

Made on behalf of the Second Defendant
Statement number: 2
Exhibit referred to herein:
Dated : 17 January 2013

IN THE CENTRAL LONDON COUNTY COURT

CLAIM NO: 2UB 00543

BETWEEN:

THE CANAL AND RIVER TRUST

RECEIVED

22 JAN 2013

-v-

Claimant

RUTH OKINE (1)
PAUL VINCENT LEWIN (2)

Defendants

**WITNESS STATEMENT OF
PAUL VINCENT LEWIN**

Full Name of Witness: Mr Paul Vincent Lewin
Address: C/O Flat 6, 40-42 Nevern Square, London, SW5 9PE
Occupation: Unemployed

1. I am the Second Defendant in this action and I make this statement further to my previous statement of 11 October 2012. I also make this statement in response to the statement on behalf of the Claimant by Sally Ash of 28 November 2012.
2. Miss Ash refers in her statement to our attempt to get permission on behalf of a Mr Walsh for a mooring next to his land on the opposite side of the river from where we are currently moored. This is mentioned at Miss Ash's statement from paragraph 23 to paragraph 33 inclusive. There is now produced and shown to me and marked as Exhibit "PVL2" the latest letter sent by Ms Okine to Miss Jackson, the Senior Moorings Manager of 20 December 2012, with regard to that application for a mooring. I am aware that, despite the "end of garden mooring" policy referred to, the Claimant has in the past and still does exercise discretion in favour of allowing moorings which do not comply with this policy. This is why we are asking them to reconsider this matter since it would resolve all of the current problems we have in attempting to find a mooring.

3. With regard to what Miss Ash says at paragraph 37 of her statement in relation to licences, I would refer to what I said concerning this matter in my first statement. We have always kept up with paying for the necessary licences until such time as the Claimant refused to issue us with fresh licences.
4. With regard to what Miss Ash states at paragraphs 41 and 45 in relation to continuous cruising, it was the regular patrol officer at the time, Debbi Figueiredo, who advised us to apply for a continuous cruising licence instead of a "regular licence". She advised us to do this despite being aware of our circumstances. I would point out again that we previously had licences that were not continuous cruising licences.
5. With regard to what is stated at paragraph 47 of Miss Ash's statement, the only statement I have made about keeping things clean and tidy was back in 1994 and, after that date, the patrol officer at that time said that he was happy about where we were and he could see that I was working on the boat because I kept the banks clean and tidy and often cut the grass and the hedges. Over the years comments have been made by many people that I look after the area where we are moored.
6. At paragraph 50 of her statement, Miss Ash refers to emergency temporary moorings and winter moorings. We have never been offered a winter mooring. We understood that we would be offered a temporary mooring where we are currently moored at Black Jack's. This was because I was working on getting Big Bob ready so that we could move All Skling to the Marina we had located for that boat. It was only later that we realised that Mr Bennett was referring to other moorings at either Copper Mill Lock or at the Horse and Barge mooring. It would not have been possible in any event to move to these moorings because of the work I was doing on Big Bob and thus the noise from a generator, hammering, welding etc. Both these moorings were near to homes, pubs, offices and other houseboats. We simply pointed out the problems involved with those suggested moorings. We were then charged a ^{fine} fee and eventually found out that this was for ^{an agreed} overstaying. We paid this overstaying fee of over £400.00.
7. Attached to the statement of Miss Ash is a letter from Estelle Jackson to Ms Okine of 19 October 2012 suggesting a mooring at a place called Royden Mill. Royden Mill is a holiday leisure site and the moorings there would be far too expensive for Ms Okine or me to afford. It does not offer permanent or residential mooring to boaters and the

prices are extremely high and not practical for Ruth or me. Also, it is on the opposite side of London, far away from any friends or back-up facilities that are necessary for my condition. I do not understand why Royden Mill has been suggested.

