



Neutral Citation Number: [2024] EWHC 1092 (KB) Case Nos: KB-2023-003170, KB2023-003506, KB-2023-004578

IN THE HIGH COURT OF JUSTICE
KING'S BENCH DIVISION

Royal Courts of Justice Strand, London, WC2A 2LL

Date: 9 May 2024

Before :

MASTER GIDDEN

Between :

**Iain Clifford Stamp and others
as set out in the above claim
forms**

Claimants

- and -

Capital Home Loans Limited T/A CHL Mortgages

-and-

Lloyds Bank PLC

(incorrectly sued as Lloyds Bank UK PLC)

-and-

Bank of Scotland PLC T/A Halifax

(incorrectly sued as HALIFAX PLC)

Defendants

Mr Whitworth and Mr LeClere appeared in person as **Claimants**
Mr William Hibbert (instructed by **Walker Morris LLP**) for **CHL Mortgages**
Mr Thomas Samuels (instructed by **TLT LLP**) for **Lloyds Bank PLC** and **Halifax**

Hearing date: 26 April 2024

Approved Judgment

This judgment was handed down remotely at 10.30am on 9 May 2024 by circulation to the parties or their representatives by e-mail and by release to the National Archives (see eg <https://www.bailii.org/ew/cases/EWCA/Civ/2022/1169.html>).

Master Gidden:

1. These three claims ('the claims') and the applications arising in them were considered together at a hearing at which they were understood to represent a much larger group of claims, ('the large group of claims'), now numbering over two hundred, which are substantially the same and in many instances are identical in the arguments advanced and the language used to make them. Some, mostly those first to emerge, have been struck out by the Court of its own motion. The remainder have been stayed pending the provision of information that the Court sought by order on 1 December 2023 in four specific cases. That information has not been forthcoming and so all claims remain stayed pending the hearing of the three applications arising in the present three cases. These applications are representative of similar applications to set aside orders previously made to strike out claims, or for them to be stayed.
2. The outcome of the applications now before the Court is that all three claims are to be struck out. This outcome is not just a justification of the Defendants, it is also a mercy to Claimants who appear to have invested much in claims that are founded upon false learning and false hope. No one wants to be taken in by such things any longer than is really necessary. There are often understandable reasons why people are taken in, particularly where their circumstances are difficult and the temptation exists to seek a prize or windfall which others in better circumstances may not be distracted by. But once a deceit is exposed, however disagreeable this may be, it is better to shake dust from feet and move on. In these claims, and the far greater number they represent, the prize has appeared to be to recover compensation equal to the value of a mortgage, and better still the value of the property against which it is secured, as a consequence of a mortgage lender transferring the mortgage debt owed, to them, to a third party. It is to all intents and purposes a 'get-rich-quick' scheme. Only it is nothing of the sort because the arguments that it relies upon, and which have clearly been made available to people to widely adopt, are so misconceived as to be fundamentally wrong. This deceit is all the uglier because the material that forms the building blocks of the claims (and the large group of claims) is a nonsensical and harmful mix of legal words, terms, maxims, extracts and statutes which are designed to look and sound good, at least to some. But they stand only as an approximation of a claim in law, a parody of the real thing. This is not only harmful to those finding themselves relying upon this material but, given the scale of that reliance and the volume of cases generated, it unjustifiably draws heavily upon the resources of the Court. Because these resources are publicly funded they are finite and need to be properly managed so that they are available to all users of the Court, and in fair measure.
3. At the hearing two of the Claimants were present and a third, Mr Stamp, was not, having emailed the Court on 23 April 2024 to confirm that he was beyond the seas and that he relied upon the documents he had already delivered to the Court. Those present appeared in person and it is understood that there are no solicitors on record for any Claimant in any of the two hundred or more cases of this sort. This fact tells its own story as will be seen. Reasons were given for striking out all three claims with

costs being awarded against the Claimants as not unreasonably sought by Defendants who have been put to task and expense by them. None the less a written judgment was also requested, and for good reason as will be apparent, if it is not already. The claims are an abuse of the Court on a number of levels.

