

Name of Deponent: Paul Talbot-Jenkins BSc(Hons).

No. of Affidavit: First.

IN THE HIGH COURT OF JUSTICE

HC No. 7640/99

CHANCERY DIVISION

COMPANIES COURT

BETWEEN:-

PAUL TALBOT-JENKINS

Creditor

-AND-

NATIONAL WESTMINSTER BANK PLC

Debtor

FIRST AFFIDAVIT OF PAUL TALBOT-JENKINS

In the matter of the alleged fraud, theft, deception, conspiracy to defraud and breach of trust by the National Westminster Bank Plc., its directors, managers and staff:

I, Paul Talbot Jenkins, Bachelor of Science, of 43 Main Street, Greetham, Oakham in the county of Rutland, do hereby solemnly and sincerely affirm without evasion, equivocation or mental reservation of any kind and say as follows:-

1. Neither the National Westminster Bank Plc, nor their solicitors have responded to the Statutory Demand delivered to their head office at 41 Lothbury, London in November 1999.

2. The First Affidavit of Simon David Hart of solicitors Wilde Sapte contains opinions. Affidavits are statements of fact supported, if necessary with exhibits. Affidavits are not for expressions of opinion such as that appearing in paragraph 24 - "*From his campaign over many years, it is quite clear that he is quite capable of rash action.*" The history of the National Westminster Bank over the past fifteen years has proved its' management to be wholly lacking in integrity and capable of some of the most irresponsible decisions relating to financial matters. The following quotations from recent editions of national newspapers illustrate this point.

The Times 25 SEP 99

“NatWest is regarded as the weakest of Britain’s ‘big four High Street Banks,....’
Caroline Merrell, Banking Correspondent.

“NatWesthas a very inefficient operating system and a **very poor product delivery.**”
Hugh Pye, Robert Flemming banking analyst.

“NatWest’s senior management, led by Derek Wanless, chief executive, has proved weak and unable to meet shareholders’ expectations.”

“Institutional disappointment with NatWest has been reflected in the steady decline of its share price since unveiling it’s bid for Legal & General.”
Richard Miles. Business Saturday.

Financial Times. 26 SEP 99.

“Derek Wanless, NatWest’s chief executive since 1992, cannot escape blame for the stock’s under performance.”
Lex Column.

“It is hard to think of a single good strategic move by NatWest over the past 10 to 15 years.”
Patrick Frazer, Consultant DIBC

“So the baggage of history hangs heavily over NatWest.” This is a bank with a reverse Midas touch.”
Prof. Ian Morrison. Loughborough University.

“Whoever wins control of NatWest may soon be operating in a climate where it is customers, rather than shareholders, who call the bank to book, by voting with their feet.”
John Plender. “Called to Account.”

The Express 25 SEP 99

“NatWest has a history of under performance.” City Comment Melvyn Marckus
Sir John Shaw, Governor Bank of Scotland

Sunday Times 26 SEP 99

“NatWest is the least efficient of the clearing banks.”
“They have promised change but they have never delivered.”
John Jay & Dominic Rushe.

Daily Telegraph 25 SEP 99

“The killer fact is that a colossal 68% of NatWest’s income is eaten up by costs - the same as 10 years ago.”
George Trefgarne. Business News.

“It’s proposed acquisition of Legal and General does not address NatWest’s long term problem - it’s relative inability to extract value from its core banking business.”

Sir John Shaw. Governor Bank of Scotland.

The Guardian 25 SEP 99

“ A revolution in the banking industry was heralded yesterday as NatWest, one of the county’s oldest banks suffered the humiliation of a £21bn hostile bid by Bank of Scotland, which is half its size.”

Jill Treanor.

The Independent. 25 SEP 99

“...a 10 year history of failure in strategy and operational management...”

Outlook. Peter Burt Bank of Scotland.

“... it’s hard to know how Derek Wanless, NatWest’s amiable chief executive, has managed to stay at the helm as long as he has.”

Outlook.

“The sad reality is that NatWest has been living off it’s past for years.”

“In 1990 NatWest could rightly claim to be one of the world’s top ten banks. Today it would not even make the European top ten.”

“NatWest’s days are numbered, and quite right too.”

Michael Harrison. Business Editor.

Sunday Business 26 SEP 99

“ But when it comes to arrogance, mixed with complacency and a double dash of strategic blunders, NatWest takes first prize.”

“NatWest has for many years had a standing-order for banana skins on which its executive team has unerringly failed not to slip.”

Comment & Analysis.

Sunday Telegraph 26 SEP 99

“For many a five year plan to re-invent the retail bank launched four years ago is too little too late.”

Grant Ringshaw. Business.

The Observer 26 SEP 99.

“....and removing **NatWest’s legendary inefficiencies.**” Peter Burt Bank of Scotland.

“NatWest’s history is littered with grandiose plans - which it hoped would detract attention from cracks elsewhere in the group.”

Heather Connon. “Sitting ducks for Scots raiders.

The comment by John Plender “*Whoever wins control of NatWest may soon be operating in a climate where it is customers, rather than shareholders, who call the bank to book, by voting with their feet*” serves to illustrate exactly what I did and what many others have done when we discovered the bank had been stealing money - I voted with my feet in 1984. The bank has seen a steady decline in its customers since then. By “*stealing*”, I do not mean “*overcharging*”, I mean theft and fraud.

3. There is now produced and shown to me a bundle of exhibits marked “PTJ-1” listed by page number and representing true copies of the documents referred to herein.

4. This affidavit concerns matters involving fraud, abuse of trust, theft of funds and general dishonesty in the conduct of business by the National Westminster Bank Plc., (the Bank) of High Street, Stamford in the county of Lincolnshire, its manager (Kenneth C.Broughton) and staff.

FORMER BANKING RELATIONSHIP.

5. In August 1977 I was persuaded by the manager of the Bank, one Kenneth Broughton, to pay over the sum of £1000, (one thousand pounds) to the account of one Kenneth Clipston, on the promise that the said Clipston would return to my property to finish renovation works. The said Clipston did not complete the work, having been paid almost the entire contract price of £5,800 (Five thousand eight hundred pounds). The said Broughton knew of the financial affairs of the said Clipston; the said Clipston being a customer of the Bank, that he was in severe financial difficulties and trading while insolvent, the manager also knew that there were several County Court writs against Clipston.

6. In or about July 1980, the said manager Broughton agreed to lend to me a sum of money in order to repair fire damage occasioned by the said Clipston and his subcontractors. The loan was secured by a second charge (Page 1 & 2. of Exhibit PTJ-1) registered at the Land Registry in favour of the Bank.

7. On or about the 3rd of December 1982, solicitors Daltons of Stamford, arranged a first mortgage on the property at 43 Main Street Greetham. The purpose of the mortgage was to raise funds which were to be used to settle the loan with the Bank and to settle a previous mortgage. The said solicitors, Daltons, raised an invoice, number 82-1232 (Page 3. of Exhibit PTJ-1) for professional charges relating to the mortgage and for removing the second charge in favour of the Bank. The said solicitors deducted payment for the invoice from the mortgage monies. The invoice is receipted, signed and dated as “Paid.”

