or closed

Class B means houses where arrangements for the acquisition of the principal interest have been made, but taking over or closing not yet effected

Class C means houses where compensation for a large interest has still to be arranged, for which taking over or closing must wait.

1. Town of Maryport.

Class A. Houses already taken over or closed.  
(Taken over if not stated "closed")

1. Artillery Arms, Catherine Street.
2. Black Lion, Nelson Street
3. Board Inn, King Street (Closed)
4. Board Inn, Senhouse Street
5. Braddyll's Arms, Fleming Square
6. Broom Inn, High Street
7. Cross Keys, King Street
8. Golden Lion, Senhouse Street
9. Grapes Inn, Irish Street
10. Jovial Butcher, King Street
11. Lion & Lamb, Crosby Street
12. The Maryport Coffee Tavern
13. New Crown, Bridge Street (Closed)
14. Old Brewery, Eaglesfield Street
15. Pheasant, Fleming Square
16. Queen's Head, South Quay
17. Royal Oak, John Street
18. Sailor's Return, King Street
19. Senhouse Arms, Crosby Street
20. Shakespeare Arms, Senhouse Street (Closed)
21. Ship Inn, High Street
22. Ship Inn, South Quay (Closed)
23. Solway Inn, Strand Street
24. Station Inn, Grasslot
25. Sun Inn, Crosby Street