The Claims

4. Mr Stamp's claim was issued on 6 July 2023. His wish is to receive damages of around £265,000 with interest at 8%.
5. The claim form is accompanied by separate particulars of claim as well as a witness statement from the Claimant the lucidity of which is rarely matched amongst the other documents that are relied upon. Mr Stamp complains that the mortgage he agreed with the Defendant, CHL, was 'miss- sold' to him because CHL went on to assign or transfer its interest in the mortgage to a third party, a so- called (in banking parlance) Special Purpose Vehicle (the 'SPV'). By this Mr Stamp alleges CHL sought unjust enrichment although no particulars of such, in law or fact, are given. Mr Stamp refers to this activity by CHL as "legal manoeuvres" which is a description we see repeated in other claims. He maintains that the result is that he now has no contract with CHL but only a contract with the SPV. He contends the assignment of the mortgage to have been a 'true sale' of the mortgage and to have been unlawfully concealed by CHL, for tax-avoidance purposes, from both himself as borrower and HM Land Registry. By this concealment "the world remains ignorant of these events" is how Mr Stamp describes this (a description relied upon by all three claimants) and CHL are said to be in breach of section 33 of the Land Registration Act 1925.
6. It is further alleged that CHL's conduct has been a "violation of fundamental constitutional rights". This assertion relies upon the Magna Carta, the Petition of Right 1628, the Treaty of Ripon 1640, Habeus Corpus Act 1679, the Coronation Oath Act 1688, the Bill of Rights 1689, the Act of Settlement 1701, the Treason Act 1795, the Judicature Act 1873, and on to the Human Rights Act 1998, the Equality Act 2010, The European Union Act 2018 and concludes with the flourish *Nemo me impune lacessit* in a witting, or unwitting, nod to the fearsome history of service proudly borne by the Scots Guards. It is not explained how this long list establishes a violation of Mr Stamp's rights under the mortgage he agreed with CHL. It is difficult to see how mention of so many elderly statutes was intended to persuade the Court to find in Mr Stamp's favour. It is more likely that it was intended to sound credible and to encourage others to rely upon material like it in making a similar claim. If this is so, then the intention is a deceitful one.
7. Mr Whitworth's claim was issued on 13 September 2023. His wish is to receive damages of around £712,000.
8. The claim was accompanied by Particulars of Claim and supported by a statement that included a statement of truth signed by Mr Whitworth (albeit not in compliance with CPR 22PD.2). Much of the claim form is identical to that presented by Mr Stamp. The Particulars complain of a "true sale of my mortgage" by the Defendant, Lloyds Bank ('Lloyds') by which is meant an assignment of the mortgage by Lloyds, to a Special Purpose Vehicle, a 'securitisation' which Mr Whitworth says was concealed from him; and so "the world remains ignorant of these events". It is alleged that following

these “legal manoeuvres” Mr Whitworth, “never had and no longer has”, a contract with Lloyds. It is contended therefore that Mr Whitworth’s mortgage was thereby “mis-sold” to him and Lloyds proceeded to unjust enrichment, and that he is a victim of an unlawful act with Lloyds having violated his “fundamental constitutional rights”. Like Mr Stamp, Mr Whitworth pins his hopes on the Magna Carta, the Petition of Right 1628, the Treaty of Ripon 1640, Coronation Oath Act 1688, the Bill of Rights 1689, the Act of Settlement 1701, the Treason Act 1795, the Judicature Act 1873, and so on to the Human Rights Act 1998. The Defendant points out that there is no obvious connection between this long list of legislation and any dispute between Mr Whitworth and Lloyds.

