| Neutral Citation No: [2026] NICh 19<br><br>*Judgment: approved by the court for handing down (subject to editorial corrections)** | *Ref:* HUD13073<br>*ICOS No:* 12/142052<br>*Delivered:* 30/06/2026 |
|---|---|

**IN THE HIGH COURT OF JUSTICE IN NORTHERN IRELAND**

---

**CHANCERY COURT**

---

**BETWEEN:**

**ULSTER BANK LIMITED**
**(Changed to National Westminster Bank Plc by order of the court dated 1 April 2025)**

**Plaintiff;**

**and**

**DENISE LIGGETT AS PERSONAL REPRESENTATIVE OF TERENCE LIGGETT (DECEASED)**

**First Defendant;**

**DENISE LIGGETT**

**Second Defendant;**

**and**

**ANDREW LIGGETT**

**Personal Litigant.**

---

**Mr Liggett appeared as a Litigant in Person**
**Mr Keith Gibson (instructed by Foot Anstey McKees Solicitors) for the Plaintiff**

---

**HUDDLESTON J**

*Introduction*

[1] Pursuant to an Order of Master Ellison dated 10 February 2014, the proceedings in action 2012 No.129330, 2012 No.129328, 2012 No.129335, 2013 No.53072, 2012 No.42052 against the first and second named defendants were consolidated with that in respect of Andrew Liggett (2012 No.129943). Since that point the cases have travelled together as they did in respect of this hearing. Mrs Denise Liggett appeared in person for all defendants.

[2] With the consent of the court, Mrs Liggett on her own behalf, as personal representative of her late husband Terence Liggett and on behalf of her son Andrew Liggett acted as a personal litigant in respect of the consolidated proceedings.

[3] The proceedings arise out of the financial crisis and consist in the main by a claim brought by National Westminster Bank plc as successor in title to the Ulster Bank Limited (referred to in this judgment as "the Bank") who seek a money judgment in the sum of £2,318,822.40 (together with interest) and orders for possession in respect of the following properties (collectively "the Properties"):

(a) 30 Queen Street, Portadown;

(b) 34 Queen Street, Portadown;

(c) 64 Church Street, Portadown;

(d) lands at Coharra, Ballytrue comprised in folios 540, 10588, 28350, AR88272 and 23470 County Antrim, together with

(e) the family home ("Family Home") at 16 Ballyoran Hill, Portadown comprised folio 207L County Armagh.

[4] National Westminster Bank plc operates as the successor in title to Ulster Bank Limited by virtue of an order of Mr Justice McFarland of 7 April 2021 by which the interests of the Ulster Bank Ltd were transferred to National Westminster Bank plc.

*History of the proceedings*

[5] Although it is a matter of dispute, the plaintiff contends that the second-named defendant and her late husband previously carried on a construction business known as "Period Homes." The second-named defendant had a long career in nursing but on her own case also provided administrative support to the business which was primarily carried out by her late husband.

[6] A summary of the relationship with the Bank is contained in an internal bank credit paper dated 6 November 2003:

- "Terence and Denise Liggetts' ('TL' and 'DL') main activity is construction of residential property in the Portadown/Lurgan area on a site fine basis. They also own residential property in Portadown that they rent and a 30 acre apple orchard on the outskirts of Portadown that they farm.

- The borrowers have been UB customers for a number of years and of late have been managed by Basil Stewart at Portadown business centre (total facility £856k). Following a number of recent difficulties in terms of account operation/excesses and relationship BBDSE met with DL to get a background on the issues and identify if there was a way forward.

- In the course of our meeting it became clear that the difficulties could be traced to speculative building, cost overruns, poor information flow, inappropriate funding and incomplete security structures. It was our view that a basis for continued support could be established within a more controlled framework and the purpose of this application is to present that basis and transfer the relationship into BBDSE for management going forward."

[7] The building schemes in which the borrowers were engaged at the time included the following:

(a) Silverwood Leaves;

(b) Kiln Lodge;

(c) Lakeview Heights; and

(d) Ballyhallin.

[8] On the back of the credit paper the Bank issued a Facility Letter (the "Facility Letter") dated 27 November 2003 to Mr Terence and Mrs Denise Liggett offering a facility of £1,223,850, payable on demand with interest to be applied at Ulster Bank base rate (then 3.75%) plus a 3.5% margin (subject to review). The Facility Letter by its express terms made available the loan(s) on a joint and several basis.

