

Fwd: URGENT MATTER Bos v Michaels 4PA41550

Low Newbiggin Estate <holidays@lownewbiggin.co.uk>

Mon 09/10/2017 20:40

To: STEVEBINCH@HOTMAIL.COM <STEVEBINCH@HOTMAIL.COM>;

Cc: holidays@lownewbiggin.co.uk <holidays@lownewbiggin.co.uk>;

 1 attachments (183 KB)

Screen Shot 2017-09-29 at 20.06.50.pdf;

Begin forwarded message:

From: Low Newbiggin Estate <holidays@lownewbiggin.co.uk>

Subject: Re: URGENT MATTER Bos v Michaels 4PA41550

Date: 6 October 2017 at 11:58:17 BST

To: scott.macpherson@justice.gov.uk, scott.macpherson@justice.gsi.gov.uk

Cc: Paul Michaels <paulcharlottem@gmail.com>, Low Newbiggin House <holidays@lownewbiggin.co.uk>

Please also See attached report to FCA which to date has received no response.

On 6 Oct 2017, at 11:49, Low Newbiggin Estate <holidays@lownewbiggin.co.uk> wrote:

For the Urgent Attention of Mr Scott McPherson Acting Director General, Justice and courts Policy Group at the Ministry of Justice

Dear Mr McPherson

Firstly I wish you well in your new role.

I write to advise and conform that in the above case heard by HHJ Mark Raeside at the Leeds combined court on the 3rd October 2017. For reasons which I will set out in our application for a stay and appeal, I declared a 'Tort Of Misfeasance' at the start of the hearing.

Our declaration was made as we have new information proving beyond all reasonable doubt that there was a serious breach of contract hence the court could not possible uphold the banks foreclosure on our mortgage under the terms of the mortgage as there is no mortgage contract. Specifically there was no consideration on our part that the bank operated managed profited from and concealed Special Purpose vehicles. (see Carmel Butlers internal memorandum) It was not mentioned in the contract and so the bank deceived us which our investigations and that of the COLP Action Fraud branch will now prove. They allegedly took our property as security for a loan note (promissory note) sold on the loan note and are now seeking to steel and profiteer from our home, business and pension plan of 16 years,

My understanding of the law was that my declaration of the 'TOM' effectively required that the HHR Judge Mark Raeside 'stand down' and t'his matter be adjourned or 'stayed' until it could be passed to another judge, or overseeing court.

It is alleged that as a holder of a public official fiduciary duty acting under oath, Judge Mark Raeside may have misused abused or wrongly applied power given to him by the public, to act as a juror of

our peers and ensure that this matter heard in HMCTS, is done so with justice and fairness without biasing or prejudicing either party.

I will summarise the case for you.

In 2007 we owned a £2.25m property a small salmon fishing and shooting estate known as Low Newbiggin Estate with £1.75m of equity, behind Giro bank commercial lending first charge of approx £500k. The property was funded by the proceeds of an established holiday let business. We were introduced to BOS as the people to grow our City of London business services and our Atlantic Salmon fishing business in Yorkshire and Canada. We further purchased a stone barn and some land in Liphook our future home once we sold LNB Estate. This gave the bank £4M of security and a gross income of £1m of business (£300k net) with which to service the debt. A few months later, when the BOS infant the whole global financial market plummeted, we received a demand notice for £1.2m from BOS, which due to falling property sale prices and a stagnant nervous market we could not meet. We agreed to work with the bank to manage the assets until the market improved or relaxed lending policies could re-evaluate our headroom and restructure the debt. The BOS registered Derogatory information with the CRA'a which led to a domino effect of us losing over time all our business income professional credibility, and more importantly the ability to service the BOS loans.

There is a huge question marks over the viability of this process which carries some urgency due to the consequences of losing our home should this matter be extended an immediate review, and remedy.

Under the data Protection Act 1998 it is our right and we do so request that the following information be provided.

1. HHJ Raeside's indemnity Bond number
2. The Leeds combined court Indemnity bond number
3. Bond Number of the Courtroom 15
4. Bond Number of the Clerk/s acting for HHJ Raeside
5. HHJ Raeside;s handwritten notes (wet ink) NOT Copies for both the trial on 7th and 8th March 2017and for the handing down of judgement hearing, dated the 3rd October 2017. in fact ALL notes pertaining to this case.
6. Further we request the handwritten notes of Recorder Walker for the pre trial hearing dated, 3rd March 2017 which was heard at the Leeds combined court.
7. A copy of the actual court room tape recordings from the above pre-hearing trial and for the handing down of judgement hearing.
8. Records and copies of any and all emails pertaining to this case.
9. Proof of when and by whom that the court fee for the original possession claim was paid
10. Confirmation (forms date/stamp of the approving officers) of the official handing over of this matter from the magistrates court in Middlesborough to Scarborough to Leeds combined court and then to the chancery division.
11. ANY and all other records that could or would've any influence or effect over this case.