9. The third claim is that of Mr Le Clere. It was issued on 7 December 2023 and accompanied by Particulars of Claim running to 10 pages with a statement of truth. He too complains of the, now familiar, “legal manoeuvres” by the Defendant, the Bank of Scotland (‘BoS’), whereby assignments of the mortgage took place to a third party, as part of a securitisation of the debt owed to the bank. It is contended that these assignments were deliberately concealed from Mr Le Clere and HM Land Registry. It is alleged that the assignments that took place were illegal, fraudulent and criminal, or at least that they *might* have been. But Mr Le Clere, who is clearly a man not short of curiosity or ability, does have to accept that he does not actually know these things to be true. He also accepts that in this regard his claim is a speculative one. He says that he has asked to see the contract, and deed of assignment and indemnity insurance that relate to his mortgage and that he has not received the full provision of documents from the Defendant that he was expecting and that would put his mind to rest. All of this he characterises as a violation of his fundamental constitutional rights and as a failure by BoS to exercise its public duty, or function, thereby “bringing the administration of justice into disrepute”. He complains of a decision that was incorrect by reason of procedural irregularity and decision-making that took into account improper considerations and entirely missed relevant ones. The impugned decision itself though is not identified. Among others he relies upon the Magna Carta 1297, the Bill of Rights 1689, the Scottish Claim of Right Act 1689, the Union with Scotland Act 1706, Parliament Acts 1911 and 1949, the European Communities Act 1972 and Government of Wales Acts 1998 and 2006.
10. Mr Le Clere acknowledges that without the mortgage he had agreed with BoS in 2000 he would not have been able to purchase 35 Gretton Road. He also accepts that the mortgage was indeed a debt he owed BoS and that it was repaid, in full, around 2009 upon his sale of the property. Along the way Mr Clere made all the payments he was required to make to BoS. It seems he was a model mortgagor and the loan transaction worked as it should, for the benefit of lender and borrower. Although Mr Le Clere remains anxious he confirms that since 2009 no further payment in respect of the mortgage has been asked of him. None the less, he sees himself as a victim of an unlawful act and maintains that he has suffered loss. He values this loss at around £1.1m, this being the value of 35 Gretton Road, at an unknown time, plus interest at 8%. He explains this by contending that following the assignments that he worries *may* have taken place he continued to pay instalments on a mortgage debt to a lender that he worries *may* no longer have been entitled to receive such payments and that he thereby “lost opportunities to do other things”, as he puts it.

The Mortgages

11. Mr Stamp entered into his mortgage with CHL in July 2006. He maintains that this enabled him to borrow £90,000 which is at variance with the Defendant's value of the loan at £265,625. The mortgage, which Mr Stamp agreed to, enabled him to complete the purchase of 2 Victory House for £312,500 which he went on to sell in 2016 for £350,000. He tells us that through the lifetime of the mortgage he paid all the instalments that were due to be paid by him. The Defendant's records show the mortgage to have been redeemed in October 2016 which is now 7 and a half years ago.

Mr Kelsall on behalf of CHL tells us that at no time did CHL sell or transfer its legal interest in the mortgage.

12. Mr Whitworth initially borrowed £155,000 from the Lloyds in October 2001. This enabled the purchase of a property in Oxfordshire. A further £73,000 was advanced, and secured on this property, in June 2003. Lloyds agreed to receive payment of interest only and regular payments continued throughout the lifetime of the mortgage until 2022. Lloyds say there are now payment arrears of over £16,000. According to the bank's records a securitisation of Mr Whitworth's mortgage took place in October 2018.
13. Mr Le Clere applied for a mortgage with BoS, in early 2000 and used the agreed loan of £195,000 in relation to his ownership of a property in Corby. The agreed term was 20 years but in the event the mortgage was redeemed in 2009, some 14 years ago. The BoS evidence is that there is no record of it having assigned the legal title to the mortgage to anyone at any time.

