

IN THE HIGH COURT OF JUSTICE

Claim No 4PA41550

CHANCERY DIVISION

New Case No D30LS589

LEEDS DISTRICT REGISTRY

HHJ MARK RAESIDE QC SITTING AS A JUDGE OF THE HIGH COURT

DATE: 19th October 2017

B E T W E E N :

BANK OF SCOTLAND PLC

Claimant

and

(1)

PAUL MICHAELS

(2)

CHARLOTTE MICHAELS

Defendants

AFFIDAVIT OF PAUL MICHAELS
IN SUPPORT OF APPLICATION FOR A STAY

I, Paul Michaels, currently domiciled at Low Newbiggin House, Aislaby, Whitby, North Yorkshire, England, and currently do solemnly and sincerely affirm and declare with good faith and without prejudice:

1. I am born on the 24th October 1966, age 50 years. I am of sound mind and reason and do sincerely and honestly affirm the present Instrument to be my own words, written by me, given freely and without duress and expressing accurately to the best of my ability the facts herein of which I have witnessed firsthand and have expert knowledge; (Annexure 2 & 3),and

2. I am the husband of Mrs Charlotte Michaels to whom I am legally married for 13 years, since 23rd October 2004. My wife and I have two dependent children; Miss Victoria Michaels 4 years old, and Master Henry Michaels, 18 months old; and
3. I am the Managing Director of Corporate Communications Worldwide Express Limited, since August 1999 (Annexure's 4 & 5) and President of Blissfield Sporting Camps Limited in New Brunswick Canada operating an Atlantic Salmon fishing business since July 2008; (Annexure 6), and
4. I am the joint owner alongside my wife Charlotte of Low Newbiggin Estate (the property subject to this case) a small shooting and Atlantic salmon fishing estate in the North York Moors National Park, near Whitby North Yorkshire United Kingdom, since June 2001; and
5. I am authorised by my wife to make this Affidavit, and I do so on behalf of all parties relevant in this matter; and
6. HHJ Mark Raeside's Order dated 4th October 2017 issued in the Leeds Combined Court Room 15, states that the Bank of Scotland can take possession of our home on the 31st October 2017. We have asked the Claimant if they would agree to a voluntary Stay, however they have refused; and
7. We applied for permission to appeal at the Handing Down of judgment on 3rd October 2017, which was refused. As a result we are applying for permission to appeal to the Court of Appeal; and
8. We request that the execution of the Order for Possession is stayed, pending the outcome of our application for permission to appeal. Specifically, we request the Order for Possession shall not be enforced until the expiry of 28 days after either (a) Our application for permission to appeal, or any substantive appeal, is determined (whichever is later); or (b) any period for taking a step under CPR 52 expires without such a step having been taken; or (c) we withdraw our permission application or appeal; and

9. If the Court does not grant us a stay of the judge's decision at this critical stage, which apparently has procedural implications affected by the normal chronological order for submissions, then this may effect our right or purpose of appealing the judge's decision which is to prevent the bank taking ownership of our home under a VOID contract. This will affect our natural, civil and political rights to bring remedy to a process which is procedurally wrong and flawed (our appeal details why). If the decision is left unchallenged, then the Claimant may, with the possession of the property and a money judgement to the same amount, in effect be given 'consent' by the court to take some further enforcement action in relation to our other properties and assets. Any refusal to stay HHJ Raeside's Order effectively stymies our ability to protect our home. Further, we will then be deprived of the very asset over which we are appealing, That would be both unfair and unjust, and is in breach of both the court and its officer's duty of care under sworn oath to its people, and our civil and political rights under English Law. Further it will 'rob' us of our 'natural, divine and remedial rights' under 'natural law'; and
10. On the 15th September 2017, the defendants did deliver to the Claimants UK Head Office namely Lloyds Banking Group, 25 Gresham Street London, EC2V 7HN, two Legally binding payments for the debt under the Bills of Exchange act 1882, 'Promissory Notes' being officially verified and witnessed. (Annexure's 7-12) Under the terms of the delivered contract of which the C's have 'engaged' the d's have stated that if the original Promissory Notes are not returned with good reason for not accepting them, then the mortgage which is 'Non Assumpsit' will be considered settled in full and have a zero balance. The Promissory note has not been returned, the matter save for damages and losses and costs is now considered settled by the d's. The C's must start a new course of action against the d's setting out good and lawful reasons why they have not chosen to accept the original Promissory notes, stating why they do not accept one of their own financial instruments as payment in full.
11. We request that the enforcement of the Money Judgment be stayed until after the property has been sold (either by Defendants or Claimant). The Claimant's position is that it has 'security' for the debt in the form of a mortgage and therefore if valid, its source of settlement of the debt will be from the unhindered and maximised sale of the property. We do not know how much the property would or could be sold for, but until it is sold we will not know how much, if anything, might be left owing. Therefore