[9] Clause 6 of the Facility Letter set out the security which the Bank sought:

> "The facility should be secured by way of:
>
> (a) The existing security held by the Bank for the borrowers' liabilities (the "Existing Security") which includes:
>
> - An equitable mortgage by deposit of title deeds conferring the Bank's security over the lands and premises at 30/34 Queen Street, Portadown;

- An all monies second charge over the borrowers' property at 16 Ballyoran Hill, Portadown;

- An equitable mortgage by deposit of title deeds conferring on the Bank's security of the land and premises at 64 Church Street, Portadown;

- An unconditional Guarantee from Andrew Liggett guaranteeing the borrowers' liabilities to the Bank in the sum of £50,000 supported by an equitable deposit over 46 Waring Street, Lurgan;

- A lien over account *****661 at Ulster Bank, Portadown;

- An equitable mortgage by deposit of title deeds conferring on the Bank's security over the lands at Coharra and Ballytrue."

[10] Additional security (referred to as "Additional Security") was proposed by way of:

- "a 'first legal charge over WIP at Silverwood Leaves development' (owned by Derek Harrison);

- first legal charge over WIP at the Kiln Lodge development site owned by M H Developments Ltd;

- the same in respect of the Lakeview Heights development site owned by Mr Raymond Kerr."

[11] Those first two arrangements were essentially site fine operations with respectively Mr Derek Harrison and secondly Ms Melanie Harrison (his daughter) and led to a dispute between they and the Liggetts and, ultimately, litigation (see below).

[12] The Facility Letter was signed by both Mr and Mrs Liggett on 2 December 2003 but two events followed which severely impacted the defendants' business and led to an inability to service the loans.

[13] Firstly, there was the failure of the business relationship with Ms Melanie Harrison pertaining to the Silverwood Leaves development. Ms Harrison was the daughter of Mr Derek Harrison, a well-known property developer. In summary, Ms Harrison married Mr Lester Brownlee and entered into a business relationship with him in respect of the development site with the Liggetts

undertaking the building work on a site fine basis. Ms Harrison's marriage broke down and her father, in effect, put a stop to further development on the site to prevent his estranged son-in-law from benefiting in any increase in value and/or profits.

[14] This led to a dispute between the first and second defendants and Ms Harrison which led, ultimately, to litigation in front of Mr Justice Weatherup who made an order in favour of the defendants against Ms Harrison. Ms Harrison, however, was unable to satisfy the decree and entered into bankruptcy with the resulting impact on the Liggetts' inability to pay the Bank who, in turn, issued a letter of demand on 16 May 2011 ("the Demand") calling in its loans.

[15] In the absence of any substantive response to that Demand the Bank sought to enforce the loan agreement and recover possession of the Properties which, ultimately, has led to this litigation.

[16] The second causative impact was the banking crisis in 2007/8 and its impact on the property market overall.

***Mr Andrew Liggett***

[17] The plaintiff's claim in respect of Mr Andrew Liggett is for a charging order against property owned by him at 46 Waring Street, Lurgan (referred to above) on foot of a Guarantee which he executed as cross security for his parents' loan.

[18] In short compass the Waring Street property was purchased by Mr and Mrs Liggett in 1996 for £3,000 but registered in their son's name. He then obtained a £20,000 renovation grant from NIHE but also sought an overdraft facility from the Bank in the sum of £10,000 to complete the necessary renovation works. On foot of the Facility Letter the Bank also sought an unconditional Guarantee for £50,000 ("the Guarantee") in respect of Mr and Mrs Liggett's liabilities.

[19] The Guarantee was executed by Mr Liggett on 13 August 2001 in the presence of Mr Smyth, a bank manager at the Portadown branch of the Bank. Mr Andrew Liggett also simultaneously signed a waiver which was in the following terms:

> "Security to cover liabilities of Terence Noel Liggett and Mrs Denise Liggett.
>
> I acknowledge that Ulster Bank has recommended that I seek independent legal advice before signing a guarantee and/or form of charge to secure the liabilities of Terence Noel Liggett and Mrs Denise Liggett. I also understand that I may become liable instead of or as well as Terence Noel Liggett and Mrs Denise Liggett.

> I confirm that I am aware of the extent of my liability and that I have read the Bank's form of guarantee and/or charge and having done so I wish to proceed to execute security in favour of the Bank … I have decided of my own free will to execute the security and confirm that I do not wish to take independent legal advice."

