

Fwd: Merry Christmas

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

Wed 13/12/2017 18:03

Begin forwarded message:

From: Low Newbiggin Estate <holidays@lownewbiggin.co.uk>
Subject: Merry Christmas
Date: 13 December 2017 at 16:48:54 GMT
To: "Louise (Retail Legal) Paterson" <LouisePaterson@lloydsbanking.com>

Dear Louise

During my recent unscheduled telephone conversation with Lindsey Caddy (a call from Eversheds Sutherland Mortgage enforcement was routed through to her, unannounced) she said that unless I wanted to make a proposal she couldn't help us.

The difficulty that Charlotte and I have with this, is that the mortgages have been discharged 'Non Assumpsit' and 'Ex-Gratia', by means of two separate promissory notes BOS/PMCSM/0042 value £1,342,749.07 & TMB/PMCSM/00043 value £605,520.77, both confirmed as received by you. Our subject Access Requests submitted to Lloyds BOS DSAR unit under the Data Protection Act (DPA) 1998 will prove whether the bank has sold on these promissory notes, whilst declaring them illegitimate and refusing to return them both and or provide us with a lawful reason for not accepting or returning them. I fear that Lindsey does not understand the legal implications under the 'Bills of Exchange Act 1882' which defines the banks actions as 'theft' of a financial instrument, and so it is now a criminal matter.

The non provision of information within 40 days, requested under a SAR, is declared by Information Commissioners Office, as a breach of the Data Protection Act 1998 and itself is classified as a criminal offence as it is considered as wilful concealment of our personal data and information that is required under an investigation into Fraud. These investigations now include the matter of the above said promissory notes.

In addition the deadline for the Judges notes requested to the Ministry of Justice's SAR department, has expired without receipt by us of the requested data and information including the Judges hand written notes illustrating how they made their judgements. The right of our access to judges hand written notes (wet ink), under the 'DPA' has been ruled upon by the Supreme Court. The fact that we have not received the requested information compounds the criminality of this matter.

To make a matter worse my investigators in America have brought to our attention that as well as our signatures, mortgages, loan and or promissory notes being sold and resold, it would appear that various insurances guarantees and UK government provisioned tax payers monies have repaid the very loans that the bank has sought the Court's authorisation to realise the security of. We were advised by Lloyds and BOS that PPI was not applied to any of our accounts. If we had received the correct information then this would have changed the dynamics of our case and we would have been protected from any bias or prejudice to the extent that the matter would have probably never reached the courts. Any repayment or realisation of security under unlawful terms coupled with multiple payouts of the mortgage in advance of any possession claim by the bank, is defined as deception concealment and so classified as Fraud and if proven will have been on a monumental scale that may open up the floodgates to hundreds of thousands of similar claims and charges against the bank.

We would reiterate that our actions and the ones of our advisors were never meant to achieve anything other than a levelling of the playing field and a correction of a corrupt process which was instigated by the Bank of Scotland and its legal advisors.

That said it would appear that our attempt to honour our part of the bargain, and keep silent on the writing off of the £1.25m overdraft has, in Andrew Baines own words, "Hurt us". Who would have thought that a bank could or would ever ask us to sign a Consent Order for a £350k settlement figure, stipulate a zero specified time limit for repayment, and then allow a £1m judgement to be registered against us which prevented us from ever meeting any financial obligations including any legitimate one to the bank. The bank then refused to accept knowledge or responsibility for removing the £1m judgement or even correcting our CRA file. Even worse who'd have ever thought that your lawyers would have a conversation on how the deal would go and at what point both parties would see this file closed.

It is clear that there have been severe breaches of contract which make it difficult for us to trust either Lloyds or BOS to honour any agreement that we may reach and so I am wondering how we can move forward from here.

So that there may be no doubt, any dialogue should not centre around any alleged mortgage with Lloyds BOS or TMB. These are finished and done and the charges should be removed from the Land Registry Titles, that is if they have not already been.

As the mortgage agreements and or contracts were breached, we will expect a full refund for all payments made under false declarations by the bank. This includes monthly amounts, interest and capital payments, and lump sums. Any costs or payments classed as outstanding should also be credited to our bank account.

Only once this has been done will we agree to reopen discussions on how we can work together, to close the file and drop all pending claims against the bank, which relate to these and alleged Canadian loans.

We would like a confirmation that the mortgages have been 'settled in full' or a legal and or lawful reason for not accepting this. Further we need to have a realistic discussion regarding other damages and losses born out of the bank's actions and the forced selling of our Canadian properties and businesses at a huge loss along with the forced sale of Low Newbiggin Estate at a value £850k lower than its value 11 years ago.

The ball is now firmly in the banks 'court' to produce or instigate proposals and or discussion document regarding how to address the amount outstanding and owed to us. However to open 'batting' might we suggest that we move on from our UK properties and focus on the Canadian ones. After all both Lloyds and Underwoods confirmed that these offered the best opportunity for them to receive any funds. A percentage of any rescue package and or profits could be tabled, and it would save us the lengthy and costly process of extending criminal charges brought against Lloyds and BOS in the UK and Jersey, across the Pond to The Royal Bank of Canada and Others.

Only a fair and reasonable proposal, will influence our current investigations and evidence in support of our pending application to the criminal courts.

We confirm that we still represent ourselves. The Bank brought this action, and we do not agree to communicate through any lawyer. Neither do we agree to the bank recharging any legal fees via a mortgage agreement that has voided by the banks own actions.

We do hope the bank can see the merit in recognising our compliance, and find a way to justify the above path as the only real solution to ensuring closure on this matter.

We look forward to hearing from you.

Regards
Paul