

Witness Statement (CJ Act 1967, s.9 MC Act 1980, s.102 MC Rules 1981, r.70)

Statement of Paul Talbot-Jenkins. BSc(Hons). Age Over 21.

Occupation: Aerospace Design and Development Engineer.

This statement (Consisting of....6.....pages each signed by me) is true to the best of my knowledge and belief and I make it knowing that, if it is tendered in evidence I shall be liable to prosecution if I have wilfully stated false information.

Signature.....Witness Signature.....

Date.....

1 I, Paul Talbot Jenkins, Bachelor of Science, of 43 Main Street, Greetham, Oakham in the county of
2 Rutland, hereby make the following statement for the purpose of bringing criminal charges against
3 Daltons solicitors of Stamford, solicitors Messrs Mills and Reeve of Norwich, the National West-
4 minster Bank Plc and solicitors Denton Wilde Sapte of London, for alleged fraud, theft, deception,
5 conspiracy to defraud and breach of trust
6 This statement concerns (a) matters involving fraud, abuse of trust, theft of funds and general
7 dishonesty in the conduct of business by the National Westminster Bank Plc., (the Bank) of High
8 Street, Stamford in the county of Lincolnshire, its manager and staff. (b) Dishonesty, deception,
9 fraud, perjury and falsification of evidence by Daltons solicitors of Stamford in Lincolnshire.
10 (c) Perjury and making a false affidavit, by solicitors Denton Wilde Sapte, with the intention of
11 making false other documents submitted in evidence in the High Court, Royal Courts of Justice,
12 Strand, London to be used at a hearing on May 7th 2000.
13 In August 1977 I was persuaded by the manager of the Bank, one Kenneth Broughton, to pay over
14 the sum of £1000, (one thousand pounds) to the account of one Kenneth Clipston, on the promise
15 that the said Clipston would return to my property to finish renovation works. The said Clipston did
16 not complete the work, having been paid almost the entire contract price of £5,800. The said
17 Broughton knew of the financial affairs of the said Clipston that he was in severe financial difficul-
18 ties and trading while insolvent, he also knew that there were several County Court writs against
19 Clipston.
20 In or about July 1980, the said manager Broughton agreed to lend me a sum of money in order to
21 repair fire damage occasioned by the said Clipston and his subcontractors. The loan was secured by
22 a second charge registered at the Land Registry in favour of the Bank.
23 On or about the 3rd of December 1982, solicitors Daltons of Stamford, arranged a first mortgage
24 on the property at 43 Main Street Greetham. The purpose of the mortgage was to settle the loan
25 with the Bank and settle a previous mortgage. The said solicitors raised an invoice, number 82-
26 1232 for professional charges relating to the mortgage and for removing the second charge in
27 favour of the Bank. The said solicitors deducted payment for the invoice from the mortgage monies.
28 In 1992 during a search of the Land Registry records it was discovered that the second charge of
29 1980 had not so been removed, and was still a registered charge on the property.
30 In September 1982 I incorporated my business as a limited liability company under the Companies

Signature.....

Witness Signature.....

