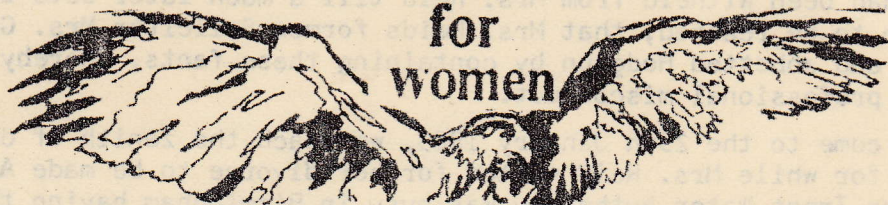


# A Question of Conspiracy

*\*ONE OF THE MOST SHOCKING, AND SHAMEFUL CASES IN THE ANNALS OF BRITISH JUSTICE\**

# NOTTINGHAM BEHIND CLOSED DOORS

justice  
for  
women



ONE FLEW OVER THE CUCKOOS NEST

## CITY SOLICITOR

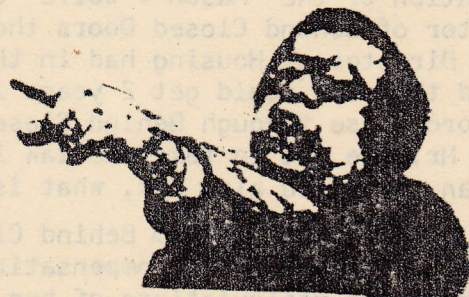
*John S Hodgson lands*

# "SEVERN TRENT WATER AUTHORITY"- IN £20,000. LAW SUIT.

*Attending Mr. Paul Balen-Freeth Cartwrights-30 minutes-9.11.81*

*Mr. Balen produced a revised and up dated edition of "Nottingham Behind Closed Doors" which I perused briefly. We discussed the apparent revival of the extra legal issues in this matter. Mr. Balen confirmed to me that the reason why he had issued a Writ in the first place was to gag earlier expressions of a similar nature.*

Once again Mr. John Hodgson proves that "Truth is stranger than Fiction". This time not only has he perverted the course of justice by arranging to have his clients debts transferred into his wifes name, he has got Severn Trent Water Authority into what could be a very costly Law Suit.



*In the life of every man and nation,  
Comes the moment to decide  
Between good and evil,  
Truth and falsehood.*

**Is it true?**

**Democracy or Hypocrisy**

## A Question Of Conspiracy

The above may seem strange to readers of this edition of "Behind Closed Doors" as it deals with a divorce case, yet we feel that it is the only adage which so aptly points out the corrupt activities of Solicitors, County Court Registrars, and Officials of the Severn Trent Water Authority who not perverted the course of justice but, knowingly aided and abetted one another in doing so.

In his letter dated the 7th January 1982, Mr. John Hodgson points out in page 2. paragraph (b) that his client would meet with the rates until the Divorce was made Absolute, how then can he explain the fact that inspite of 2 summonses and a Writ of Judgement, his client had not met with his commitments, in fact with the revelation of Hodgsons letter dated the 19th November 1982, it now becomes clear that it was on Mr. Hodgsons insistance that his client had not met with his commitments, and with the fact that this letter dated the 19th November 1982 had been withheld from Mrs. Reid till a much later date leaves only one assumption to be reached, that Mrs. Reids former Solicitor Mrs. Goodall of Gregsons aided and abetted Hodgson by containing these facts, thereby portraying a grave act of professional misconduct.

When we come to the 25th January 1983, we reach the zenith of depravity and corruption for while Mrs. Reid waited for her divorce to be made Absolute, Mr. Bridle of Severn Trent Water Authority was busy in Birmingham having the summons ammended into tMrs. Southams maiden name of LMB REID, on the recommendation of Mr. Hodgson, and again when the warrant for the seizure of goods was issued on the orders of the County Courts registrars Hotter, Hibbert, Enzer, and Cochrane, they were the same registrars who made the decree absolute in Mrs. Reids divorce, so they knew that the summons issued against Mrs. Reid were completely out of context as they went back to 2 years before the decree absolute, yet when other facts are revealed they will show that they were the same registrars who enabled Solicitors John Hodgson and Paul Balen in containing the "Mason v Wolfe" case and keeping it out of court thereby perverting the course of justice, yet these same people continue to practice as Registrars and Solicitors, for they are protected by a Law Society which in some aspects could make the inner intrigues of the Mafia seem crude by comparison.

Next we turn to the involvement of Councillor Nigel Lee in this divorce case, which seems odd for Cllr. Lees' commitments to the Nottingham City Council as he was on the Housing and Finance Committees and only represented the people of Radford in his Constituency on the other side of the city from Mrs Reids home in Silverdale, for a better insight into Councillor Lee's involvement in this divorce case we look back to his involvement in the "Race Riots" of 1981, he was arrested in Hyson Green during the riots of 1981 and was sent to prison for 3 months, yet he was released after only serving 3 weeks through an appeal by Solicitor John Hodgson, and since then has assumed the role of an unpaid BATMAN to John Hodgson.

Six months before coming a City Councillor he met with members of Behind Closed Doors in an effort to persuade them to keep Mr. Hodgsons name from the publication of the "Mason v Wolfe" case, since then he has stressed many ntimes to the editor of Behind Closed Doors the power people like Mr. Hodgson and Arthur Oscroft the Director of Housing had in the courts, he has in the past month intimidated Mrs Reid that she could get 2 years in prison or at best could lose credibility in her divorce case through Behind Closed Doors printing her story, we now ask what right has Mr. Lee got to take the law into his own hands to threaten and intimidate this woman, we would also ask, what is Mr. Lees commitment to Mr. John S Hodgson.

We of Nottingham Behind Closed Doors now ask, what can this woman hope to receive in the way of compensation for the months of mental conflict and harrassment at the manipulations of her Legal Rights by Solicitors, County Court Registrars, Severn Trent Officials and City Councillor Nigel Lee and others who are a disgrace to their professions, in fact Nottingham County Court has become better known as the DIRTY TRICKS DEPARTMENT or the Graveyard of those on Legal Aid.

## INDEX

This index reveals what a woman had to go through in her divorce case at the hands of unscrupulous Solicitors, County Court Registrars, and Water Board Officials, who in the light of the evidence which this book reveals have made a mockery of the very Laws that they had sworn to uphold.

Page.

- 1 to 4. Letter to Mrs. Reids solicitor from her husbands solicitor dated the 7th January 1982, which states in page 2 paragraph (a) that his client would meet with the childrens clothing debts, and again in paragraph (b) page 2 he explicitly states that his client would meet with the rates until the divorce.
- 5 Summons issued to Mrs. Reids husband Mr. V. Southam dated 29-7-82 by a J. Stevenson, a solicitor for Severn Trent Water Authority for non-payment of water rates.
- 6 Writ of Judgement dated the 15-10-82 on Mr. V. Southam for non-payment of water rates.
- 7 Another over due account letter to Mrs Reids husband Mr. V. Southam dated the 15-11-82 from Severn Trent Water Authority for non-payment of the water rates.
- 8 An amazing letter to Mrs Reids solicitor Gregsons dated the 19th November, 1982 in which Mr. Hodgson clearly states his client would no longer pay the water rates, yet in his four page letter of the 7th January 1982, he clearly states his client would meet with the rates until the divorce, this shows that Hodgson was manouvering to get the rates transferred to his clients wifes name, yet Mrs Reid knew nothing of this until much later, not only had her solicitors "Gregsons" neglected to inform her, they had done nothing to halt this miscarriage of justice.
- 9 Certificate of Decree Nisi Absolute from Nottingham County Court dated the 25th January, 1983, to Mrs Reid.
- 10 Certificate of transfer of Summons to Mrs Reid dated the 25th January 1983, the same day her divorce was made absolute, yet her solicitors Gregsons were well aware of this, this shows that they had to be working with Hodgson in what can only be gross professional misconduct.
- 11 Warrant issued by Nottingham County Court dated the 22nd April 1983 and signed by Registrars, Hibbert, Hotter, Enzer, and Cochrane, the same four registrars who previously conspired with Hodgson and Paul Balen to suppress truth and justice by containing the "Mason v Wolfe" case and keeping it out of court. they were well aware of the circumstances of the case yet they issued the Warrant knowing full well it was professional misconduct.
- 12 An account letter from Severn Trent Water Authority to V Southam, Mrs Reids husband dated the 16-5-83 for the same amount of £210.48p. for which they had previously transferred the summons to Mrs Reids name on the 25th January 1983, we must now ask, did they realise they could be sued for corrupt practice especially as their own solicitor J. Stevenson issued the first summons.
- 13 A letter to Severn Trent Water Authority dated the 27-5-83 from Mrs Reid asking for an explanation as to why the summons was transferred to her name without her knowledge.
- 14 Letter dated the 27-5-83 to Severn Trent Water Authority from Mrs Reids new Solicitor asking for an outline of the circumstances leading to the transfer of the summons.
- 15 Letter dated the 8-6-83 from Mrs Reids Solicitors to Mr. Hodgson as to why he had not filed his clients Affidavit, and also concerning the action in Birmingham County Court as regards the ammending of the summons, and also an explanation from Mr. Hodgson as to the part he played in this unethical conduct, which has gone unanswered.
- 16 Letter to Mrs Reids Solicitors dated the 14-6-83 from K.W.Bridle of Severn Trent Water Authority, which is a pathetic attempt to cover an unscrupulous attempt by him and Hodgson to mentally brow beat a woman by having a summons ammended to her name thereby forcing her to sell her home as Hodgson had made sure her maintenance to keep her and her 2 children was £32 a week, thereby ensuring she could not pay the rates.

