

Robert William Hillman Copy Letter Books, January to November 1893

Summarised by Penny Bartholomew, 2011.

The following are extracts from letters written by Mr.R.W.Hillman to clients, some of whom are personal friends. These letters are much less formal than his regular communications with clients, and give an insight into his character.

Jan. 26th – to W.B.Walker Esq. who had bought from “my son Mr. Stanley Hillman his one sixteenth share in the Residuary Estate of my late father “

Jan. 27th – a mention of his wife in a letter –refers to her as Marion

April 26th – to Mr.W.Norris – “Dear Sir, I should be obliged by your paying your half-yearly rent due to Major Bullen at Lady day last, at the Coach & Horses Hotel Charmouth on Friday the 12th May. Dinner will be on the table at 6 p.m.

May 25th – to Mrs.Berry re. Miss Elizabeth Dare, referring to advantage taken of “a woman quite unable to deal on even terms with you” – she was “a feeble & weak-minded old woman.”

June 5th – P.S. to letter to Col.Bullen – “when I next have the pleasure of seeing you here---“

June 6th – to G.Tweed Esq.re. case of Hallet vs. Sharpe – “My client’s loss happened in February last, & we are now in June. I do not think this is a fair way of treating him.”

June 16th – to Col. Mallock. “My dear Mallock, I was asked today what I wanted for Burley Villa. He would not take £2000. Will you take less?”

June 17th – to Mr. James Hallett – There seems no possibility of getting more than £12-10s.& you must let me know whether you will accept it or not. I suppose “half a loaf is better than no bread”.

Aug.17th – “Dear Will” – letter re. discharging of a debt by selling “trinkets”. “My Jeweller says that the only articles worth anything are the card case, coral seal & eye glass. Can you send me anything that I can turn into cash? So as to set me free from debt. I want to pay for the inscription on the gravestone.”

Sept.19th – to Mr.W.A.Pritchard re. Oddfellows Soc. – “I am not writing out of curiosity, but as Solic. To the Lyme Lodge”.

Sept. 26th – “My dear Mr.Parkin, I do not like asking you, but would you kindly send him your cheque?”

Oct. 5th – P.S. to letter to Dr.Hill – “I am sorry the envelope was insecurely fastened. I am generally very careful to close them firmly.”

Oct. 9th – to Mr.A. Lane – “I have charged you £7-7s as promised. If you had placed the matter in the hands of a Solicitor unacquainted with the Title, he would have been entitled to charge £15-15-0, besides the £4-10-0 for the stamps. I shall never make my fortune in Lyme Regis”

Oct.11th – letters to Messrs. Walter Skinner, T.Trott, Mr.W. Pinney,& Mr.J.Dampier requesting payment of rent due to Mr.Scarborough, invite them to “the White Hart Inn, Colyford, on Thursday the 19th inst., at 4 o/clock. Dinner will be on the table at 5 o/clock, when the pleasure of your company is requested.”

Oct.31st – to Mr.Le Geyt- “I will be with you on Thursday afternoon between 3 & 4.Should I be prevented I will wire.”

The following 2 series of letters reveal the sorts of cases with which Mr. Hillman had to deal, on a daily basis. The first I have called “Peek vs. Hallett” and relates to a boundary dispute, made difficult by the friendship between Mr.Hillman and Mr.PEEK. The second, which I have titled “Captain Manning”, shows that “Care in the Community” is by no means a present-day concept!

“Peek vs. Hallett”

Feb.22nd 1893 – letter to Revd. A.R.Sharpe (backed up by veterinary autopsy), re. Mr. Hallett’s cattle eating yew clippings from an overhanging hedge on his property – therefore is liable to pay Mr.Hallett compensation of £25 for the death of a steer, and a cow in calf. He quotes a test case from 1878; “I can draw no distinction between the two cases, & therefore I am sorry to say that the person whose servant clipped the yew-tree----- and allowed the clippings to fall on Mr. Hallett’s ground is liable to make good the loss.”

