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*Judgment: approved by the court for handing down (subject to editorial corrections)**	*Delivered:* **23/09/2026**

IN HIS MAJESTY'S COURT OF APPEAL IN NORTHERN IRELAND

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ON APPEAL FROM THE HIGH COURT OF JUSTICE IN NORTHERN IRELAND CHANCERY DIVISION

Between:

UCB HOMES LOANS CORPORATION LTD

Respondent/Plaintiff

and

CHRISTOPHER JAMES GORDON

Appellant/Defendant

_____

Mr Robert McCausland (instructed by DLT NI LLP Solicitors) for the Respondent/Plaintiff
The Defendant/Appellant appeared as a Litigant in Person

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Before: Treacy LJ, Colton LJ and McBride LJ

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COLTON LJ (*delivering the judgment of the court*)

Introduction

[1] This appeal centres on Mr Justice Simpson's (the trial judge) determination as to the contractual terms of a mortgage agreement between the parties.

History of the proceedings

[2] The background to the proceedings is set out in paragraphs [1]-[3] in the trial judge's judgment in the following terms:

> "[1] The plaintiff and the defendant entered into a 25 year mortgage dated 30 November 2007 in relation to premises known as Apartment 5, Mount Royal Apartments, 4 Eglinton Street, Portrush. Pursuant to

> Order 88 of the Rules of the Court of Judicature in Northern Ireland the plaintiff seeks delivery by the defendant to the plaintiff of possession of those premises and payment of moneys secured by the mortgage. The Originating Summons in this case was issued by the plaintiff almost eight years ago, on 7 February 2018.
>
> [2] UCB Home Loans, which is now a wholly owned subsidiary of Nationwide Building Society, closed its books to new mortgage business in October 2008.
>
> [3] On foot of the mortgage the plaintiff advanced to the defendant the sum of £191,250. In 2015, the defendant stopped making any payments under the mortgage. Arrears have mounted so that the total sum outstanding (as at November 2025) is some £544,000."

[3] The underlying proceedings in this appeal are mortgage repossession proceedings brought by the respondent who seeks possession of the mortgaged property based on the failure by the appellant to make any mortgage payments since 2015.

[4] The proceedings initially commenced before the Chancery Master, by way of originating summons dated 7 February 2018.

[5] Regrettably, the proceedings took considerable time to come on for hearing over the course of four days on 25 October 2023, 26 October 2023, 11 April 2024 and 12 April 2024. The Chancery Master made the order for possession in favour of the respondent on 6 January 2025.

[6] The appellant appealed to the Chancery judge. That appeal was heard over the course of three days on 12, 13 and 25 November 2025. Judgment was delivered on 28 January 2026. The appellant now appeals that judgment.

The issues in dispute

[7] The respondent's case is that the contract/agreement between the parties comprises three documents. Firstly, the document entitled "Your Mortgage Offer" addressed to the appellant and dated 10 August 2007. Secondly, a document entitled "Mortgage Deed (N. Ireland)" dated 30 November 2008 (it was agreed between the parties that this is a typographical error and it should read 30 November 2007). Thirdly, and importantly, in this dispute, a document entitled "UCB Home Loans Corporation Ltd Mortgage Terms and Conditions 2004 (Northern Ireland)."

[8] For the purposes of this appeal, Simpson J sets out the material terms of each document in paras [10]-[18] of his judgment:

> "[10] The document entitled "Your Mortgage Offer", which I shall call "the Offer", comprises some initial text and then a series of boxes (called 'sections ' in the document itself) in which text appears. The Offer begins:
>
> > 'We are pleased to offer you a loan on the following basis, which you must repay with interest and other fees and costs on the terms set out in this Mortgage Offer and our … Mortgage Terms & Conditions (2004) (Northern Ireland) where the property is in Northern Ireland and any special conditions attached. You are free to decline this offer, but you would lose any fees that you have already paid or are payable to UCB Home Loans Corporation Ltd.'
>
> [11] The Offer goes on to provide, where material:
>
> > "In box 1, entitled "About this offer document":
> >
> > - You are not bound by the terms of this offer document until you have signed the legal charge and the funds are released for your mortgage.
> >
> > In box 3, entitled "Your mortgage requirements":
> >
> > This offer is based on a mortgage loan for a property purchase.
> >
> > - Loan Amount £191,250 plus £730 for fees that have been added to the loan …
> > - Type of Mortgage Interest only
> > - Term of Loan. 25 years
> > - Purchase price £225,000
> >
> > This means that you are borrowing 85.00% of the property's purchase price…

