



**IN THE HIGH COURT OF JUSTICE  
KING'S BENCH DIVISION**

Neutral Citation Number: [2023] EWHC 1361 (KB)

**Date of Judgment : 07.06.23**

**Before :**

**MASTER THORNETT**

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**Between :**

IN THE HIGH COURT OF JUSTICE  
KING'S BENCH DIVISION  
BETWEEN:

Claim No. QB-2022-002975

GLORIA LEWIS

Claimant

and

“THE WEST BROM”

Defendant

**The Claimant** did not appear

**Mr Danial Wand** (instructed by Brightstone Law) for the **Defendant**

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IN THE HIGH COURT OF JUSTICE  
KING'S BENCH DIVISION  
BETWEEN:

Claim No. QB-2022-003001

JENNIFER SPELLEN

Claimant

and

“SANTANDER”

Defendant

**The Claimant** did not appear

**Miss Imogen Dodds** (instructed by TLT LLP) for the **Defendant**

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IN THE HIGH COURT OF JUSTICE  
KING'S BENCH DIVISION  
BETWEEN:

Claim No. KB-2022-003213

NICOLE LAWERENCE

Claimant

and

LENDINVEST BTL LTD

Defendant

**The Claimant** did not appear

**Mr Andrew Morrell** (instructed by Brightstone Law) for the **Defendant**

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IN THE HIGH COURT OF JUSTICE  
KING'S BENCH DIVISION  
BETWEEN:

Claim No. KB-2022-003436

DAWN ANTOINE

Claimant

and

OAKWOOD HOMELOANS LTD

Defendant

**The Claimant** did not appear

**Mr Joshua Cullen** (instructed by Drysdens Fairfax) for the **Defendant**

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IN THE HIGH COURT OF JUSTICE  
KING'S BENCH DIVISION  
BETWEEN:

Claim No. KB-2022-003554

DAWN ANTOINE

Claimant

and

OAKWOOD HOMELOANS LTD

Defendant

**The Claimant** did not appear

**Mr Joshua Cullen** (instructed by Drysdens Fairfax) for the **Defendant**

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IN THE HIGH COURT OF JUSTICE  
KING'S BENCH DIVISION  
BETWEEN:

Claim No. KB-2022-003565

CHARMAINE JORSLING

Claimant

and

ACCORD MORTGAGES LTD

Defendant

**The Claimant** did not appear

**Mr Charles Sinclair** (instructed by Ascent Legal) for the **Defendant**

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IN THE HIGH COURT OF JUSTICE  
KING'S BENCH DIVISION  
BETWEEN:

Claim No. KB-2022-003720

EWAN PERCIVAL

Claimant

and

“SANTANDER”

Defendant

**The Claimant** did not appear

**The Defendant** did not appear

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**Hearing date: 21 April 2023**

## **JUDGMENT**

1. All of these cases were struck out at a hearing on 21 April 2023 in open court. I gave reasons for doing so at the hearing but, owing to the curious similarity of all of the claims, despite them having been issued by seemingly entirely unconnected claimants and hence my satisfaction that there must be an unidentified guiding hand or hands behind them, I said I would hand down a written judgment. I also felt obliged to take the time to do this because several of the represented defendants illustrated how the Part 8 Claims issued against them were being used to delay or thwart County Court mortgage possession claims they had brought against their claimants (i.e. as defendants).
2. In the case of KB-2022-003565 *Jorsling v Accord Mortgages*, the decision was in response to the Defendant's Application dated 12 January 2023 to strike out that claim. The other cases had instead each been subject to a stay, imposed by the court of its own motion owing to the irregular nature of the claims, but as restored and listed for a hearing at which, it was at least hoped, each Claimant might attend and better explain their claims; both in terms of their cause(s) of action in principle but also the precise factual backdrop apparently justifying a claim so similar to many others.
3. The provision for the court to strike out a claim, either on Application or of its own motion, are well known. CPR 3.4 provides:
  - (1) In this rule and rule 3.5, reference to a statement of case includes reference to part of a statement of case.
  - (2) The court may strike out(GL) a statement of case if it appears to the court –
    - (a) that the statement of case discloses no reasonable grounds for bringing or defending the claim;
    - (b) that the statement of case is an abuse of the court's process or is otherwise likely to obstruct the just disposal of the proceedings;
4. I make quite clear at the outset that the plainly legally erroneous nature of all of these claims is such that the time and resources spent considering each, arranging a combined attended hearing on 21 April 2023 through to this reserved judgment would not normally be justified. Taken in isolation, each claim would justify summary disposal without a hearing, and still less the time and expense of attendance of each defendant.