INDEX CONTINUED.

- 17 Letter to the Editor of Nottingham Behind Closed Doors, Mr. Boyd from the Privy Council saying that Mrs. Reids case had been passed to the Lord Chancellors Department, and also a letter of judgement on the Routhan v Arun case which makes a liar out of Mr. Bridle in his attempt to contain the case, in the Routhan v Arun case the woman in question was given a decree absolute on the 21st December 1978, her rates were assessed from the 22nd December 1978, in Mrs Reids case the summons which was ammended in her name by Bridle and Hodgson at Birmingham County Court was for a period of 2 years before her divorce became absolute, this can only be seen as corruption as at the time Mrs Reids previous solicitors Gregsons were aware of the facts yet made no attempt to defend their client either in court or by letter.
- 18 A letter dated the 7th February 1983, from V. Southam, Mrs. Reids ex-husband to Mr. Sheldon of the City Treasury stating on the advice of his solicitor Mr. Hodgson, he was no longer responsible for the rates of the house due to his divorce being made absolute, yet in his letter of the 19th November two months before the decree Mr. Hodgson also stated his client was not going to pay the rates, from a solicitor whose job is to uphold the Law this can only be seen as unethical conduct.
- 19 Summons issued to Mrs Reid dated the 13-7-83 in her married name of Mrs. Southam by Mr. Sheldon of the City Treasury, and as can be seen the rates had been assessed on the 14th March 1983, this proves the rates were for the previous year before, before the decree absolute, we must now raise the question, was Hodgson leading his client, as a solicitor he must surely have known he was breaking the Law, we must also ask how Mr. Sheldon issued a summons on the say so of Mr. V. Southam, or had the City Housing and Treasury Department a closer affinity with Mr. Hodgson, for it was Mr Hodgson who jeopardised his clients interest to keep a case of libel against Mr. Arthur Oscroft, Director of the City Housing out of Court.
- 20 Letter dated the 26th August 1983 to Mrs Reid from Mr. K.W.Bridle of Severn Trent Water Authority, the same Mr. Bridle who signed as Plaintiff in the ammended summons dated the 17th January 1983, from the writing of the letter it seems that Mr. Bridle makes up his own laws as he types.
- 21 Letter dated the 26th August 1983 to Mrs Reids solicitors from Mr. Bridle again trying to use the Routhan v Arun case, Mr. Bridle must know that Severn Trent Water Authority face a heavy Law Suit for the way this woman was brow beaten and intimidated.
- 22 Letter to Mrs Reids Solicitors from Hodgsons office dated the 31st August 1983, which shows surprise that Severn Trent are claiming arrears of water rates from his client conveniently neglecting to state it was he Hodgson who manipulated the transfer of the summons in the first place.
- 23 A letter to Mrs Reids Solicitors dated the 12th September 1983, from Hodgsons Office stating that their client was embarrassed by "Behind Closed Doors", it also states that their client and Mr. Hodgson are considering what action to take against "Behind Closed Doors", we wish he would.
- 24 A Letter to Mrs Reid from her Solicitor dated the 15th September 1983, which shows that for the first time, she found a solicitor who was getting on with the job in hand.
- 25 Letter dated the 15th September 1983, sent to Severn Trent Water Authority by Mrs and Reids Solicitors, plus a copy of a page of Family Law from the TIMES 6th February 1983, which is a reaffirmation of the Routhan v Arun case which was in Behind Closed Doors in the July edition, 1983. He also asks Severn Trent for an explanation as to how the summonses were ammended and what compensation Mrs Reid was entitled to for the removal and storage and damage to her furniture, we say at least £5,000 worth of furniture, the harrassment and constant fear of County Court Bailiffs coming to execute a judgement which stinks of malpractice and corruption, the mental conflict which she and her family went through, we of Behind Closed Doors give a rough estimate in the region of £25,000, but when bearing in mind Severn Trent were also involved with John S Hodgson in containing the "Mason v Wolfe" case and keeping it out of court, it makes one wonder what the real cost is in mental conflict when people like Hodgson are allowed to carry on regardless of having the moral scrouples of an alley cat., and to make matters worse are protected by a Law Society which is making British Justice the laughing stock of Europe.

**FRASER, BROWN, WHITE & PEARS**

**SOLICITORS**  
**COMMISSIONERS FOR OATHS**  
R. SEELY WHITEBY  
J. V. MOORE  
P. L. T. JACKS  
A. B. PALFREMAN, M.A. (CANTAB)  
D. I. HENSON, M.A. (CANTAB)  
J. S. HODGSON, M.A. (CANTAB)

**OFFICE HOURS:**  
9-1 & 2-5  
MONDAY TO FRIDAY

**84 FRIAR LANE,**  
**NOTTINGHAM**  
NG1 6ED  
TELEPHONE: 42541 (3 LINES)

OUR REF..... JSH/KS  
YOUR REF..... EKH/REID

7th January 1982

Dear Sirs,

Southam and Southam

We write further to our letter of the 30th of December. We have taken our client's instructions on your letter, and our comments follow. We are however also instructed to write in connection with certain behaviour of your client which has recently come to our client's attention.

It appears that on a number of occasions in the last few weeks your client has telephoned our client's employer at 6 in the morning. She has apparently spoken at length to various members of the staff present at the time. The reason why the matter has only just come to our client's attention is that it was only today that your client spoke to a senior member of staff who reported the matter to his superiors. In the first place our client is highly embarrassed by the fact that his and your client's personal affairs are being discussed apparently at random with total strangers whose only connection with our client is that they happen to work for the same relatively large organisation. In the second place it appears that following the report from the gentleman to whom your client spoke this morning there has been a meeting of Directors to consider the position. Our client has been warned firstly that his own job performance will now be closely examined to see whether his present matrimonial difficulties are adversely affecting it which could possibly have very serious repercussions on his employment, and secondly that the Company finds this behaviour of your client quite unacceptable in that it embarrasses the staff who have to deal with these telephone calls, and takes them away from the duties for which they are being paid. We understand that this morning's telephone call for example lasted all of thirty minutes.

Obviously our client has only had a second or third hand account of what your client has been saying, and it appears that your client is giving a very over dramatised and very partial account of the situation. Some of what your client has had to say bears on the younger children of the family. The reason why our client has not made more effort to see these children since the separation is simply that he has felt that his presence at the matrimonial home would upset and annoy your client.

Cont/..

Our client would certainly be happy to see more of these children and help them come to terms with what has happened. All that is necessary is for your client to give an indication of some means whereby this can be achieved.

Our client honestly believes that he has done his best to minimise the adverse effect of the separation on your client and he will continue to do so so far as is within his power. If your client requires an outlet for her emotions on the subject, we would have thought that there are a considerable number of people and organisations far more suitable than randomly selected fellow employees of our client.

We now turn to deal with your letter of the 21st of December and our client's comments arising therefrom. We shall deal with the points raised in the same order in which you raised them.

