



# EMPLOYMENT TRIBUNALS

**Claimant:** Miss S K Jagus

**Respondent:** Carl Butterfield

## JUDGMENT & ORDER

- (1) The Judgment attached as “Annex 1”, in which the case number is – wrongly – given as “2600713/2020” and the respondent – wrongly – as “Carl Butterfield, Hollis House Investments Ltd” is a **nullity**; it was never a Judgment of the Tribunal, the signature of the Judge on it was not put on it by the Judge himself, and it was sent out to the parties by the Tribunal administration by mistake. It has never been entered on the online judgments register.
- (2) The Judgment attached as “Annex 2”, with the case number “2603112/2020” and the respondent as Carl Butterfield is the Judgment of the Tribunal and was entered on the online judgments register on or around 24 November 2020, but was seemingly never sent to the parties in accordance with the Rules.
- (3) In the above circumstances, all time limits relevant to challenging the Judgment attached as “Annex 2” – referred to from here onwards as the “correct Judgment” – in the Employment Tribunal run from the date in May 2021 that this Judgment & Order is sent out and not from any other date. (Please note: the time limits for challenging the correct judgment by appealing to the Employment Appeal Tribunal would be set by the Employment Appeal Tribunal and may run from a different date).
- (4) It is noted that Mr Butterfield seeks to challenge the correct Judgment on the basis that he was never the claimant’s employer and that the claimant’s employer was in fact Hollis House Investments Ltd. **Within 10 days of the date this Judgment & Order is sent to the parties** the claimant must write to the Tribunal and to Mr Butterfield by email, and to Hollis House Investments Ltd by post to No 3 Kingfisher Drive, Alderminster, Stratford-Upon-Avon, CV37 8QX, stating whether she agrees that Mr Butterfield personally was not her employer and that Hollis House Investments Ltd was, and if she disagrees, the basis upon which she does so.

## REASONS

1. The above Judgment & Order has been made without a hearing on my [Employment Judge Camp's] own initiative in the Midlands (East) Employment Tribunal region, which is administered from Nottingham.
2. What has happened in the present case is very peculiar indeed and is unique in my experience.
3. The claimant brought a claim naming "Carl Butterfield, Hollis House Investments Ltd" as the respondent. There was no response to the claim and so rule 21 of the Rules of Procedure applied. In November 2020 the file was referred to me to consider whether a judgment could be entered against the respondent in accordance with that rule. I cannot now recall what led me to make the decision I made, but what I decided was that judgment under rule 21 should be entered against Carl Butterfield himself and not against Hollis House Investments Ltd. I drafted the judgment in Annex 2 and electronically signed it and emailed it to the Tribunal administration for them to send out to the claimant and respondent and to upload to the electronic register of judgments. It appears that although it was uploaded to the electronic register, it was not sent to the claimant and the respondent.
4. As best I can make out from looking at the Tribunal file, what was sent to the claimant and respondent, but not uploaded to the online register of judgments, was the judgment in Annex 1. I am at a loss as to where that judgment came from, because it was not what I sent to the Tribunal administration. There are a number of possible explanations, and it seems to me the most likely one is that the judgment was based on a template which had electronic 'fields' in it and that some bug in the system caused the fields for case number and for the name of the respondent to change in the version of the judgment in Annex 1.
5. The above Judgment & Order declares the version of the judgment in Annex 1 a nullity. I considered whether I should formally reconsider it under rule 70 or correct it under rule 69, but I came to the conclusion that doing neither of these things was appropriate as those rules apply to genuine judgments of the Tribunal and the version of the judgment in Annex 1 was never a genuine judgment of the Tribunal – even though it has my electronic signature on it, it was never made and signed by me or any other Employment Judge.
6. What all this means is that (based on the information available to me at the moment) there is a judgment in existence against Mr Butterfield personally that he seems not to have had a proper opportunity to challenge. Like anyone else in his position, he may apply for an extension of time for presenting his response. If he is going to do this he should make the application as soon as possible. He must comply with rule 20 of the Rules of Procedure when making any such application. Any application must be copied to the claimant. It must include an explanation of why he did not present a valid response on time, and a draft of

his response or an explanation of why that is not possible. If he is allowed an extension of time, any judgment issued under rule 21 is automatically set aside.

7. In any event, it is not clear to me why the claimant named Mr Butterfield as the respondent in her claim form, unless she thinks that he personally was her employer. That is why I have made the order in paragraph (4) above.

Employment Judge Camp  
Sent to the parties on:

14/05/2021

For the Tribunal Office:

ANNEX 1 TO THE JUDGMENT & ORDER SIGNED BY THE JUDGE ON 13 MAY 2021

Case No: 2600713/2020



## EMPLOYMENT TRIBUNALS

**Claimant:** Miss S K Jagus

**Respondent:** Carl Butterfield, Hollis House Investments Ltd

## JUDGMENT

Employment Tribunals Rules of Procedure 2013 – Rule 21

- (1) The respondent dismissed the claimant without notice or pay in lieu and must pay the claimant £200 in damages for breach of contract.
- (2) The respondent made unauthorised deductions from the claimant's wages and must pay her the amount of those deductions: £535.52. (It is noted that the claimant has double-claimed for 12 weeks' underpaid furlough payments. She has been awarded £215.52, the higher of the two figures she claimed).
- (3) The respondent has failed to pay the claimant for accrued holiday entitlement and must pay the claimant compensation of £360.
- (4) The total payable by the respondent to the claimant is **£1,095.52**

EMPLOYMENT JUDGE CAMP  
18 NOVEMBER 2020

JUDGMENT SENT TO THE PARTIES ON

.....  
AND ENTERED IN THE REGISTER

.....  
FOR THE TRIBUNAL OFFICE

ANNEX 2 TO THE JUDGMENT & ORDER SIGNED BY THE JUDGE ON 13 MAY 2021

Case No: 2603112/2020



## EMPLOYMENT TRIBUNALS

**Claimant:** Miss S K Jagus

**Respondent:** Carl Butterfield

## JUDGMENT

Employment Tribunals Rules of Procedure 2013 – Rule 21

- (1) The respondent dismissed the claimant without notice or pay in lieu and must pay the claimant £200 in damages for breach of contract.
- (2) The respondent made unauthorised deductions from the claimant's wages and must pay her the amount of those deductions: £535.52. (It is noted that the claimant has double-claimed for 12 weeks' underpaid furlough payments. She has been awarded £215.52, the higher of the two figures she claimed).
- (3) The respondent has failed to pay the claimant for accrued holiday entitlement and must pay the claimant compensation of £360.
- (4) The total payable by the respondent to the claimant is **£1,095.52**

EMPLOYMENT JUDGE CAMP  
18 NOVEMBER 2020  
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