However, on both evidence produced by some defendants and by way of reasonable cumulative inference, it would seem that the underlying purpose of the claims is (or

has been) to undermine and confuse County Court possession proceedings in which the claimants have been involved. Before listing the hearing, for example, I had been informed by staff here in the High Court that at least one County Court had telephoned them to explain that a claimant in possession proceedings was proposing to rely upon (but not in a manner as clearly presented or explained) the relevance of High Court proceedings in their forthcoming possession proceedings. That County Court had felt obliged to ask about the procedural status and progress of the High Court proceedings being referred to. It occurred to me, if reluctantly, that the need for a public hearing on 21 April 2023 and a handed down judgment was necessary both to co-ordinate submissions in the respective cases and avoid misunderstanding elsewhere as to the received status of the cases here in the High Court.

Of course, any one of these claims if produced in possession proceedings in the County Court would be unlikely to secure the effect desired. There is nothing plausible about them. The difficulty created is the apparently deliberate inception of a set of proceedings in the High Court being used by reference but not production in the County Court, thereby causing delay and a need for explanation. If that is the intended strategy, then it seems to me abusive.

5. The cases in this judgment represent a selection of many more as have been issued in the High Court and as share the same characteristics. All are listed in a Schedule that follows this judgment.
6. The case of *Spellen v Santander* QB-2022-003001 can usefully be taken as a representative example of the pleading style of all the cases, as well as a clear record of the way in which such a claim has been used to thwart and delay the progress of a County Court possession claim. There is little to be derived from a like analysis of the documentation in the other cases because, as I have already expressed, they all seem clearly to have been drafted by the same person or persons. Put another way, it is beyond any conceivable possibility that all of them coincidentally have been independently drafted yet share the same legal and factual oddities.
7. Ms Spellen is the registered proprietor of 7 Nonsuch Close IG8 2RZ and 71 Wadeville Avenue RM6 6EX. The Defendant Bank has a registered charge over each of the properties, securing loans made to the Claimant. The Claimant had defaulted on each mortgage. The Bank accordingly obtained an order for possession of 71 Wadeville on 24 August 2022 in the County Court at Romford under claim number JPP6463. The Claimant did not attend that hearing. An eviction was listed for 7 March 2023. The Claimant applied to set aside the eviction, which was dismissed as entirely without merit. A new eviction was listed for 5 April 2023.

The Defendant Bank obtained an order for possession of 7 Nonsuch Close on 23 February 2022 again in the County Court at Romford, and possession was obtained on 10 January 2023. On or around 16 January 2023, the Claimant broke back into that property to resume occupation.

#### 8. *The Claim Form*

By way of a Part 8 Claim Form issued on 14 September 2022 and supported by a paid fee of £569, a list of numbered assertions appears. In respect of the Claimant's

mortgaged property, the Claimant “believes instruments were tendered in Good Faith and accepted by the Defendants for the Settlement and disposal of accounts”. Notice and Affidavits are said to have been served on the Defendant(s) which “have not been rebutted by the Defendants”. Accordingly, the “Claimant believes that due process of law has been followed and believe that the Defendants are now in default”. Further, “Claimant believes that an unrebutted Affidavit is judgment in commerce and can see no reason why the Defendants should not be compelled to perform on this contract, am I wrong?”. Further, “Claimant believes that any debt relating to the above properties has been settled in full as evidenced by the annexed instruments, am I wrong”.

Similar such assertions and rhetorical questions appear, ending with the following procedurally curious invitations to the court:

“Does the Court see any reason why this claim should not be sealed on sight, as the Defendants have agreed in Absolute, to all the terms in the Original Affidavits and Addendums, am I wrong?

Does the Court see any reason why they should not Compel the Defendants to specific performance of dispersal of funds due to the Claimant?

Does the Court see any reason why the Defendants accounts should not be levied should the (sic) fail to perform?”