- (a) This is the first that our client knew of these standing orders. He tells us that they do not in any way relate to clothes for himself, although he accepts that they may quite well relate to clothes for the children. In so far as they relate to clothes for the children our client will be prepared to assume responsibility for them. We shall however require full details of the amounts still payable, and the items of clothing which are involved. Our client tells us that he has never had any dealings on credit with either of these two organisations, and he believes that in so far as these accounts do not relate to clothes for the children they may well relate to clothes or other items for your client which our client is not prepared to pay for.
- (b) The only insurance premium of which our client is aware is the House Insurance collected by the Building Society in addition to the mortgage payments. Our client is prepared to continue to meet this. Our client is also prepared to meet the rates until there is a divorce. Once there is a divorce, our client will no longer be in rateable occupation, and your client will be able to obtain a rate rebate. It is obviously difficult for us to make the necessary calculations, but we would have thought that the rebate would be a substantial one. We would be prepared to advise our client at that stage to consider an adjustment to maintenance if the residual rates liability were substantial.

- (c) These Policies were taken out to provide funds to provide our client's parents with a decent funeral. As such they do have a purpose to serve, but our client would propose that he should take these over, and if your client will make available the necessary Policy documents he will do so.
- (d) You are correct in your assumption that our client's financial proposals have been put forward on the basis that your client is free to decide whether to remain at 109 The Downs or not. Our client certainly had no desire to disrupt the children's education at this stage. It therefore follows that our client would be prepared to agree to a resolution of this matter which would secure your client's rights of occupation of 109 The Downs until such time as the children had completed their education.
- (e) We have taken our client's instructions on the subject of divorce. It is clear that the marriage has irretrievably broken down, and our client would not defend a Petition filed by your client on the basis of his unreasonable behaviour, on the assumption that there was no claim for costs. We agree with you that this method would be the most appropriate one of ensuring that a Consent Order for Maintenance could be made without delay.
- (f) There are certain further minor points which our client has asked us to raise. The first is that, as your client has been informed direct, it was an oversight on our client's part to pay her the full £200 in December. Unless there is an order in force, or at any rate, <sup>proceedings</sup> on foot which will enable a backdated order to be made, the January payment will be £140. Our client has recently received a Gas bill. He will settle this as soon as possible. It does however contain an amount of arrears from a bill rendered on the 13th of October 1981. This of course relates to a period when the financial arrangements were that our client retained £50 from his salary and your client was responsible for settling all household financial matters. Our client feels that he should be entitled to recover this sum from your client at some later stage, probably by deduction from maintenance. Our client has recently received a telephone bill in the sum of £110.22. It is not actually clear whether this bill covers simply the period from the last bill up to the time when our client left and your client took over the responsibility for the telephone, or whether it covers some part of the subsequent period. Our client will pay this bill subject to clarification of that point.

There is in the house a Halifax Building Society pass book. There is approximately £100 in the account, which is in our client's sole name. We understand that this is a balance left over from the purchase of the present house. When our client came down to Nottingham he had a substantial sum of money which we were able to invest for a short period pending completion of the purchase. He accepts that this belongs to the parties jointly, and the only reason that the account was not put in joint names at the time was one of convenience since it was pointed out to him that a week's interest might well have been lost while the forms were being sent up to your client in Scotland for signature. If this pass book can be released to ourselves we are authorised to give an undertaking that the account will be closed and the proceeds divided equally, although we would point out here that your client might find it convenient to discharge the arrears on the gas account out of her half share. Our client still has a number of items to collect from the house. There are apparently some clothes, two suitcases and a portable television which was a gift from his parents. As soon as he has these items he is prepared to hand over to your client the keys which he still has. Our client has also confirmed that your client can keep the whole of the contents of the matrimonial home, but if she intends to dispose of anything our client would expect that it should be offered to him before being offered or disposed of elsewhere.

Finally, we have given some thought to the form of maintenance Order that should be made. The total payments that our client is making for the benefit of your client and the children are approximately £340 per month. That is to say one half of the mortgage interest and Endowment Premiums amounting to £140 and a further £200 by way of maintenance. We take the view that the Order should be for maintenance to your client at the rate of £190 per month, maintenance to each of the children at the rate of £75 per month, coupled with an undertaking by our client to pay the mortgage interest, Endowment Premiums, Building Insurance and rates (the latter of course only up to Decree Absolute). Your client would actually receive £200, and our client would continue to actually pay the mortgage etc.

Yours faithfully,

*Fraser*

Messrs. Gregsons,  
Solicitors,  
84 Derby Road,  
Nottingham NG1 5FD.



IMPORTANT - BEFORE COMPLETING THIS FORM SEE INSTRUCTIONS OVERLEAF

# BIRMINGHAM COUNTY COURT

Summons Number

W82 149016 05

Plaintiff

SEVERN-TRENT WATER AUTHORITY  
LOWER TRENT DIVISION  
GREAT CENTRAL ROAD  
MANSFIELD  
NG18 2RJ

## PARTICULARS OF CLAIM

PROP REF NO

5 19 21 0126 1090 1 8

THE PLAINTIFF'S CLAIM IS FOR CHARGES FIXED BY THE PLAINTIFF PURSUANT TO THE WATER ACTS 1945 AND 1973 AND THE WATER CHARGES ACT 1976 FOR THE PERIOD

1ST APR 1982 TO 30TH SEP 1982

Plaintiff's Solicitor

J. STEVENSON - SOLICITOR FOR THE PLAINTIFF WHO WILL ACCEPT SERVICE OF ALL PROCEEDINGS AT THE ADDRESS SHOWN ABOVE

TOGETHER WITH ARREARS, IF ANY, FULL PARTICULARS WHEREOF HAVE BEEN DELIVERED

Ref No.

IN RESPECT OF (IF DIFFERENT FROM THAT SHOWN OPPOSITE)

Defendant

MR V SOUTHAM

109 THE DOWNS  
WILFORD  
NOTTINGHAM  
NG11 7EA

IMPORTANT - BEFORE COMPLETING THIS FORM SEE INSTRUCTIONS OVERLEAF

# BIRMINGHAM COUNTY COURT

Summons Number

W82 149016 05

What the claim is for

CHARGES DUE AS BILLED

Signed

Date 27/07/82

PARTICULARS

I apply for this action, if defended to be referred to arbitration (Mark box if appropriate)

SEVERN-TRENT WATER AUTHORITY  
LOWER TRENT DIVISION  
GREAT CENTRAL ROAD  
MANSFIELD  
NG18 2RJ

The defendant is not a person under disability

Amount claimed 148 58

Court fee 14 90

Solicitor's costs 15 00

TOTAL 178 48

JURISDICTION (DEFENDANT OUT OF DISTRICT)

Date of issue 29 JUL 82

The facts relied upon as showing that the cause of action arose within the district are

THE CHARGES ARE DUE AND ASSESSED IN BIRMINGHAM

Date of service

By posting on the

Officer

The summons in this case has not been served

Ref No.

Defendant

MR V SOUTHAM

J/E BY DEF.

Which must be mentioned in any letter to the Court about this case.

SEVERN-TRENT WATER AUTHORITY  
LOWER TRENT DIVISION  
GREAT CENTRAL ROAD  
MANSFIELD  
NG18 2RJ



MR V SOUTHAM  
  
109 THE DOWNS  
WILFORD  
NOTTINGHAM  
NG11 7EA

Defendant

IT IS ADJUDGED that the Plaintiff do recover against the Defendant

the sum of

£ P

148 58

for debt or damages

and

29 90  
6 00

costs on summons

costs on entry of judgment

amounting together to the sum of

184 48

into Court or to the Plaintiff)

AND (the Defendant having paid the sum of

—

to the Registrar of this Court

IT IS ORDERED that the Defendant do pay the sum of

184 48

on the

29 OCT 82

Dated

15 OCT 82

METHOD OF PAYMENT

By calling at the Court Office Payment may be made in cash or by BANKER'S DRAFT, GIRO DRAFT or by CHEQUE SUPPORTED BY A CHEQUE CARD SUBJECT TO THE CURRENT CONDITIONS FOR ITS USE. Drafts and Cheques must be made payable to HM PAYMASTER GENERAL and crossed.