In box 4, entitled "Description of this mortgage":

Your loans will be on:

Buy to Let 2 Year Tracker
A Tracker Rate which is variable and will be 0.29% above the Bank of England base rate unless the Bank of England base rate is 2.75% or less in which case the Tracker Rate will be 2.75% plus 0.29%

The Tracker Rate will apply from completion until 2 years from the end of the month in which you take the loan (the Benefit Period), after which our Investment Flexible Variable Rate, currently 8.04%, will apply for the remainder of the term. Any variation to the Tracker or Investment Flexible Variable Rate as a result of the change in the Bank of England base rate will take place on the first day of the following month.

In box 5, entitled "Overall cost of this mortgage":

The overall cost takes into account the payments in Sections 6 & 8 below. However, it excludes any payments that you may need to make into a separate savings plan, to build up a lump sum to repay the amount borrowed, but assumes that pay off the amount borrowed as a lump sum at the end of the mortgage.

The total amount you must pay back, including the amount borrowed is £569,782.33

This means you pay back £2.98 for every £1 borrowed

The overall cost for comparison is 8.0% Apr

The figures in this section will vary if interest rate changes and if you do keep the mortgage for 25 years…

> In box 6, entitled "What you will need to pay each month":
>
> These payments are based on a mortgage of £191,780 and assume that the mortgage will start on 01 September 2007 and include the fees that are shown in section 8 as being added to your this (sic) mortgage…
>
> 24 payments at a variable rate, currently 6.04%
> …
> Followed by
> 276 payments at a variable rate, currently 8.04%
>
> In box 7, entitled "Are you comfortable with the risks?
>
> What if interest rates go up?
>
> The monthly payments shown in this offer could be considerably different if interest rates change. For example, for a one percentage point increase in the Bank of England's Base Rate, your monthly payment will increase by around £159.98
>
> RATES MAY INCREASE BY MUCH MORE THAN THIS SO MAKE SURE YOU CAN AFFORD THE MONTHLY PAYMENT"

[12] At page 7 of 8 in the Offer, a total of seven 'Terms and Conditions' are set out, and on the final page of the Offer, seven 'Special Conditions' are set out.

[13] On behalf of the plaintiff Mr Michael Kosifou, Lead Product Manager in the Mortgage Customer Manager Product and Propositions Community of Nationwide, explained the Investment Flexible Variable Rate ("IFVR") in the following terms in an affidavit:

> 'The IFVR operates as a managed rate and is determined by a number of factors considered by the plaintiff. It is not linked to any benchmark or index. For example, it is not linked to Libor or the Bank of England base

rate. The rate is varied depending on a number of factors …'

[14] The second document, entitled "Mortgage Deed (N. Ireland)", which I will call the Deed, is a one page document, to which is annexed a document entitled "Mortgage Conditions (Northern Ireland)" which I will call the "Deed Conditions." This comprises eight pages.

[15] The final document is that which is entitled "UCB Home Loans Corporation Ltd. Mortgage Terms & Conditions 2004 (Northern Ireland)", which I will call the "2004 Conditions." The document comprises 12 internally numbered pages.

[16] Within the 2004 Conditions, Condition 3.9, "Monthly Payments", provides: "We may set and vary from time to time the monthly payments to reflect (i) the current interest rate applicable to the debt…"

[17] Condition 4, "Interest", provides at 4.1: "the interest rate we will charge you will be the rate we have told you in the offer document. Apart from any initial fixed rate under the offer document the rate may change under Condition 5."

[18] Condition 5 provides, where material:

'**5 CHANGES IN INTEREST RATE**

5.1 We may change the interest rate applicable to the debt at any time except during any fixed rate period under the offer document giving you three days written notice of our intention to do so.

5.2 We will only change the interest rate for one or more of the following reasons:

(i) …;

…

(iv) to act upon our legitimate commercial interests, including but not limited to:

(a) changes in prevailing market rates;

(b) costs associated with specific changes in relevant market conditions including technological changes and changes in services or facilities provided;

(c) to reflect a change in the credit risk relating to the loan;

(v) If we vary the interest rate for any other reason, we will notify you at least 30 days in advance and waive any early repayment charge payable on your mortgage for 60 days starting on the date of the notice we send to you, to allow you to repay your mortgage without charge.'"