9. It will be readily apparent to anyone with even basic legal training that nonexistent – or at least considerably adapted - legal terminology has been strung together to maintain a submission (interpreting the material as favourably as one can) that a state of factual affairs has somehow arisen whereby the Claimant has been released from her mortgage and conversely the Defendant is now obliged to pay monies to the Claimant.
10. Counsel for the Defendants as appeared at the hearing on 21 April 2023 each had their own chosen descriptors for the submissions featured in their respective Part 8 Claim Forms. Some were more colourful than others but, suffice it to say, all shared the same view that the claims were incoherent and untenable, disclosing no recognizable cause of action or grounds for each claim having been brought. There was no intelligible basis for denying that each defendant had been entitled to realise and enforce their securities and accordingly the reliance upon Part 8 Claim Forms issued in the High Court served only to confuse and delay.
11. I entirely agreed and accepted all of those submissions during the hearing and I still do.
12. To return to the example case. Despite being founded on legalistic whimsy, on 3 April 2023 the Claimant presented a without-notice Application in the High Court for an injunction suggesting that the Defendant was wrongfully attempting to execute an eviction in the County Court, such as represented an attempt to “circumnavigate the jurisdiction of the high court”, prior to “the matter being concluded in the Kings Bench”. The Claimant was granted an interim injunction restraining the eviction but

with a return date of 18 April 2023. I infer this was very probably because the Claimant had failed to provide the court with full and transparent information about her claims (both in the High Court and County Court), as was her obligation on a without-notice injunctive Application. For example, in neither of the two very similar witness statements filed by the Claimant in support is there any mention of the Order I had previously made an order on 14<sup>th</sup> October 2022 (sealed on 28 October 2022) as had stayed the High Court claim for the very reasons I expressed as follows:

“The Claim Form makes no sense, either legally or literally. Neither am sure that simply "Santander" is a correctly described defendant. Claim stayed until Claimant files a draft proposed Amended Claim Form as sufficiently sets out the basis on which he says Part 8 issue(s) arise(s) and as can be recognised and understood. Such process is unlikely to be prove recognisable by asking of the court rhetorical questions such as "Am I wrong?". Instead, the precise legal proposition and/or factual issue and/or relief sought - if suitable for Part 8 - must be clearly identified. If this is instead a claim for damages, this would not be a Part 8 Claim anyway. The proposed claimant is strongly suggested to take legal advice before (if permitted) serving any legal process.”

13. The Defendant was therefore obliged fully to prepare and present the full facts at the return hearing before Mr Jonathan Glasson KC, sitting as a Deputy High Court Judge. The Claimant, however, did not appear, despite taking the bold steps she had to intervene by way of a without notice injunction Application. The interim injunction was dismissed and the Claimant’s Application dismissed as wholly without merit.

It is assumed that the cost of this necessary but wholly unwelcome challenge by the Defendant will fall to be paid as part of the Claimant’s liabilities under the mortgage. As such, her misguided attempts will have come at considerable cost.

14. *The Other Claims and the hearing as listed for 21 April 2023*

The stay Order sealed on 28 October 2022 had been made in the other cases I heard.

However, owing to the proliferation of the claims and the enquiries and concerns received from the County Court, I lifted their stays in February 2023 and directed a hearing on the afternoon of 21 April 2023 at which the court, having observed the similarity of the claim form to each other, would consider in each:

- 1) The legal basis of the claim;
- 2) Why in the interim the Claimant had not sought to lift the stay or otherwise progress with it;
- 3) Why the claim should not be struck out;
- 4) Why the claimant should not pay the defendant’s costs.

15. This date was chosen as the same afternoon as the Defendant’s Application in *Jorsling*.

16. No claimant attended the hearings. Counsel for all of the Defendants attended save for the case of *Ewan v Santander*. Given the appearance and representations of that Defendant in *Spellen*, however, I can see why no separate attendance in the case of

*Ewan* was thought necessary.

17. However, an individual did come into the courtroom about ten minutes into the hearing, positioned himself in front of Counsel's bench without introducing himself and then continued to operate the screen on his mobile phone. When asked to introduce himself he said he was "Beresford". He declined to indicate he had any other name and, when pressed, provided his address as 124 City Road, London, EC1V 2NX. When asked to clarify whether he was either a party or a legal representative of a party, he confirmed he was neither. In language that was distinctly archaic but otherwise difficult to understand, he said he proposed to satisfy the court that all of the respective debts had been settled. He also observed, however, that the court was not correctly convened unless I could identify "the clerk of the court".

When it was made clear that unless he was either a party or legally qualified with rights of audience, he had no right to conduct the litigation of others, whether they were present or not, "Beresford" left.

18. Through the helpful efforts of respective Counsel for the Defendants, the background to the following claimants and the claims against them elsewhere was presented. This was the first time in the respective High Court claims, no such information featuring at all from the individual claimants beyond abstract nonsensical assertions of debt satisfaction as described above.