the only 'fair and just' approach to this matter is that the Claimant's ability to enforce the money judgment be stayed until after the property has been sold, and/or a settlement has been reached with the bank. Any money judgment or notice of settlement should reflect the actual balance outstanding (if any); and

12. We also request that the execution of the Order for Possession and the Money Judgment is stayed pending the Claimant being able to prove the actual amount of money owing. The main part of our defence, was that the Claimant was put to Strict Proof of the mortgage, its alleged arrears and balance owing, however the Judge in our case did not enforce this point. We have been advised that under the Data Protection Act 1998 we are entitled to request Subject Access Requests (SAR's) on all our LLOYDS, BOS, HBOS and TMB accounts. These were requested on 5th October 2017, (Annexure's 13-16) however the 1998 Data Protection Act permits the bank 40 days to provide these reports. These SAR requests need to be obtained by us, examined, verified and submitted to court in order for the court to consider the validity or dismissal of any Judgment; and

13. We also request that the execution of the Order for Possession and the Money Judgment is stayed pending the Claimant being able to prove the payment of the Claim fee. We have investigated the legitimacy of the Claim. Middlesbrough, Scarborough and Leeds Court have confirmed that at the time of the trial on the 8 and 9th of March 2017, three (3) years after the original claim was submitted they had still NOT received the initial payment fee for the Claim. We request that the Claimant should be put to strict proof of the amount, date, payment method, and to whom the payment was made; and

14. We have been advised that a sale of our home by the Bank in 'short order', would allow them to destroy the evidence not seen or requested by HHJ Raeside, relating to the original mortgage and Promissory Note, which will prove that the bank has been repaid for our mortgage agreement.

15. All the facts and circumstances deposed herein are within my own knowledge and expertise except such as are deposed herein from information only in accord with my reasonable knowledge and sources of information as appear within the present affidavit.

Deponent Signature:

Witness my signature on:

Certificate witness:

Sworn at:

In the country of:

Before me :

Certificate Of Annexure

In Accordance with The Oaths Act 1978

England Wales and Northern Ireland

I certify the following annexures marked 2 to 9 referred to in the Affidavit of was presented, sighted and affirmed before me

Annexure 2: Mr Nicholas Bonham Personal Reference

Annexure 3: Mr Chris Turner Personal Reference o

Annexure 4: Chicksand Avis Personal Reference

Annexure 5: Mr Kenneth McGrigor Personal Reference

Annexure 6: Whitehead Bird & Miles Personal Reference

Annexure 7: BOS Promissory Note accompanying LEGAL NOTICE 130917

Annexure 8: BOS 70352947390500 Promissory Note 130917

Annexure 9: BOS 70352947390500 Promissory Note Proof of Delivery 150917

Annexure 10: TMB Promissory Note accompanying LEGAL NOTICE 130917

Annexure 11: TMB 91357385950700 Promissory Note 130917

Annexure 12: Promissory Note Proof of Delivery 150917

Annexure 13: Lloyds Subject Access Request BOS LNB Mortgage 5/10/17

Annexure 14: Lloyds Subject Access Request TMB 5/10/17

Annexure 15: Lloyds Subject Access Request BOS 5/10/17

Annexure 16: Proof of Delivery for BOS & TMB SAR Requests.

Ido sincerely and honestly affirm the present Annexure's 2 to 16 are in with my Affidavit which I have witnessed firsthand and can swear to under oath of sound mind and reasonable knowledge and sources of information as appear in the present Affidavit.

Deponent Signature:

Certificate witness:

**12 LIGHTERMANS WALK
PROSPECT QUAY
POINT PLEASANT
LONDON
SW18 1PS**

8 June 2010

To whom it may concern

Paul & Charlotte Michaels

I had the pleasure of being Chairman of Corporate Communications World Wide Express Limited at City Point, One Ropemaker Street, London, EC2Y 9AW for over four years between 2005 and 2009.