1 Act. The Bank was requested to transfer the business account to a new account in the company
2 name. The Bank was given all the necessary documentation for their records. From October 1st
3 1982, all transactions were conducted under the limited company name. When the first cheques
4 bearing the limited company name were presented to the Bank for credit to the company account,
5 I was informed that an account had not yet been opened. The manager of the Bank advised me that
6 the Bank would credit the cheques to the old 'sole trader' account until the new account was
7 opened. Relying on the advice of the manager, Broughton, I continued to pay cheques into the
8 'unlimited' account. The Bank had signed and stamped the certificate of incorporation in September
9 1982. In March 1983 when presenting cheques for credit to the 'sole trader' business account, I
10 was invited into the managers office where I was accused of trading fraudulently. A book was
11 shown to me open at a specific section dealing with the offence of 'fraudulent conversion'. The
12 assistant manager, one Lee Hilton, denied all knowledge of the incorporation of the business. I
13 offered two instances of proof. The first being the certificate of incorporation stamped and signed
14 by the Bank. The second being a letter of credit opened by the Bank in favour of a Japanese
15 company supplying my company with equipment. The letter of credit had been opened in Decem-
16 ber 1982 in the name of the limited company. There is on record a letter typed on the Banks own
17 headed note paper to the effect that I authorised the Bank to credit limited company cheques to a
18 private account. The letter is alleged to have my signature. It is a forgery.
19 Confronted with this documentary proof, the Bank hurriedly established an account. No cheque book
20 was ever issued for the account. During my trading as a sole proprietor I had accumulated substantial
21 stocks of goods and equipment to the value of about £28,000. I also had monthly trading accounts
22 owing me a further £25,000. My intention was to collect in the debts as they became due, for credit to
23 my sole trader account. Any stock which I owned prior to the incorporation of the business would be
24 sold to the company as and when the company received orders. The company would then pay me the
25 invoiced value while retaining the profit in the company account. The company required no overdraft
26 facility at the time. I had spent considerable time and effort cultivating a customer from Kuwait for
27 the sale of marine engines. The first order placed by this customer was financed by a letter of credit
28 which was processed through Barclays International at Nottingham. The proceeds of the letter of
29 credit were credited to the limited company account. Having no cheque book by which to access the
30 company funds I was now severely embarrassed when I was advised by the Bank that I did not have
31 sufficient funds in the "sole trader" account to meet a cash cheque I presented for withdrawal.
32 At this time there were numerous instances where the Bank returned cheques drawn on my accounts
33 with the usual instructions 'Refer to drawer' and subsequently to honour the cheques all on the same
34 day, then to charge the accounts with a fee. All this appears to do is discredit the customer and levy
35 additional income for the Bank. Such an occasion happened when I presented a cheque for credit to my
36 private account for £747.50. Knowing that the proceeds of a letter of credit for some £11,800 had been
37 credited to my company account the previous week, and which should have been transferred to the sole
38 trader account under the Bank agreement, I presented two cheques for cash withdrawals with a com-
39 bined value of around £900. The clerk advised that there were not sufficient funds available to meet the
40 cheques. I enquired as to the whereabouts of the £11,800. The clerk advised that there was no such sum
41 in my account. The Bank was full of customers and I was extremely embarrassed by the situation. For
42 some reason there appeared to be no record of the missing money which reappeared miraculously later

Signature.....	Witness Signature.....
----------------	------------------------

1 the same day. The money had been concealed for 11 days.
2 The business had a customer in Guyana with whom a large export order was being negotiated. The
3 value of the order was £68,000 comprising 25 in number 25 Kilowatt diesel generator sets. The
4 voltage and frequency of the mains supply in Guyana is 220/127 volts 60Hz. The customer asked for
5 good second hand machines based on Lister HR3 air cooled engines. In stock there was one unused
6 alternator of the correct voltage which had been purchased from a customer who had had an order
7 cancelled. The Guyana customer wanted me to ship one machine immediately and the balance to
8 follow. He left me with £1000 in cash as a deposit promising to transfer the balance on the first
9 machine of £1500 through his bank in London. A ship was due to sail the following week. The
10 generator was completed, packed in a large wooden packing case ready for transport to Felixtowe
11 docks. The ship was scheduled to sail on the Friday and the generator had to be at the docks by
12 Thursday at the latest. On Tuesday the 26th of June 1984 a cheque was paid into the Kensington High
13 Street branch of the National Westminster Bank for the sum of £1500 for direct credit transfer to the
14 business account in Stamford. The Kensington branch telephoned to say that the transaction had been
15 carried out and that funds had been transferred to meet the cheque. By Thursday the 28th the Stamford
16 branch advised that no such sum had been credited to the account. I telephoned the customer who
17 then went to his branch, drew out £1500 in cash, cancelled the cheque and paid the money into the
18 bank direct to my account. The bank in Kensington used the words 'folding money' to describe the
19 transaction. At about 11.30 am I received a call from the Stamford branch to say that the £1500 had
20 been credited to the business account. I specifically asked the clerk to confirm that it was indeed a
21 cash transaction and that there was no possible way the payment could be countermanded. He ad-
22 vised that the Kensington branch had so confirmed the transaction. The generator was duly delivered
23 to Felixstowe docks. On Tuesday the 3rd of July 1984 I visited the Bank to pay in some cheques.
24 Before I left the Bank I was advised by one of the clerks that the cheque for £1500 had been returned.
25 She called the assistant manager who was adamant that a cheque for £1500 had been returned and
26 that there had been no direct credit transfer of cash. He told me that I did not know the banking system
27 and that there would be no discernment between a cleared asset and an uncleared asset. In spite of my
28 continued protests that I had been informed by both an employee of the Bank and a clerk at the
29 Kensington branch, the assistant manager, after checking with the computer maintained his denial.
30 I telephoned the docks to discover that the ship had engine problems and was still at Felixstowe. I
31 asked for the shipment to be delayed until further notice while I checked with the client. My customer
32 could not be contacted as he had already left for Guyana. The ship sailed without my shipment. On
33 Thursday the 5th July 1984 I met the manager Broughton in Stamford High Street. He did not wish to
34 stop and talk, but I insisted. He advised that he personally had checked into the affair and could not
35 report anything fresh, if I could not recover the goods I would have to write it off. Bearing in mind
36 previous incidents with the Bank, I was minded not to tell him of the recovery of the generator from
37 the docks. On Tuesday the 10th of July my wife and I had a meeting with the manager to discuss the
38 Banks request for a guarantee for the Limited company. The question of the missing £1500 was raised
39 once more. Again firm denials of its existence - I would have to write it off and be more careful next
40 time, was the advice of manager Broughton. This was a full week after the £1500 cash transaction.
41 On the 13th July I received a telephone call from the customer, who was naturally extremely irate that
42 the generator was not aboard the vessel as promised. I explained to him the circumstances with the