8. In 1992 during a search of the Land Registry records it was discovered that the second charge of

1980 had not so been removed, and was still a legal charge on the property. This now presented me with severe financial penalties when related to what followed.

9. In September 1982 I incorporated my business as a limited liability company under the Companies Act. The Bank was requested to transfer the business account to a new account in the company name. The Bank was given all the necessary documentation for their records. From October 1st 1982, all transactions were conducted under the limited company name. When the first cheques bearing the limited company name were presented to the Bank for credit to the company account, I was informed that an account had not yet been opened. The manager of the Bank advised me that the Bank would credit the cheques to the old 'sole trader' account until the new account was opened. Relying on the advice of the manager, Broughton, I continued to pay cheques into the 'sole trader' account. The Bank had signed and stamped the certificate of incorporation in September 1982. In March 1983 when presenting cheques bearing the limited company name for credit to the 'sole trader' business account, I was invited into the managers office where I was accused of trading fraudulently. A bank manual was shown to me open at a specific section dealing with the offence of 'fraudulent conversion'. The assistant manager, one Lee Hilton, denied all knowledge of the incorporation of the business. I offered two instances of proof. The first being the certificate of incorporation (Page 4 of Exhibit PTJ-1) stamped and signed by the Bank. The second being a letter of credit (Pages 5,6 & 7 of Exhibit PTJ-1) opened by the Bank in favour of a Japanese company supplying my company with equipment. The letter of credit had been opened in December 1982 in the name of the limited company. There is on record a letter typed on the Banks own headed note paper (Page 8 of Exhibit PTJ-1) to the effect that I authorised the Bank to credit limited company cheques to a private account. **The letter is alleged to have my signature. It is a forgery.**

10. Confronted with this documentary proof, the Bank hurriedly established an account. No cheque book was ever issued for the account. During my trading as a sole proprietor I had accumulated substantial stocks of goods and equipment to the value of about £28,000 (Twenty-eight thousand pounds). I also had monthly trading accounts owing me a further £25,000 (Twenty-five thousand pounds). My intention was to collect in the debts as they became due, for credit to my sole trader account. Any stock which I owned prior to the incorporation of the business would be sold to the company as and when the company received orders. The company would then pay me the invoiced value while retaining the profit in the company account. The company required no overdraft facility at the time.

11. I had spent considerable time and effort cultivating a customer from Kuwait for the sale of marine engines. The first order placed by this customer was financed by a letter of credit which was proc-

essed through Barclays International at Nottingham. The proceeds of the letter of credit were credited to the limited company account. Having no cheque book by which to access the company funds I was now severely embarrassed when I was advised by the Bank that I did not have sufficient funds in the “sole trader” account to meet a cash cheque I presented for withdrawal.

12. At this time there were numerous instances where the Bank returned cheques drawn on my accounts with the usual instructions ‘Refer to drawer’ and subsequently to honour the cheques all on the same day, then to charge the accounts with the fee. All this appears to do is discredit the customer and levy additional income for the Bank. Such an occasion happened when I presented a cheque for credit to my private account for £747.50. Knowing that the proceeds of a letter of credit for some £11,800 (Eleven thousand eight hundred pounds) had been credited to my company account the previous week (see paragraph 10 above), and which should have been transferred to the sole trader account under the Bank agreement, I presented two cheques for cash withdrawals with a combined value of around £900. The clerk advised that there were not sufficient funds available to meet the cheques. I enquired as to the whereabouts of the £11,800. The clerk advised that there was no such sum in my account. The Bank was full of customers and I was extremely embarrassed by the situation. For some reason there appeared to be no record of the missing money which reappeared miraculously later the same day.

13. The business had a customer in Guyana with whom a large export order was being negotiated. The value of the order was £68,000 (Sixty-eight thousand pounds) comprising 25 in number 25 Kilowatt diesel generator sets. The voltage and frequency of the mains supply in Guyana is 220/127 volts 60Hz. The customer asked for good second hand machines based on Lister HR3 air cooled engines. In stock there was one unused alternator of the correct voltage which had been purchased from a customer who had had an order cancelled. The Guyana customer wanted me to ship this one machine immediately and the balance to follow. He left me with £1000 in cash as a deposit promising to transfer the balance on the first machine of £1500 through his bank in London. A ship was due to sail the following week. The generator was completed, packed in a large wooden packing case ready for transport to Felixtowe docks. The ship was scheduled to sail on the Friday 29th of June 1984 and the generator had to be at the docks by Thursday 28th of June 1984 at the latest. On Tuesday the 26th of June 1984 a cheque (Pages 9 & 10 of Exhibit PTJ-1) was paid into the Kensington High Street branch of the National Westminster Bank for the sum of £1500 for direct credit transfer to the business account in Stamford. The Kensington branch telephoned to say that the transaction had been carried out and that funds had been transferred to meet the cheque. On Thursday the 28th of June, the Stamford branch advised that no such sum had been credited to the account. I telephoned the customer who then went to his branch, drew out £1500 in cash, cancelled the cheque and paid the money

into the bank direct to my account. The bank in Kensington used the words 'folding money' to describe the transaction. At about 11.30 am I received a call from the Stamford branch to say that the £1500 had been credited to the business account. I specifically asked the clerk to confirm that it was indeed a cash transaction and that there was no possible way the payment could be countermanded. He advised that the Kensington branch had so confirmed the transaction. The generator was duly delivered to Felixstowe docks. On Tuesday the 3rd of July 1984 I visited the Bank to pay in some cheques. Before I left the Bank I was advised by one of the clerks that the cheque for £1500 had been returned. She called the assistant manager who was adamant that a cheque for £1500 had been returned and that there had been no direct credit transfer of cash. He told me that there was only one single transaction of £1500 showing on the computer, being the returned cheque. He told me that I did not know the banking system and that the bank was unable to discern a cleared asset from an uncleared asset. In spite of my continued protests that I had been informed by both an employee of the Bank and a clerk at the Kensington branch that "folding money" had been transferred to my account, the assistant manager, after checking with the computer maintained his denial.

I telephoned the docks to discover that the ship had engine problems and was still at Felixstowe. I asked for the shipment to be delayed until further notice while I checked with the client. My customer could not be contacted as he had already left England for Guyana. The ship sailed without my shipment. On Thursday the 5th July 1984 I met the manager Broughton in Stamford High Street. He did not wish to stop and talk, but I insisted. He advised that he personally had checked into the affair and could not report anything fresh, if I could not recover the goods I would have to write it off. Bearing in mind previous incidents with the Bank, I was minded not to tell him of the recovery of the generator from the docks. On Tuesday the 10th of July my wife and I had a meeting with the manager to discuss the Bank's request for a guarantee for the Limited company. The question of the missing £1500 was raised once more. Again there were firm denials of its existence - I was advised that I would have to write it off and be more careful next time. This was a full week after the CASH SUM of £1500 was supposed to have been transferred to the account.