The appellant's case

[9] The appellant's primary case and the core issue in this case is that the 2004 conditions referred to above do not form part of the contract between him and the respondent. His evidence was that he did not see the 2004 conditions at any time before he entered into the mortgage, nor did his mortgage advisor or the solicitor acting in the purchase.

[10] As a consequence, he argues that the respondent did not have the contractual right to charge him the interest which it has charged under the mortgage. He contends that the only right which the respondent had to vary interest rates derived from boxes 4 and 7 of the Offer and this right was only to be exercised if there was a variation in the Bank of England Base Rate.

[11] Ancillary to this argument, the appellant makes the case that the solicitor who acted for him at the time, only registered the mortgage deed and its annexed conditions after he entered into the agreement. The 2004 conditions were not registered. He argues that the Land Registration Act (Northern Ireland) 1970, and the rules made thereunder, make it a requirement, effectively, that the 2004 conditions should have been registered. The failure to do so, he argues, has the consequence that the respondent was not entitled to charge the interest it did prior to the issue of the repossession proceedings.

The judgment

[12] The trial judge considered extensive written material in the course of the hearing. This included substantial affidavit evidence from the parties, from the appellant's mortgage advisor and the solicitor acting in the purchase, both of whom gave oral evidence at the hearing. He also heard oral evidence from the appellant,

Ms Amy Meech, now Amy Geidt, on behalf of the respondent and Mr Michael Kosifou also on behalf of the respondent. He received written and oral submissions from the parties.

[13] In his written judgment, he decided that the 2004 conditions did form part of the contract documentation and formed the contractual basis for the respondent to vary the interest rates and charge the interest it did.

[14] Whilst determining that the respondent had the contractual right to vary the interest rates, in accordance with the 2004 conditions, he went on to consider whether they had done so improperly. Having analysed the relevant case law he concluded that there was no impropriety and that the respondents were, indeed, entitled to charge the relevant rates.

[15] He rejected the appellant's case based on the Land Registration Act (Northern Ireland) 1970 and concluded, in accordance with the evidence before him, that what was required to be registered and what was registered, was the mortgage deed together with its accompanying conditions.

[16] Finally, he rejected the appellant's claim for relief based on a claim that the interest rates increases applied and charged by the respondent constituted a repudiatory breach of the agreement between the parties entitling him to rescind the contract and/or claim damages.

[17] Accordingly, he dismissed the appellant's appeal and affirmed the order of the Master.

The appeal

[18] The grounds of the appeal are succinctly set out in the appellant's five grounds of appeal. We propose to summarise each of the grounds relied upon by the appellant and analyse each in turn, although there is a degree of overlap between them.

Ground 1 – Error of law – incorrect incorporation of the 2004 Conditions

[19] This ground is primarily founded on the fact that neither the appellant, his mortgage adviser nor the solicitor acting in the purchase had been supplied with or received the 2004 conditions prior to execution of the mortgage deed. This failure, it is argued, means that the judge was wrong to conclude that the 2004 conditions were part of the mortgage agreement between the parties.

Ground 2 – Error of law – misallocation of the burden of proof

[20] Under this ground the appellant argues that the onus was on the respondent to prove the contractual documentation which governed the agreement between the

parties. By relying upon the appellant's alleged failure to obtain and read the 2004 conditions, it is argued that the court failed to recognise that the burden rested on the respondent to establish that the terms were supplied to him or otherwise properly incorporated into the mortgage contract.

Ground 3 – Failure to properly evaluate material evidence

[21] On this ground, the appellant argues that there was a failure by the respondent to adduce evidence concerning the authenticity and origin of the 2004 conditions.

[22] The appellant points out that the first version of the terms produced by the respondent to the court bore a publication date of October 2009, which post-dated the mortgage contract. Although further earlier versions of the document were subsequently produced, the respondents failed to produce the copy of the conditions as they existed in 2004.

Ground 4 – Erred in contractual interpretation

[23] This ground links back to the first and fundamental ground. The appellant contends that any variation of interest rates could only be implemented in accordance with the mortgage offer without reference to the 2004 conditions.

Ground 5 – Failure to consider the significance of the registered mortgage terms

[24] As is clear from the language of this ground, the appellant continues to argue that the failure to register the 2004 conditions in the Land Registry was fatal to the appellants claim. He argues that the absence of any reference to the 2004 conditions means that they do not form part of the agreement between the parties. This was a particular focus of his oral submissions to the court. He says that when reference was made to conditions of the contract, he understood those to refer to the mortgage conditions referred to in the deed.

