

Hillman & Bond Copy Letter Book 1st January to July 28th 1942

Researched & compiled by Team member Derek Perrey (2010)

N.B. *Prior to decimalisation the Pound Sterling was divided into shillings and pence. There were 20 shillings to the pound and 12 pence to the shilling.*

As a background it will be remembered that at this time the USA had recently been the subject of a declaration of war by Germany (11th December 1941) and by Italy. The War was going badly for the UK, we had lost Malaysia and 60,000 troops in Singapore. Siam had allied with Japan. On 2nd June 1942 Rommel had taken Tobruk. The German Summer offensive against the USSR was going well. The disastrous Dieppe raid had taken place but the Blitz was over and until the Summer the skies were quiet. In the Summer of 1942 the "Baedeker" air raids took place, when historic cities were bombed, including Exeter and Bath. No strategic purpose was served:; the plan was designed to demoralise the civilian population. Towards the end of 1942 things were on the turn in favour of the Allies. Montgomery started to reverse the situation in Africa and the Russians took advantage of their Winter to inflict damage on the Axis. The USA was now geared for war.

HJR has always signed his name in full and in a strong fashion. It is now noticeable that there is less flamboyance in the signature. The majority of copy documents are still manuscript and remain more legible than those in typescript, which suffer due to dampness. A number of elementary spelling mistakes suggest that the letters were read out to the copyist. e.g. Write for right; tenant's for tenants and cheque for check. There are signs of mellowing, or perhaps feeling more secure, so that when he signs there are generally more familiar concluding, as for example with Mrs. Gollop, 'yours very truly'. However, there are still prejudices evident. HJR writes "...most people are feeling the effect of higher taxation...I should have thought 11/- per week should be enough for a FANY". (First Aid Nursing Yeomanry). He continues by saying that he never had to draw on other resources during the 1914/18 war and "...my pay was considerably less than 11/-per week". *This is a failure of memory on his part.*

Now that the 1937 Matrimonial Causes Act is in force there are signs that the practice is more active in that the field and also in High Court actions through their London Agents. (*It is a requirement that solicitors outside a radius of 8 miles from the Law Courts conduct High Court actions through a London firm as otherwise the business of the Courts would grind to a standstill. The administrative aspect of High Court cases is complex and personal, with watching the lists of cases, appearing on summonses before Masters, drawing up orders seeking directions and lodging papers and so on.*) HJR still has property management dealings for clients, such as when writing to the Midland Bank re F.E. Radford deceased, where he had intervened and put the workmen who were dealing with the ceiling on to gutter clearing. (p11 3-1-1942). His insurance agency is still a good steady source of income with little effort. Contrary to what earlier research appeared to show the Axminster County Court is still in existence. (p12 3-1-1942).

HJR is no longer Town Clerk having resigned to devote more time to the practice, which is sensible, as there is only one other solicitor in practice in the town. It is a Mr. K. Whetstone. HJR does remain Clerk to the Justices. He patently took the work seriously and paid £3-10-0 to receive the Justice of the Peace and the Reports. Mr. G. H. Worth was re-appointed by the Borough Magistrates to serve on the County Licensing Committee. As Justices' Clerk HJR writes to the Phoenix Engineering Company of Chard to know the wages of Mr. Percy George Payne who is in arrears with maintenance payments to his wife. Customs & Excise were notified by HJR that the Licence for the Victoria Hotel Lyme Regis had been renewed after a delay due to the fact that there had been unauthorised changes made to the Hotel. (p256 4-3-1942). Mrs. Jefford of 34 Corporation Terrace Lyme Regis committed the offence of having a dog, but without a licence. Magistrates fined her 14/-

The London Inn Lyme Regis was in the process of acquiring a new landlord and as clerk to the magistrates HJR sends forms for completion to obtain a protection order for the new landlord until he can become the licensee. (p301 14-3-1942). Mrs. Farmer and Mrs Gollop made deeds of gift, (to Gollop and Avery p12 5-1-1942. Information gained when the deed was sent for adjudication on the stamp) but the witnesses were not signing as required so Harold John Ramsbotham returned them with very full instructions.(p3 1-1-1942). On adjudication

the cottages were valued at £500 for 'Biomede' and £400 for 'Baden'. (p283 10-3-1942). After stamping Mrs. A. E Gollop was to receive the deeds for Biomede and Miss Avery the deeds for Baden cottage. (p425 9-4-1942).