Feb.23rd. – “Dear Sharpe, Your letter contains a somewhat unusual request, but I have no desire to evade replying. My client’s case is that the cattle were poisoned by eating yew after it was cut, but of course he cannot be fettered from laying the whole facts before the Court, should the case ever get there. I need not tell you how devoutly I hope it never will”. Includes excerpts from statement by Norton (the servant), who says that “the cows had been bothering him all the time, ---he had not seen them eat it.”, and he had made efforts to drive them away “R. Hallett saw the tracks of the cows in the ground which was trampled on as if they had come all round the yew----it had been eaten close to the sticks.”

March 9th – letter to Mr. Sharpe’s solicitor (name unclear) – “there is no duty on the part of a neighbouring land-owner, such as you allege.---Mr.Hallett Jnr. Went to the field in the course of his duty about half past 11 a.m.,& found that the yews had been cut (at 10 a.m.) & the mischief done.

March 10th – “Dear Sir (to Solicitor?) , Miss Hallett has called at my office to say that her father declines your proposal. They claim £25, estimating the loss of the cow in calf at £16, & the steer at £8, with £1 for the veterinary’s fee.”

March 14th – letter to G.Tweed Esq. (Solicitor for Peek & Sharpe, St. Michael's College) – “How can I possibly help taking a “strong view” of this case?” He goes on to enumerate various stages in the story, and point out that the Halletts have an obvious, cast-iron case in law. “It is with the greatest reluctance that I have to argue this case against my old and kind clients Mr.Peek & Mr.Sharpe.”

After many more exchanges, offers, rejections etc. Mr.Hallett agrees to accept half his claim of £25, Mr. Hillman writes to G.Tweed on June 19th, “As my client has determined not to go to law, he must needs accept the £12-10s----at the same time, he entirely disputes your statement that it is “a fair contribution “ towards the loss.”

Captain Manning

Jan.6th 1893 – to Capt. Manning –a letter “to which I beg you earnest attention”, asking for money to pay “Miss Boteler £21 for arrears about £10 for the Drink Bills---I have just £30 left for the current quarter & out of it I shall have to pay Seymour & others for the rabbits-----unless the expenditure for liquor is vigorously complied with, I cannot attempt to manage your affairs in future.”

June 22nd – letter to Philip Witham Esq. re. “management of Capt. Manning”. At present it appears that Miss & Mr.Boteler who live opposite him, share the care, Mr. Boteler receiving £50 (per?) As Mr. Boteler is shortly to be married, Miss B. has suggested the £50 is discontinued, & she receive £4 a week, with the assistance of a “Mr. Kerbey – should only be paid for professional visits or assistance when actually called in---“. He suggests paying him” a fixed annual sum for controlling Capt. Manning when necessary, in lieu of Mr. Boteler. I think Mr. Kerbey would have more moral control, because Capt. Manning well knows that as a medical man, he can make things unpleasant for him if he does not behave well,or gives trouble in the matter of drink & c. Moreover, Mr.Kerbey resides opposite Miss Boteler's house & could be easily summoned to her aid when required.”

June 26th – “Dear Mrs. Gasquet, I have no doubt I can secure the same shooting for Capt. Manning as he had last season----I sincerely hope that Dr. Gasquet is much better.”

June 29th – to Philip Witham Esq. - My dear Sir, I send you copy of a letter received today from Miss Boteler, which settles the question as to Capt. Manning remaining under her care----she tells me he is more feeble in body----he has frequent fainting or similar attacks----I could not advise his coming into this town, unless he was well under control. There would be too many temptation opportunities. Dr. Gasquet would be able to advise the family.”

Aug.18th – to Capt. Manning – “Mr.Kerbey as your medical attendant, has in the most positive manner, advised that you should not shoot this season----“

Aug.28th – to Mrs. Gasquet – “what arrangements have been made with respect to the custody of the beer & spirits, & the control of their use by Capt. Manning?”

