



In the High Court of Justice

Chancery Division

Leeds District Registry

HHJ Mark Raeside QC Sitting as a Deputy High Court Judge

Claim No. 4PA41550

New Case No. D30LS589

Date: 26<sup>th</sup> October 2017

B e t w e e n :

Bank of Scotland

Claimant

And

(1) Paul Michaels

(2) Charlotte Sarah Michaels

Defendants

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Affidavit of Paul Michaels No.6  
Chronological Order of Events

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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 24<sup>th</sup> October 1966, age 51 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 (Annexures 2 & 3); and

2. I am the husband of Mrs Charlotte Michaels to whom I am legally married for 13 years, since 23<sup>rd</sup> 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 (Annexures 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, a small shooting and Atlantic salmon fishing estate in the North York Moors National Park, near Whitby North Yorkshire United Kingdom. This property, which is the subject matter in this case, has been our principle home for 16 years since 29th 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. In 2007 the Defendants had £500k with Girobank Commercial lending (A&L) on their principle home, and 2 holiday cottages, since June 2001. In January 2007 Paul & Charlotte Michaels' Credit file and Credit with Alliance and Leicester, HSBC, Girobank, MBNA, Barclaycard, IS Flawless. Their Experian Credit score is 998 out of a possible 1000; and
  
7. In December 2006, the Defendants were introduced to BOS by Neil Walker of Savills Private Finance in Cambridge (Annexure 31) who encouraged to borrow against their home to assist them to expand their City of London business and their salmon fishing business in Yorkshire by acquiring building and operating for sale or profit, a similar business in New Brunswick, Canada; and

8. **January 2007** BOS extended £1.092m Mortgage on Low Newbiggin House (LNB) to the Defendants, secured and de-risked with their impeccable credit history. LNB property was valued by Savills and Jacksons Stops and Staff at c£2-£2.5m (Annexure 32). The Defendants used the £1.092m facility to repay Girobank Commercial lending their c£500k loan. The balance was used to acquire and operate for profit, numerous Atlantic salmon fishing rights, land and properties in New Brunswick Canada. Serviceability derived from salaries and dividends from their established communications business Corporate Communications 'CC' in London, their established Self catering holiday cottage business in Yorkshire and other properties which were to be acquired and developed with the balance of the funds; and
  
9. In or around March 2007 Charlotte Michaels spotted a Stone Barn for sale in Liphook, Hampshire, that she wanted to buy, renovate and set up as the Defendant's future home and base for a new life closer to her aging parents. The Defendants made the decision to try and Sell LNB Estate and buy the barn. They were encouraged to approach the Bank of Scotland for a bridging loan by their chairman of their London business Mr Nicholas Bonham (Bonham auctions) however had no true belief that they would be able to borrow the additional £1.2m funds required until LNB Estate sold. They gave the bank their business plans and cashflow forecasts along with 6 years of trading accounts for their City of London business, Yorkshire holiday cottage business and business plans and projected revenues for their new Canadian business. SPF were used as their independent Financial Advisors, and BOS advanced the Defendants £2.3m in two parts: £1m+£92k first charge mortgage with BOS dated Jan 2007 and a £1.2m overdraft with the Halifax Bank of Scotland dated April 2007; and
  
10. **Spring 2007** Start of marketing of LNB through Andrew Black of Savills York office. No Sale concluded; and
  
11. **Spring/Summer 2007** The Defendants used all monies for their intended and quoted purpose, and bought and developed additional prime investment properties in New Brunswick Canada & Hampshire UK; and