H&B write to Solicitors in Poole on behalf of Mrs. Mary Gigg, the owner of 17, Towngate Street Poole to recover rent that is due. The information given the Poole solicitors is lacking fullness but concerns a tenant, a Mrs. Wareham who has 6 children and whose husband is in the RAF. One wonders whether references were taken with a name like Mrs. Wareham at Poole. (p7 2-1-1942). However, Mrs. Wareham sent £1 and promised to clear arrears. (p71 21-1-1942). Family matters still occupy some of the practice time as when Mr. Payne of the White Horse Chard fails to honour his promise to the Court to make weekly payments to his Wife. (p15 5-1-1942). A mix of the criminal and of family was illustrated by Mrs. Guy who stole from the collecting boxes for the Waifs and Strays. HJR writes to Miss Beer of the Tudor Cafe Lyme Regis enclosing a treasury note for the approximate value of what was stolen from her and other boxes. The money came from Mrs. Guy's mother, a Mrs. Gardiner. Mrs. Guy was fined by the Court. (p22 7-1-1942).

A reminder that there was a war on comes in the form of Miss Gee who was fined £1 for displaying a light during the black out, even though she wrote a letter to the Court. (P21 7-1-1942). Another sign derives from the fact that HJR's brother had a fairly serious fire in which a person was injured and apparently it could have been worse but for the readily available stirrup pump. (p34 10-1-1942). Yet another reminder is when writing to Mr. Williams of Bridge Street Lyme Regis asking for payment of a half year's rent for "my sister-in-law" HJR advises that under the War Damage Act one third of the amount of the annual contribution may be deducted from the payment of interest. (p77 22-1-1941). HJR's Sister-in-law is his brother Ted's wife Evelyn to whom HJR explains about compulsory insurance on property owners under the War Damage Act. (p84 26-1-1942). Tragically, Private F.A. Smith died, probably in Malta but whether or not from enemy action is not revealed. H&B want to know from the officer i/c Records if he had any assets overseas. (p100 21-9-1942). Another such case concerned Staff Sergeant Blackmore whose widow had received a letter and a copy will from the War Office. This was presumably a case of death on active service and a soldier's will. (p388)

Apparently an action has been commenced by Mr. Cooper's daughter against him and another daughter (Mrs. Harvey) and HJR has received a Writ. The principle issue seems to be whether a deed was sealed and delivered and, as a matter of assumption disposed of property to the detriment of the plaintiff. (p17 6-1-1942). (*The formality of the seal in law has been diminished by legislation, but at this time technically, in front of the witnesses, the signatory should place his or her finger on the seal and "deliver it as my act and deed". Hence the statement attesting the seal "Signed Sealed and Delivered".*) The London Agents have been asked to enter an Appearance (which opens the door to submitting a Defence). However they asked a number of questions which were responded to (p91 28-1-1942), but needed to be asked again to enter an Appearance out of time. (p97 29-1-1942). *It is not usually a problem to ask for an extension of time from a Master of the Court, but it is normal for the other side to grant extensions of time which seem not unreasonable.* In a letter to Mr. Cooper he is informed that Counsel advises not to fight the case, it being a question of whether Miss Cooper affixed the seal or acknowledged it as her act and deed. (p135 6-2-1942). H&B instruct the London agents to negotiate to obtain the best terms but agree only to pay taxed costs. (p143 7-2-1942). (*This means the Bill of Costs as settled by a Master of the High Court, who is an administrative judge. Disagreements with his decisions are referred to a judge in chambers. To be precise H&B should have stated upon which scale the costs are to be taxed. For actions where costs are awarded the scale would be party and party costs, which is the meanest scale and why litigants are told that even if they are awarded costs, litigation can be expensive. The next scale is solicitor and client and the final scale is solicitor and own client.*) A settlement was finally agreed at £200 plus £50 costs. (p770 17-6-1942 & p786 19-6-1942).