That form of waiver and the Guarantee were both signed by Mr Andrew Liggett on 13 August 2001 in the Bank's premises and in front of Mr Smyth.

[20] Mr Liggett, although he attended the hearing, elected that his mother represent him at the trial of the action. Separately, he had provided an affidavit dated 19 June 2013 regarding the circumstances surrounding the execution of the Guarantee:

> "3. I was initially asked to sign a guarantee by the Ulster Bank for £10,000 in respect of renovation works I wished to carry out at 46 Waring Street, Lurgan, Portadown. I purchased this property on 27 March 1996 and thereafter made an application to the NIHE for a renovation grant. I arranged for the £10,000 grant to be assigned from the NIHE to the Ulster Bank on 28 January 1999. To the best of my knowledge and information and belief I did not actually sign a guarantee at this time albeit a guarantee was prepared.
>
> 4. On 22 April 1998 I signed a guarantee at the Ulster Bank for £15,000 owing to the fact that there was a shortfall in the grant monies which I received from the NIHE and the cost of the works.
>
> 5. The guarantee for £50,000 executed on 13 August 2001, I believe related to monies which I had received from the Ulster Bank in respect of works which I had carried out on the property.
>
> 6. At the material time when I signed this guarantee I was 23 years old, I simply got a phone call to come into the Bank and sign the guarantee which I proceeded to do. I do not recollect being offered independent legal advice.
>
> 7. By this time, my parents, Terence and Denise Liggett had numerous borrowings from the Bank in respect of various housing developments they were involved in. At no stage, was it explained to me that this

> £50,000 guarantee related to and the circumstances into which it would come into play. Given my relatively young age, I believe it was inequitable of the Bank to have me sign such a guarantee without me receiving proper advice in relation to the guarantee."

***The plaintiff's claim***

[21] The plaintiff's primary claim rests in contract based on the fact that the defendants were advanced a sum of money which they failed to pay back and which same remains due (with interest).

[22] The Bank disputes that it owes a duty of care to the Liggetts (resting on *Rehman v Santander UK plc* [2018] EWHC 748) and the general principle that there is no duty of good faith or rationality imposed upon banks within the context of commercial transactions – see also *Green Close Ltd v National Westminster Bank plc* [2014] EWHC 1156.

[23] The Bank argues that the defendants voluntarily signed the Facility Letter, knew what they were doing and by virtue of the equitable deposits referred to above provided security the effect of which was to provide a lien on the lands to which the deeds relate. In order to exercise that security, however, the Bank clearly now need an order for possession and/or sale – hence these proceedings.

[24] On the papers there is evidence of the Bank having tried to improve its position and secure legal charges. These requests were refused by the Liggetts (at various stages) who have remained in occupation and in receipt of the rents/other income arising.

***The defence***

[25] As I have indicated at an earlier stage Mrs Liggett acts as a personal litigant. The defence which she filed in this case is in the following terms:

> "(i) Terence and Denise Liggett have done nothing wrong (and have the judgment to satisfy this).
>
> (ii) Terence and Denise Liggett have at all times diligently for the last eight years gone through the courts to recover monies to pay their creditors.
>
> (iii) The defendants believe Ulster Bank's wrongdoing and negligent performance in the banking industry contributed to the collapse of the Bank and subsequently none (sic) payment of their judgement.

(iv) The defendants believe Ulster Bank showed support and new support to the Harrison family knowing the damage their clients (the Liggetts) were suffering and knowing the high potential risk of further losses to the Bank by the Harrisons.

(v) During the *Liggett v Harrison* case, it came to light that Ulster Bank was assisting the Harrison family to expand, knowing the damage it was doing to their clients. Most of them have gone bankrupt and Mr Derek Harrison is in an IVA (copy enclosed) which Ulster Bank chose to support.

(vi) Had the market not collapsed (in which Harrisons and Ulster Bank played their part) the Liggetts would have been paid their judgment, plus costs in full. Therefore we believe it was through Ulster Bank's wrongdoing and performance that it contributed to our unpaid judgment."

In addition to those allegations, there is a suggestion that the Bank was guilty of overcharging in terms of the interest applied.