I enjoyed working with Mr & Mrs Michaels and found them to be conscientious, honest and hard working. Their individual strengths compliment each other in many ways. The highest complement one can pay to a business colleague is to describe them as honourable – and to this end I would happy add that adjective to both Paul and Charlotte.

I was involved in managing a large and well established family business in the Fine Art Auction world for some thirty eight years and had the pleasure of both working and dealing with very many honest, honourable and scrupulously fair people – I would very much put Paul and Charlotte in this category.



Nicholas Bonham

To whom this may concern

I have known Paul Michaels since his Primary School days. He was a pupil for a time at Horsforth St Margaret's Church of England School, Leeds, where I was Headmaster from 1974 to 1984.

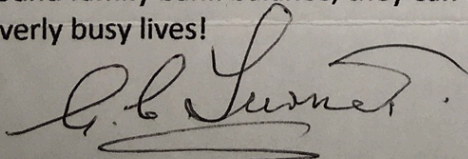
Paul's early days were at times difficult for him, particularly when his parents split up. Nevertheless he was well brought up by his mother and was generally accepted as an honest, quiet, thoroughly polite and pleasant youngster by all the staff with whom he came in contact. He worked hard and as I distinctly recall he was a gifted artist – in fact I remember several pictures that he submitted to be put on display in School. I also had one or two on show in my study and these were noted and commented upon by visitors – particularly the Inspectorate when they came into School.

On leaving St Margaret's he moved to Horsforth Comprehensive School nearby and from reports I received he continued to impress as a student with potential. I had a good working relationship with that School and so reports about former pupils were often passed on and some would visit their old School from time to time – always a pleasure for us.

During his time at St Margaret's I got to know him quite well and after he left he continued to keep in touch. In fact I do remember one thing in particular that impressed me as being typical of him. His mother had apparently once expressed a desire to have a flight in 'Concorde' and, initially unbeknown to her, he arranged for this soon after leaving school, paying for the trip from money earned from his first job – a very thoughtful and generous gesture.

Over the course of his life he has worked very much in the property and business world. It is always a pleasure to hear how he has got on. Both he and his wife Charlotte have embarked on several successful business ventures in both this country and in Canada too, where Paul has built properties and purchased fishing rights that are proving lucrative.

To sum up, I get the distinct impression that Paul has become an astute and honest businessman. Both he and Charlotte still work hard to maintain their business interests despite the current downturn in the European financial markets and I hope that before too long they consider that, assuming they have been able to establish a sound family bank balance, they can afford to ease down on the pressures of living overly busy lives!



GC Turner

23/2/2012



CHICKSAND GORDON AVIS

Chartered Accountants and Registered Auditors
and Chartered Tax Advisors

12 Northfields Prospect, Putney Bridge Road, SW18 1PE
Telephone: 020 8874 6131 Facsimile: 020 8874 6101
Email: stan@stanchicksand.co.uk
alastair@stanchicksand.co.uk
Website: www.stanchicksand.co.uk

TO WHOM IT MAY CONCERN

Date: 9 June 2010

SBC/CLJ/C668

Our Ref:

Dear Sir

Re: Mr & Mrs Michaels, Directional Hearing 11 June 2010

I have acted as accountant and tax adviser to Mr & Mrs Michaels and their letting business at Low Newbiggin House since 2003 and I welcome this opportunity to provide a character reference for my clients. Before that date I gained significant experience across a broad range of engagements whilst employed with one of the largest worldwide firms of international accountants. I have therefore encountered a wide range of businesses and the people behind them.

I would like to inform those present of my admiration for Mr & Mrs Michaels and I can confidently state that no one I have met previously or since works harder than they do. Mr Michaels is blessed with an entrepreneurial spirit and imagination but coupled with this is an overwhelming sense of honesty and fairness that encompasses all his dealings whether that be with suppliers, customers, employees or Her Majesty's authorities.

I am acutely aware of the current situation and their indebtedness to Bank of Scotland plc. This has been of enormous concern to both Mr & Mrs Michaels and has led to a sufferance of their health. They are very focussed on assisting the bank with its aims and I have spent much time with them in attempting to source the finance needed either through alternative suppliers or the divestment of their assets to an interested purchaser. Unfortunately these efforts have not yet achieved success, which is likely to be a reflection of the wider economic environment. We remain hopeful with the improving conditions that a successful conclusion will soon be found.