12. It is relevant to say that Philip Reid of Orange Corporate finance, a friend of Nick Bonham's, did try to broker the purchase of 40% stake in the Defendant's City of London Business for one of his equity funding contacts - Mavinwood PLC. That deal didn't happen; and
13. MITIE business services were in the background (as were others such as Hayes DX, DHL) watching CC grow, and causing them a few issues. The Defendants met with Roger Goodman one of the founder members of MITIE . They wanted to take out or merge with any competition in London. Interesting that Goodman was a Co founding partner of MITIE Business Services along with Nick Bonham's old chums and family's friends, the Tellings; and
14. The Defendants gave BOS £1.5m of equity (their home worth c£2.25m) as security for £2.3m of debt. £1.1m first charge and on demand £1.2m overdraft; and
15. The Defendants bought a further £2.5m of assets, Land fishing and old lodges in Canada, and a stone barn with 8 acres in Hampshire. The total new Gross asset was worth £4.5m; and
16. BOS over extended the Defendants in the knowledge of an imminent 'crash'; and
17. The financial crash came in June 2007 with Northern Rock's announcement (the Defendants had no knowledge and they didn't cause it); and
18. The BOS appeared to want to stick with the Defendants, but registered derogatory information on their CRA files, which slowly but surely over a number of years shut them down and strangled their businesses, incomes, and serviceability of loans; and
19. **October 2007** Immediately thereafter the BOS demanded the repayment of the £1.25m overdraft. The Defendants failed to repay the debt. They fought that claim personally for 4 years. BOS called in the loan with the knowledge that LNB property was being devalued (The property valuers were given direct orders by the banks and lenders to quote 30% reduction in 'actual' values) now at £1.4m effectively meaning that the property was underwater in terms of Loan To Value. The overdraft was

extended for a further 6 months. The Bank insisted that under the terms of the loan the property remained on the market (Annexure 33), resulting in a continuation of the devaluation of the property over the 7 years due to perception that there must be something wrong with the property for it not to have sold; and

20. **October 2008** BOS registered information on the credit file without reference to their part in the process; and
21. **2008** BOS's own share value was depleted substantially by the crash that resulted following their lending practices. Yet they made no provision in the early stages for their part in the devaluing of our assets; and
22. **2008** The government stated that no one should lose their property or business as a result in reduction in asset value; and
23. **2008** The government bailed out the bank with tax payers money; and
24. **2008** The bank did not bail out the Defendants or offer any advice on how they could rectify the problem; and
25. **2008** The bank agreed to give the Defendants time, but no additional line of credit or real wriggle room; and
26. **Autumn 2008** the BOS is alleged to have registered Derogatory information about the status of the £1.2m overdraft. This caused HSBC to call in their commercial overdraft for Corporate Communications Worldwide Express Limited. That company then had no choice but to cease trading or shrink in size. The Defendants chose to do the latter in order to protect their repayment obligations to the Bank and preserve their properties; and
27. **2008/2009** LNB marketed for sale through Edward Stoye of Carter Jonas. Mark Tindall approached Carter Jonas but advised property 'under offer'. No sale concluded; and

28. **2009/2010** LNB Marketed for sale through Cundalls of Malton. There were 2 very successful open days which generated much interest from between £1.5 and £1.95m. Mark Tindall confirmed in writing his offer of £1.95m, but could not proceed with the purchase as he was constrained by a clause in the sale of his business preventing him from moving to Yorkshire for a defined period of time. Lloyds were party to an omnibus agreement that formed part of the finance structure for the sale of shares in his business. A second buyer at £1.75m was refused by BOS. Cundalls advised the Defendants that Lord Normanby demanded to know who the buyer for LNB was. We are advised by Tom Watson of Cundalls that Lord Normanby was told to mind his own business, as that was private client information; and
29. **2010** Andrew Turner, Mulgrave Castle and Lord Normanby's (alleged big Canadian land and property owner and so wealth client of RBC) sale agent of Smiths Gore, was approached to Market LNB. Mr Turner procrastinated on the launch of the marketing literature. He did suggest that whilst he would list the property at a low price of circa £1.25m they would expect to get up to double that amount. When the Defendants questioned this and further discussed what was the cause in the delay in marketing which could affect the banks opinion of the Defendants effort to sell LNB, Mr Turner withdrew the property from his books. No marketing or sale was concluded through Smiths Gore. Andrew Turner was much later called upon to do a valuation for Lloyds BOS; and
30. **Sep 2011** LNB Marketed for Sale through Hampton's International. Auctioned in Millennium Hotel, London. The Defendants received a firm written offer of £1.25m from Euromining Doncaster. Auctioneer did not mention bid, or conduct process in a professional manor and withdrew the property from the sale as no bids; and
31. **July 2011** BOS agreed to a settlement figure on the £1.2m of £330k which would be paid within one year. The interest payments on the £330k would be payable monthly for the twelve (12) month period, and would reduce the amount owing each month by an amount equal to the interest payment. The Defendants paid the 12 months of payments but the non sale of LNB resulted in them having no funds to repay the balance at the end of the twelve month period; and