Amongst his other official capacities HJR remains the Magistrates Clerk and tells us that Mr. G H Worth was re-appointed to serve on the County Licensing Committee. Keeping up to date, HJR purchased Justice of the Peace Reports at a price of £3-10-0 p.a. (p64 16-1-1942) innocent pet from the attack by that of Lady A-A. The answer the Bellamy's thought right was to send the dog away. Either they really meant put it down or it was an early case of Not In My Back Yard. (p306 16-3-1942). Lady A-A responded by apologising and giving an undertaking to keep the dog on a lead at all times when it was out. With churlish reluctance this was

grudgingly accepted. (p315 17-3-1942.) In another example H&B write, responding to a letter from Chapple, Measures & Rowe of Axminster to deny that their client (Mrs. Kessel of 4 Stafford Cottages Uplyme) had said that Mrs Crockett was unfit to be a tenant and guilty of immoral conduct. All that had been said was that Mrs. Crockett had soldiers in the house day and night and they were unnecessarily noisy at all hours.

In 1916 HJR was complaining about the lack of conveyancing available, but the circumstances have changed and there is a considerable volume in hand. One unusual incidental aspect arises when HJR writes to a Miss B.G. Fleming lately of Weirside Lyme Regis to point out that when she sold the house in 1938 she had overlooked informing the purchaser of an obligation to pay the Corporation £3-11-10. Apparently there was a scheme, called an Assisted Wiring Scheme, to encourage people to bring electric lighting into their homes. (p222 25-2-1942). Presumably, on sale of the improved property, money advanced under the scheme was due to be repaid.

There is little direct comparison in terms of costs and prices for the second year of a world war. The Law Society subscription remains at one and a half guineas. (p63 16-1-1942). The Justice of the Peace reports are £3-10-0.

An offer of £1100 is made to Mrs. Turner by H&B for a property on behalf of a client. (p59 15-1-1942). Number 2 Sunny Bank was sold for £1750 through Agents, Messrs. Van Hitchen & Co who charged 2 $\frac{1}{2}\%$ £42-10-0 for their services. (p229 26-2-1942). As previously recorded, Mrs. Gollop's cottages were valued at £500 and £400 respectively for Diomede and Baden.

H&B sent a banker's draft of £765-15-10 to complete the purchase of Alpine Cottage Charmouth. Mrs. Scott made an offer for a cottage, but H&B wrote to the adjoining property owner, a Mr. Abbott, to suggest gazumping at £175 (p520 27-2-1942). This was successful and HJR so informed Mr. Abbott. (p565 4-5-1942). Number 10 Windsor Terrace sold for £600. (p807 24-6-1942). Miss J. Preston and her sister agreed to sell Denton, Hill Rise, Lyme Regis to Miss Hecks for £1400. (p435 10-4-1942).

H&B are still collecting a number of rents. Up yonder Morecombe lake paid £3-10-0 for a half year plus an adjoining field for one year. (p347 24-3-1942). Miss L.M. Harris being the tenant and Miss L.M.M. Barratt the owner. Mr. F.W. Miller paid one quarter's rent for Wayside and an adjoining field in the sum of £4-10-0. (P352 25-3-1942). Mr. J. Elliott of Rose Cottage Charmouth paid £20-6-0 to Col. Bullen for Rose Cottage and fields at Newlands in respect of a half year. (p414). Mr. R. Loosemore tenant of Manor Farm Charmouth was asked to pay his half year's rent for the farm amounting to £150. (p466 16-4-1942). A half year's rent for Befferlands Farm Whitchurch Canonicorum cost Mr. W.R. Smith £137-10. (p651 25-5-1942).