For your records and consideration I have submitted a SAR request to the bank for all mortgages and properties and will be requesting a stay of ALL matters until these proceedings can be FULLY investigated.

I confirm the following documents are enclosed for your records.

- a. The confirmation Ref Number from the City of London Police National Fraud Intelligence Bureau
- b. Email to the FCA
- c. The defendants argument for the hearing dated 3rd October 2017.
- d, The resulting order of the judge
- e. Three SAR requests

My wife and I are confident that the Ministry of Justice, as the governing body of the UK justice system, whs fiduciary responsibility is to ensure fair justice is applied to the UKL judicial system, will give this matter the appropriate attention and respond accordingly.

It is our position that the HHJ Mark Raeside has ruled 'unlawfully' that on the 31st October 2017, we will lose our £2m home, pension and personal reward of our handset, hard diligent 25 years of labour. We have very real concerns about the jurisdiction of the court the judge to hear this matter as it did. This concern was compounded by the fact that we were advised that the original trial was not officially handed across to the Chancery division.

Please see our attached Subject Access Request letters to Lloyds DSAR dept, issued under Section 7 of the data Protection Act 1998.

We look forward to hearing from you.

Sincerely

Paul Michaels.
Low Newbiggin Estate
Aislaby
Whitby
North Yorkshire
YO21 1TQ
01947 811 811
0774 779 3333

<Summary of Michaels written submissens to handing down of judgement..pdf>
<Lloyds Subject Access Request BOS LNB Mortgage 5:10:17.pdf>
<Lloyds Subject Access Request TMB 5:10:17.pdf>
<Lloyds Subject Access Request BOS 5:10:17.pdf>
<BoS v Michaels Minute of Order amfinal 041017.docx>
<House of Commons - Treasury - Written Evidence.pdf>
<ARKLE MASTER ISSUER PLC SPV NOTES 6659x_-2007-6-1.pdf>
<UK Parliamentary report on HBOS "an accident waiting to happen".pdf>

Your email address:

holidays@lownewbiggin.co.uk

Your daytime telephone number: *

0774 779 3333

How did you find out about our unfair contract terms work? *

- A friend
- The firm you have concerns about
- Your financial adviser
- The Financial Ombudsman Service
- The Competition and Markets Authority
- Moneysavingexpert.com forum
- ConsumerActionGroup forum
- Motleyfool forum
- Google
- Yahoo
- Other search engine or internet forum (please give details)

Report an unfair contract term

First published: 18/04/2016 | Last updated: 26/09/2017



Financial firms must provide clear and fair contracts, and cannot enforce unfair terms. [Find out more.](#)

If you think that a contract term is unfair, use this form to report it to us.

Use our [unfair contract checklist](#) to find out if we can deal with it.

We can't resolve individual disputes you have with a firm. If you're unhappy with a financial product or service, there are ways to complain.

Start Your details Complete

Your name: *

Paul Michaels

Your address: *

Low Newbiggin Estate
Aislaby
Whitby
North Yorkshire
YO21 1TQ

Your email address:

holidays@lownewbiggin.co.uk

Your daytime telephone number: *

0774 779 3333

Please explain why you think the term(s) is unfair. *

No Consideration as the bank deceived us and so there has been a clear breach of contract.

Please explain how you or the person you represent have been affected by the term(s). *

Consequential judgements have been registered against the defendants that have harmed them and caused them the loss of their business of 18 years, These judgements go against the banks agreements and consent orders signed by the parties. Our losses can be particularised at circa £16.5m We are in real danger of losing everything that we have worked so hard forever the last 25 years. and we have a new young family to provide for however we vacant not get credit due to information wj=hicxh breaches amongst other things our human natural rights and data protection laws.

Please give details of any discussions you or the person you represent have had with the firm about this matter.