***The hearing***

[26] The matter came on for hearing on 20 October 2025 for a period of five days. Mr Paul McCrisken and Mr Andrew Harris were called on behalf of the plaintiff and provided confirmation of both the creation of the loan and the total current indebtedness. Mrs Liggett represented both herself, her late husband's estate and her son. Whilst neither she or her son gave formal evidence, Mrs Liggett outlined the family's position namely:

- That Period Homes was a family run business;

- That she worked primarily as a staff nurse but helped her husband out when she could;

- She explained that her husband started off building one-off designer homes but then moved into site development at Kiln Lodge in association with Derek Harrison under a site fine agreement;

- She explained how the business grew and how ultimately they ended up developing Silverwood Leaves again pursuant to a site fine agreement this time with Melanie Harrison in or around 2001;

- That the breakdown in this relationship led, ultimately, to the litigation in front of Mr Justice Weatherup and the consequent order which could not be fulfilled.

[27] Mrs Liggett explained the attempts (in/around 2011) when the Bank sought to convert the equitable charges over the property portfolio into legal mortgages which they refused. She attended meetings with the Bank at that time.

[28] Following the hearing, the court allowed Mrs Liggett some time to formulate written submissions which (when received) largely focused upon the following:

(i) That she herself was never part of the business;

(ii) That the interest charged by the Bank was excessive;

(iii) That there was a limitation point;

(iv) That Andrew Liggett was not aware what he was signing with a consequent rendering the Guarantee unenforceable;

(v) Highlighting the duties of the Ulster Bank;

(vi) The impact on her human rights; and

(vii) Enforcement.

[29] Its makes sense to deal with this case addressing each of the points which she raised in turn:

***(i) That Mrs Liggett was not part of the business***

[30] Counsel for the plaintiff suggested that this point, raised by Mrs Liggett at the trial and in her written submissions was a new point. In support she produced a number of pieces of documentary evidence:

(a) VAT returns in the sole name of her husband;

(b) copies of extracts from her former solicitor's file relating to litigation taken by the *Department of Regional Development v Terry Liggett trading as Period Homes* in respect of a roads bond issue;

(c) sub-contractor payslips in her late husband's sole name;

(d) business bank accounts in the deceased's sole name;

(e) trading accounts for "Terence Liggett" for the year ending 30 April 2022; and

(f) various trading invoices addressed solely to Terence Liggett.

[31] By way of contradiction the plaintiff has equally pointed out a number of factors which confirm the involvement of Mrs Liggett:

(a) the proceedings (including the defence) were signed by Mrs Liggett;

(b) the unchallenged comments of Mr Justice Weatherup in the earlier case that the first and second named defendants "were husband and wife who operate a building firm known as Period Homes from premises in Portadown";

(c) that it was both Mr and Mrs Liggett who took out proceedings against Melanie Brownlee (nee Harrison) supported (then) by an affidavit sworn by Mrs Liggett; and

(d) that undertakings were given by their solicitor, T D Gibson acting on behalf of them jointly and in respect of Properties jointly owned by them.

[32] Whilst the additional documentation supplied by Mrs Liggett is illustrative of a more nuanced position nonetheless the simple reality is that both the late Mr Liggett and Mrs Liggett were co-signatories to the Facility Letter, they were joint account holders of the principal accounts with Ulster Bank into which those funds were placed and, ultimately, they both had interests in the Properties which were offered by way of security to the Ulster Bank on foot of the original Facility Letter.

[33] That Facility Letter makes it clear that both Terence and Denise Liggett were jointly and severally liable. There was a default in the loan (which I find has occurred) and therefore the question of whether they traded individually or collectively as Period Homes is largely irrelevant. As a matter of contract they are jointly and severally liable to the Bank on foot of the Facility Letter which they both signed. No vitiating circumstance was proffered by Mrs Liggett to counter that.

***(ii) Interest rate was excessive***

[34] There is no credibility in this point. The Facility Letter made it clear that interest was charged at the Ulster Bank base rate (then 3.75%) plus 3.5%. There is no serious suggestion that this constituted a penalty such as in the case of *Fernhill Properties (Northern Ireland) Ltd v Mulgrew* [2010] NICh 20. The interest rate charged on foot of the Facility Letter followed the industry standard at the time and on the evidence of the plaintiff's witnesses was charged at that contractual interest rate throughout the relationship.

