

IN THE HIGH COURT OF JUSTICE IN NORTHERN IRELAND

CHANCERY DIVISION

SANTANDER (UK) PLC

-v-

ANTHONY PARKER

DEENY J

[1] This matter comes before the court in the following way. By originating summons lodged in the Court of Judicature in Northern Ireland on 11 March 2011 Santander (UK) Plc sought an order for possession of 35 Forfar Street, Belfast BT12 7BD against the occupant and owner Anthony Parker. They did so on foot of a charge, a mortgage deed, originally entered into by Mr Parker and registered in the Registry of Deeds at Belfast on 16 August 1991. Mr Parker has not denied his signature on that deed. The original of it is before me as I speak and as one would expect, of course, with the copies earlier seen it appears to be witnessed by not one but two signatures of solicitors. To deal with one of Mr Parker's points as Mr Gibson for the Plaintiff observes, and as I have said, the statutory requirement is for a signature by the party to be charged and the fact that it is not signed by the lender does not invalidate the agreement.

[2] The bank has advanced its case through three affidavits, two of Edmund Sinclair, solicitor of R G Sinclair and Company and one an affidavit of service. Mr Keith Gibson of counsel appeared on behalf of the bank on the occasion before me and Mr Parker represented himself. The matter came before the Master who, on 21 October 2011, granted an order for possession. This is an appeal by Mr Parker before me. In accordance with the customary practice the moving party Mr Gibson re-opened the matter, he read the affidavits to me which I had, of course, seen before the hearings, but including a new affidavit from Mr Edmund Sinclair that was served on foot of a direction and leave of Lord Justice Girvan who had a mention of this matter one week ago.

[3] The charge appears to be in good order. The affidavit exhibits a statement of account relating to Mr Parker's account with Santander. Santander, as is well

known, took over Abbey National who were the original lenders to Mr Parker in 1991. Mr Parker submits that they lent him the money of their depositors and that is unlawful, but I reject that submission. I am not aware of any restriction on a lender using the monies of its depositors to lend to borrowers but I rather thought that was a key purpose of a banking institution. He submitted that the money somehow should be in coin or notes, but he acknowledges that in the course of the hearing before me that the various sums which I will turn to in a moment were credited to his bank account but he feels that is invalid in law. That submission is misplaced and I reject it.

[4] The account produced by Santander and exhibited to the second affidavit of Mr Sinclair is objected to. It is objected to on the basis of hearsay. As I have patiently explained to Mr Parker, leaving aside the issue as to whether it would have been admissible at any event under common law, it is certainly admissible today and I give weight to the evidence set out in the account. From that it would appear that as of 10 June 2004 Mr Parker was indebted in the sum of £24,346 to Santander, but he then appears to have taken out three further loans: one of £16,000, one in 2006 of £38,600, one in September 2008 of £35,807, coming to a total of £87,553 (allowing for repayments). As averred in the first affidavit of Santander he fell behind in his monthly payments to the bank and indeed the last payment was 16 July 2010. This is regrettable, but the whole essence of lending to persons in certainly the United Kingdom and no doubt elsewhere is that institutions such as the plaintiff here can lend to them and if they choose to lend to them only if the monies are secured on a property then, in the event of the borrower being unable to pay, the lender is entitled to possession of the property to seek to sell it and recover the monies owing to it. This is a classic example of that.

[5] Mr Parker has advanced a whole range of arguments in a number of affidavits described sometimes as Affidavit one and sometimes as Sovereign Affirmations and Affidavit one begins as follows:

“As (there is a word in what may be Hebrew) the one and only God is my witness I the bond servant of the Messiah, Anthony of The Family Parker of 35 Forfar Street in the geographical area known as Belfast City in the County of Antrim and Northern Ireland aged 18 years and upwards make oath and says as follows.”

[6] Mr Parker then sets out a whole range of points which I have considered and which he has touched upon in his oral submissions. I will just mention a couple of them expressly. He takes the point that this matter should be adjudicated on by Sir Christopher Geidt, Private Secretary to Her Majesty The Queen. He says that on foot of Clause 45 of the Magna Carta of 1215, which in the version advanced by him reads: “We will appoint as justices, constables, sheriffs or other officials only men that know the law of the realm and are minded to keep it well.” Of course I have the

privilege to serve as one of Her Majesty's justices and sit here to do justice as envisaged by Magna Carta rather than Sir Christopher whom, while I am sure a person of distinction, is not so far as I am aware a judge or lawyer.

[7] Another point raised by him at point 10 reads as follows:

“Since I am a living man, I operate under a foreign jurisdiction to the legal system. I already tried this case in my private foreign jurisdiction court, and find Santander in default judgment. Since Santander was found in default judgment in my private foreign jurisdiction court, Master Ellison, under the rules of the Hague Convention on foreign judgments and civil and commercial matters, should have respected that judgment.”

That is a wholly misplaced submission without foundation. The Master's court and on appeal this court is the appropriate court for dealing with a matter of this kind. Further points were raised and were dealt with by Mr Keith Gibson in his helpful skeleton argument. They include the submission that the respondent, that is the bank, cannot execute a contract as it is not a living thing and of course that is complete, I think the appropriate word is, nonsense, as in law a corporate body is indeed a person entitled to pursue its contractual rights. Mr Parker complains that there is an absence of two “wet signatures”. Whatever that means that is not right in law either. He objected to the solicitors acting and to counsel acting because counsel had not produced his “power of authority” or his law licence to practice in Northern Ireland. I reject those submissions. Needless to say no power of authority is required and counsel is well known to the court as a member, indeed a leading member of the Chancery junior bar.

[8] I think really time is not well served by setting out more of these points. There is in truth no substance for Mr Parker's allegations that there is some kind of fraud or perjury here. Any minor lacuna in the first affidavit of Mr Sinclair has been repaired for completeness in his second affidavit, permitted by Lord Justice Girvan. I can see no perjury, I can see no lies, I can see no fraud and I can see no prejudice to Mr Parker. He borrowed this money and sadly is unable to repay it and the bank is entitled to the order of possession. I reject the appeal.