The proceedings to date

14. The first claim in time is that brought by Mr Stamp. It was issued on 6 July 2023. Like Mr Whitworth and Mr Clere he benefitted from the remission of Court fees which means the £10,000 fee to issue the claim was waived or effectively met by the public purse. A great many others amongst the large group of claims have been permitted to do the same. But not all. Some claimants have not been so accommodated and they can rightly feel aggrieved at having been led into significant and wasteful expenditure, and loss, in pursuing forlorn claims that will yield them no return.
15. On 12 October 2023 CHL applied for an order striking out Mr Stamp's claim and/or for summary judgment.
16. Having been issued in September 2023, Mr Whitworth's claim came before Master Thornett in October 2023 and an order was made that Mr Whitworth's claim be struck out as totally without merit. Mr Whitworth issued an application seeking to set this order aside on 22 November 2023. The application was accompanied by a document headed "*Order*" which was essentially a witness statement signed by Mr Whitworth but not affirmed by a statement of truth. The Court made a further order on 1 December 2023 requiring Mr Whitworth, and the Claimants in three other claims, to file a statement by 22 December 2023 addressing the Court's concerns that its procedures were being abused. Mr Whitworth has confirmed that he failed to comply with this order.

17. By order of 19 December 2023 the Court of its own motion ordered that the claim presented by Mr Le Clere and issued on 7 December 2023 be stayed pending further order. On 20 February 2024 Mr Le Clere filed an application seeking to set aside the order of 19 December 2023 and to lift the stay of his claim.

Further Common features

18. It will already be apparent that there are a number of common themes and features to all three claims. Some have been noted already. In addition each describes the defendant as having failed to make a satisfactory response to a data subject access request, by

which each claimant reports having sought signed copies of the mortgage agreement, the deed of assignment and evidence of indemnity insurance. Each claimant concludes that this failure points to the mortgage they entered into having been “mis-sold”. To the same effect reliance is also placed on a Memorandum dated 1 April 2009 setting out evidence received by a House of Commons Treasury Committee from a Ms. Carmel Butler. This contains a number of personal observations by the author and general assertions about historic and regulatory issues in the banking sector. It is put forward as being authority for a number of propositions, not least for securitisation “many times” in Mr Clere’s claim, but, as the Defendants rightly contend, it has no authoritative status before this Court. Mr Stamp also relies upon Chitty on Contracts. Many people do. This includes Mr Whitworth and Mr Le Clere. The very same extracts in fact, from the 27th (1994) Edition although these add little to build an understanding of the claims the Defendants are called to answer.

The Strike out application

19. The CHL application was to strike out Mr Stamp’s Claim Form and the Particulars of Claim under CPR 3.4(2) on the grounds that:
- i) That the statements of case disclose no reasonable ground for bringing the claim, because they are incoherent and make no sense and/or do not disclose any legally recognisable claim; and/or
 - ii) They are an abuse of the court’s process or otherwise likely to obstruct the just disposal of the proceedings, being obviously ill-founded and/or vague or incoherent and so badly drafted that they do not make clear the case CHL has to meet;
 - iii) There has been a failure to comply with the CPR, namely the Claim Form and the Particulars of Claim fail to contain a concise statement of the nature of the claim and of the facts on which the C relies (required by CPR 16.2(1)(a) and 16.4(1)(a)).
20. Mr Stamp’s claim is entirely misconceived. It is difficult to see how an application by a defendant to strike out a claim like this could not succeed. The CHL application is supported by evidence which draws upon the Defendant’s computerised records and confirms the relevant details that appeared on the register of title maintained by HM Land Registry and guaranteed by HM Government. In particular, the Defendant was named as the registered proprietor of the charge created by the mortgage which Mr Stamp agreed with CHL. Mr Kelsall’s evidence confirms that the Defendant did not sell or transfer its legal interest in Mr Stamp’s mortgage at any time throughout the

lifetime of the mortgage. In light of this, the fact that the Defendant was registered as the legal owner of the mortgage is all that Mr Stamp or anyone else had to be concerned with. Being registered as the legal owner of the mortgage and remaining registered as the owner is sufficient for CHL to continue as the mortgagee to whom Mr Stamp was required to make all payments that he was contractually obliged to make, and in fact did make.