Too may communications to list
Lloyds Group Executive Complains
Antonio Osario
Graham Cooper
Louise Paterson Retail Legal
Claudia Chiatop
Linda Williams Collections
Robert Lockyer Wealth Offshore Jersey
Martin Watt Fife Edinburgh
Neil Robinson
Royal Bank of Canada
Stephen Banks
Ross Backman

If possible, please send us copies of correspondence.

Choose File no file selected

[More information](#)

- Mortgages
- Insurance
- Bank, building society or credit union accounts
- Life assurance
- Pensions
- Investments (including spread betting and contracts for difference)
- Consumer credit (including credit cards, payday loans, debt management, home-collected credit and pawnbroking)

What is the name of the firm? *

Lloyds Halifax Bank of Scotland

What is the title of the contract? *

Mortgage & Other

If possible, please send us a copy of the contract.

Choose File | Bos v Michaels Case re the Handing down of judgement 3_10_17.pdf

More information

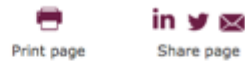
When did you or the person you represent enter into this contract?

Jan 2007

Please give details of the exact term(s) in the contract you believe is unfair. *

Report an unfair contract term

First published: 18/04/2016 | Last updated: 26/09/2017

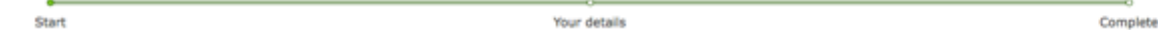


Financial firms must provide clear and fair contracts, and cannot enforce unfair terms. [Find out more.](#)

If you think that a contract term is unfair, use this form to report it to us.

Use our [unfair contract checklist](#) to find out if we can deal with it.

We can't resolve individual disputes you have with a firm. If you're unhappy with a financial product or service, there are ways to complain.



Are you *

- A consumer or the representative of a consumer
- Other...

Examples of acting as a consumer include taking out a credit card for personal use and taking out a mortgage for a residential property.

What type of financial product does the contract relate to? *

- Mortgages
- Insurance
- Bank, building society or credit union accounts
- Life assurance

Please give details of the exact term(s) in the contract you believe is unfair. *

BOS v Paul Michaels and Charlotte Sarah Michaels 4PA41550 This complaint relates to this and other subsequent loans that by BOS & the LBG.

The Bank of Scotland are trying to repossess our home and we have the final hearing (pending and pending any permitted appeal) next Tuesday 3rd October.

There was no consideration of the 'contract' on our part as we had no knowledge until after the hearing of the existence or involvement in SPV's such as Ankle Master Issuer PLC The bank of New York Mellon PLC and the legal obligation for the SPV as the trustee to register its ownership or interest with HM Land registry. This means that the bank was not 'open and fair' with our agreement, and so there has been a serious 'breach of contract'. Further our counsel demanded strict proof thereof that the bank did lend us ANY money and if so how much. The bank has never supplied any evidence of how it calculated the figures and yet the court did not allow us to question this fact or request that the bank does | need provide professional qualification of the sums involved. Since the court trial NEW EVIDENCE has come to our attention regarding the fact that Parliaments own common report entitled An accident waiting to happen proved that the bank was insolvent at the time that it alleged to loan us some c£3m. It was standard practice for the banks took of=ur properties and their £2.5m of equity, raised a loan note against them securitised those loan notes sold them multiple times, create financial problems for the borrowers, then foreclose on them using a court system created to protect the fractional banking to repossess properties land business and other assets at a fraction of their value through arms length parties, to be resold at a significant profit at a later date.

We have been in legal dispute and financial difficulties since becoming involved with the Bank of Scotland whom have registered seriously incorrect and financially damaging information about us with the Credit Reference Agencies.

We had pre hearing court appearance and two day trial at the Leeds Combined Court on the 7 and 8th March 2017. HHJ Raeside was given biased limited and wrong information about the case and passed the decision to award the Bank of Scotland approval for possession of our home and Judgement. The trial and his consequential decision is biased and prejudiced in the banks favour.

We have to attend court on the 3rd October 2017 for HHJ Raeside to formally hand down his judgement. We have put him on notice that if he passes the judgement he will be in contempt of court.

We have reported [this matter](#) to the City of London Police National Fraud Intelligence Bureau, who have taken a report and are investigating the matter. The CRN is NFR170902001711

We are to DEMAND a full audit of our account which is our lawful and human right. We DEMAND an immediate pause in the banks actions and immediate cessation of this case until you have investigated the matter.

Sincerely Paul Michaels For and on behalf pf Paul and Charlotte Michaels & Others..