32. **In 2011** the Defendant's BOS bank file, was mysteriously transferred from collections in Fife Scotland under control of Martin Watt, to Robert Lockyer in Wealth Management in Lloyds Offshore Jersey. In a conversation with Watt, he told the Defendants "something very good is going to happen to you." With four separate legal claims by the banks over the past ten years, The Defendants have no knowledge, no evidence, and no hope that anything other than the total reclamation of their properties and result of hard labour is on the cards for them; and
33. Also **in 2011** six years after starting to invest in New Brunswick Canada, the Defendants finished a five star development of an Atlantic salmon fishing Lodge business with a development loan from Royal Bank of Canada, and guaranteed by the Canadian Government (with knowledge and ok from BOS, however they had no knowledge of any commercial ties between the two banks). At every stage they followed their business plan (the plan given to BOS to secure the debt in the UK to the letter) achieving what they set out to do. After starting commencement of works in **September 2011** and undertaking construction in temperatures of as low as -28 degrees C, and 6 feet of snow at times, and sometimes project managing the build from 3000 miles away, the Defendants opened a World Class salmon fishing lodge in **May 2012**; and
34. Once construction was finished, and operational, their Canadian assets were commercially valued by Ed Belak of Global Sporting Advisors at £3m; and
35. However, the Defendants had a bonafide sale and had a letter of intent for sale at £10m from a very wealthy family in Switzerland that mined minerals in South America. They were introduced to the Defendants by the Royal Bank of Canada's wealth division in London; and
36. In **July 2012** just six weeks after opening, the Atlantic Canada salmon rivers were hit by a major drought a [force majeure] and the Canadian Federal government closed down the Miramichi River to protect the salmon. This caused the Defendants a short term cash flow issue, which forward bookings and enquiries seem to indicate would not be a problem in the longer term; and



37. In **October 2012** Charlotte Michaels fell pregnant. This coincided with a change in financial circumstances, a worsening trading and profits/dividend position at CC. due to HSBC withdrawing their £60k overdraft due to derogatory information registered with the CRA's. Sales Revenue at CC dropped from circa £650k per year to £200k per year. The Defendants sought a bridging overdraft facility from their commercial lenders which was provided only on short term basis and 'capped' due to the note on their credit file. The loan was underwritten on the basis it would be repaid upon the sale of LNB and or the Defendant's Canadian properties. The lenders looked at refinancing or additional lending for the Defendants on a secured basis but could not progress due to the notes on the CRA file records; and
38. RBC pulled the plug in **October 2012** and put their bank account into Special Care Unit in Halifax under the watch and control of Ross Backman. RBC sold the lodge for c£250k privately through Ernst and Young in **November 2013**. The Defendants always felt the BOS were involved in that process due to the LNB Estate in the UK being offered as security. The Defendants challenged the sale of the Canadian Lodge and business through the New Brunswick law courts, but failed in their efforts. (Chris Willison's name of Michelmores London based in Halifax Nova Scotia, has been mentioned to the Defendants in private); and
39. **2012** The Defendants find themselves in a difficult no win situation where they can see rough seas ahead and advise BOS that they need assistance or the serviceability will be an issue. BOS refuse to engage explaining that they cannot lend any more money at this time. At that point there was headroom in the Defendants properties; and
40. In **2012** Robert Lockyer wrote to the Defendants effectively instructing them to simplify their lives and good things would happen (Annexure 34). However in the absence of any satisfactory 'good or tangible news' the Defendants have had no choice but to continue to protect their financial assets and position; and
41. The Defendants fought the claim against Lloyds/BOS. In **October 2012**, with all the pressure, Charlotte Michaels nearly had a nervous breakdown, so the bank agreed to their demand to bring a cessation to the claim and wrote up a 'hands down' agreement. In October the Defendants agreed to a settlement with no time frame for repayment, if