On the 13th July I received a telephone call from the customer, who was naturally extremely irate that the generator was not aboard the vessel as promised. I explained to him the circumstances with the Bank. He informed me that the cash had been transferred on the 28th June and he had the receipt to prove it. A copy was sent to me with which I confronted the manager of the Bank. For two hours I remained in the manager's office listening to denial after denial. Finally, having been given no excuse or offer of apology from the Bank, I gave notice to the manager that all my accounts with the Bank were closed from thereon. Believing that Daltons had removed the second charge and that therefore the Bank had no charge against my property, I informed the manager that I was not going

to repay the £36,000 overdraft until I received a written apology and explanation. No such declaration has ever been given, merely a formal notice and demand for repayment and several letters from the Banks solicitors and regional office threatening legal action to recover the overdraft. My customer began legal action against the Company for recovery of the money. Rather than become involved in protracted legal action with the Bank as co-defendant I liquidated the Company.

The Affidavit of Simon David Hart fails to address any of the actions of the Bank which brought about my decision to cease paying any further monies into that branch. The Affidavit implies that I simply stopped using the accounts. The fact is that I confronted the manager Broughton after the theft of £1500 cash down payment by a client for the purchase of the first of 25 diesel electric generators sets. After two hours listening to excuses after excuse, with no offer to repay the money or apologise, I told the manager and the assistant manager that I was closing the four accounts I held with the bank forthwith and would not be resuming business until such time as full and frank explanation was offered to me. No such explanation has ever been tendered.

None of the subsequent letters either from the Bank, from the Lincoln area office or from Wilde Sapte, solicitors for the Bank, have ever fully answered my many complaints to my satisfaction. The letters from the Bank and their solicitors contain veiled threats of legal action, foreclosure on the overdraft and possession of my property, but never an apology or explanation or offer of restitution. I would draw the courts attention to the letter from Wilde Sapte to myself, undated, itemised as pages 32 to 35 in the banks exhibit SDH 2; in particular to paragraph 11 on page 34. There was no confusion about the money transfer. On the Tuesday following the delivery of the generator to the docks the assistant manager was adamant that there was only one transaction showing on the banks books and computer. His words were that there was no way to know whether a transaction was a cleared or an uncleared asset, i.e. cash or cheque. On the Thursday of the same week manager Broughton was adamant that he had checked into the matter thoroughly, he said that I had been tricked and if I could not recover the machine I would have to write it off and be more careful next time. The following week both my wife and I had a meeting to finalise the guarantee in favour of the limited company. Again at that meeting manager Broughton insisted there had been no cash transfer of £1500. **There was no confusion at the bank.** When presented with the evidence the Bank continued to any error. The affidavit of Simon Davit Hart claims there was confusion.

The bank believed that I had not recovered the machine from the docks, so when my customer returned from Guyana and produced a bank receipt for the £1500 cash paid into my account I was able to finally confront the manager about the missing £1500 The attitude expressed in that undated letter from Wilde Sapte is a total disclaimer of any fault by the bank. The fact is that the bank never did advise me of anything in connection with the whereabouts of the missing money.

It is therefore not surprising to read in the press such comments as quoted earlier in this Affidavit. I respectfully ask the court to consider the letter dated 18 JUNE 1985 from myself to Wilde Sapte marked "Without prejudice" which Wilde Sapte have attached to exhibit SDH 2 as pages 36 to 38. As Wilde Sapte did not reply to that letter, I wrote again to them on the 24th October 1985, a full four months later, to which they replied on the 8th November 1985 threatening various actions and accusing me of not being able to accept any of the blame myself.

14. After the above experience I decided to carry out a thorough check of all my accounts with the Bank. This check revealed that for some time the Bank and/or its employees had been systematically depriving me and my family of quite considerable sums of money. There had been established a trust fund administered by the Public Trustee whereby a capital sum had been bequeathed to my children which they would inherit at age 21. In the meantime the investment accrued dividends which were paid half yearly into my private account and which were used towards my childrens' education. The dividends were paid directly from the Bank of England into my account. On receipt of the payments the Bank would send to me a certificate of payment showing deducted tax. Every year the Public Trustee would send a detailed account. Because the payments were regular it was a simple matter to check. When it was discovered that some payments were missing, I wrote to the Public Trustee (Page 11 of Exhibit PTJ-1) to enquire as to the whereabouts of the missing payments. The Public Trustee replied on the 3rd October and the 15th October 1985 (Pages 12,13,14 & 15 of Exhibit PTJ-1) detailing the payments over a three year period. I replied on the 24th October (Page 16 of Exhibit PTJ1) These details were then cross referenced with the Bank statements. The missing total sum amounted to £3,500. I was already in correspondence with our erstwhile MP Michael Latham over the matter of the solicitors Daltons 'negligence' in the handling of the house fire damages claim, so I wrote once more to him concerning the matters with the Bank. I also wrote at length to Lord Boardman (Pages 17 - 21 of Exhibit PTJ-1), the chairman of the said bank. Latham suggested that the best I could do was to report the theft of the money to the police. This I did, and was visited by a Detective Sergeant Vickers from Lincoln. The police visited the Bank on a number of occasions having been shown the evidence. Finally Detective Sergeant Vickers came to see me and showed me a type written bank statement (Page 22 of Exhibit PTJ-1) from the Bank covering a period of 12 months showing some of the sums of money credited to my account. The statement was not taken from the Bank computer but typed on a typewriter on a bank statement form. This, I was informed by DS Vickers exonerated the Bank. I took a copy of the statement which I handed back to Vickers keeping the original for my own records. I then produced the final demand (Page 23 of Exhibit PTJ-1) from the Bank - I pointed out to Vickers that the demand did not include the money the Bank were now claiming had always been in the account. What was he going to do about the theft of the £1500, the reply was that they were going to do nothing. In addition to the loss of the dividends, which involved 13 vouchers, I was also unable to

reclaim the tax paid, a refund of £1400. Unknown to me, the Bank still retained the second charge on our property, which they would one day rely upon for the recovery of the overdraft. On the 8th of August 1997 I was informed that the National Westminster Bank had now quantified their claim against the second charge to be £82,000. There was no contingency for my claim against the Bank.

15. There were a number of other incidents including the Loan Guarantee scheme which give grave cause for public concern in dealings with the Bank. At the time I was developing an ultrasonic electronic intruder detector and alarm, in which I was investing a considerable amount of money and time. I approached the National Westminster Bank in Stamford for cover of borrowing under the Loan Guarantee Scheme. At first the manager, Broughton, said he knew nothing about the scheme but would look into it for me. The next time I brought up the subject he explained that it was only applicable to people wishing to borrow money for businesses who did not have the necessary collateral to back the loan. He advised that I did have the necessary collateral and he was not prepared to move on the subject. I later discovered that the idea of the LGS was to protect not only the bank if a business failed, but also the client from losing his assets used as collateral for the loan.