8. I would stress that we are doing our utmost to resolve the position, currently by pressing the Claimant on the question of allowing moorings for Big Bob and Beaver on the opposite side from where we are, namely moored to Mr Walsh's land.

I believe that the facts stated in this witness statement are true.

Signed *Paul Lewin*

Print name *Paul Lewin*

Date *18/1/13*

10127\2\CJ\AH

Made on behalf of the 2nd Defendant
Statement number: 3rd
Exhibit referred to herein: PVL2
Dated : 21 October 2015

IN THE COUNTY COURT AT CENTRAL LONDON

CLAIM NO: 2UB 00543

BETWEEN:

BRITISH WATERWAYS BOARD (NOW THE CANAL
AND RIVER TRUST)

Claimant

-v-

(1) RUTH OKINE AND (2) PAUL VINCENT LEWIN

2nd Defendant

**WITNESS STATEMENT OF
PAUL VINCENT LEWIN**

Full Name of Witness: Paul Vincent Lewin
Address: Flat 6, 40-42 Nevern Square, London SW5 9PE
Occupation: Unemployed (Disabled)

1. I am the 2nd Defendant in this action and I make this statement further to my statements of the 11th October 2012 and 17th January 2013 and in order to update the Court as to the current situation.

2. In my first statement I mentioned that I have long term PTSD and long term depression. I have also been diagnosed with borderline personality disorder. I take anti-depressants and Diazepam for anxiety e.g. panic attacks and mood swings. I also suffer from arthritis, sciatica in both hips, high blood pressure and high cholesterol. All of these conditions are continuing.

3. In June 2014 I moved my boat, Big Bob to the other side of the canal to moor to land owned by a farmer called Mr Walsh. I entered into a mooring agreement with Mr Walsh and there is now produced and shown to me and marked as Exhibit "PVL2" a copy of that agreement.

PVL2

4. My solicitors indicated to the Claimants before I moved over to moor next to Mr Walsh's land that I would be very happy to enter into a licence agreement with them. That remains the case. I do not understand why the Claimants are continuing with this action and why they will not enter into a licence agreement with me. I confirm that I am not causing any obstruction or nuisance where I am currently moored.
5. At the same time as I moved over to moor to Mr Walsh's land, the first Defendant also moved over to moor her boat, Beaver, to that land.
6. Also moored to Mr Walsh's land with his agreement are:-

Mr Graham Rickford (whose case is now to be joined with my case) in his boat, Bad Manners; [David McCarthy and Anne France] in a boat they rent, The Snark (though The Snark is currently away from the mooring); another person called Mr Hibbert in his boat Somewhere.

7. I have seen the revised witness statement of the 1st Defendant, Ruth Okine. I would like to join with the evidence that she supplies at paras 5.9 to 5.11 of her statement with regard to the fact that the canal has been widened at the point where we moored. I believe that my boat is now, effectively, moored in water above the canal bed that is still owned by Mr Walsh.

I believe that the facts stated in this witness statement are true.

Signed *Paul L.*

Print name *PAUL LEWIN*

Date *28/9/2005*

101272\CJEJW

Made on behalf of the 2nd Defendant
Statement number: 3rd
Exhibit referred to herein: PVL2
Dated : 21 October 2015

IN THE COUNTY COURT AT CENTRAL LONDON

CLAIM NO: 2UB 00543

BETWEEN:

BRITISH WATERWAYS BOARD (NOW THE CANAL
AND RIVER TRUST)

Claimant

-v-

(1) RUTH OKINE AND (2) PAUL VINCENT LEWIN

2nd Defendant

EXHIBIT PVL2

This is the Exhibit marked PVL2 referred to in the Witness Statement of Paul Lewin

RESIDENTIAL

THIS LICENCE is made the day of 2014

BETWEEN:

WALSH PROPERTIES LIMITED (Company Number 03005106) whose registered office is at Willow Tree Farm, Breakspear Road North Harefield Middx UB9 6LZ ("the Owner") and

PAUL LEWIN of *Houseboat Big Bob*
c/o Box 8, 1-2 Denham Parade
("the Licensee") *Oxford Road, Denham, Middx UB9 4DZ*

WHEREBY IT IS AGREED as follows

1. ON the terms herein contained the Owner hereby grants to the Licensee the right for the Licensee:-

(a) To moor or otherwise secure a boat against that part of the canal bank 45 feet in length and owned by the Owner as the same is shown for the purpose of identification only edged in red on the attached plan ("the Mooring") or such other part of the canal bank owned by the Owner as may be specified by the Owner from time to time in its absolute discretion as hereinafter provided.