the bank agreed to rectify their credit file and brought no further court action. The bank's own lawyers Paul Twomey of Underwood and Co. drew up, advised the Defendants and executed the hands down agreement. One of the Defendant's terms which was to form part of the agreement was that the bank promised not to register any Judgment, but to instead register a notice of settlement and fix the credit file thus allowing the Defendants to "move on" with their lives. This element of the written agreement was omitted from the document with a statement "sign or go to court!" They can't manipulate credit files. Under extreme duress and coercion the Defendants felt that they had no choice. They did however complain to the ombudsman and Robert Lockyer called Paul Michaels and had a telephone discussion about a kicking that he just had from executive complaints from someone that had just had £1.25m written off. The 1st Defendant explained his case and said that it was not a complaint about him as such but about another department that was taking action and The Defendants believe had registered Judgement of £1m, despite the bank writing off the loan in its entirety with a promise to pay a max £350k out of any future proceeds from a sale of the Canadian Properties. The Defendants also agreed to pay a max of £250k from the sale of LNB Estate. The bank however agreed not to interfere with the sale of LNB estate unfairly if there was to be no proceeds from the LNB sale after the 1st charge had been cleared; and

42. In **November 2012** the 'hands down' deal was usurped by HBOS (very relevant). Immediately that the contract was signed by the Defendants in London, the new lodge in Canada was sold for at least a tenth but potentially 3% of its commercial value, **and legal proceedings were issued against the Defendants at their home in Whitby (the security)**; and

43. **Summer 2013** The Defendants declared that they would not be able to pay back any monies at this time but if the bank would agree to a hands down and did not foreclose on them then they would continue to work to uplift the value of the properties in the UK to increase their headroom and so lower the exposure to further risk; and

44. **Autumn 2013** The Defendants discussed at length with Robert Lockyer (BOS) and Paul Twomey (Underwoods) an agreement where BOS would agree to an indefinite hands down agreement in return for our 'co-operation' and agreement to repay BOS in

the future as and when finances allowed to a ceiling of £600k. The Defendants specifically discussed the agreement's impact on TMB mortgage of their Hampshire property and BOS's 1st Charge attached to LNB, and was comfortable that the agreement would be for the LLOYDS/BOS group; and

45. **October 2013** As the LNB property had not sold at any price the Defendants were relying on the sale of shares of their properties and or business in Canada to repay BOS any moneys. The Royal Bank of Canada sold the lodge on the 31st October 2013 – **the same day** that BOS executed the hands down agreement for LNB. The Royal Bank of Canada's actions prevented the Defendants from repatriating any funds to the UK and BOS; and
46. In **January 2014**, there was an agreement between the Defendants and BOS to keep the lines of communication open which would keep this matter out of litigation; and
47. **January 2014** The Defendants were shocked to receive the notice that BOS had transferred their file to the legal department and were applying for a possession order through the courts, especially for such a small amount of arrears given their commitment to the bank, hard work, and the increased equity that their diversified property portfolio had created over the previous 7 years; and
48. **2014-2017** LNB Estate has remained on the market with Cundalls of Malton. Additional marketing to the London and international market through Winkworths in London & China; and
49. A recent search on the Land Registry has pulled up 2 issues that would scare off any buyer when their legal representative did a search the search

(i) There is a note on the file stating that the Charge holder must provide written authority to a sale as they may be responsible for additional funds.

(ii) A Money Laundering check should be done on this individual.