21. Whilst CHL accept that at one stage an assignment of the equitable or beneficial interest did take place this was not a registrable event for the purposes of land registration as a consequence of section 27 of the Land Registration Act 2002 (and section 33 of the

Land Registration Act 1925 that it replaced and to which Mr Stamp has referred). This provides that if a disposition of a registered estate is required to be registered, in order to be completed, then it does not operate at law until such time as the requirements of registration are properly met. This reflects the fundamental distinction between legal title and beneficial interest. Until the registration of legal title actually takes place all that can be transferred is a beneficial interest, an interest not in law but in equity, and this in itself is not a disposition or registrable event. This was considered by the Court of Appeal in *Paragon Finance PLC -v- Pender and another* [2005] 1 WLR 3412 which confirms that as registered proprietor of a mortgage the party registered as such retains legal ownership of it as long as that party remains the registered proprietor. One incident or feature of this, in relation to a legal charge on a property, is the right to receive the payments that the mortgagor or borrower has agreed to make. There is therefore no question of the contract between borrower and lender coming to an end as Mr Stamp has contended or indeed of the lender no longer being entitled to receive payments from the borrower. Even less is there any truth in the lie that consequent upon a lender's assignment of a beneficial interest the borrower may be entitled to compensation equivalent in value to the payments made under the mortgage or to the value of the property against which the mortgage is secured.

22. Another way of understanding this is to recognise that until such time as there was a change in the legal ownership of the mortgage there could be no change in the relationship between Mr Stamp and CHL; they remained the party receiving the loan and the party making it, debtor and creditor, with all the obligations to one another that they had agreed to. Section 58 of the Land Registration Act 2002 makes the matter of registration conclusive by providing that the register of title is conclusive as to the proprietor of a registered legal estate. In other words, a registered legal estate is deemed to be vested in the registered proprietor since the register is conclusive. As noted, this is because the only relevant obligation that arises is to register the assignment of the legal title to the mortgage. There is no obligation to register the agreement to assign that, by itself, remains no more than a beneficial interest in the mortgage since the party to which it is agreed the assignment will be made may not register it or indeed any beneficial interest arising from it. Not attempting to register something which cannot be registered is not, as Mr Stamp alleges, concealment.
23. In all the circumstances Mr Stamp's claim ought properly to be described as incoherent and making no sense and/or failing to disclose a legally recognisable claim. For these very reasons CPR 3.4(2)(a) caters for such claims in providing for them to be struck out. Further CPR 3.4(2)(b) provides for a claim to be struck out where the Court considers it an abuse of process or otherwise likely to obstruct the

just disposal of the proceedings. This ground for striking out includes statements of case which are unreasonably vague or incoherent and indeed so badly drafted that they do not make clear the case the defendant has to meet. A claim like Mr Stamp's, that asserts "I exercise my constitutional rights, Magna Carta 1215, Petition of Right 1628, Treaty of Ripon 1640, Habeas Corpus Act 1679, Coronation Oath 1688, Bill of Rights 1689, Act of Settlement 1701, Treason Act 1795...", and more, amongst others, is unlikely to pass scrutiny when challenged. Likewise, particulars of claim that contend "the problem is that wartime legislation has not required any change which deals with the Courts and constitution. They still have all the methods of judicial control; what has changed have been the powers of Government", with no reference to the facts or matters supposedly in dispute between the parties. No defendant to a claim like this can reasonably be expected to understand what the relevance of these passages might be and what it is they have to answer. Even less may the Court see a way in which it might begin to justify a claimant who relies upon this. For these reasons the application to strike out the claim must succeed.

Mr Whitworth's Application to set aside the order striking out the claim.