Aug.31st. – “Dear Mrs. Gasquet, - If Charles Pilley (the manservant) is sufficiently trustworthy to have the key of the wine & Spirits, he had better have the ordering of them----the bills for liquor have been reduced to about £25 per year----Miss Boteler wrote me that Capt. Manning has a bad cold and cough, with slight congestion of one lung.”

Things continued in a similar vein for several more months, until the problem was resolved by Capt. Manning’s death I in

Weather - Incidental to several of these letters are Mr.Hillman’s comments on the unusual weather in 1893

April 25th – “P.S. – Truly exceptional weather. I am sitting out (?), but never remember such weather (at this time)? of year.”

May 19th – “My dear Mallock, ----splendid sun here, & likely to continue.”

July 11th – to Elijah (Scarborough) – “The drought has at least come to an end. I never remember such a year before. From the 2nd March to 4th July we had in this neighbourhood but few showers. The pastures are burnt up & small Farmers & Dairymen in a deplorable condition. This last week we have had some splendid rain, which will bring on some grass & roots. Altogether I should think such a season of drought has not been known in England for half a century.”

July 24th – P.S. to letter to his Aunt – “Wretchedly bad times for poor farmers – I never remember such a year.”

July 24th – to Dowden – “It is a terrible season for farmers in most places, but times may mend yet.”

Aug. 17th – to his Aunt – “How do you like this tropical heat?”

Sept.6th – to J.K.Bros (Gros) Esq. – “Iam desired by Mr. Grattan to ask if you will make him some abatement from the half-year’s rent now due. It has been an exceptionally dry season----an abatement of 10p.c. would be reasonable.”

Sept.14th – to Mr. W.D.Copp about unpaid debt to Col. Bullen – “times have not been bad for butchers this year, by any means.”

People and Places in Lyme Regis

Jan. 6th – re sale of Cleveland – “Mr. Allhusen has bought it.”

Jan. 9th – “Mrs. Loveridge has approved of the Draft Lease of the “Black Dog” Inn to yourself (Mr.W.Stapleforth)”

Jan.21st – “Mr. Symes’s rent of Charton (sold to Sir H.Peek) “Manor of Downum Graville”, sold to Mr.Allhusen.”

Jan.23rd – M.C.Preston was Town Clerk.

Jan.24th – to Mrs. Channon – “I have been consulted by Mr.Wills respecting the Mortgage on the Premises in Horse Street.”

Jan 27th – re R.Bowdidge Esq. – “Dear Sir, ---it is very desirable that the question as to the liability for Repairs to the Nag’s Head should be cleared up”----mentions Ann Powell’s covenant in the original Lease, & also the Residuary Legatees “Robert & Ann Bowdidge, the children of the late Abraham Bowdidge----the Landlord has promised to allow £20 out of the rent of “Northhay”, if the Nag’s Head is put in repair”

March 13th – to Mr.A.Symes, Charton Farm, Lyme Regis. – request for tithe payment

April 7th – to Mr.J.Roberts, Hole Farm, Lyme Regis. – “Agreement for renting the Golf Ground”

May 24th – to Miss Myra Channon – “I have received positive instructions to have the property in Horse Street sold by auction. I will hold my hand till Saturday in the hope that you may get some friend to pay off the Mortgage.”

June 7th – to Mr.Ollerhead – “No tithes are payable in respect of Grindon. They belong to Sir H.Peek as the owner of the land.”

June 23rd – to Mr. F.N.Sellers – re. Boon’s Mortgage – “the Trustees advanced to you £500 on Broad Street, & £150 on Coombe Street”.

Aug. 11th – to Mr.G.Boon – sent him deeds of property in Horse Street.

Aug. 14th – to W.B.Wallis Esq. – “Mr.Miller will accept £15 for the cottages in Mill Green, if you will pay all legal costs.”