***(iii) The question of limitation***

[35] Mrs Liggett in her representations to the court appeared to conflate the issue of limitation with that of delay. In terms of strict limitation an action formed on simple contract (as here) is only time-barred after the expiration of six years from the date on which the cause of action accrued. In an action for the recovery of debt time does not begin to run until there is a debt presently due and payable and that is at the point when Demand is made by the Bank. In the present case the letter of Demand was dated 16 May 2011 after which the plaintiff had either six years (on the simple debt basis) or potentially 12 years in respect of the equitable mortgage point in which to issue proceedings.

[36] Those proceedings were, in fact, commenced on 20 November 2012 and, thus, clearly within the limitation period.

[37] Mrs Liggett's case, at its height, is that delay has caused unfairness and that her late husband and she were disadvantaged as a result. The plaintiff Bank, however, is not seeking any form of equitable relief and so the doctrine of laches (which is implicitly the case she raises) simply does not apply. What has, in fact, happened over the past 15 years is that the defendants have been utilising the Properties, renting them out and collecting the income for which they have not accounted to the plaintiff.

[38] At no stage during the proceedings have the Liggetts sought to have the case dismissed on the basis of unreasonable delay. In my view there is no procedural bar which arises on the facts.

***(iv) Mr Andrew Liggett's Guarantee***

[39] Mrs Liggett's closing submissions in a handwritten note from Mrs Liggett is to the following effect:

> "Andrew Liggett signed a document at a young age. He knows nothing about banks. He was offered no legal advice from the bank."

[40] I have set out above the history of the Guarantee. The Bank's position is that Mr Liggett signed a waiver of legal advice on 13 August 2001 on the same date that he signed the Guarantee itself. Its argument is that the Guarantee is thus signed by someone of majority with capacity and in the absence of notice of undue influence the guarantor is bound.

[41] The implicit case that Mr Liggett makes is a defence of non est factum which is a special and narrow category of the doctrine of mistake. For it to be established the person who signed (in this case the guarantor) needs to have been mistaken as to the essential nature of the transaction he was entering into not just its legal effect. It

is a difficult case to maintain – see *Saunders v Anglia Building Society* [1971] AC 1004 and *Burbank Securities Ltd v Wong* [2005] EWHC 552 where (in the latter case) a defendant with cerebral palsy and little or no formal education failed to establish the defence because she was found to ultimately be aware that the documents that she signed was to do with "getting money out of the house."

[42] I have deliberately quoted extensively from Mr Andrew Liggett's affidavit above. It is clear that he knew of his parents' position with the Bank when he was called in by Mr Smyth and even a cursory consideration of the terms of the Guarantee would have established its purpose. He nonetheless signed the Guarantee and the legal waiver. To avail of the defence of non est factum it is not sufficient to simply say that he did not read the document which in essence is what occurred. His defence to the Guarantee, therefore, fails.

***(v) Duties on the Bank***

[43] Mrs Liggett's arguments on this point are somewhat general in nature. In context this was a commercial relationship and in that context issues that otherwise arise under the Consumer Credit Act 1974 and the Consumer Rights Act 2015 in cases like this do not apply. The Unfair Contract Terms Act 1977 does apply but its provisions do not particularly aide the Liggetts in the present instance.

[44] As Simpson KC indicated in the recent case of *Carson v Anglo Irish Bank* [2025] NIKB 1 (quoting Padget's Law of Banking):

> "The essential relationship between a bank and its customer is contractual. It is not a fiduciary relationship."

That is the simple and straightforward position in which the Liggetts find themselves. They signed a contract and defaulted on its terms by failing to repay the money when demanded. I appreciate that they may be aggrieved at the way that events, particularly as regards the Harrisons, unfolded but as Mr Justice Weatherup pointed out that difficulty was, in part, of the defendants own making in terms of the relationship which they entered into with Mr Harrison and his daughter. The suggestion that the Bank ought to have supported the Liggetts in an unfettered fashion is simply unfounded. The law is quite clear in that there is no general duty of good faith or rationality imposed upon commercial banking relationships - see *Green Close Ltd v National Westminster Bank plc* [2014] EWHC 11856 (supra) and also para 4.31 of Paget's Law of Banking.

[45] The unfortunate reality is that from the available evidence Mr and Mrs Liggett simply overreached themselves, fell foul, in practice, of a relationship with the Harrisons – a situation that was compounded by the financial crisis which subsequently followed. This was unfortunately part of the commercial risk that they undertook.