24. There are patently no sufficient or proper reasons to set aside the order already made to strike out this claim and the application must be dismissed. When asked to explain his claim and the various assertions made in it, Mr Whitworth was unable to do so. He appeared to be unfamiliar with a lot of the material that he was supposedly relying upon. Aside from the names of the parties, addresses and dates of birth, and valuation of property, Mr Whitworth's claim form and particulars are identical to those presented by Mr Stamp. Mr Whitworth failed to explain these similarities when ordered to do so in December 2023 but at the hearing conceded he had paid £1,000 to a company known as Matrix Freedom, of which Mr Stamp is apparently a director, to help with the application to set aside the order striking out the claim. It was not clear if Mr Whitworth had made other payments but he explained that he had an agreement with Matrix Freedom to pay them 10% of any compensation that he secured in bringing the claim. The Defendant contends that the claim is an abuse of the Court's process. The force of this is not lost on the Court and echoes the concerns which the order of 1 December 2023 addressed in giving the claimants named therein every opportunity to assist the Court with. None has done so.
25. Putting all this aside it is accepted that Mr Whitworth's mortgage was securitised by Lloyds, and in so far as this was done without notice to Mr Whitworth the only consequence is that this was an assignment of an equitable interest with procedural consequences only as identified in *Promontoria (Oak) Ltd v Emanuel* [2022] 1 WLR 2004, [116]-[118]. Certainly there is no basis on which to assert a claim for damages as a result, and still less damages equivalent to the value of the property in question. In repeating Mr Stamp's claim, Mr Whitworth's position appears to be that a failure to register the securitisation with HM Land Registry extinguished Lloyds' relationship with him. This is not so for the reasons identified in relation to Mr Stamp's claim and Lloyds (as transferor) would have retained legal ownership and all rights and remedies in line with their legal title. In all the circumstances the claim was very properly struck out by order of 23 October 2023 and the application to set aside that order must fail.

Mr Clere's application

26. The Particulars of Claim relied upon by Mr Le Clere are materially identical to those advanced by Mr Stamp and Mr Whitworth. In contrast to these claims however BoS has no record of any assignment of Mr Le Clere's mortgage. The assertion made by Mr Le Clere was the "mortgage agreement had been securitised many times without any form of notice", but the sole basis for this appears to be the Memorandum of Ms. Carmel Butler. Mr Le Clere conceded that this document makes no specific or direct reference to his mortgage and that in fact he did not know whether the mortgage had been assigned. He stood on the position that this might have happened but accepted that his claim was therefore speculative. He still felt he had suffered loss but was unable to explain this. Although no application to strike out his claim has been made by BoS, it was submitted that it would be appropriate for the Court to do so given the opportunity to make representations that Mr Le Clere had now had and that it would be wasteful for

the parties to have to return to Court to consider the merit of Mr Le Clere's Claim on a further occasion. I take the view that consequent upon Mr Le Clere's application failing to establish any proper grounds to set aside the order staying his claim, the course most consistent with the overriding objective is to strike out the claim as disclosing no reasonable grounds for bringing it and/or it being an abuse of process.

27. The Defendants are respectively entitled to the costs of their attendance at this hearing which they seek and the summary assessment of these is reflected in the order that is made.
28. In light of this judgment further orders will now be made in the large group of claims.

Abuse of the Court and its procedures

29. The Court has an extensive and inherent jurisdiction to prevent its own procedures being abused. It is in the interests of all Court users that the Court takes proper steps to oversee the efficient administration of justice and to make sure that the procedures for such are not abused. When claims are an abuse this inevitably leads to disruption of the Court and the diversion of its resources. These are things that the Court must be expected to have proper concern for and which those who approach the Court for justice should share a concern for. This is particularly so where, as here, a large number of claims are presented to the Court over a short period of time and where on their face they take hopeless points and advance futile arguments that cast grave doubt on the intentions of those bringing them. Regrettably this is the backdrop to the orders that have been made to date in relation to the present claims and the large group of claims and this remains the backdrop.

Contempt of Court

30. It is a contempt of Court for any person to do any act in the purported exercise of a right to conduct litigation where none exists or has been sought or conferred. It is central to the efficient administration of justice that the Court takes a firm line with any person who appears to offer services to litigants in the higher courts where that person does not have the disciplines and competence of those who are professionally qualified and members of an appropriate professional body.