Aug. 18th - to Mr.A.Cox, the Butcher, - an unpaid debt by Mr.J.Hawker

Aug. 22nd - to W.W.Henley Esq. – “Dear Henley, I do not know that any form of conveyance is necessary when land is purchased for Volunteering purposes.Mr. Philpot is building a new Drill Hall for the Lyme Volunteers, but I do not know that he intends to part with the ownership of it. He is one of the officers.”

Aug 30th – to Mr.John Batten, Game Keeper, Hole, Lyme Regis.

Sept. 2nd – to W.J.Miller Esq. re Mill Green cottages. – “I send you Cheque for £14-11-8 for the purchase money,having deducted 8/4 for 5 months quit rent from 25th March last.”

Sept.4th – to Mr.Wallis – “Will you kindly get made for me the cistern I spoke to you about last week & place it at Mrs.Cox’s & Mrs.Case’s cottages with as little delay as possible ?”

Sept. 14th – to Mr.G.W.Stevens – “Mr.Berry having sold his premises in Horse Street & his business---“

Sept.14th – to Sir Lionel Smith-Gordon re. “Fernhill”, the lease of land by the “Club”---“playing on the ground or preparing it for play.”

Sept.25th – to Mr.A.Bennett – “The pump at Ivy Cottage won’t work. It has been mended 7 or 8 times. Mr.Sharpe says since they have been there, it is wrong again----“

Sept.26th =- to W.B.Wallis Esq. “Mr.Sellers has sold the house & shop in Broad Street to Mr.A.Lane-----I will pay the £550 & interest to date to our Trust Bank A/C.”

Sept.28th – to Sun Fire Office – “Dear Sir, Please issue new policy in the name of Albert Lane of Lyme Regis, Tailor & Outfitter as Mortgagor, & Robert Lane, Tailor, of Honiton, Devon, as Mortgagee. On Dwellinghouse, shop &premises situate in Broad Street, Lyme Regis occupied by said A.Lane - £800.”

Oct.3rd – to insurance office re. Mr.Lane’s premises – “The buildings proposed for the insurance are all stone & slated & all communicating with one another. The lights therein are all properly secured & protected.”

Oct.12th – letter to Mrs.Vizard, who has asked Mr.Hillman to assist Mr.Radford in letting Portland Lodge. – “he has so many more opportunities of finding a tenant in his business of House Agent than I have as a Solicitor-----I always find him very energetic in all matters placed in his hands, & to take much trouble for his employers. It is not an easy matter to let a nice place like Portland Lodge, furnished, especially for a term----If I find a tenant, Radford can have the commission,”

Nov.6th – to W(?)J.Grove – “Dear Sir, I am instructed by G.W.R.Warren to write to you & complain of the damage done to his property at Launchycroft Orchard by 8 cattle on two several(sic) occasions, i.e. on the 21st August & yesterday. On the first occasion they damaged the grass crop & apples, & yesterday they attacked & pulled about the hayrick, eating part of it, besides apples. I am instructed to claim of you £6.”

Nov.15th – “The Bench granted a temporary transfer of license of the Cobb Arms to James Charles.”

And finally , two excerpts relating to farming matters, which even in 1893, still occupy quite a lot of Mr.Hillman’s time:

April 27th – “Dear Major Bullen, I have an offer of £120 for the three ricks at Catherston. I could not get an offer for the two inferior ricks only Mr.Radford is of the opinion that if the offer were increased to £130 , it would be well to accept it. It is not easy now to sell ricks of hay “

May 2nd – to Mr.J.Grove – “Dear Sir, I have received instructions from Major Bullen that the lowest price for the three ricks of hay is £130 cash. He says “no rick of hay can be better than the large one, it was made beautifully, is first cut, is rye grass &

clover, and weighs very heavy, as it was carried as soon as it could be safely carried, and was not left to get over dry.””