PAYMENT OTHERWISE THAN AT THE COURT OFFICE COUNTER DURING OFFICE OPENING HOURS IS AT THE PAYER'S OWN RISK. Remittances to the court by post must be by POSTAL ORDER, BANKER'S DRAFT or GIRO DRAFT only, made payable to HM PAYMASTER GENERAL and crossed. Cheques, giro cheques and stamps are not accepted. Payment cannot be received by bank or giro credit transfer.

This form should be enclosed and postage must be prepaid. A stamped addressed envelope must be enclosed to enable this form, with a receipt, to be returned to you.

THE COURT OFFICE AT:-

2 Newton Street  
Birmingham B4 7LU

is open from 10 a.m.  
till 4 p.m. on  
Mondays to  
Fridays only.

D. F. Burnie  
Registrar



**SEVERN-TRENT WATER AUTHORITY**  
1982/83 CHARGES

3

PROPERTY REF: 5 19 21 0126 1090 1 8 PLEASE QUOTE FOR ALL ENQUIRIES  
ENQUIRIES TO → LOWER TRENT DIVISION GREAT CENTRAL ROAD,  
MANSFIELD.NG18 2RJ TEL:MANSFIELD 643321

Please notify any error or change of name or address

MR V SOUTHAM  
109 THE DOWNS  
WILFORD  
NOTTINGHAM

10/1956

SECOND HALF YEAR

Please Tick this box if a Receipt is essential

NG11 7EA

**OVERDUE ACCOUNT**

**HOW TO PAY  
SEE OVER**

PROPERTY REFERENCE	OWNER REF.	DATE	AMOUNT DUE
5 19 21 0126 1090 1 8		15 11 82	£ 38.04
ADD :AMOUNT SUBJECT TO COURT ACTION			£184.48

**OVERDUE ACCOUNT**

Our records show that at the above date the amount due was still outstanding. Please make payment within ten days from the above date.

Unless payment is received in full the Authority may take legal action for recovery of the debt and/or disconnect your water supply.

If court action is necessary legal costs will be incurred which you will have to pay. If disconnection takes place the cost of disconnection and reconnection will have to be paid before the water supply is restored.

IF PAYMENT HAS BEEN MADE SINCE THE ABOVE DATE PLEASE DISREGARD THIS NOTICE (at least four working days must be allowed for payments made through a bank or post office).



**PAYMENT SLIP—TO BE SUBMITTED WITH PAYMENT**

Local Merseyside GIR OAA

Reference

Credit Account No

Amount (no fee payable at the counter)

By transfer from Girobank Account No

51921 0126109018

401 0426

£ 38.04

15PA  
20BA

MR V SOUTHAM  
109 THE DOWNS  
WILFORD  
NOTTINGHAM

NG11 7EA

Signature

PLEASE DO NOT FOLD THIS SLIP OR WRITE BELOW THIS LINE

5192101261090186 X74010426 000038040

FRASER, BROWN, WHITE & PEARS

SOLICITORS  
COMMISSIONERS FOR OATHS

R. SEELY WHITBY  
J. V. MOORE

P. L. T. JACKS  
A. B. PALFREMAN, M.A. (CANTAB)  
D. I. HENSON, M.A. (CANTAB)  
J. S. HODGSON, M.A. (CANTAB)

OFFICE HOURS:  
9-1 & 2-5  
MONDAY TO FRIDAY

OUR REF. JSH/KS

YOUR REF. MKG/JS/REID

84 FRIAR LANE,  
NOTTINGHAM  
NG1 6ED

TELEPHONE: 42541 (3 LINES)

19th November 1982

Dear Sirs,

Southam and Reid

We understand from our client that the older of the two children of the family still at home is now in full time employment. That being so, it is clearly appropriate that the question of maintenance be reviewed.

As you will no doubt recall our client has for approximately a year been paying maintenance on the basis of our proposals of the 13th of November last. We appreciate that you may have been reluctant to consider formal proposals when the question of sale of the matrimonial home was unresolved.

Nevertheless the net situation is that for the past twelve months your client has actually lost £60 each month because of the absence of a Court Order.

We would suggest that matters now be regularised and that there be a Court Order. Our client would submit to continuing to pay the mortgage, but not the rates and other outgoings in respect of the matrimonial home. He would also be prepared to continue to pay maintenance at the equivalent of the previously agreed rate after deducting a suitable amount for the child who is now no longer dependent. We would consider that that amount is £60, and so the Order should be in the sum of £80 per month for your client and £60 per month for the younger boy.

We do feel strongly that the matter should be resolved one way or another, and while our client is most reluctant to take unilateral action, he may find himself compelled to that course unless matters are resolved by agreement.

Yours faithfully,

Messrs. Gregsons,  
Solicitors,  
84 Derby Road,  
Nottingham.

certificate making Decree Nisi Absolute (Divorce)

**MATRIMONIAL  
CAUSES RULES**

In the NOTTINGHAM County Court.

Rule 67(2)

No. of matter 1982(D)1005

BETWEEN LEXIE MARY BELL REID (formerly Southam) *Petitioner*

AND VICTOR TIMOTHY SOUTHAM *Respondent*

AND *Respondent*



Referring to the decree made in this cause on the 9th

day of November 19 82, whereby it was decreed that the marriage

solemnised on the 14th day of July 19 54

at The Parish Church in the Parish of S Anne Brondesbury in the County of Middlesex

between Lexie Mary Bell Reid (formerly Southam) the Petitioner

and Victor Timothy Southam the Respondent

be dissolved unless sufficient cause be shown to the Court within six weeks from the making thereof why the said decree should not be made absolute, and no such cause having been shown, it is hereby certified that the said decree was

on the 25<sup>th</sup> day of January 1983, made final and absolute and that the said marriage was thereby dissolved.

Dated 25<sup>th</sup> January 1983.

A.A. HIBBERT, G.A. HOTTER,  
C.E. LAVENDER,  
C. ENZER,  
*Registrars.*

Address all communications for the Court to: The Chief Clerk, County Court, St. Peter's Gate, NOTTINGHAM.  
The Court Office at St. Peter's Gate, Nottingham,  
is open from 10 a.m. till 4 p.m. on Mondays to Fridays only.

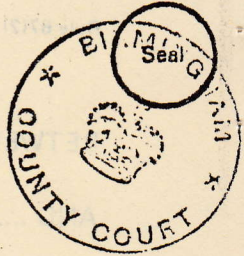
BIRMINGHAM

(1) BETWEEN SEVERN-TRENT WATER AUTHORITY PLAINTIFF

AND

MR. V Southam  
109, The Docks  
Wolverhampton  
Nottingham  
N 11 7 E N

DEFENDANT



CASE No. W82 149016 DS

(1)  
If in a  
matter,  
revise  
heading

UPON THE EX-PARTE APPLICATION OF THE PLAINTIFF

IT IS ORDERED THAT LEAVE BE GIVEN TO AMEND THE SUMmons  
IN HIS L.M.B. REID.

DATED 25 JAN 1983

Address all communications to the Chief Clerk AND QUOTE THE ABOVE CASE NUMBER

THE COURT OFFICE AT

is open from 10 am to 4 pm Monday to Friday

IN THE

COUNTY COURT

583956

W 82 149016 D5 | S 904821

BETWEEN Severn Trent Water Authority (see below)

METHOD OF PAYMENT

1. By calling at the Court Office  
Payment may be made in cash or by BANKER'S DRAFT, GIRO DRAFT or by CHEQUE SUPPORTED BY A CHEQUE CARD SUBJECT TO THE CURRENT CONDITIONS FOR ITS USE. Drafts and Cheques must be made payable to H.M. PAYMASTER GENERAL and crossed.

2. By Post  
Remittances to the court by post must be by POSTAL ORDER, BANKER'S DRAFT or GIRO DRAFT only, made payable to H.M. PAYMASTER GENERAL and crossed. Cheques, giro cheques and stamps are not accepted. Payment cannot be received by bank or giro credit transfer.

This form should be enclosed and postage must be prepaid. A stamped addressed envelope must be enclosed to enable this form, with a receipt, to be returned to you.

Great Central Road  
Mansfield NG18 2RJ  
AND Ms L M B Reid  
109 The Downs  
Wilford, Nottingham

*Settle by  
13/5/83. Swansley  
Bell Nottingham Court.*



Notice to Defendant of Issue of Warrant

As you have made default in payment as ordered by the Court in the above action, the Plaintiff has issued a WARRANT OF EXECUTION for

£ 21 0-4-8 (which includes the issue fee).