16. Returning to the saga of the Guyana order. Because of the special voltage in Guyana it was not easily possible to source a supply of second hand alternators to that specification. I knew of a business that had gone into receivership through the loss of a large export order involving generators of the appropriate voltage and frequency. I traced these alternators to a firm in Suffolk which had purchased them at auction, and I negotiated a price for the purchase. The alternators were delivered to a company in Corby by the name of Veetrac Engineering Ltd., which did some steel fabrication work for me and who were going to fabricate the steel base frames for the remaining Guyana generator sets. The alternators were stored in the firms general storage area enclosed by wire mesh fencing inside the main factory building. On the 21st of June 1984 I was approached by Andrew Barnes, a director of Veetrac Engineering Ltd, and advised that the generators I had stored there had been damaged in a fire at the factory. However, when I visited the factory I discovered that my alternators had been moved from the store in the factory to a paint shop in a building outside the main factory which had caught fire mysteriously. Another director of Veetrac Engineering, Mark Dabbs lived next door to the Bank manager Broughton. The value of the alternators was £12,800. Veetrac claimed the value against their own insurers but refused to repay me although I had employed the services of a solicitor to pursue the claim. Veetrac went into liquidation in 1992.. I do not believe that the deliberate deception by the Bank on the 26th of June 1984 and the fire at Veetracs premises in the same week were coincidental. Andrew Barnes had had a similar fire at a company premises in Kettering some five years earlier. It is a fact that Veetrac were financed by I.C.F.C. (Industrial and Commercial Finance Corporation) renamed '3i', to which the National Westminster Bank was a major contributor

17. The evidence shows the bank to have been involved in fraudulent trading - in itself an act of insolvency.

By telephone call and letter dated 15th May 1984, Mrs. Talbot-Jenkins revoked her signature to a second charge witnessed by her solicitor, Roger Browne of Daltons that same day, because she was not confident that he had given her adequate advice (Pages 25 & 25 Exhibit PTJ1). The following day the solicitor advised her that he had already sent the guarantee to the bank. By letter in response, dated 19th July 1984, the bank acknowledged that letter to the solicitor and requested the return of the signed guarantee of "continuing security" (Page 27 of Exhibit PTJ 1). One may wonder why the solicitor advised Mrs Talbot-Jenkins that he had sent the guarantee to the bank. If the solicitor still had the document he was never given permission to send it to the bank, nor was he advised to continue with arranging the security. Mrs Talbot-Jenkins' letter mentions a personal guarantee limited to £15,000, which, at 15th May 1984 we were confident was not secured on the property, 43 Main Street, due to the solicitors Daltons having arranged the removal of that second charge for which they deducted payment for so doing from mortgage money. The invoice exhibited at Page 2 of Exhibit PTJ1 is proof of the fact that Daltons were paid for the removal of the said charge.

IF the bank are relying upon a second charge for their security for an alleged debt of £82,000 then their claim is fraudulent since it would, under the terms of the 1980 charge, be confined to a limit of £15,000 in any event. Any additional claim is a fraudulent claim.

18. The Affidavit of Simon David Hart, refers, at paragraph 22 to a leaflet which I am alleged to have distributed outside the Bank headquarters at 41 Lothbury in London in October 1999 and alleges that the leaflet "*scandalously alleged that the Bank was instrumental in financing Hitler and laundering Nazi gold throughout World War II.*" I refer the court to a television documentary titled "Banking on Hitler" made by "Time Watch" for the BBC.

19. There are a multitude of stories about the atrocities done by the Nazis to people in Europe during the War. Many many times we hear of the work of Simon Weizenthal in bringing the perpetrators of such atrocities to justice. However, no one will protect those widows and orphans who lost husbands and fathers, killed defending these shores when Britain stood alone against the might of Germany. My father and his twin brother volunteered to join the RAF in 1940 and flew Hurricanes, Spitfires and Defiants; I ask the question "Who is the enemy?" The National Westminster Bank are certainly still waging war against us! Pages 28, 29, 30 & 31 of Exhibit PTJ1 serve to illustrate the threatening attitude adopted by the Bank when "caught with fingers in the till".

20. There are now produced and shown to me a number of newspaper articles bundled as exhibit PT-J2 and itemised by page number.

- 20.1. From the Stamford and Rutland Mercury dated 9th October 1987 headline “**Armed Police in Bank Puzzle**”, describes the Stamford High Street Branch of the NatWest guarded by armed and body armoured police after an alleged tip off that a robbery was imminent. I was arrested by the police the following week on suspicion of plotting to rob the very bank that had robbed my accounts. The police would not protect me from robbery by the same bank - why? (Page 1 of Exhibit PT-J2)
- 20.2. From the Observer on Sunday 11th Feb 1990 - headline “**Big Banks are short changing the customers.**” (Page 2 of Exhibit PT-J2)
- 20.3. From the Daily Mail dated 10th Nov 1989. “**Eleven charged over the Blue Arrow affair.**” Share rigging worth some £837 million (Page 3 of Exhibit PT-J2)
- 20.4. From the Sunday Express dated 22nd Jan 1989. “**Bank sued in riddle of lost £1/2 million**”. Natwest again lost proceeds from a trust fund. (Page 4 of Exhibit PT-J2)
- 20.5. From Today of 13th Aug 1993. “**Action Man! Bungling bank is sued for £133,000**” NatWest again! (Page 5 of Exhibit PT-J2)
- 20.6. From the Observer 12th Aug 1990. “**Banks called to account over cheques fraud.**” Bank of Scotland. (Page 6 of Exhibit PT-J2)
- 20.7. From the Daily Mail “**Parting shots from Lord Boardman.**” Serious failings by NatWest management in County NatWest affair and Blue Arrow. (Who made “Rash” decisions?) (Page 7 of Exhibit PT-J2)
- 20.8. From the Daily Mail. “**NatWest chief quits over scandal!**” The chairman of the NatWest resigned yesterday in the wake of the Blue Arrow scandal. (Page 8 of Exhibit PT-J2)
- 20.9. From the Daily Mail 31st Oct 1988. “**The executive crooks steal £14 million a day!**” (Page 9 of Exhibit PT-J2)