***(vi) Impact on Mrs Liggett's human rights***

[46] The starting point in this must be that anyone seeking to assert human rights principles must first establish that the banking relationship, which is core to this issue, actually falls within the protection of a Convention right. The most directly relevant Convention right for that purpose (and the one asserted by Mrs Liggett) is Article 8 ECHR which provides:

> "1. Everyone has the right to respect for his private and family life, his home and his correspondence.
>
> 2. There shall be no interference by a public authority with the exercise of this right except such as is in accordance with the law and is necessary in a democratic society in the interests of national security, public safety or the economic well-being of the country, for the prevention of disorder or crime, for the protection of health or morals, or for the protection of the rights and freedoms of others."

[47] Although Article 8 is often cited in cases such as this the simple reality is that it has no relevance to the contractual relationship with the Bank in the present context. Mrs Liggett has not seriously advanced an argument that her Article 8 rights can assist her in the present circumstances and nor as a matter of law, can they.

***(vii) Enforcement action***

[48] In an allied way Mrs Liggett claims to suffer from Post Traumatic Stress in terms of having to deal with protracted litigation on behalf of her family. She also refers to her relationship with her granddaughter, Georgia, who lives with her. The implication is that any order for possession such as is sought by the Bank would have a significant impact upon them – and possibly her son (Georgia's father) who may also live in the Family Home.

[49] In so far as Article 8 issues arise in relation to such matters this has already been dealt with by the courts on numerous occasions for example *Official Solicitor for Northern Ireland v O'Brien* [2012] NICh 12 and [2016] UKSC 28 where the Supreme Court has given the following practical guidance at para [40]:

> "although it may well be that Article 8 is engaged when a judge makes an order for possession of a tenant's home at the suit of a private sector landlord, it is not open to the tenant to contend that Article 8 could justify a different order from that which is mandated by the contractual

> relationship between the parties, at least where, as here, there are legislative provisions which the democratically elected legislature has decided properly balance the competing interests of private sector landlords and residential tenants …"

[50] The same point is made in *Manchester City Council v Pinnock* [2010] UKSC 45.

[51] In the first instance, it is very difficult, therefore, in the circumstances of the commercial/buy to let property portfolio to understand how Article 8 could positively effect the position from the defendant's position. In terms of the Family Home at Ballyoran Hill, no formal application has been made by Mrs Liggett in terms of seeking to protect either she or her family from the effects of a possession order but on a pre-emptive basis I have adjudicated on the issue below.

***Conclusion***

[52] In substance, whilst one can understand the frustration that Mrs Liggett clearly feels the legal position is that she and her husband did sign a Facility Letter with the Bank and are in default. They were both jointly and severally liable on foot of that Facility Letter and, accordingly, the Bank is entitled to judgment. The most recent figure of that indebtedness which was provided to the court is £2,378,000 in respect of which interest continues to accrue. I award that sum plus continuing interest to the Bank.

[53] It is evident from what I have said that the Bank ought to have secured legal charges over the security of the Properties to perfect the equitable interest they now assert. The equitable deposit of the title documents constitutes a valid lien which is enforceable at the instance of the Bank pursuant to a court order which has led to this case. There is no sensible counter argument against it so I grant the charging orders sought to the Bank to finalise matters. If the total sum due by the defendants is not paid within a period of 28 days then I direct that possession of the Properties be delivered up to the Bank and that they be sold. To the extent that it be required the defendants are to co-operate with such enforcement action but in case of default the Chancery Judge will be appointed to execute any deed of transfer or conveyance to give effect to such sale(s).

[54] In respect of the Family Home at Ballyoran, and in acknowledgment of the points made by Mrs Liggett regarding the impact upon she and her granddaughter, a possession order will be granted but the court will order a stay of execution for a period of 12 months to allow Mrs Liggett and her granddaughter to be rehoused. In the context of the history of this case that does not appear to be excessive.

[55] Given what I have said about the Guarantee, it follows that Mr Andrew Liggett does not actually have a valid defence and therefore the relief sought by the Bank on foot of the Guarantee proceeding with an order granted with provisions for

possession and sale to follow the provisions set out above at [53] with the same time limits applying.

[56] The general rule is that costs follow the event and I see no reason for departing from that in this case. Accordingly, costs will be awarded against the first and second named defendants in respect of the principal proceedings and costs against Mr Andrew Liggett in respect of the proceedings relating to case 12/129943.