If you send or bring this sum to the Court Office on or before

it will not be necessary for the bailiffs to call on you. If, however, the sum is not paid by noon on that date, the warrant will be handed to the bailiffs with instructions to call upon you and to execute the warrant for the amount stated, together with such further costs as may become due.

Date 22 APR 1983

A.A. HIBBERT  
G.A. HOTTER Registrar  
C. ENZER  
J.G. COCHRANE

Address all communications for the Court to:  
The Chief Clerk, The County Court

The Court Office at St. Peter's Gate, Nottingham.  
is open from 10 a.m. till 4 p.m. on Mondays to Fridays only

**SEVERN  
TRENT  
WATER  
AUTHORITY**

3

PROPERTY REF.: **5 19 21 0126 1090 1 8** PLEASE QUOTE FOR ALL ENQUIRIES  
 ENQUIRIES TO **LOWER TRENT DIVISION GREAT CENTRAL ROAD,  
 MANSFIELD, NG18 2RJ TEL: MANSFIELD 643321**  
 POSTAL PAYMENTS TO: STWA, P.O. BOX 371, SHELDON, BIRMINGHAM B26 3YT

**MR V SOUTHAM  
 109 THE DOWNS  
 WILFORD  
 NOTTINGHAM**

**10/0225**

**FIRST  
 HALF YEAR**

**H**  
 Please not fy  
 any error or  
 change of name  
 or address

**HOW TO PAY  
 SEE OVER**

**NG11 7EA**

Customer name  
 Street address  
 Postcode

PROPERTY REFERENCE	OWNER REF.	DATE	AMOUNT DUE
5 19 21 0126 1090 1 8		16 05 83	£ 77.99
<b>ADD : AMOUNT SUBJECT TO COURT ACTION</b>		<b>£210.48</b>	

Please tick  
 this box if  
 a Receipt is  
 essential

**OVERDUE ACCOUNT**

Records show that at the above date the amount due was still outstanding.  
 You must make payment within ten days.  
 If payment is received in full the Authority may take legal action for recovery  
 and or disconnect your water supply.  
 If legal action is necessary legal costs will be incurred which will be claimed from  
 you in addition to the debt. If disconnection takes place the cost of disconnect or  
 reconnection will have to be paid before the water supply is restored.  
 IF PAYMENT HAS BEEN MADE SINCE THE ABOVE DATE PLEASE DISREGARD THIS  
 STATEMENT. At least four working days must be allowed for payments to reach the  
 Authority when they are made through a bank or post office.



REME  
 1983/84

**Bank Giro Credit**



Account number: **51921 0126109018** Credit account number: **4393163** Amount the fee payable at P.O. counter: **£ 77.99**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

30-00-00

**MR V SOUTHAM  
 109 THE DOWNS  
 WILFORD  
 NOTTINGHAM**

LLOYDS BANK  
 H.O. COLLECTION A C NO. V7604393163  
 SEVERN-TRENT WATER AUTHORITY  
**10/0225**

Items:  Fee:

**NG11 7EA**

OWNER REF.

Total	
Cash	
Total	
Cheques	
<b>TOTAL £</b>	

5192101261090182 V7004393163 000077992 74 X



Copy of Bailiffs Warrant

Below is a copy of the Bailiffs warrant that was issued to the Bailiffs by the Registrars of Nottingham County Court which can only be described as unethical conduct for they knew as registrars, when a husband walks out on his wife and kids to go and live with another woman, he is still responsible for the maintenance of the family including the rates and debts until the divorce is absolute.

Mrs. Reid who having no recourse to the courts and relied on her Solicitor Mrs. Goodall of Gregsons was panic stricken when the Bailiffs arrived for she felt she had been let down by her Solicitors, when she knew that the Bailiffs would be back, she had her furniture removed and stored, even the beds with the result of herself and her children having to sleep on mattresses on the floor for 2 months or more, her goods and furniture then worth at least £5,000 today, are now in a sorry mess, the price of mental anguish and turmoil to her and her children can never be calculated, yet Mr. Bridle of Severn Trent in his letter to Mrs. Reid on the 26th August 1983 describes it as an occupational hazard, lightly forgetting that he signed the summons for the ammendment to Mrs. Reids name on the 17th January 1983 before the Decree Absolute on the 25th January 1983.

Again we quote the old caption which seems so apt and appropriate for this travesty of justice "They Were Bent But Not In Prayer" we now ask, why Mr. Bridle issued an overdue accounts statement dated the 16th May 1983 in Mrs Reids husbands name of V. Southam, without any records of the summons being changed by a Court of Law.

SEIZURE OF GOODS - FINAL NOTICE

COURT OFFICE, ST. PETER'S GATE, NOTTINGHAM

PLAINT NO.: 82-144/016

WARRANT NO.: 1410636

Sarah Jane Watson v LTD

I am holding a warrant issued in the above action for the sum of £ 210-48

Unless this amount is paid into the Court Office by FERTHWITH your goods and possessions will be seized and sold by Public Auction on the instructions of the Registrar.

Enclose this notice with payment.  
Cheques will not be accepted.

[Signature]  
Bailiff of the Nottingham County Court  
St. Peter's Gate, Nottingham  
ALL ENQUIRIES TO ABOVE

TELEPHONE 583956 EXT 33/27  
Before 0930 hrs Mr. Master

109 The Downs  
Silverdale  
Wilford  
Nottingham

Severn Trent Water Authority  
Collection Dept.  
Great Central Road  
Mansfield  
Nottinghamshire.

27.5.8

Dear Sir,

I am writing with regard to the water rates debt of £210 which Severn Trent Water Authority had transferred into my name.

I will be grateful for an explanation as to why - and how - Severn Trent Water Authority have the 'authority' to transfer the debt of one person into the name of another, and why I am being Threatened and Intimidated into paying the debt of Mr. Victor Southam - Distribution Manager, Pork Farms - who, as The Husband and Wage Earner is officially responsible for this debt.

I sincerely hope this matter receives your immediate attention, and that I hear from you in due course.

Yours Faithfully,

L. Reid.

Ex.23.-Notice of Application BIRMINGHAM County Court

BETWEEN STWA Lower Trent Division Plaintiff,  
Mr V. Southam Defendant

No. of  
Plaint W82149016DS

TAKE NOTICE, that I intend to apply to the Judge (or Registrar) of this Court at THE COUNTY COURT, NEWTON STREET, BIRMINGHAM.

on the day of 19, at o'clock  
(1) State for (1) Leave to amend the summons to  
nature and grounds of Application. Miss L. M. B. Reid Miss Southam  
has reverted back to her maiden name  
she is responsible for the water  
charges. stated in the particulars  
of claim.

AND TAKE NOTICE that if you do not attend at the time and place mentioned, such order as the Court thinks just will be made in your absence.

Dated this

1st day of January

1983.

To the Plaintiff  
Defendant

Plaintiff  
Defendant

# Gompertz & Company

ONE STATION ROAD, HUCKNALL, NOTTINGHAM NG15 7UD

TELEPHONE 0602 635331  
638946

SOLICITORS

Keith Gompertz, B.A. (Law)

Assistant Solicitor

Julian Griffiths, B.A. (Law)

---

Our Ref.   JPG/MRS/Reid   Your Ref.

---

27th May 1983

The District Finance Officer,  
Severn-Trent Water Authority,  
Lower Trent Division,  
Great Central Road,  
MANSFIELD,  
Nottingham.  
NG18 2RG

Dear Sir,

Property Ref: 5/19/21/0126/1090/1/8  
Yourselves -v- LMB Reid - Birmingham County Court  
Case Number W82149016-05

---

We have recently received instructions from Mrs. Reid in connection, amongst other things, with a judgement debt in your favour against her. We enclose a copy of a Court Order dated the 25th of January 1983 in which our client's name was substituted as Defendant for that of her husband Mr. Victor Southam. We understand that a warrant of execution has been issued, but that you are taking no action thereon pending hearing from us.

Our client instructs us as follows:-

1. That the account was in the name of Mr. Southam and
2. That the debt which gave rise to the action was incurred at a time when Mr. Southam was in occupation and
3. That our client was not served with notice of any application, within the above proceedings, to substitute her for her husband as Defendant.