(b) To use the Mooring for the purposes of mooring one boat being known as Big Bob Index No. 519479 and for no other purpose.

2. This Licence is for a period of one year from the *1 July 2014* ("the commencement date") and shall continue thereafter until determined by either party giving to the other not less than ninety days' notice in writing to expire at any time PROVIDED ALWAYS that the Owner may terminate this Licence at any time by giving not less than seven days' notice in writing to expire at any time if at the time that such notice has been given the Owner shall have received notice that the Canal and River Trust considers this Licence and the rights created by this Licence to be invalid or otherwise detrimental to the use of the canal adjoining the Mooring.

location or locations have the option of terminating this Licence instead of moving. The Owner will not be liable in any circumstances to pay any compensation to the Licensees in the event of such re-location or termination

AS WITNESS the hands of the parties the day and year first before written

SIGNED by
for and on behalf of
WALSH PROPERTIES
LIMITED

~~_____~~

8/7/14

SIGNED by the said
PAUL LEWIN
in the presence of:

Paul Lewin

Ruth Okine

Made on behalf of: the Defendant
Statement number: 1st
Exhibit referred to herein: "GR1"
Dated: 19 October 2015

IN THE COUNTY COURT AT CENTRAL LONDON

CLAIM NO: A00UB204

BETWEEN:

CANAL & RIVER TRUST

Claimant

-v-

GRAHAM RICKFORD

Defendant

**WITNESS STATEMENT OF
GRAHAM RICKFORD**

Full Name of Witness: Graham Rickford
Address: C/o 44 Sullivan Crescent, Harefield, Uxbridge, UB9 6NL
Occupation: Currently unemployed

1. I am the Defendant in this action. I understand that my case is now to be heard with the case of Canal & River Trust -v- Ruth Okine & Paul Lewin. I am currently moored to land owned by a farmer called Mr Walsh, with his permission, and also moored here are Paul Lewin and Ruth Okine. I have entered into a Mooring Agreement with Mr Walsh.
2. I moved to moor to Mr Walsh's land in about June 2014. Prior to that, this action had been taken against me by the Claimants on the basis that I was not "continuously cruising". What had happened was that my boat needed a new engine, so the boat was taken by a certain Roger Wakeham of Denham Deep in about November 2013. Mr Wakeham completely let me down and did not provide, and has still not provided, the new engine for the boat. Therefore, in June 2014 I arranged for my boat to be towed to its current location. From about November 2013 until June 2014 I was only moored at a couple of locations, and the reason for this was because of my boat being repaired. I believe this was a perfectly good reason for not moving during that period

of time, and it was not my fault that the repairs were not carried out efficiently and within a reasonable period of time. There is now produced and shown to me marked as exhibit "GR1" a Statement from Mr Wakeham of 10 July 2014.

"GR1"

3. I have seen the recent revised Statement of Ruth Okine, and I would like to rely on the evidence she puts in there concerning the widening of the canal at the point where we are all moored. For this reason, I believe that my boat is actually moored above the canal bed that is owned by Mr Walsh himself.
4. I would like to add that also moored here are: David McCarthy and Anne France who rent the boat they live on, namely The Snark (though The Snark is currently away from its mooring); a Mr Hibbert in his boat, Somewhere.
5. I suffer from sciatica. Also, since this action has occurred, I have not managed to maintain my employment as a painter and decorator. I have become very depressed due to the stress of these proceedings, and the uncertainty as to whether I will lose my boat. I have been attending an organisation called Healthy Minds because of what has happened. I believe my Solicitors will be seeking a report from Healthy Minds.