CHICKSAND GORDON AVIS LTD

Registered in England Number: 5200456
Director: S B Chicksand Bsc. F.C.A. A.T.I.I.
A J Taylor Bsc.(Hons) F.P.C. A.C.A
Registered by the Institute of Chartered
Accountants in England and Wales
to carry out company audit work

----- Forwarded message -----

From: **Kenneth McGrigor** <Kenneth@csiplc.com>

Date: 30 October 2011 16:24

Subject: CC Development Plan

To: "paulcharlottem@googlemail.com" <paulcharlottem@googlemail.com>

Dear Paul

I am writing to confirm that I would be delighted to work with you and Charlotte to expand the CC offering. Over the last 2 years I have got to know you both, very well, and I am impressed with your dedication, professionalism and more importantly your tenacity, when presented with seemingly insurmountable barriers, in connection with your various projects.

You have discussed, in outline, your plans for the Informa business and I fully support those plans and feel sure that if you are given the opportunity to tender, that your "out of the box" model will offer the most compelling business case. We have discussed the likely ROI required, for any funding, to build the infrastructure, to service the account, and you believe (based on the information provided so far) that the level of return I, or any funding syndicate, I put together, can be easily met. This will obviously need confirming once tender documentation is released.

As you are aware, I do have considerable experience in funding, mentoring and developing & successfully exiting SME's and this has always been predicated on backing, strong, industry experienced, management teams, who think differently from the incumbents.

Please do let me know if you would like me to attend a further meeting to discuss your plans in greater detail.

Kind regards
Kenneth McGrigor

WHITEHEAD, BIRD, MILES & BURKE
BARRISTERS, SOLICITORS & NOTARIES

ALLISON WHITEHEAD, Q.C.*
CHARLES BIRD*
ALLEN MILES*
THOMAS J. BURKE, Q.C.
DAVID M. HITCHCOCK*
ALEACIA BENNETT
AMANDA THIBODEAU

111 MAIN STREET
FREDERICTON, N.B.
E3A 1C6

TELEPHONE (506) 458-9077
FAX (506) 458-1274

*Professional Corporation

To Whom It May Concern:

Ref; Paul & Charlotte Michaels.

I offer this letter as a reference for Paul and Charlotte Michaels. I can confirm that we are acting for Paul and Charlotte Michaels in relation, to their development of their fishing properties on the Southwest Miramichi River in New Brunswick, Canada.

It has been my observation, based on my dealings with them in their business matters in New Brunswick Canada, that they are diligent, hard working, and determined.

They have experienced difficulties with the establishment of G R Colford & Sons which have caused setbacks. Despite those difficulties they have continued to press ahead with the development of their fishing properties on the Southwest Miramichi River in NB.

Design and infrastructure plans are in place, builders have been lined up, almost all construction costs have been identified. Planning/building approvals should be forthcoming from the local planning board.

We are pleased to work with them in this project and look forward to a successful conclusion.

If you have any questions please contact the undersigned.

Charlie Bird
Whitehead, Bird, Miles & Burke
Barristers & Solicitors
111 Main St.
Fredericton, NB
E3A 1C6

Telephone: 506-458-9077
Facsimile: 506-458-1274

Mr PAUL MICHAELS &
MRS CHARLOTTE SARAH MICHAELS
& Others.
Low Newbiggin House
Aislaby
Nr Whitby
North Yorkshire
YO21 1TQ

COPY

For the Attention of;
Jamie Graham: Credit Operations Director
Lloyds Banking Group.
25 Gresham Street,
London,
~~EC2Y 9AW~~, EC2V 7HN
United Kingdom.

[Handwritten signature]
Mood

CC: Louise Paterson; Retail Legal Department.

Re: BOS Mortgage Account Number: 70352947390500

NOTICE TO AGENT IS NOTICE TO PRINCIPAL; NOTICE TO PRINCIPAL IS NOTICE TO AGENT.

14th September 2017

Dear Mr Graham

This is a LEGAL NOTICE and not a letter.

Please find the enclosed Promissory Note, as payment and final settlements for the outstanding amount on the above listed mortgage, and any related loans and or agreements. This payment being an acceptable specie of payment under the Bills of Exchange Act (1882).