We wonder whether you could briefly outline the circumstances lead to our client being substituted as Defendant. <sup>by</sup>

We await hearing from you.

Yours faithfully,

# Gompertz & Company

ONE STATION ROAD, HUCKNALL, NOTTINGHAM NG15 7UD

TELEPHONE 0602 635331  
638946

SOLICITORS

Keith Gompertz, B.A. (Law)  
Assistant Solicitor  
Julian Griffiths, B.A. (Law)

Our Ref. JPC/JU

Your Ref. Mr Hodgson

8th June 1983

Fraser Brown White & Pears  
Solicitors  
84 Friar Lane  
NOTTINGHAM

Dear Sirs

Reid -v- Southam

As the time limit for the filing of your client's affidavit has now expired we look forward to receipt of a sealed copy thereof very soon.

We also refer to our Mr Griffiths' telephone conversation with Mr Hodgson on the 25th May 1983 concerning the action in the Birmingham County Court brought by the Severn Trent Water Authority against originally your client, and now our client. We have written to the Severn Trent Water Authority for an explanation as to how this came about, but have not had a reply. Would you be so kind as to confirm, in writing, how it came about that our client was substituted for yours as Defendant in that action.

We await hearing from you.

Yours faithfully



SEVERN TRENT WATER

Severn-Trent Water Authority  
Lower Trent Division  
Great Central Road  
Mansfield  
NG18 2RJ

My Reference KWB/SM/209/46/Mans

Your Reference JPG/MRS/Reid  
JPG/JV/Reid

14 June 1983

Dear Sirs

PROPERTY REFERENCE 5 19 21 0126 1090 1 8  
SUMMONS NO W82 149016 D5  
M/S L M B REID 109 THE DOWNS WILFORD NOTTINGHAM

Thank you for your letters dated 27 May 1983 and 8 June 1983. Please accept my apologies for the delay in replying to your earlier letter.

Before the case of Routhan v Arun District Council this Authority attempted to recover water charges from the husband in those cases where husband and wife were separated, the wife remaining in occupation of the matrimonial home. The husband's liability was deemed to cease when a decree absolute was granted. This course of action was adopted on the grounds that until the decree absolute the husband was in "rateable occupation".

The case of Routhan v Arun District Council considerably amended the law relating to the respective liabilities of a husband and wife in the cases of matrimonial difficulties/separation/divorce. The decision simplified matters since this Authority can now proceed against a wife who is in occupation of the matrimonial home in cases where the husband has left.

Solicitors acting for the husband, Mr Victor Southam, have denied liability and this Authority is therefore seeking to recover water charges from M/s Reid since she is in actual occupation of the home.

A copy of this letter has been sent to M/s Reid.

Yours faithfully

Assistant Divisional Manager (Services)

Gompertz & Company  
Solicitors  
One Station Road  
Hucknall  
Nottingham  
NG15 7UD

When telephoning or calling please ask for  
Mr K W Bridle  
Tel: Mansfield 641641 Ext 25



PRIVY COUNCIL OFFICE  
WHITEHALL LONDON SW1A 2AT

12 July 1985

Mr John Boyd  
29 Sherwood Rise  
Nottingham

Dear Mr. Boyd,

The Lord President has asked me to thank you for your letter of 9th July about the case of Ms Reid. The matters dealt with in this correspondence fall to the Lord Chancellor's Department rather than to the Lord President. I have therefore arranged for the papers to be forwarded to the Lord Chancellor's Office.

Yours sincerely,

R M Whalley

R M WHALLEY  
Private Secretary

Routhan v Arun District  
Council.

Before Lord Justice Donaldson and Mr. Justice Bristow. (Judgement delivered April 30).

*The legal fiction that a husband who has left the matrimonial home remains in ratable occupation for the purpose of paying the rates to the local authority should not be extended to divorced fathers in respect of houses in which their children happen to be living.*

*The Divisional Court dismissed an appeal, by case stated, by Mrs Sonia Routhan against a distress warrant issued by Arundel West Sussex, justices for £77 rates due on her home in Lansdowne Way, Angmering, near Littlehampton.*

*Mrs Routhan had been assessed for rates for a period from December 22, 1978, the date on which her divorce was made absolute. On December 21, 1978, her husband had been ordered to transfer the house from his own sole ownership into their joint names, she undertaking responsibility for continuing the mortgage repayments and occupying the house as a home for herself and their three children, he being required to pay maintenance.*

*The question of law was whether a former wife living in the former matrimonial home with custody of the children of the marriage after decree absolute becomes the ratable occupier of the property with effect from the date of decree absolute in place of her former husband.*

*The right to possession of the house was vested in Mrs Routhan by virtue of a court order made by way of property adjustment. In no sense either in fact or in law could the former husband be said to have been in occupation.*

*Mr. Justice Bristow agreed.*

*Solicitors: Whitehouse, Gibson & Alton; Mr. P. L. Owens, Arundel.  
Mr. Francis Phillimore for Mrs Routhan; Mr. Alan Fletcher for the  
Council.*

City of Nottingham.  
City Treasury  
The Guildhall  
Nottingham N.G. 20E

75 BRIDENELL  
ORTON GOLDHAY  
PETERBOROUGH.  
CAMBRIDGESHIRE  
7. 2. 35.

FS

F.A.O. MR. SHELDON.

Dear Sir, 109 THE DOWNS, SILVERDALE WILFORD  
I write to you on the advice of my lawyer,  
Mr. J. Hodgson, of Fraser, Brown, White and Pears.

I have received from the courts my divorce  
decree absolute, but my wife still resides at 109,  
The Downs, Silverdale, Wilford, Nottingham.

My lawyer has advised me that I am no  
longer responsible for the rates of the house, as my ex  
wife is now eligible to claim a rate rebate.

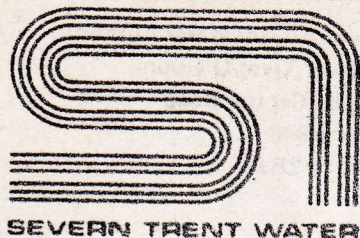
Would you therefore make the necessary  
alterations to your records when sending out this  
years rates please.

Yours sincerely

Anthony







SEVERN TRENT WATER

Severn-Trent Water Authority  
Lower Trent Division  
Great Central Road  
Mansfield  
NG18 2RJ

My Reference KWB/CH/209.46 (Mans)

Your Reference JSH/KH

26th August 1983

Dear Madam

PROPERTY REFERENCE 5 19 21 0126 1090 18  
SUMMONS NUMBER W82 149016 D5

Thank you for your letter dated 17th August 1983.

I wish to inform you that the Authority has once again written to Mr Southam's Solicitors with regard to water charges outstanding for the period 4th August 1980 to 25th January 1983 i.e. the date of the Decree Absolute. As soon as further information is to hand an account will be rendered for water charges for which you are liable as occupier, from a date no later than 26th January 1983.

Where there is joint occupation of a property then husband and wife are jointly liable for water charges. In other circumstances, since water charges are a cost of occupation, the occupier may be liable. With the Court's permission the Authority is therefore able to sue either husband or wife or both where there is joint occupation and if necessary amend a summons already issued to name an alternative occupier.

Yours faithfully

*K W Bull*

*for* Assistant Divisional Manager (Services)

M/S L M B Reid  
109 The Downs  
Silverdale  
Wilford  
Nottingham  
NG11 7EA

When telephoning or calling please ask for

Mr Bridle  
Mansfield 641641 Ext 25



SEVERN TRENT WATER

Severn Trent Water Authority  
Lower Trent Division  
Great Central Road  
Mansfield  
NG18 2RJ

My Reference KWB/CH/209.46 (Mans)

Your Reference JPG/JU/Reid

26th August 1983

Dear Sirs

PROPERTY REFERENCE 5 19 21 0126 1090 18  
SUMMONS NUMBER W82 149016 D5  
M/S L.M.B. REID, 109 THE DOWNS, WILFORD, NOTTINGHAM

Please accept my apologies for the delay in replying to your letter dated 28th June 1983. I regret that it was necessary to obtain advice from the Authority's Legal Section.

The Routhan Case established that water charges are a cost of occupation. Where there is joint occupation of a property by husband and wife then there is joint liability. Where the wife is in sole occupation of the matrimonial home then the wife can be made liable for the charges.