I believe that the facts stated in this witness statement are true.

Signed ... *G. Rickford*

Print name ... *GRAHAM RICKFORD*

Date ... *28.9.15*

11352\2\CJYCT

Made on behalf of: the Defendant
Initials/surname of witness: G Rickford
Statement number: 1st
Initials/number of each exhibit: "GR1"
Date statement made: 19 October 2015

IN THE COUNTY COURT AT CENTRAL LONDON

CLAIM NO: A00UB204

B E T W E E N:

CANAL AND RIVER TRUST

Claimant

-and-

GRAHAM RICKFORD

Defendant

EXHIBIT "GR1"

THIS IS THE EXHIBIT MARKED "GR1" REFERRED TO IN THE WITNESS STATEMENT OF GRAHAM RICKFORD.

For Graham

To Whom It May Concern

Re: Graham Rickford, Narrowboat BadManners

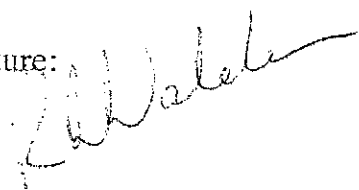
In November 2013 approximately, Graham Rickford brought me a 2.5 BMC marinised engine which was in non-working condition. It was brought to me, Roger, in my workshop at Denham Deep, where I agreed to either replace or repair the engine. However, finding problems with replacing the engine, it was decided to rebuild it with the use of spare parts from other engines and some help from an outside engineering firm.

In December Graham's boat was moved to the top of Denham Deep Lock on the GU canal, from Black Jack's, with the hope that the engine would be ready to be put back in.

However during this time unfortunately, due to unforeseen circumstances, I had been hospitalised on several occasions for various operations, including arthritis in my hands, and my mother passed away. Also, there had been flooding at Denham Deep, and my workshops were flooded out along with the moorings which I used to repair boats, but I had agreed for Graham to bring his boat to the mooring where I do repairs below Denham Deep Lock before the flooding about 4 months ago, when the boat was again pulled down to the moorings below Denham Deep, and once again it was hoped to be able to reinstall the engine, but due to my own circumstances I was unable to refit the engine.

Because of my unfortunate circumstances I have still not been able to complete the rebuilding of Graham's engine, and Graham explained that he had to leave because CRT were taking him to Court for not constant cruising and he left on Saturday 14 June to return to Black Jacks, Harefield, where he has paid for a permanent mooring with a private landowner.

I hope that this is helpful to Mr Rickford and to whomever it may concern.

Signature: 

Date: 10-7-14

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Denham Garden Village
Denham
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DR. N. PATEL
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RECEIVED
27 MAY 2016

The Community Law Partnership Ltd
4th Floor
Ruskin Chambers
191 Corporation Street
Birmingham
B4 6RP

Your Ref: 10127/2/CJ/JME

19-Apr-2016

Dear Sir/Madam

Re: LEWIN, Paul (Mr) , DOB: 13-Dec-1958 NHS No: 456 756 7889
Box 8 1-2 Denham Parade, Oxford Road, Denham, Uxbridge,
Middx, UB9 4DZ. Telephone: 07746126196

This is to state that the above named patient is currently registered with our practice. He has been suffering with POST TRAUMATIC STRESS Disorder and long term depression and borderline personality disorder since 16.12.1996.

He has been assessed by the Haleacre Team in May 2012 and currently on medication for the same. He was lost to follow up a year later but remains on medication.

I confirm that I have made clear which facts and matters referred to in this report are within my own knowledge and which are not. Those that are within my knowledge I confirm to be true. The opinions I have expressed represent my true and complete professional opinion on the matter to which they refer.

Thank you

Yours sincerely


Dr Kavita Rodrigues