31. The present claims and the larger group of claims feature over two hundred claimants, apparently acting in person and sharing a near miraculous uniformity of common purpose, style and prose. In the absence of greater explanation than has so far been made available, they have the appearance of involving a person, or more likely persons, whose involvement may well amount to the conduct of litigation and a conduct that is likely to be a contempt of this Court. It is worth being clear; this is potentially criminal conduct.
32. With such claims there must inevitably be doubts as to the competence of anyone having an unaccounted involvement with, or co-ordination, of them. Such doubts arise in relation to the present claims and the large group of claims of which they are representative.
33. Mr Whitworth was one of those who failed to help the Court when asked to do so in December 2023. In his own way he made some amends at the hearing by acknowledging that much of the claim was not his own work, that he did not really understand what he was asked to explain of the claim or his application, and that he had made at least one payment to Matrix Freedom in connection with the claim.
34. For his part Mr Le Clere maintained that whilst he had heard of Matrix Freedom, and the Freemen on the Land Movement who appear to share some similarities of approach with Matrix Freedom, his only help had come from another claimant in the large group of claims, Deborah Stone, who had directed him towards templates that could be found on the internet and used to bring his claim. He admitted that the claim form and particulars of claim that he relies upon are two such templates and that when he was shown these he thought them really rather good; all of which reinforces the concerns the Court has.
35. Mr Stamp was not present to speak to any of this although it is possible that he may have anticipated having to do so. In separate current proceedings in this Court Mr Stamp describes himself as “the founder, driving force, and Chairman of Matrix Freedom, a private members association with over 50,000 members” and states that he employs “a full-time staff of over forty individuals to support the services required by my members”. Mr Stamp has at least four other claims that are currently before this Court. In these he appears to be active in pursuing defendants who hold unfavourable views about the products and services that are available from Matrix Freedom or as to the nature of the business and how it should be treated, amongst other things, for credit and tax purposes.
36. In December 2023 five claimants, Stuart Whitworth, Susan Hall, Antony Craig, Elizabeth Craig and Josephine Payge were ordered to file a statement that explained to the Court why the claim form and particulars of claim they relied upon were in identical terms, to identify any person or persons who had purported to provide advice and assistance to them at any stage in preparing, presenting and progressing their claims. No sanction was provided in the order for non-compliance with this direction, as it might have been, since the Court’s intention was to share its concerns and seek assistance from those coming to it for justice. It was explained that the five Claimants were being given an opportunity to help the Court by providing explanation which the Court sought in light of the concerns it had identified and that the Court would take stock of all the information the Claimants helpfully and candidly were able to provide in arriving at such further directions as may then be required. The expectation that

parties to justice will help the Court with the work of justice is clearly and simply reflected in CPR 1.3. The Court has its task in these things and the parties have theirs but fundamentally parties should be seeking to be involved in the plans and work towards justice that the Court directs in any given case, and they should be seeking to play their part and to complete the work of justice that they are given to do. Litigants that fail to do this all too often fall into the trap of seeing themselves contesting cases not just with their opponents in the proceedings but with the Court as well. This approach helps no one and the causes it serves have nothing to do with justice.

37. The totality of claims that are the subject of this judgment have not revealed the full extent of the source, and nature, of encouragement and co-ordination that lies behind them but there is every appearance of deceit, of abuse and contempt of Court, and it is a matter of time before a full picture of these comes to light. Anyone drawn into bringing claims like this should be cautious. Those that promote them are duly warned. Claims that are presented with these characteristics can expect the Court's mercy and forbearance to be particularly limited. Claimants that are unable to explain the meaning of words that they appear to rely upon can expect to be frustrated and to lose money in the payment of fees that cannot be recovered and in costs ordered against them. Claimants that rely upon stock templates that are purchased by or given to them and that are nonsensical can expect to incur the Court's displeasure. Those indifferent towards wasting the Court's resources can anticipate having claims stayed or struck out and costs ordered against them. Claims listing elderly statutes and home-made legal labels and maxims can expect to be identified as being totally without merit. Those failing to comply with orders directing them in ways clearly aimed at providing assistance to the Court cannot expect to cast themselves in the light of being genuine and credible parties to justice. Those that pursue abusive claims can expect to be made the subject of orders that curtail their ability to adversely impact upon the proper and efficient administration of justice.
38. It follows that any further claims presented to the Court that bear the hallmarks of the claims that are the subject of this judgment will not be issued.