A further letter has been sent to Mr Southam's Solicitors with regard to the payment of water charges to the date of the Decree Absolute. I will therefore contact you as soon as any further information is to hand.

Yours faithfully

Assistant Divisional Manager (Services)

When telephoning or calling please ask for

Gompertz & Company  
Solicitors  
One Station Road  
Hucknall  
Nottingham  
NG15 7UD

Mr Bridle  
Mansfield 641641 Ext 25

FRASER, BROWN, WHITE & PEARS

84 FRIAR LANE,  
NOTTINGHAM

SOLICITORS  
COMMISSIONERS FOR OATHS

OFFICE HOURS:  
9-1 & 2-5  
MONDAY TO FRIDAY

NG1 6ED  
TELEPHONE: 472541 (3 LINES)

R. SEELY WHITBY  
J. V. MOORE  
P. L. T. JACKS  
A. B. PALFREMAN, M.A. (CANTAB)  
D. T. HENSON, M.A. (CANTAB)  
J. S. HODGSON, M.A. (CANTAB)

JSH/KS  
OUR REF.....  
JPG/MRS/Reid  
YOUR REF.....

MDX 10,011 NOTTINGHAM

31st August 1983

Dear Sirs,

Southam and Reid

We refer to your letter of the 24th of August. Our client understands from the Halifax Building Society that your client is still refusing to hand over the final instalment of forms to enable the release of the money from the Endowment Policy. As we have made clear on previous occasions this is proving a greater annoyance to our client the longer the matter remains unresolved.

The situation has now been further complicated by a letter from the Severn-Trent Water Authority who have apparently now checked their records relating to the disputed water rates account. They have now confirmed that the amount due does reflect a period of arrears dating back to August 1980. They are looking to our client for payment, and so far as we can see our client has no answer to their claim for any period up until the date of Decree Absolute.

However our client informs us that your client was provided with sufficient money to enable her to discharge these rates from the housekeeping money when the parties were living together and thereafter from the voluntary maintenance payments made. While our client will have to discharge the amount owing to the Water Board, he will be looking to your client to reimburse this sum since he takes the view that as between him and her, this account is her responsibility. As you know he was particularly annoyed by the publicity which this matter received in the local press as a result of what he considers to have been irresponsible and inaccurate information given by your client to the Reporter in question. We must stress that unless this matter is cleared up very very quickly our client will take the matter to court.

Yours faithfully,

Messrs. Gompertz and Company,  
Solicitors,  
1 Station Road,  
Hucknall,  
Nottingham,  
NG15 7UD.

FRASER, BROWN, WHITE & PEARS

SOLICITORS

COMMISSIONERS FOR OATHS

R. SEELY WHITEBY

J. V. MOORE

P. L. T. JACKS

A. B. PALFREMAN, M.A. (CANTAB)

D. I. HENSON, M.A. (CANTAB)

J. S. HODGSON, M.A. (CANTAB)

OFFICE HOURS:

9-1 & 2-5

MONDAY TO FRIDAY

OUR REF. JSH/KS

YOUR REF. JPG/MRS/Reid

84 FRIAR LANE,  
NOTTINGHAM

NG1 6ED

TELEPHONE: 472541 (3 LINES)

MDX 10,011 NOTTINGHAM

12th September 1983

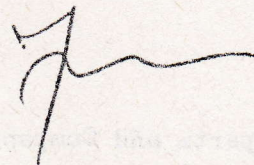
Dear Sirs,

Southam and Reid

We thank you for your letter of the 6th of September. We note what you say. We have made enquiries and the form which the Halifax Building Society are awaiting is their own form relating to the consent to surrender of the Life Policy. This is not the form which was issued by Standard Life and sent by us to you at the beginning of June and returned by you to us at the end of June. It is an entirely separate form which we understand sent to your client by the local Branch of the Halifax Building Society some time ago. It was certainly in your client's possession about three weeks ago when she went into the Building Society office and spoke to a Mr. Powell. At that time she had the form in her possession and indicated that while she was not refusing to sign it, she would not sign it "just yet". It is that form which the Halifax Building Society require before they will release the Policy documents and Deed of Reassignment to Standard Life and they in their turn cannot issue cheque or cheques until they have those documents from the Halifax Building Society. We trust that this clarifies the matter.

We understand that, presumably at your client's instigation, a number of copies of the latest edition of 'Nottingham Behind Closed Doors' have been distributed at Pork Farms. This has considerably annoyed and embarrassed our client. We are at the moment awaiting written instructions from him to take action on his behalf to prevent any repetition of publication in this way of objectionable material relating to his affairs. The writer is still considering what action to take on his own account in respect of certain passages in that publication.

Yours faithfully,



Messrs. Gompertz and Company,  
Solicitors,  
1 Station Road,  
Nucknall,  
Nottingham,  
NG15 7UD.

# Gompertz & Company

ONE STATION ROAD, HUCKNALL, NOTTINGHAM NG15 7UD

TELEPHONE 0602 635331  
638946

SOLICITORS

Keith Gompertz, B.A. (Law)

Assistant Solicitor

Julian Griffiths, B.A. (Law)

Our Ref. JPG/JU

Your Ref.

15th September 1983

Mrs L M B Reid  
109 The Downs  
SILVERDALE  
Wilford  
Nottingham

Dear Lexie

I refer to your interview with me yesterday, and now as agreed, enclose a copy of the only available report of two new cases in relation to the question of rates obligation, and I also enclose a copy of my letter of today's date to the Severn Trent Water Authority.

I have arranged a provisional appointment for you to see me on Thursday 22nd September at 3.45 pm when your affidavit will be ready for swearing, and I look forward to seeing you then.

I also enclose a copy of Fraser Brown's letter of the 12th September 1983, the contents of which I had hoped to discuss with you in interview, but unfortunately, we did not have time. It appears that there is a further form, sent to you by the Halifax Building Society, and perhaps you could telephone me to discuss this.

I look forward to hearing from you.

Yours sincerely



Julian Griffiths  
Encl.

*P.S. Please telephone as soon as possible!*

# Gompertz & Company

ONE STATION ROAD, HUCKNALL, NOTTINGHAM NG15 7UD

TELEPHONE 0602 - 635331  
638946

SOLICITORS

Keith Gompertz, B.A. (Law)

Assistant Solicitor

Julian Griffiths, B.A. (Law)

Our Ref. JFG/JU/Reid

Your Ref. AI/209/46

15th September 1983

Assistant Divisional Manager (Services)  
Severn Trent Water Authority  
Lower Trent Division  
Great Central Road  
MANSFIELD  
Nottingham NG18 2RJ

Dear Sir

Property reference 5 19 21 0126 1090 18  
Summons number W82 149016 D5  
M/S L.M.B. Reid, 109 The Downs Wilford Nottingham

We thank you for your acknowledgment of the 7th September 1983, and look forward to hearing from you further in due course. For the meantime, we would draw your legal adviser's attention to the case of Verrall v Hackney London Borough Council (1983) 1 All ER 277, and the case of R v Harrow Justices ex parte London Borough of Harrow (1983) The Times, February 6. The former case clarifies the law in relation to liability for general rates and occupation, and the latter applies that principle to the matrimonial context, and would appear to be a reaffirmation of the law in Routhan -v- Arun District Council as previously interpreted by ourselves in correspondence.

Whilst as yet we await an explanation from you as to how it came about that our client was substituted as Defendant in these court proceedings, the effect on her of this action has been catastrophic. She and her family have been subjected to the constant fear of the arrival of the court bailiff to remove items of furniture, resulting in at least one removal of such furniture by our client in an attempt to avoid the consequences of execution of a Judgement which should not have been obtained in the first place. We think it right that our client should be reimbursed by you for the inconvenience and misery suffered by her, and we look forward to receiving your proposals for compensating our client in the very near future.

Yours faithfully



Julian Griffiths.

## CURRENT TOPICS

### RATES JURISDICTION

By s. 16 of the General Rate Act 1967 it is the occupier of property who is liable to be assessed to rates in respect of the hereditament which he occupies. This very subject arose in *Verrall v Hackney London Borough Council* [1983] 1 All ER 277. The premises in question belonged to NFP Ltd and were used by members of the National Front for various recreational and organizational purposes. The defendant was a member of the National Front, an officer of the club and secretary to one of the companies. When the rates were not paid, Hackney Borough Council laid a complaint before a stipendiary magistrate for leave to issue a distress warrant against the defendant. The magistrate decided he could issue the warrant on the ground that the defendant had expressly or impliedly authorized the occupation of the premises by the National Front or had ratified it.