This is why the property has not sold despite last 10 years of marketing by the Defendants; and

50. BOS breached their agreement and issued a possession claim which was registered in Middlesborough court; and
51. No fee was paid by the bank or their lawyers. The case was transferred to Scarborough, again no fee was paid; and
52. The case then went to trial in **March 2017** in Leeds; and
53. At the start of the trial the case was transferred to Chancery division, due to its complex nature "this is no ordinary or straight forward possession claim"; and
54. Although BOS (not HBOS) issued the claim they seemed very reluctant to go to court. Over a three year period the bank, via Michelmores, asked the Defendants to agree to Stays in order to allow the Property to sell. The Property didn't sell, because the bank noticed registers that threw up red flags with buyer's solicitors. Further they interfered and it did not allow the property to sell at any price over the past ten years; and
55. Due to handover of lawyers at Michelmores and the fact that the bank's apparent reluctance to go to court coupled with their suggestions of numerous stays, some Defendants evidence was submitted late in the order of things. This information proves beyond all reasonable doubt, these facts. In **January 2017** the Defendants wrote to Michelmores demanding that they send the letters to the court immediately. Between Michelmores, Eversheds (The bank's lawyers) and the court administration system, the Defendant evidence claims files and submissions were delayed, until a week before the trial; and
56. At a pre-trial hearing on the **3<sup>rd</sup> March 2017** Recorder Walker disallowed our damning and compelling evidence of foul play by Lloyds BOS; and
57. The trial on **8<sup>th</sup> & 9<sup>th</sup> March 2017** heard by HHJ Raeside was a 'slam dunk'. Body language. Prejudiced. Biased. Unforgiving. Intolerant. Illegal. Criminal. Unjust. All words to describe the case. The judge summed up his case that this was a straightforward repression under the terms of the mortgage signed by the defendants.

Justified by more than two payments being missed. In any case the bank could repossess the property “before the ink is dry” once a charge or title had been registered with Land Registry. Not very forgiving language amongst an already stressful process; and

58. It appears that the Bank duped the Defendants, in an endeavour to allow statute timings to justify their lack of documents and records; and

59. The Defendants have been warned by others that the Judge and the court system will protect the banks at all costs. The Defendants put faith in the Court of Appeal to substantiate their evidence submitted as facts to overthrow HHJ Raeside’s rulings and re-examine this case; and

60. The critical thing at this stage is to ascertain whether the Defendants can rely on this case, for the purposes of which:

(a). We know the witness to our signatures on the deed well. This is very important, as they must be deemed 'independent' at law, so no family or friends can witness the signature. We were not aware or advised of this fact at the time. Susan Niciri is known to us, she is a very good friend and work colleague of some 20 years.

(b). It is also just as important that the signatures were witnessed properly; my wife and I can swear that to the very best of our knowledge the deed was signed without the witness being present, and the witnesses will be willing to attest to these facts in a witness statement

(c) In order to make an assessment we have provided you with all pages of the purported mortgage contract. We do verily believe that the bank has breached s2 of the 1989 Act. (Appendexure)

(d) The mortgage deed, upon which the validity of the claim is entirely reliant, was not properly made and delivered as a deed, on the basis that the witness was not present at the moment of execution / the date was added at a

subsequent time, in breach of section 1 of the Law of Property (Miscellaneous Provisions) Act 1989, which renders the instrument void at law under section 52(1) of the Law of Property Act 1925, as per *Bank of Scotland plc v Waugh & Others* [2015]. The appellant is therefore entitled to a declaration to that effect and for the void charge to be canceled by the Chief Land Registrar, as a mistake in the Charges Register; and

61. There is no evidence that the Claimant has paid the mandatory fee to file the claim, so it must be struck out in any event, on the ground that the county court did not have the legal right to process the claim without a fee being paid; which renders the proceedings 'void ab initio', since the filing of an illegal claim comprises a fundamental defect in due process of law. The appellate court therefore has the inherent jurisdiction and the legal obligation to set aside these proceedings, as per Upjohn LJ in *Re Pritchard (deceased)* [1963] 1 Ch 502 and Lord Denning in *Firman v Ellis* [1978] 3 WLR1; and
62. The respondent was and remains estopped from bringing the claim for possession, on the ground that the bank is legally bound by the terms of a Hands-Down Agreement, upon which the appellant relies, on the basis that the bank agreed in signed writing that it would not issue such proceedings; and
63. It has also very recently come to the attention of the appellant that the UK Parliament's Investigatory Committee on Banking Practices found in its published findings, 'An Accident Waiting To Happen', that the respondent was insolvent at the time it purports to have loaned money to the appellant, who is naturally entitled to an order for disclosure of the bank's mortgage book under the Banker's Books Evidence Act, in order to ascertain whether the respondent is fraudulently claiming to have lent money it did not have in its possession; and
64. Further evidence of serious deception, concealment and fraud is evidenced by the governments' own internal memorandum by Carmel Butler – Consumer and Taxpayer - John Mcfall [105] ; and