However, should you not accept this form of payment, then please return the Promissory Note, along with a full written explanation of why your organisation is exempt from the legislation as outlined above, or why the Commercial Instrument is unacceptable.

Please note - If you do not return the Promissory Note, then we are in agreement that the bill has been paid in full.

If you do return the Promissory Note, but without a legitimate written explanation as to why your organisation is exempt from the legislation outlined above, or why the Commercial Instrument is unacceptable, then we are in agreement that you have turned down my legal payment and therefore my account balance is now zero.

Please confirm my account balance is now zero. If you do not understand this, please take legal advice.

I trust that this is to your satisfaction and that no further claims will be made against PAUL MICHAELS, CHARLOTTE SARAH MICHAELS, and or Others.

Yours, sincerely

PAUL MICHAELS

For and on behalf of PAUL MICHAELS, CHARLOTTE SARAH MICHAELS, and Others.

Without Dishonour, Ill Will or Frivolity. All Rights Reserved. Non Assumpsit.
Errors and Omissions Excepted

Signed in the presence of Louise Woods
Solicitor
Senior Associate
Vinson & Elkins RLLP

VI SON & ELKINS
LONDON

14-09-17

Promissory Note: NO: BOS/PMCSM/00042

Tender in terms of the Bills of Exchange Act 1882

This Promissory NOTE was issued at:

The City of London in the United Kingdom,

of Great Britain (Place)

Date: 13th September 2017

AMOUNT: £1,342,749.07 (in numbers)

AMOUNT: One million, three hundred and forty two thousand, seven hundred and forty nine pounds, and seven pence. (written)

This certifies that

I, PAUL MICHAELS, ID Number: 70352947390500

Hereby promise to pay BANK OF SCOTLAND (HOLDER) the full amount specified, on this NOTE for value received.

Terms & Conditions

The payment will be made in monthly instalments of £1350 (One thousand three hundred and fifty pounds) per month, on the 7th (seventh) day of every consecutive month until the obligation has been fulfilled. The payment can be obtained by the HOLDER at Low Newbiggin House, Aislaby, Whitby, North Yorkshire, YO21 1TQ. I hereby give permission to the HOLDER and/or the HOLDER IN DUE COURSE of this Promissory Note, to use this NOTE in any way necessary as a negotiable instrument to be financially traded on; whereas such trade shall terminate the obligation herein.

14/09/17.
Date

Signature

THE ORIGINAL COPY IS SIGNED IN BLUE INK.

Signed in the presence of Louise Woods
Solicitor
Senior Associate
Vinson & Elkins LLP

VINSON & ELKINS
LONDON

14-09-17.

PROOF OF DELIVERY

PM N: BOS/PMCSM/00002

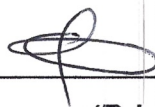
This is to confirm receipt of delivery for attention Credit Operations Director at Lloyds Banking Group, and, containing payment on behalf of PAUL MICHAELS, CHARLOTTE SARAH MICHAELS, and or Others.

DATE RECEIVED / STAMP:

15/09/17

For LLOYDS Banking Group

NAB



(Print name in block Capitals)

Signature.



Mr PAUL MICHAELS &
MRS CHARLOTTE SARAH MICHAELS
& Others.
Low Newbiggin House
Aislaby
Nr Whitby
North Yorkshire
YO21 1TQ

COPY

For the Attention of;
Jamie Graham: Credit Operations Director
Lloyds Banking Group.
25 Gresham Street,
London,
EC2Y 9AW, EC2V 7HN
United Kingdom.

A Woods

CC: Louise Paterson; Retail Legal Department.

Re: TMB Mortgage Account Number: 91357385950700

NOTICE TO AGENT IS NOTICE TO PRINCIPAL; NOTICE TO PRINCIPAL IS NOTICE TO AGENT.

14th September 2017

Dear Mr Graham

This is a LEGAL NOTICE and not a letter.

Please find the enclosed Promissory Note, as payment and final settlements for the outstanding amount on the above listed mortgage, and any related loans and or agreements. This payment being an acceptable specie of payment under the Bills of Exchange Act (1882).

However, should you not accept this form of payment, then please return the Promissory Note, along with a full written explanation of why your organisation is exempt from the legislation as outlined above, or why the Commercial Instrument is unacceptable.