#### 18.1 *Charmaine Jorsling v Accord Mortgages Ltd*

As stated, the Defendant had decided to issue an Application on 12 January 2023 to strike out the claim, relying upon CPR 3.4(2)(a) and (b). The Application therefore was given its own listing on 21 April 2023. I do not criticise the Defendant for having pro-actively taken this step rather than waiting to see if the court perhaps made an Order of its own motion following issue. I follow how the nature of these claims places any defendant in a difficult position. On the one hand, being mindful that the costs of a direct Application, even if successful, will only serve to increase the mortgage debt, a defendant may take the view it may be cheaper to wait and see what progress the claim takes. On the other hand, this approach can lead to an unnecessary and possibly more expensive first hearing being listed (particularly if having been issued as a Part 8 claim), only at which hearing for the first time might the court have had the opportunity to hear and consider submissions as to the futility of the claim as brought.

The Defendant is the proprietor of a registered charge dated 16 January 2018 granted by Ms Jorsling to secure monies loaned. The Claimant had fallen into arrears and on 27 June 2022 the Defendant had issued possession proceedings in the County Court at Croydon under claim number J2PP2968. On 16 September 2022 the possession claim came before District Judge Coonan who, having heard submissions on behalf of the Defendant and the Claimant having not attended, ordered the Claimant to give possession of the property on or before 14 October 2022 and awarded a monetary judgment in the sum of £207,187.66 in favour of the Defendant. By application dated 27 September 2022 the Claimant had sought to set aside the order of District Judge Coonan. She then issued her High Court Part 8 claim on 14 October 2022. The



Claimant, however, did not attend her set aside Application hearing on 25 November 2022 but nonetheless submitted various “affidavits” as she had similarly in her High Court claim. Having heard from the legal representative of the Defendant, the court dismissed her Application.

Significantly, despite being unsuccessful in the County Court having sought to utilise the feature of her High Court Part 8 claim and material, the Claimant took no steps to qualify, clarify or more particularly discontinue her Part 8 Claim in the High Court, thus obliging the Defendant some months later to issue its strike out Application dated 12 January 2023 and to prepare a supporting witness statement.

I am satisfied that the sequence of events in the High Court Part 8 claim have been abusive, if not from the outset then certainly from the time of the unsuccessful set aside Application hearing on 25 November 2022. At least from that date the claim constituted a wholly unfounded collateral attack on concluded County Court decisions and the Claimant either knew or ought to have known this.

### 18.2 *Nicole Lawrence v Lendinvest*

The Defendant had advanced the Claimant £380,587.50 on 4th October 2018. The loan was secured over 45 Limes Road, Croydon, CR0 2HF (“the Property”). The term was due to expire after 10 years, but the Claimant defaulted. On 6th December 2021 the Defendant issued a formal demand for payment, which went unsatisfied. On 1st February 2022, LPA Receivers were appointed. They placed the Property for auction, but it did not sell. On 30th May the Defendant (then Claimant) issued possession proceedings. These were transferred to the County Court at Croydon and under claim no J1PP9178. In the interim, before the possession hearing was listed, the LPA Receivers sold the Property at auction for £338,000 on 18th August 2022. There was a shortfall on the sale, and the Defendant therefore sought to use the hearing of the possession claim to secure money judgment. Judgment was given on 7th September 2022 by Deputy District Judge Mohabir for £90,019.09, plus costs of £1,800.00.<sup>1</sup> This judgment has subsequently been secured by charging orders on two properties. The Claimant no longer lives at the Property. The Defendant had requested her current address on several occasions to allow for service, but no address had been given.

On 30 September 2022, following the strategy of other claimants, this Claimant issued a Part 8 Claim Form in the High Court despite the conclusion of County Court proceedings in respect of the same subject matter and as a collateral attack upon them. As had other claimants in these claims, she proceeded to file and serve various documents titled “Affidavit”. They are variously festooned with fingerprints (in what one hopes is just red ink), seals and sigils.

I was informed by Defendant’s counsel that letters sent from the Defendant had been returned with the word “void” scrawled across, but nothing of substance had otherwise been received.

The Claimant’s failure to attend court on 21 April 2023 and to justify her position satisfies me that her proceedings are and were an abuse of process from the outset, primarily because the claim constitutes a wholly unfounded collateral attack on

concluded County Court decisions.

### 18.3 *Mrs Gloria Lewis v West Bromwich Building Society*

The Claimant had fallen into arrears in her mortgage with the Defendant. Accrued arrears at the possession proceedings in the County Court were issued in July 2021 were £8,960.80. An order for possession was made on 04 March 2022 which required the Claimant to give up possession of the property on or before 01 April 2022. The Claimant was also ordered to pay the sum of £145,894.65. The Claimant did not give up possession of the Property or pay the sum as required and the Defendant applied to enforce the possession order and a warrant of possession was issued on 21 June 2022. The Claimant had made an application to suspend enforcement but this was dismissed by the County Court on 10 August 2022. Despite this, a month later on 10 September 2022, the Claimant issued her High Court Part 8 Claim asserting that the 'debt relating to the property has been settled in full'. On 17 October 2022, the warrant of possession was executed and the Claimant was evicted. However, it transpired the Claimant unlawfully re-entered the Property without permission or consent, and as at the date of the hearing before me I was told that she continues to occupy the property unlawfully.