- 20.10. From the Daily Mail 24th February. **“Boy finds it child’s play to hack £1 million from the Action Bank”** (NatWest). 17 year old employee of NatWest stole £1 Million from the Action Bank. (Page 10 of Exhibit PT-J2)
- 20.11. From the Daily Mail. **“Banks are bad for us, say small companies.”** Trevor Baylis, inventor of the clockwork radio was well advised to go to South Africa. (Page 11 of Exhibit PT-J2)
- 20.12. From the Daily Telegraph 3rd November 1987. **“Bonkers Bankers”** by Peter Simple II. **“The Natwest confirms it is to sue a 17 year old for the return of £1M.”** (Page 12 of Exhibit PT-J2)
- 20.13. From the Daily Mail 8th Sep 1988. **“Stalin propaganda from a bank.”** **“Images that recall Communist propaganda of the 1930s are being used to attract the cream of British youth.”** Compare the advert with some of the propaganda issued by the Nazis for the Hitler youth movement. (Page 13 of Exhibit PT-J2)
- 20.14. From the Times 28th Sep 1989. **“The Billions that flew away.”** Bernard Levin blames the Big 4 for wasting £2 Billion of shareholders money. (Page 14 of Exhibit PT-J2)
- 20.15. From the Daily Telegraph 20th May 1985. **“Banker ‘in plot to kill’.** Ian Henry reports on an allegation that a Regional Director of the National Westminster Bank attempted to engage the services of an ex-Katanga mercenary to silence a bank customer suing the bank for fraud. (Page 15 of Exhibit PT-J2)

21. There are a number of inaccuracies and convenient omissions from the affidavit of Simon David Hart. At paragraph 8, SDH omits the fact that the trading account for the limited company was never properly set up and was frustrated by the bank in that they refused to issue a cheque book for accessing the funds deposited there. In other words it was not possible to pay suppliers from the limited company account, nor could I draw funds for payment of fuel for transport and vehicle servicing etc. It was on the instruction of the manager, K.C.Broughton, to leave the sole trader account open and to transfer funds from the limited company account to the sole trader account in order to pay suppliers. Prior to setting up the limited company account, the bank insisted that any cheques made out to the limited company be paid into the sole trader account, this is a fraudulent trading practice known as “fraudulent conversion”.

At paragraph 9, SDH states that the bank took out a second charge dated 8th July 1980 on my property, 43 Main Street, Greetham, Oakham, Rutland. The affidavit omits the fact that Daltons solicitors of Stamford arranged a first mortgage to pay off the bank loan secured by that second charge, for which Daltons issued an invoice number 82-1232 dated 3rd December 1982 (Page 2 of Exhibit PT-J2) showing money deducted from the mortgage funds for the service, a service which itemised the transaction of the removal of the second charge referred to by SDH in his affidavit.

At paragraph 11, SDH states “*the bank became aware that Mr. Talbot-Jenkins had stopped paying any money to the business account—*”. The fact is that the bank were told all the accounts with the bank would be closed until such time as the bank came to their senses and accounted for the missing money. No such account or explanation has ever been forthcoming. Having refused to give account for their actions, the bank then begin a campaign of oppression, as shown by their letter referred to by SDH at paragraph 11, where he states that the bank invited my proposals for repayment of the borrowing within 14 days. I had not committed any crime - the bank had stolen money from my accounts and now expected me to repay even that which they had stolen? This is oppressive and threatening behaviour.

At paragraph 13, SDH refers to a letter from Wilde Sapte (undated) to myself. SDH states that Wilde Sapte answered all of my complaints. They did not answer my complaints, they merely persisted in their campaign of aggression and side stepping the issues. My letter to Wilde Sapte dated 29th April 1985 (Page 26 of Exhibit PT-J1)

22. On August the 11th 1999 it was calculated that the Bank owed me in losses and by theft the sum of **£683,389. (Six hundred and eighty three thousand three hundred and eighty nine pounds)**. To this should be added the interest on that sum up to and including the date of settlement.

AND I MAKE THIS SOLEMN AFFIDAVIT conscientiously believing the same to be true.

AFFIRMED AT)
)
in the County of)
)
This day of **2000**)

Before me,

IN THE HIGH COURT OF JUSTICE
CHANCERY DIVISION
COMPANIES COURT

HC No. 7640/99

BETWEEN:-

PAUL TALBOT-JENKINS

Creditor

-AND-

NATIONAL WESTMINSTER BANK PLC

Debtor

EXHIBIT "PT-J 1"

This is the Exhibit marked "PT-J 1" referred to in the Affidavit of Paul Talbot-Jenkins affirmed

this day of March 2000

Before me

IN THE HIGH COURT OF JUSTICE
CHANCERY DIVISION
COMPANIES COURT

HC No. 7640/99

BETWEEN:-

PAUL TALBOT-JENKINS

Creditor

-AND-

NATIONAL WESTMINSTER BANK PLC

Debtor

EXHIBIT "PT-J 2"

This is the Exhibit marked "PT-J 2" referred to in the Affidavit of Paul Talbot-Jenkins affirmed

this day of March 2000

Before me

IN THE HIGH COURT OF JUSTICE
CHANCERY DIVISION
COMPANIES COURT

HC No. 7640/99

IN THE MATTER OF NATIONAL WESTMINSTER BANK PLC

AND IN THE MATTER OF THE INSOLVENCY ACT 1986.

BETWEEN:-

PAUL TALBOT-JENKINS

Applicant

-AND-

NATIONAL WESTMINSTER BANK PLC

Respondent

Let (a) NATIONAL WESTMINSTER BANK PLC. OF 41 LOTHBURY, LONDON EC

attend before the Judge/Registrar on:-

Date

Time hours

Place

On the hearing of an application by (b) PAUL TALBOT-JENKINS the applicant for an order in the following terms:-

- (c) that the Order of the Court, dated 24th November 1999, restraining Paul Talbot-Jenkins from issuing any petition to wind up National Westminster Bank Plc and from commencing bankruptcy proceedings against Lord Alexander of Weedon or any directors of National Westminster Bank Plc be set aside

The ground on which the applicant claims to be entitled to the order are:-

- (d) that the respondent has failed to comply with the Statutory Demand or to have the Statutory Demand set aside within the time permitted, or to take any further action other than obtain an injunction order to forestall the issue of a winding up petition. The Originating Application to which this application is a response was dated by the Applicants solicitors on 25th November 1999 whereas the hearing of the application was dated the 24th of November 1999 at 10.30 hrs. Service of the Application upon the Respondent was not made until the 27th of November 1999 - too late for the Respondent to attend the Court to contest the application for the injunction in any event.

Further grounds are set out in the first Affidavit of Paul Talbot-Jenkins with accompanying exhibits attached hereto.

The names and addresses upon whom it is intended to serve this application are:

- (e) Solicitors for the Respondent, WILDE SAPTE, OF 1 FLEET PLACE, LONDON
EC4M 7WS

The Applicant's address for service is:

- (f) MR PAUL TALBOT-JENKINS BSc(HONS), HOME FARM, MAIN STREET,
GREETHAM, OAKHAM, RUTLAND LE15 7NJ.

Dated

Signed.

The Applicant.

Name of Deponent: Paul Talbot-Jenkins BSc(Hons).

No. of Affidavit: Second.