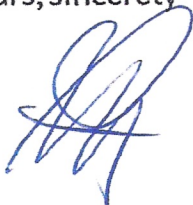
Please note - If you do not return the Promissory Note, then we are in agreement that the bill has been paid in full.

If you do return the Promissory Note, but without a legitimate written explanation as to why your organisation is exempt from the legislation outlined above, or why the Commercial Instrument is unacceptable, then we are in agreement that you have turned down my legal payment and therefore my account balance is now zero.

Please confirm my account balance is now zero. If you do not understand this, please take legal advice.

I trust that this is to your satisfaction and that no further claims will be made against PAUL MICHAELS, CHARLOTTE SARAH MICHAELS, and or Others.


Yours, sincerely



PAUL MICHAELS

For and on behalf of PAUL MICHAELS, CHARLOTTE SARAH MICHAELS, and Others.

Without Dishonour, Ill Will or Frivolity. All Rights Reserved. Non Assumpsit.
Errors and Omissions Excepted

Signed in the presence of Louise Woods 
Solicitor
Senior Associate
Vinson & Elkins RLLP

VINSON & ELKINS
LONDON

11-09-17

Promissory Note: NO: TMB/PMCSM/00043
Tender in terms of the Bills of Exchange Act 1882

This Promissory NOTE was issued at:

The City of London in the United Kingdom,
of Great Britain (Place)

Date: 13th September 2017

AMOUNT: £605,520.77 (in numbers)

AMOUNT: Six hundred and five thousand, five hundred
and twenty pounds, and seventy seven pence. (written)

This certifies that

I, PAUL MICHAELS, ID Number: 91357385950700

Hereby promise to pay THE MORTGAGE BUSINESS (HOLDER) the full amount specified, on this NOTE for value received.

Terms & Conditions

The payment will be made in monthly instalments of £753.00 (Seven hundred and fifty three pounds) per month, on the 13th (seventh) day of every consecutive month until the obligation has been fulfilled. The payment can be obtained by the HOLDER at Low Newbiggin House, Aislaby, Whitby, North Yorkshire, YO21 1TQ. I hereby give permission to the HOLDER and/or the HOLDER IN DUE COURSE of this Promissory Note, to use this NOTE in any way necessary as a negotiable instrument to be financially traded on; whereas such trade shall terminate the obligation herein.

14/09/17
Date

[Signature]
Signature

THIS IS THE ORIGINAL COPY SIGNED IN BLUE INK

Signed in the presence of Louise Woods [Signature]
Solicitor
Senior Associate
Vinson & Elkins RLLP

VINSON & ELKINS
LONDON

14-09-17

PROOF OF DELIVERY

PM N^o: TMB/PMCSM/00043

This is to confirm receipt of delivery for attention Credit Operations Director at Lloyds Banking Group, and, containing payment on behalf of PAUL MICHAELS, CHARLOTTE SARAH MICHAELS, and or Others.

DATE RECEIVED / STAMP:

15/09/17

For LLOYDS Banking Group

NAB



(Print name in block Capitals)

Signature.



DSAR Unit
Lloyds Bank
Customer Service Recovery
Charlton Place, C57
Andover, SP10 1RE

5th October 2017.

Re: Bank of Scotland Mortgage roll number Account Number A/35294739-8

Sent by recorded delivery.

Dear Data Protection Officer

Re: Subject Access Request – S.7 Data Protection Act 1998.

Under the Data Protection Act 1998 I request that you supply me with all data in your possession that relates to us and we are entitled to under Section 7(1) of the Act.

However please do not restrict the search for information held to the above accounts as we would like to receive everything you hold, that relates to us personally.

Our current addresses are Low Newbiggin South, Aislaby, Whitby, North Yorkshire, YO21 1TQ, and Bohunt Manor Barn Portsmouth Road Liphook, Hants, GU30 7DL. Our previous addresses are, 6 Portland House Mews, Epsom, Surrey, KT18 5BB, 31 Sandells, Avenue, Ashford, Middlesex, TW15 1AL, 35 Dove House Drive, Henlow, Bedfordshire, SG16 6DH.

If you store older records on microfiche, the Information Commissioner clearly states that you must send me this in fully legible and comprehensible form.