In this, therefore, the claimant had consciously decided to issue High Court proceedings notwithstanding the conclusion of County Court possession proceedings. At least assuming this step to have been taken in good faith, it was incumbent upon her to proceed appropriately and to co-operate with both the Defendant and any directions of the court. Plainly, the Claimant had sought to rely upon her High Court claim as a collateral attack on the County Court's decision, evidenced by her unlawfully resuming occupation of the mortgaged property as possessed.

The Claimant's failure to attend court on 21 April 2023 and to justify her position satisfies me that her proceedings are and were an abuse of process from the outset, primarily because the inevitable conclusion the claim was always a wholly unfounded collateral attack on concluded County Court decisions.

### 18.4 *Dawn Antoine v Oakwood Homeloans Limited*

The Claimant maintained that her entitlement to £1,000,000 in damages plus other monetary sums arose out of necessity, the Defendant having not brought "harmony" to the matter. The Claimant had charged her property upon taking out a home loan in 2007 but defaulted. Her last payment on the mortgage account before possession proceedings were commenced in 2021 had been on 26 November 2020 in the sum of £420.00. An Order for possession made in the Romford County Court in March 2022. I note from that Order that the Claimant (then as a defendant) did not attend. A monetary judgment was entered for £163,947.25. Having not vacated by the due date, a Warrant was issued and an eviction arranged for 7 September 2022. The Claimant refused to allow the County Court Bailiffs entry and issued an Application asserting that the eviction had been unannounced. A further eviction was arranged for 28 October 2022 but that was stood down owing to the Claimant having in the interim, on 30 September 2022, issued this Part 8 Claim Form in the High Court.

As at the date of the hearing, the Claimant apparently still occupies the property and thus denies the Defendant of its lawful possession, as had been decided back in March 2022.

*Summary*

19. I have already stated that the use of time and resources considering and disposing of these cases has been wholly disproportionate, to the disadvantage of other litigants in this and other courts. Under no circumstances should the time and resources devoted be taken by the claimants as some kind of badge of residual credibility, despite them all having been struck out. The incurring of substantial costs might also be added to these observations although, very sadly for the claimants, it would appear that their failed ventures will now see the Defendants’ legal costs added to their debt by way of the terms of their mortgage and loan documents.

Thus, if anyone has been providing unqualified “legal” advice to the respective claimants to bring their claims, it would not seem that advice has been well placed. Neither has been the Claimants’ personal expenditure (i.e. without remission) of the court fees to issue each of their claims.

Some counsel addressed me as to the commonality and similarity of the claims to those adopted by certain interest groups; one of which as is self-entitled the “Freemen on the Land”. As I commented at the conclusion of the hearing, the court in these cases has not directly been concerned with any ideals or philosophy underlying the claims. Very much to the contrary, its concern has been to stem what seems to have been a concerted plan to subvert - without realistic or rational conviction - collateral proceedings and decisions in possession proceedings in the County Court, all which constitutes an abuse of process.

As I made plain in open court, the consequences of such intention, if proven, could be extremely serious for all those involved and go well beyond the waste of time, money and resources that has occurred.

**Schedule of claims issued in the High Court**

Case number	Claimant	Defendant
QB-2021-003861	Nicole Lawrence	Benjamin Ewan Shaw
QB-2022-000190	Joan Stewart	Gerry McHugh
QB-2022-002975	Gloria Lewis	The West Brom
QB-2022-003001	Jennifer Spellen	Santander
KB-2022-003051	Henry Robert	Bluestone Mortgages
KB-2022-003213	Nicole Lawrence	Lendinvest BTL Ltd
KB-2022-003436	Dawn Antoine	Oakwood Homeloans Ltd
KB-2022-003554	Dawn Antoine	Oakwood Homeloans Ltd
KB-2022-003565	Charmaine Jorsling	Accord Mortgages Ltd
KB-2022-003720	Ewan Percival	Santander
KB-2022-004123	Harpal Singh Rai	Inflow Private Finance Limited
KB-2022-004311	Anthoni Clarke	The Mortgage Works (UK) PLC

KB-2022-005846	Jennifer Spellen	Mark Alavert
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