Signature.....	Witness Signature.....
----------------	------------------------

1 Bank. He informed me that the cash had been transferred on the 28th June and he had the receipt to
2 prove it. A copy was sent to me with which I confronted the manager of the Bank. For two hours I
3 remained in the manager's office listening to denial after denial. Finally without one excuse or offer
4 of apology from the Bank I closed all my accounts with the Bank and walked out of the office. I
5 informed the manager that I was not going to repay the £36,000 overdraft until I received a written
6 apology and explanation. No such declaration has ever been given, merely a formal notice and de-
7 mand for repayment and several letters from the Banks solicitors and regional office threatening legal
8 action to recover the overdraft. My customer began legal action against the Company for recovery of
9 the money. Rather than become involved in protracted legal action with the Bank as co-defendant I
10 liquidated the Company.

11 After the above experience I decided to carry out a thorough check of all my accounts with the
12 Bank. This check revealed that for some time the Bank and/or its employees had been systemati-
13 cally depriving me and my family of quite considerable sums of money. There had been estab-
14 lished a trust fund administered by the Public Trustee whereby a capital sum had been bequeathed
15 to my children which they would inherit at age 21. In the meantime the investment accrued divi-
16 dends which were paid half yearly into my private account and which was used towards their
17 education and clothing. The dividends were paid directly from the Bank of England into my ac-
18 count. On receipt of the payments the Bank would send to me a certificate of payment showing
19 deducted tax. Every year the Public Trustee would send a detailed account. Because the payments
20 were regular it was a simple matter to check. When it was discovered that some payments were
21 missing, I wrote to the Public Trustee to enquire as to the whereabouts of the missing payments.
22 The Public Trustee replied detailing the payments over a three year period. These details were then
23 cross referenced with the Bank statements. The missing total sum amounted to £3,500. I was al-
24 ready in correspondence with our erstwhile MP Michael Latham over the matter of the solicitors
25 'negligence' in the handling of the house fire damages claim, so I wrote once more to him concern-
26 ing the matters with the Bank. I also wrote at length to Lord Boardman, the chairman of the said
27 bank. Latham suggested that the best I could do was to report the theft of the money to the police.
28 This I did, and was visited by a Detective Sergeant Vickers from Lincoln. The police visited the
29 Bank on a number of occasions having been shown the evidence. Finally they came with a type
30 written statement from the Bank covering a period of 18 months showing some of the sums of
31 money credited to my account. The statement was not taken from the Bank computer but typed on
32 a typewriter on a bank statement form. This, I was informed by DS Vickers exonerated the Bank. I
33 took a copy of the statement which I handed back to Vickers keeping the original for my own
34 records. I then produced the final demand from the Bank - did it include the money the Bank
35 claimed had always been there - no it did not. What was he going to do about the theft of the £1500,
36 the reply was that they were going to do nothing. In addition to the loss of the dividends, which
37 involved 13 vouchers, I was also unable to reclaim the tax paid, a refund of £1400. Unknown to
38 me, the Bank still retained the now fraudulent second charge on our property, which they would
39 one day rely upon for the recovery of the overdraft.