We hereby request the following information

1. Full Disclosure and Validate the debt (the actual Promissory Note)and a full forensic Audit of the chain of Assignment of the note and Title
2. Full Disclosure and Validate of Securitisation of the Note (Promissory Note) and a full forensic Audit of the Assignment of the Promissory Note.
3. Full Disclosure and Validate the contract signed by both parties and therefore binding both parties under Company law, Corporate law and Unidroit.

4. Full Disclosure and Validate the true and certified copy (NOT photocopy) of the Original Note (Credit Agreement), under penalty of perjury and with unlimited liability and confirm that this Note, has never been sold. Please also confirm the name of the individual who is the duly authorised representative from your company, who has carried out due diligence under The Money Laundering Regulations 2007 and what actions she/he has taken in relation to this account.
5. Full Disclosure and Validate the Originator Assignment of the Note (Promissory Note) and a full forensic Audit of the Originator Assignment of the Note endorsed and Notary signature (wet signature).
6. Full Disclosure and Validate all Special Purpose Vehicle (SPV) and a full level 3 forensic Audit of securitisation of the Note (Promissory Note).
7. A true copy of the signed credit note
8. The Deed of Assignment
9. Novation Agreement
10. Statements of Accounts
11. Duplicate statements or print out of all transactions
12. Copies of any stored telephone calls
13. All internal/external emails sent by you
14. All internal/external letters sent by you
15. All computer logs, notes, transcripts and memos stored on your computer
16. Details in any format of ALL information disclosed to a third party by you and to who and why
17. A true copy of the terms and conditions when the account was opened
18. A true copy of any subsequent amendments to those terms and conditions S. True copies of any Notice of Assignment
19. True copies of any default notices, court orders or pending legal action
20. Information related to any charges such as returned payments etc, please include your breakdown of the actual costs and your liquidated damages
21. All information that is stored by you, by any means of storage.
22. All handwritten notes, memos and letters sent by you
23. All information held by you and any of your other companies, including all of the above requests for each company.

We understand that the deadline for providing the requested information is a statutory 40 days, however due to current court action, associated possession orders that could result

in us losing our home imminently, and the registration of this case with the National Fraud Intelligence Bureau, the applicant requires to be in physical receipt of this information not later than 12 noon on 19th Of October 2017.

If you do not normally deal with these requests, please pass this letter to your Data Protection Officer. If you need advice on dealing with this request, the Information Commissioner's Office can assist you and can be contacted on 0303 123 1113 or at ico.org.uk

We enclose the maximum £10 statutory fee to access all the data that you hold about myself. In any case you have 40 days in which to comply with this request as under The Data Protection Act 1988 regulations.

If you are unable to comply with any of the above listed requests, you must inform us of such immediately and give your specific reasons why you can not comply.

Failure to comply with this request will result in a Non Compliance disclosure being made to the Information Commissioner's Office and a full report being made to both the NFIB and the FCA which could result in your department being included in any criminal legal action being brought against you.

Yours sincerely

Mr Paul Michaels

Mrs Charlotte Sarah Michaels
Low Newbiggin Estate
Aislaby
Whitby
North Yorkshire
YO21 1TQ
+44 (0) 1947 811 811
+44 (0) 774 779 3333

DSAR Unit
Lloyds Bank
Customer Service Recovery
Charlton Place, C57
Andover, SP10 1RE

5th October 2017.

Re: The Mortgage Business Acct Number 9135785950700 Ref: 12502341

Sent by recorded delivery.

Dear Data Protection Officer

Re: Subject Access Request – S.7 Data Protection Act 1998.

Under the Data Protection Act 1998 I request that you supply me with all data in your possession that relates to us and we are entitled to under Section 7(1) of the Act.

However please do not restrict the search for information held to the above accounts as we would like to receive everything you hold, that relates to us personally.

Our current addresses are Low Newbiggin South, Aislaby, Whitby, North Yorkshire, YO21 1TQ, and Bohunt Manor Barn Portsmouth Road Liphook, Hants, GU30 7DL. Our previous addresses are, 6 Portland House Mews, Epsom, Surrey, KT18 5BB, 31 Sandells, Avenue, Ashford, Middlesex, TW15 1AL, 35 Dove House Drive, Henlow, Bedfordshire, SG16 6DH.

If you store older records on microfiche, the Information Commissioner clearly states that you must send me this in fully legible and comprehensible form.