IN THE HIGH COURT OF JUSTICE

HC No. 7640/99

CHANCERY DIVISION

COMPANIES COURT

BETWEEN:-

PAUL TALBOT-JENKINS

Creditor

-AND-

NATIONAL WESTMINSTER BANK PLC

Debtor

SECOND AFFIDAVIT OF PAUL TALBOT-JENKINS

I, Paul Talbot Jenkins, Bachelor of Science, of 43 Main Street, Greetham, Oakham in the county of Rutland, do hereby solemnly and sincerely affirm without evasion, equivocation or mental reservation of any kind and say as follows:-

1. I make this affidavit in response to the second affidavit of Simon David Hart to point out the inaccuracies contained within his affidavit.
2. The second affidavit of Simon David Hart was received by post at my home on Saturday the 29th of April 2000. I did not have sight of it until Monday the 1st of May 2000. In any event the affidavit was served less than two clear working days before the hearing.
3. In his affidavit at paragraphs 3, 13, 14, Simon David Hart (SDH) states that my first affidavit is "Unsworn". My affidavit was affirmed in this High Court on the 7th day of April 2000. A signed original was filed with the Court.

4. At paragraph 8 SDH claims that any cause of action is statute barred. Where fraud is involved the law clearly states there to be no time limit. The Bank defrauded me of money and have made a fraudulent claim upon my estate. Where a company commits a fraudulent act it is an act of bankruptcy.

5. The “Bankruptcy” from which I was discharged on the 16th of December 1999 was an illegal bankruptcy intended to stop my action against solicitors Daltons of Stamford for failing to pursue a damages claim against the builder and his sub-contractors who caused the fire at my home in 1977. This matter was registered with the European Court of Human Rights in June 1999.

6. At paragraph 14, SDH states that exhibits submitted with my first affidavit, namely newspaper cuttings do not give rise to any cause of action against the Bank. I never claimed they did. I merely submitted the articles to refresh the memories of people concerned that there has been a history of “dodgy” business with the National Westminster Bank. The exhibits also serve to counter the argument of SDH in his first affidavit that I had made “rash decisions”.

7. At paragraph 15 of his affidavit SDH states that he has *“been unable to locate any mention of this allegation in my review of Mr.Jenkins extensive correspondence with the bank ---”*. This concerns my complaint that the manager induced me to part with the sum of £1000 to the builder Clipston, on the guarantee that he, the manager, would ensure that Clipston returned to complete the work for which he contracted. In his first affidavit SDH submitted exhibits, in particular I beg to refer the Court to page 30 of Exhibit no.2, which is a copy of a letter I wrote to Wilde Sapte on the 29th of April 1985 in response to their request for “substantiation” of my claim against the bank. At paragraph 6 of that letter it states *“In august 1977 I paid a sum of £1000 to a builder engaged in work on my house. He was also a customer of the Stamford branch. I was requested to do this by the manager who guaranteed that the builder would recommence work to secure the property, which incidently had been damaged by fire by his subcontractors. The builder went into liquidation two or three days later owing me £1000 worth of work. His bank account was over-drawn a mere £75. I hold the manager responsible for that loss with interest.”*

SDH continues with the comment that the bank no longer retains any branch files for that period. Does the bank have a record of the “second charge” upon which they intend to rely for their claim against my estate? The charge was taken in 1980. I allege the bank retain those records.

I beg to draw the attention of the Court to the length of time this dispute has been running, the figure of 23 years is quoted by SDH in paragraph 16. On the 7th of April 2000, I attended at the

Marylebone Magistrates Court to hear Sir David Rowland, former Chief Executive Officer of the National Westminster Bank, give evidence on oath and state “*One of my first actions is to see the way in which customers complaints are settled. It is always better to settle a complaint than leave it outstanding.*” A complaint can only be settled when both sides agree, or, when one party dies. To my first affidavit I exhibited a copy of a newspaper cutting from the Daily Telegraph, page 15 of Exhibit PT-J2. The headline reads “BANKER IN PLOT TO KILL”. The article does not mention the name of the Regional Executive Director of the National Westminster Bank, one Arthur Young of the Longshaw or Longshore of Bromley Lane, Chiselhurst, Kent, responsible for offering £10,000 to the Katanga mercenary to “terminate” the dispute with Alfred Cullinane (by assassination.)

The case of Alfred Cullinane and my case are not dissimilar in the manner in which the National Westminster Bank prefer to wreck peoples lives rather than own up to dishonesty when their staff are caught with fingers in the till. If a 17 year old employee of the bank can misappropriate a million pounds (Exhibit PT-J2 page 10) it must follow that more experienced staff are capable of more devious ways to filch customers funds.

8. At paragraph 17 of his second affidavit, SDH states “*I note that the Daltons invoice confirms that the only charge released was the first charge in favour of Abbey National Building Society which was replaced by the National Westminster Home Loans charge.*” The deponent is here attempting to mislead the Court. The Daltons invoice clearly states “***To amount of professional charges relating to Home Loan of £25,000 by the National Westminster Bank, including taking instructions, making necessary searches and arranging for the Bank to lift Second Charge - .***” **IT DOES NOT CONFIRM** the allegation of SDH “*that the only charge released was the first charge in favour of Abbey National Building Society -*”.

As a separate item on the invoice there is an account for discharging an existing mortgage with the Abbey National Building Society. The £25,000 referred to above was a new first mortgage with NatWest Home Loans replacing the mortgage with Abbey National of £9,000.

9. At paragraph 18 of his second affidavit, SDH refers to exhibit “SDH4” pages 3 & 4, he states “*In that Memorandum, he (Manager Broughton) expressly states that in accordance with that authority cheques payable to the limited company were collected through an account in the company name and transferred to the sole trading account.*” That statement by SDH is wholly false. There is no mention anywhere in the memorandum of any authorisation by me personally to the Bank to transfer funds from a limited company account to a sole trader account. This is a deliberate and wilful

attempt to mislead the Court, and as always the Bank is attempting to put the blame onto the customer. SDH continues by quoting from paragraph 12 of my first affidavit and states “*Mr. Jenkins is thereby accepting that there was an agreement to transfer funds.*” When I first notified the Bank of the formation of the company in September 1982 it was proposed by the manager that any cheques bearing the company name would be paid directly into the sole trader account until a company account was opened. My letter to Lord Boardman of 30th July 1984 exhibited to my first affidavit at pages 17 to 21 of Exhibit PT-J1, defines this matter under complaints 1,2, and 3.

Sometime in 1983, the Bank created an account in the name of the Limited Company, but failed to notify me until late April 1983 when the bank sent to me a paying in book. There was no letter, no documentation or notice, merely a paying in book. From that point in time cheques were paid into the Limited Company account. No cheque book was ever issued, the bank refused to give me one and I had to rely upon the bank to transfer funds from the Limited Company account to the sole trader account.