40 Returning to the saga of the Guyana order. Because of the special voltage in Guyana it was not
41 easily possible to source a supply of second hand alternators to that specification. I knew of a
42 business that had gone into receivership through the loss of a large export order involving genera-

Signature.....	Witness Signature.....
----------------	------------------------

1 tors of the appropriate voltage and frequency. I traced these alternators to a firm in Suffolk which
2 had purchased them at auction, and I negotiated a price for the purchase. The alternators were
3 delivered to a company in Corby by the name of Veetrac Engineering Ltd., which did some steel
4 fabrication work for me and who were going to fabricate the steel base frames for the remaining
5 Guyana generator sets. The alternators were stored in the firms general storage area enclosed by
6 wire mesh fencing inside the main factory building. On the 21st of June 1984 I was approached by
7 Andrew Barnes, a director of Veetrac Engineering Ltd, and advised that the generators I had stored
8 there had been damaged in a fire at the factory. However, when I visited the factory I discovered
9 that my alternators had been moved from the store in the factory to a paint shop in a building
10 outside the main factory which had caught fire mysteriously. Another director of Veetrac Engineer-
11 ing, Mark Dabbs lived next door to the Bank manager Broughton. The value of the alternators was
12 £12,800. Veetrac claimed the value against their own insurers but refused to repay me although I
13 had employed the services of a solicitor to pursue the claim. Veetrac went into liquidation in 1992..
14 I do not believe that the deliberate deception by the Bank on the 26th of June 1984 and the fire at
15 Veetracs premises in the same week were coincidental. The solicitor I employed to pursue the
16 claim did not inform me of the liquidation of Veetrac engineering, and 12 months after the event
17 arranged for an interview with a barrister in Northampton to advise on the merits of the case. At
18 that meeting there was never a mention of the fact that Veetrac had gone into receivership
19 In November 1999, I delivered to the National Westminster Bank head office at 41 Lothbury, Lon-
20 don a statutory demand for the return of money stolen from me. The Bank responded by making an
21 application to the High Court for an injunction to prevent me petitioning for a winding up order
22 against the bank. In May 2000 I challenged the injunction in the High Court with an application to
23 have it set aside. In support of their defence to my application, solicitors Denton Wilde Sapte for
24 the Bank, submitted an affidavit to the court, containing false statements which were intended to
25 make other documentary evidence false One of those documents that the affidavit attempts to
26 make false is the invoice from Daltons number 82-1232 mentioned at page 1 line 25, whereby the
27 affidavit stated that the invoice was for the service of removing the first charge and not the second
28 charge. The invoice clearly states that it was the service of removing the second charge on the
29 property held by the National Westminster Bank Plc. The other document that the affidavit seeks to
30 re-word is an Internal bank memorandum. Under the 1968 Theft Act this is defined as forgery in
31 the terms of the Act of making a genuine instrument false.
32 On the 19th of November 1993, Dalton solicitors were ordered by the Leicester Court to swear an
33 affidavit to the effect that all documents in their possession had been disclosed and inspected and
34 that they had supplied me with copies of all listed documents. The Affidavit was sworn on the 8th
35 of December 1993. Item 217 on their list of documents is shown as Account ledger cards showing
36 that Daltons held on account the sum of £441.00. In fact the sum should have been nearer to £900.
37 In March 1995 I applied to the Leicester Court to amend my pleadings in a negligence claim
38 against Daltons. My amended pleadings added fraud, false accounting, concealment of evidence
39 and tampering with evidence to the original writ. In their amended defence, Daltons, who were
40 represented by Messrs Mills and Reeve of Norwich, stated that I owed to them the sum of £862.50
41 which they had written off. The sum was claimed, in the defence, to be a charge for an expert
42 witness report in a damages claim for a fire which damaged our home. To support their claim,

Signature.....	Witness Signature.....
----------------	------------------------

1 Messrs Mills and Reeve attached a set of ledger cards to the defence statement. The ledger cards
2 were considerably different to the original ledger cards disclosed on discovery listed as item 217 in
3 the list of documents. This is an abuse of judicial process. The claim in the defence statement is
4 also false. This falsehood is evinced by the Bill of costs submitted to the Law Society which in-
5 cludes exactly the same sum for the expert witness report. Thus Messrs Mills and Reeve have
6 entered fraudulent pleadings in a very serious case of negligence now compounded by fraud and
7 perjury.

8 These matters have already been reported to the Lincolnshire Police in whose county Daltons
9 solicitors carry on their practice, and to the Leicestershire Police in whose county the court pro-
10 ceedings were being conducted and in whose court the perjury has been committed. Both con-
11 stabularies declined to investigate the matters.

12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42

Signature.....	Witness Signature.....
----------------	------------------------