65. A stay of the order appealed is requested, until such time that the outcome of this appeal application and further evidence from the SAR requests and or The National Fraud Intelligence Bureau, is known; and
- (a) an Order for Lloyds Bank of Scotland, The Mortgage Business or their agents. be enjoined from selling, transferring, disposing or otherwise dealing with the property known as Low Newbiggin House (South) and listed under the Land Registry titles NYK256562; and
  - (b) Property Known as Bohunt Manor Barn listed under Land registry title SH20538; and
  - (c) or any personal of commercial belongings in situ at (the "Properties") until further Order of this Court;
  - (d) an Order that Royal Bank of Canada or Ernst & Young Inc. deliver a copy of the full details of its knowledge and involvement in the securing of any development finance provided by The Royal Bank of Canada to the 'Michaels and Blissfield Sporting Campos Limited' Further a copy Agreement of Purchase and Sale for the sale of the Property known as The Old River Lodge, Blissfield New Brunswick, to the Applicants within 7 days;
  - (e) Upon receipt of a copy of the aforementioned requested information, which proves that Lloyds Bank of Scotland sold or securitised the Defendant's mortgage, an order from the court dismissing the bank from this process.
  - (f) an order from the court directing the Lloyds Bank of Scotland re-engage in discussions with the Defendants and Blissfields to allow them to resume normal operations at Corporate Communications WWX Ltd, and at Low Newbiggin Estate until this matter is resolved or Low Newbiggin is sold for the benefit of the Defendants regaining their original financial standing.
  - (g) In the event that a stay pending further investigations is not granted, an order from the Court as to the use or proceeds of the sale of the Properties during the period of marketing of the sale of the property, considering the substantial investment by the Applicants and their creditors; and

(h) In the event that investigations prove the bank has misrepresented the facts and that it has acted fraudulently that this matter is passed to the criminal courts.

(i) any other relief as the honourable court deems just and necessary in the circumstances.

66. 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:

26 October 2017

Certificate witness:

V. Rev. Monsignor Canon Murtagh  
M. A. STL

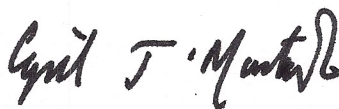
Sworn at:

R C Presbytery Liphook, Hampshire, GU30 7PT

In the country of:

United Kingdom

Before me :





In the High Court of Justice

Chancery Division

Leeds District Registry

HHJ Mark Raeside QC sitting as a Deputy High Court Judge

Claim No. 4PA41550

New Case No. D30LS589

Date: 26<sup>th</sup> October 2017

B e t w e e n :

Bank of Scotland Plc

Claimant

And

(1) Paul Michaels

(2) Charlotte Sarah Michaels

Defendants

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Affidavit of Charlotte Michaels No. 6

Chronological Order of Events

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I, Charlotte 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 27<sup>th</sup> August 1976, age 41 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; and
2. I have read my husband's (Paul Michaels) Affidavit entitled Chronological Order of Events, dated 26<sup>th</sup> October 2017, and agree with all that he says in that Affidavit; and

3. 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: *C. Michaels*

Witness my signature on: *26 October 2017*

Certificate witness: V. Rev. Monsignor Canon Murtagh  
M. A. STL

Sworn at: R C Presbytery Liphook, Hampshire, GU30 7PT

In the country of: United Kingdom

Before me : *Cyril J. Muntz*