We hereby request the following information

1. Full Disclosure and Validate the debt (the actual Promissory Note)and a full forensic Audit of the chain of Assignment of the note and Title
2. Full Disclosure and Validate of Securitisation of the Note (Promissory Note) and a full forensic Audit of the Assignment of the Promissory Note.
3. Full Disclosure and Validate the contract signed by both parties and therefore binding both parties under Company law, Corporate law and Unidroit.

4. Full Disclosure and Validate the true and certified copy (NOT photocopy) of the Original Note (Credit Agreement), under penalty of perjury and with unlimited liability and confirm that this Note, has never been sold. Please also confirm the name of the individual who is the duly authorised representative from your company, who has carried out due diligence under The Money Laundering Regulations 2007 and what actions she/he has taken in relation to this account.
5. Full Disclosure and Validate the Originator Assignment of the Note (Promissory Note) and a full forensic Audit of the Originator Assignment of the Note endorsed and Notary signature (wet signature).
6. Full Disclosure and Validate all Special Purpose Vehicle (SPV) and a full level 3 forensic Audit of securitisation of the Note (Promissory Note).
7. A true copy of the signed credit note
8. The Deed of Assignment
9. Novation Agreement
10. Statements of Accounts
11. Duplicate statements or print out of all transactions
12. Copies of any stored telephone calls
13. All internal/external emails sent by you
14. All internal/external letters sent by you
15. All computer logs, notes, transcripts and memos stored on your computer
16. Details in any format of ALL information disclosed to a third party by you and to who and why
17. A true copy of the terms and conditions when the account was opened
18. A true copy of any subsequent amendments to those terms and conditions S. True copies of any Notice of Assignment
19. True copies of any default notices, court orders or pending legal action
20. Information related to any charges such as returned payments etc, please include your breakdown of the actual costs and your liquidated damages
21. All information that is stored by you, by any means of storage.
22. All handwritten notes, memos and letters sent by you
23. All information held by you and any of your other companies, including all of the above requests for each company.

We understand that the deadline for providing the requested information is a statutory 40 days, however due to current court action, associated possession orders that could result

in us losing our home imminently, and the registration of this case with the National Fraud Intelligence Bureau, the applicant requires to be in physical receipt of this information not later than 12 noon on 19th Of October 2017.

If you do not normally deal with these requests, please pass this letter to your Data Protection Officer. If you need advice on dealing with this request, the Information Commissioner's Office can assist you and can be contacted on 0303 123 1113 or at ico.org.uk

We enclose the maximum £10 statutory fee to access all the data that you hold about myself. In any case you have 40 days in which to comply with this request as under The Data Protection Act 1988 regulations.

If you are unable to comply with any of the above listed requests, you must inform us of such immediately and give your specific reasons why you can not comply.

Failure to comply with this request will result in a Non Compliance disclosure being made to the Information Commissioner's Office and a full report being made to both the NFIB and the FCA which could result in your department being included in any criminal legal action being brought against you.

Yours sincerely

Mr Paul Michaels

Mrs Charlotte Sarah Michaels
Low Newbiggin Estate
Aislaby
Whitby
North Yorkshire
YO21 1TQ
+44 (0) 1947 811 811
+44 (0) 774 779 3333

DSAR Unit
Lloyds Bank
Customer Service Recovery
Charlton Place, C57
Andover, SP10 1RE

5th October 2017.

**Re: Bank of Scotland Private Banking Overdraft Acct Roll Number D/46218986-10
Sort code 12-49-39 Account Number 01025494 Ref: 12502341**

Sent by recorded delivery.

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Yours sincerely

Mr Paul Michaels


Mrs Charlotte Sarah Michaels
Low Newbiggin Estate
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YO21 1TQ
+44 (0) 1947 811 811
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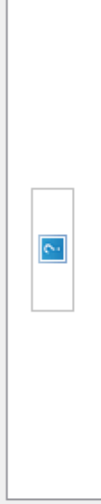


Delivered

Tracking no. **BH70 2647 627G B**

Your item with reference **BH702647627GB** was delivered from our **ANDOVER** Delivery Office on **09/10/17**.

Royal Mail Special Delivery Guaranteed 1pm™ 



Signed for by: **GRIFFITHS**

Delivered: **8:19am**

[Print](#)

Updated on:

Monday 09 October

08:19am

DELIVERED 09/10/17

ANDOVER PDO



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