On the defendant appealing by way of case stated, the Borough Council argued that as he had not raised the defence of non-occupation by way of appeal to the Crown Court under s. 7 (1) (a) of the General Rate Act 1967, it could not be raised by way of defence to proceedings for a distress warrant. The judge, following a line of recent authorities, agreed.

In the Court of Appeal, May LJ did not. The issue had been confused by three recent decisions at first instance (including *Newport Borough Council v Williams* [1982] RVR 169) which in May LJ's opinion had been wrongly decided. It was clear from *Camden Borough Council v Herwald* [1978] 2 All ER 880; [1978] 1 QB 626, a decision of the Court of Appeal, that on an application for a distress warrant to enforce payment of rates it is a defence for the defendant to show that he is not in occupation of the hereditament at all. Therefore, the stipendiary magistrate did have jurisdiction to investigate the question of occupation.

As to the facts of this present case the Court of Appeal considered that the National Front was and is an unincorporated association and could not be said to occupy anything. It therefore followed that the mere fact that a person is a 'member' of an unincorporated association is insufficient material on which to base a finding that that person is the occupier of the premises. In this case the whole building was rated as one indivisible hereditament, but it had been used for various different purposes for varying periods by different legal entities and persons. It would not seem possible that one member, albeit a very important member, of the National Front could be the occupier of the whole premises, it being a requirement that the actual occupation or possession must be exclusive for the purpose of the possession. Therefore the matter had to be sent back to the magistrate with a direction to dismiss the summons for the distress warrant.

The important question of whether, on an application for a distress warrant for non-payment of rates, it

was a good defence for the defendant to show that he was not in occupation of the hereditament has finally been decided by the Court of Appeal in the affirmative after a number of Divisional Court cases expressing a contrary view on this point. (See, *inter alia*, *North Cornwall District Council v Johnson* [1981] RVR 201; *Bird v Blakemore* [1982] RA 12 and *Newport BC v Williams* (above).)

Practitioners and magistrates' clerks will no doubt welcome this decision of the Court of Appeal which clarifies what previously was a rather nebulous area of the law.

### RATES OBLIGATION

One instance where the person liable for rates does not have to be in actual occupation of the premises was illustrated in *R v Harrow Justices ex parte London Borough of Harrow* (1983) *The Times*, February 6. The husband had left the matrimonial home in 1978, giving an undertaking not to return. He advised the gas and electricity boards and the landlord that he had left, although remaining sole tenant of the premises. He was maintaining his wife and children who remained in the home, the wife cohabiting with another man.

The justices decided that he was not liable to rates as he was not in beneficial occupation. Brown J, sitting in the Queen's Bench Division, disagreed. Following *Cardiff Corporation v Robinson* [1957] 1 QB 39, after decree absolute when the husband has left the matrimonial home permanently and the marriage is finally dissolved, if the wife remains she is sole occupier. But while the marriage still subsists and the husband is under an obligation to support his wife and home he is still in occupation for rating purposes. The wife's cohabiting is irrelevant.

### THE ACE SPECIAL EDUCATION HANDBOOK

The 1981 Education Act came into force on 1 April 1983. The Advisory Centre for Education has published the *ACE Special Education Handbook*, a comprehensive guide to the new law for parents and everyone concerned with the education of children with special needs.

The *ACE Special Education Handbook*, written for ACE by Peter Newell, provides an authoritative commentary on the new legislation; the ideas contained in the Act; the formal processes of assessment; the making of 'Statements of Special Educational Needs'; the appeals procedure; reviews and reassessments.

The Act gives parents of children with special needs the right to a copy of all the advice, information and evidence upon which local education authorities will base decisions about special educational provision. ACE regards this as a major step towards opening up all school records. The handbook describes this and other parental rights and details the implications for education, social services and health authorities.

It costs £3 including postage and packing and is available only from ACE, 18 Victoria Park Square, London E2 9PB.

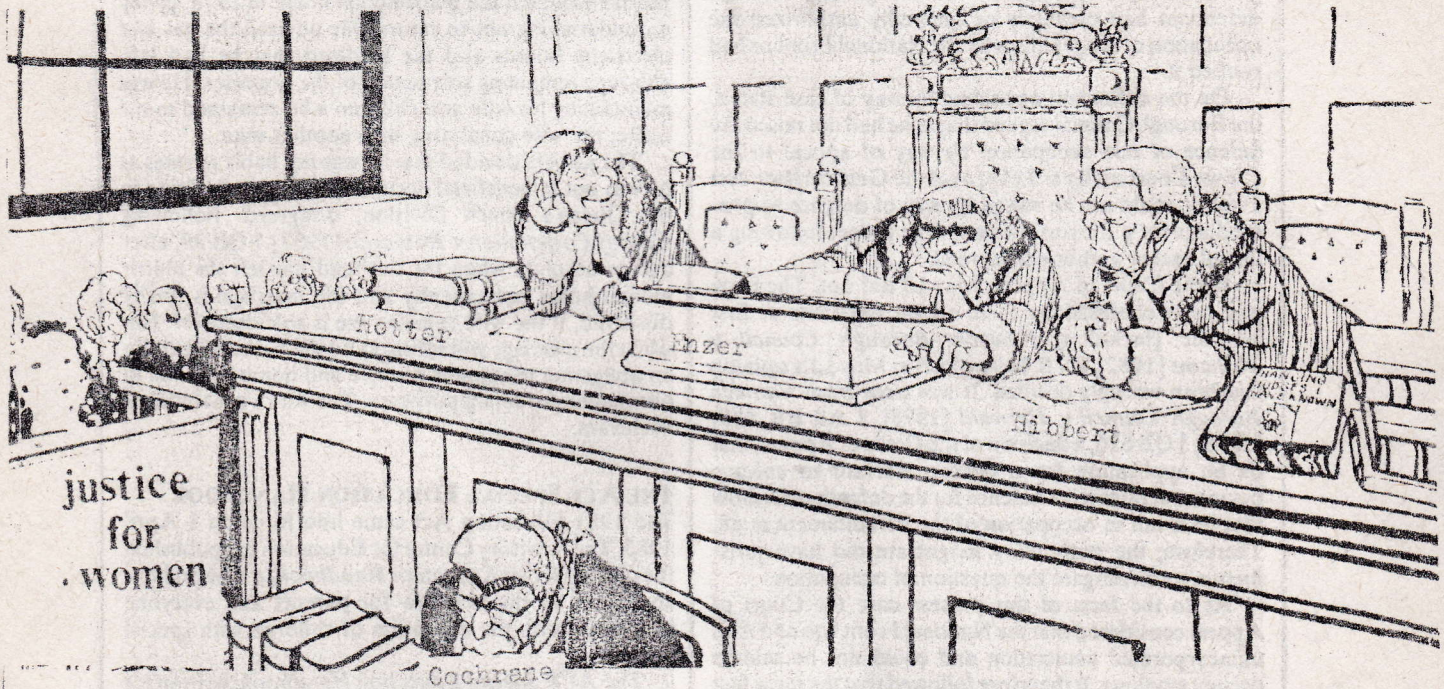
# NOTTINGHAM BEHIND CLOSED DOORS



## ONE FLEW OVER THE CUCKOOS NEST

NOTTS, DIRTY TRICKS DEPT.

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"Come off it, Charlie. She is on Legal Aid, and we can't treat her as star material."



Lord Denning says....  
"No man is above the Law"

But, has he told Susie Gregson-Murray and Mrs. Goodall that it also applies to them and also to Mr. John S Hodgson, and to Messrs. AA Hibbert, G. Hotter, C. Enzer, Mr. Cochrane at the County Court, and a Mr. Norton at the Birmingham County Courts.



\* Nottingham Law Sharks \*

The sharks on land are  
more fearful than those at sea.



The Nottingham nobody sees

25th January 1963  
NOTTINGHAM COUNTY  
COURT  
BIRMINGHAM COUNTY  
COURT  
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**SPECIAL INVESTIGATION**