If the Bank insist in their claim that the document dated 6th May 1983 (Page 8 of Exhibit PT-J1) is evidence of an “agreement” then let them produce the original for forensic tests. If I were to give an instruction to the Bank in writing it would have been upon Company paper and not on Bank headed paper. I beg the Court to consider that the date quoted on that letter in the affidavit of SDH as 6 May 1984 is wrong

At paragraph 19 of the second affidavit of SDH, it is stated that “*Mr. Jenkins was unable to draw on the £11,800 because the funds credited to the company account were uncleared and could not be transferred to the trading account until they had become cleared funds.*” I beg to draw the attention of the court to the letter to Lord Boardman (pages 17 to 21 of Exhibit PT-J2 attached to my first affidavit), in particular to complaints 4 and 6.. The sum of money in question, £11,800, was the proceeds of a letter of credit, which transaction was conducted through Barclays International at Nottingham. I personally delivered the shipping documents to Barclays in Nottingham because of an earlier fiasco with a letter credit for an export order to Ghana in which the Stamford branch of the National Westminster Bank were instrumental in losing me the profit on the transaction by failing to send the correct number of copies of the shipping documents. Barclays were given the details of the sole trader account to which the proceeds of the LC were to be transferred. The Stamford branch excused themselves by admitting that the funds had been credited to the Limited Company account. This was twelve days after the funds from the letter of credit had been released for transfer. I do not accept the statement of SDH that this was an uncleared asset.

10. I now refer to the exhibit (SDH4 pages 3 & 4). The memorandum is dated 30th May 1984. The memorandum states “*Mr. Jenkins has now been trading for some 15 months under the name of the limited company ---*”. Fifteen months back from May 1984 would bring us to February 1983. The bank was informed of the formation of the company in September 1982 when the bank signed and stamped the certificate of incorporation. I beg the Court to consider the hand written note on page 3 “*we were told in June ‘83 that the Limited Co. had only just then been formed!*”. The question is who had been told in June ‘83 that the company had only just been formed? Perhaps the Regional Office at Lincoln. It would appear, from the hand written notes, that who ever wrote those notes was in some concern over the manner in which the Stamford branch had dealt with the account, ie. relying upon the outcome of a legal action “*we cannot rely on these monies at all*”. At the first paragraph on page 2 of the memorandum, page 4 of the Exhibit, “*--it would be better for the Company to give the Bank a Mortgage Debenture which would then cover the borrowing to the company and a guarantee by himself and his wife would only be needed as a top up in case of need.*” There is a handwritten comment “***No it wouldn’t - the MD would provide the top up security.***”

The Bank declined the offer of a Debenture Mortgage in 1992 when the account was discussed.

The person at area office who wrote “***No it wouldn’t - the MD would provide the top up security***” was obviously more aware of the banking regulations than the manager at the Stamford branch. So why was the Stamford branch waiting for a guarantee from myself and my wife if it was only necessary for me, as MD of the company, to provide security?

11. At paragraph 20 of the second affidavit of SDH it is claimed that the matter of a sum of £1500 not credited to the trading account was dealt with in the letter from Wilde Sapte of 13 June 1985. This complaint was never dealt with by Wilde Sapte, simply brushed aside as if it did not matter. I beg the Court to consider the facts set out in my first affidavit. Three working days after the transfer took place, the £1500 cash was not showing on the Bank computer. Five working days after the transfer the manager maintained his denial of the transaction. Eight working days after the transaction, the manager continued to maintain his denial of the cash transfer and advised that I would have to write it off. Eleven working days after the transfer I produced a receipt for the CASH to the manager. I walked into his office at 12.00 noon on Friday the 13th of July 1984 unannounced. When faced with the proof, the manager covered his head with his hands and slid out of his chair under the desk. For two hours the Bank maintained its stand that there was no cash transfer. I therefore informed the staff in the managers office that all dealings on my accounts would cease from then on. The letter from Wilde Sapte of 13th June 1985 claims the Bank are not to blame! The

Bank had the money, they knew of its whereabouts. No doubt someone in the Bank was “banking” on a good holiday from the proceeds.

THERE IS NO TIME LIMIT ON FRAUD. The bank have defrauded me of money and business, and now their solicitors have submitted a false affidavit.

12. At paragraph 21 of the second affidavit of SDH it is claimed that the Bank co-operated with the police in their investigation. The police investigation was conducted after I had closed my accounts with the Branch and after the Bank had sent to me a final demand for the repayment of the overdraft I had left in lieu of the losses they had caused. The Bank produced to the police a false statement of account exhibited to my first affidavit as Exhibit PT-J1 page 22.. I beg the Court to note that the statement is typed upon a typewriter and has not been produced by the computer. I beg the Court to note that the single sheet statement covers sheets 158 to 165, in other words it covers eight (8) statements over a period from 21st November 1984 to 21st November 1985. I beg the Court to consider the exhibit at page 23, the demand for payment of the overdraft dated 3rd January 1985, the first credit on the statement (Page 22) is dated 2nd January 1985 and therefore none of the monies taken by the Bank and/or their staff have ever been credited to me as they were allegedly “credited” after the demand was issued. The statement submitted to the police does not include all of the missing money.

Should a citizen take any value of goods from a shop without payment, the law would prosecute that citizen for theft irrespective that the citizen gave the goods back or offered to pay for them. The Bank have stolen money from me and caused me loss. By definition of law they are guilty of theft. Such actions by a Limited Company also constitute an offence under the Companies Act and are an act of bankruptcy.

13. At paragraph 22 of the second affidavit of SDH it is claimed that a leaflet I am alleged to have distributed made outrageous allegations concerning the bank. The allegations were made by Time Watch for the BBC and were shown on BBC in a programme called “Banking on Hitler”.

I do not claim that the content matter of the leaflet or the documentary constitute a cause of action against the Bank or a cause to serve a statutory demand. They may however give rise to an action for TREASON. Let the Bank sue for libel if it wishes to contest the issue.

14. At paragraph 23 of the second affidavit of SDH it is claimed that a Company account was established on 20th February 1983. To endorse this claim SDH has exhibited page 7 of the Exhibit

SDH4 which shows a date stamp of the 14th June 1983. I beg the Court to now consider the Advances Application Memorandum exhibited at page 3 of SDH4 and the hand written note at the bottom thereof *“We were told in June ‘83 that the Limited Company had only just then been formed.”* This, together with the evidence of the date stamp on page 7 (14 JUN 1983) would indicate that the form on page seven (7) is a false instrument and that the date of the 20th Feb 1983 was actually put there in June along with the rest of the information on the form. I refer the Court to my first affidavit at paragraph 9 where I was accused of fraudulent trading in March 1983 and the Bank claimed they knew nothing of the incorporation of my business. The Bank now submit evidence to show they opened an account in February 1983. The Bank are relying upon a letter typed on the Banks own headed paper and dated 24th May 1983, which I assert to be a forgery, as tacit proof that I was in agreement with the transfer of limited company funds. Such transfer of funds had been carried on since the 1st of October 1982. Surely if there was an agreement of this sort it would have been signed in October 1982 and on my Company notepaper. If the account was *“properly opened on 20 February 1983”* how do they account for the letter of credit Exhibited to PT-J1 at pages 5,6 & 7 in favour of Denyo Co.Ltd., Japan, and dated the 23rd December 1982 bearing the name of Marine and Industrial Power Supplies Limited. This shows clearly that the Bank were cognisant of the existence of the Limited Company and which invalidates the statements of SDH and the Advances Application memorandum.

SDH refers to a letter from Wilde Sapte dated 13 June 1985 (pages 32 & 33 of SDH2) in which it is claimed to state that *“no cheque book was issued because of the outstanding indebtedness on the business account and in the light of the failure of Mr.Jenkins and his wife to execute a continuing letter of security”*. There are two points of contradiction here. The first being the Exhibit SDH4 page 4, the hand written note that *“the MD would provide the top up security.”* The second being the Banks own letter exhibited at page 2 dated 25 February 1983 to Daltons solicitors of Stamford which states clearly that *“--we do not now wish to progress with our further charge over the property 43 Main Street, Greetham ---”*. It seems from this evidence that there was never any justification as alleged by SDH for not issuing a cheque book upon which to draw from company funds. The Bank sent to me a paying in book for the Limited Company in April 1983 some seven (7) months after the incorporation. My allegation is that the Bank never did *“properly open an account”* as claimed by SDH. A “proper” account can only be one that has the facilities for paying in funds as well as drawing out funds. It is my contention that this was deliberate and wilful abuse of trust.

15. At paragraph 24 of the second affidavit of SDH it is claimed that it is not clear how the sum claimed has been calculated. I beg the Court to consider the Statutory Demand itemising each and every claim, and, the letter which I sent to Wilde Sapte, exhibited to the first affidavit of SDH as

Exhibit SDH2 - pages 30 & 31, dated 29th April 1985. Also exhibited to my first affidavit as Exhibit PT-J1 - pages 26 & 27.

16. There is exhibited to the second affidavit of Simon David Hart a letter from Pricewaterhouse Coopers at page 1 of Exhibit SDH4, from M.J.Moore and dated 30th November 1999. At various times this firm has been known as; Cork Gully, Coopers & Lybrand in correspondence with myself. The letter states “---it is my intention to close the administration of this bankruptcy in January 2000 and return the unresolved property matter to the Official Receiver.” In six months I have not received any correspondence concerning this matter from either the trustee or the Official Receiver. My last correspondence with the trustees was by facsimile on the 17th of April 1998 to which I have never had the courtesy of a reply. Had I known of this development I should not have brought this application before the Court but would have pursued the matter with the Official Receiver.

17. It is my understanding of the law that an affidavit is given under oath or affirmation, and, that an affidavit so deposited with a Court becomes evidence in any subsequent trial. It is also my understanding of the law that to swear a false affidavit is perjury. I also understand that the rules of evidence are quite specific concerning false statements and false evidence. In the case of Myers -v- Elman, House of Lords 1939. “The solicitor cannot simply allow the client to make whatever affidavit of documents he thinks fit nor can he escape the responsibility of careful investigation or supervision.” This precedent would apply to all affidavits.

18. I make this affidavit in order to place on record with the Court my objection to the second affidavit of Simon David Hart of Denton Wilde Sapte and to ensure that the inaccuracies contained therein do not affect the facts in future litigation.

AND I MAKE THIS SOLEMN AFFIDAVIT conscientiously believing the same to be true.

AFFIRMED AT)
)
in the County of)
)
This **day of** **2000**)

Before me,

Name of Deponent: Paul Talbot-Jenkins BSc(Hons).

No. of Affidavit: Second.

HC No. 7640/99

IN THE HIGH COURT OF JUSTICE

CHANCERY DIVISION

COMPANIES COURT

BETWEEN:-

PAUL TALBOT-JENKINS

Creditor

-AND-

NATIONAL WESTMINSTER BANK PLC

Debtor

SECOND AFFIDAVIT OF
PAUL TALBOT-JENKINS

Paul Talbot-Jenkins BSc(Hons)
43 Main Street,
Greetham,
Oakham,
Rutland, LE15 7NJ.

**HOME FARM,
MAIN STREET,
GREETHAM,
OAKHAM,
RUTLAND LE15 7NJ.**

TEL/FAX 01572 812042

The Court Manager,
Chancery Chambers,
Thomas More Building,
The Royal Courts of Justice,
Strand,
London WC2A 3LL.

07 MAY 2000

Sir,

Re: Paul Talbot-Jenkins -v- National Westminster Bank Plc.
Case No. 007640 of 1999

I write regarding the application hearing on Wednesday 3rd May 2000 at which Mr. Justice Evans-Lombe dismissed my application on the grounds that the action was vested in the Official Receiver and that I should not have begun proceedings against the Bank except through the Official Receiver.

Unfortunately, the order for the dismissal that I received from the Court did not include the reasons for the dismissal. I will be obliged, therefore, if you will amend the order accordingly. In the alternative, a transcript of the judge's reasons for the decision will suffice.

I was unaware, until I received the 2nd affidavit and exhibits attached thereto from the Bank's solicitors on Monday 1st of May 2000, that the trustees had passed the property dispute back to the Official Receiver.

From the letter exhibited to the 2nd affidavit it would appear that the Bank's solicitors knew of the situation at the end of November 1999. Neither the solicitors, nor the trustees, nor the Official Receiver informed me of the situation. I have had no correspondence from the Official Receiver whatsoever, and, I was prevented from bringing this and other inaccuracies in the Bank's affidavit to the attention of the Court. I consider this to be an abuse of my rights.

I ask the Court to stay the order for costs until this matter is resolved with the Official Receiver.

Yours faithfully,

P. Talbot-Jenkins. BSc(Hons)

**HOME FARM,
MAIN STREET,
GREETHAM,
OAKHAM,
RUTLAND LE15 7NJ.**

TEL/FAX 01572 812042

Denton Wilde Sapte,
Five Chancery Lane,
Clifford's Inn,
London EC4A 1BU.

22 MAY 00

Your Ref: STH/MSG/57787.01057

Dear Sir,

MYSELF -V- NATIONAL WESTMINSTER BANK PLC.

I am in receipt of your letter of the 18th May 2000.

Unfortunately the Order of the Court has not been perfected. The reason for the judge's decision is not included on the order and I have asked the court for this to be amended.

From various communications with the Court it seems that the case number appearing on the order is also incorrect, and that there is no record of the hearing. I have asked the Court to stay the costs Order

I am enclosing a copy of an affidavit which you will see endeavours to correct the errors of your previous affidavit placed before the court. I am sure you appreciate the consequences of placing on the Court record a false document, which attempts to make other documents false.

The letter from Pricewaterhouse Coopers, exhibited to your second affidavit, prompted a letter to the Official Receiver and to Pricewaterhouse Coopers. To date I have received only a response from the Official Receiver, dated 15th May 2000: "*Please note that the Trustee has not yet obtained his release in this matter and therefore your complaint should be dealt with by Mr.Moore.*"

Once I have the amended Order with the correct Court reference, I shall submit a formal application for a stay.

Yours faithfully,

P. Talbot-Jenkins BSc.(Hons)