Additional ground of appeal

[25] Although not set out in his grounds of appeal, in his written submissions the appellant submits that if the 2004 terms and conditions were part of the agreement between the parties, they should be disapplied having regard to the terms of the Consumer Contracts Regulations 1999. It is submitted that the power to alter the interest rate in the 2004 terms and conditions was a significant and onerous term which should have been properly brought to his attention and it caused a significant imbalance contrary to good faith. As a consequence, he says that the terms were not binding on him.

Consideration

[26] The question as to whether the 2004 terms and conditions were incorporated in the agreement between the parties is a matter of construction. The appellant is correct when he says that in order for the respondent to rely on the 2004 terms and conditions, it must demonstrate on the evidence that they were provided to the appellant or reasonably brought to his attention before the contract was concluded. The relevant sections of the documentation have been set out above. From that it will be seen that the mortgage offer expressly says that "the loan must be repaid with interest and other fees and costs on the terms set out in the offer or Mortgage Terms and Conditions (2004) Northern Ireland …"

[27] It seems from the evidence considered by the trial judge that neither the appellant, his mortgage adviser or the solicitor acting in the purchase, actually saw or considered the conditions before accepting the offer. In evidence, his mortgage adviser confirmed that he had not seen the terms and conditions, but he assumed that the appellant's solicitor would go though the 2004 conditions with him.

[28] In affidavit evidence, the solicitor averred that "at no time, to the best of my knowledge and belief, was a further set of mortgage terms and conditions made available to me from the plaintiff."

[29] In his evidence before the trial judge, he confirmed that he had received a letter from the respondent dated 13 August 2007. It specifically includes a copy of the mortgage offer referred to above. Importantly, the third paragraph of the letter states:

> "All documents required for this transaction are available from the UCB Home Loans website at **www.ucbhomeloans.co.uk/solicitors**. If you have any difficulties downloading these documents please contact me so that I can arrange for a pack to be sent to you."

[30] In his evidence, he confirmed that he could not remember accessing any documents from the website. The trial judge concluded that it was more likely than not that he did not do so as, if he did, "I consider that he would have made some reference to the 2004 conditions." He accepted that the offer letter referred to three different sets of terms and conditions, namely:

(i) those contained in the Offer;

(ii) those contained in the 2004 Conditions; and

(iii) any special conditions.

[31] Based on this evidence, the trial judge determined that the 2004 terms and conditions were part of the contractual agreement between the parties.

[32] A related issue was the submission by the appellant, to the effect that by reaching this conclusion the trial judge had, in effect, misallocated the burden of proof. This forms the second ground of the appeal.

[33] On a correct reading of the trial judge's judgment, this submission is plainly erroneous. He came to his conclusion by firstly referring to the actual terms of the Offer. It expressly refers to the 2004 conditions. It makes clear that they are part of the Offer. Further, it is clear that the terms themselves provide that the appellant was free to decline the Offer and that there would be no agreement until such times as it was signed by him. The further documentary evidence relating to the correspondence of 13 August 2007 makes it clear that not only were the terms incorporated in the agreement between the parties, but that the relevant conditions were drawn to the attention of the appellant, his mortgage adviser and the solicitor and further were reasonably brought to their attention before the contract was concluded.

[34] The third ground relates to an alleged failure by the respondent to properly prove the 2004 terms and conditions.

[35] The genesis of this issue arose from the fact that the version of the 2004 conditions which was exhibited in the original application before the Master bore on its final page the words "N5172 (October 2009)." This issue is dealt with in para [19] of the trial judge's judgment when he says:

> "Clearly, that document could not have been the version of the 2004 Conditions which related to a mortgage in 2007. The matter was clarified in a further affidavit from Mr Kosifou filed at the direction of the Master after the discrepancy had been raised by the defendant. The further affidavit is dated 24 November 2022. This explains that the oversight "came about because the publication date [ie the date appearing on the version of the 2004 Conditions] did not arise as a relevant consideration in respect of what was considered to be in dispute in this action."
>
> Mr Kosifou goes on to say:
>
> "15. The very first time the issue of the publication date on the 2004 Conditions arose was when the defendant served his skeleton argument just prior to the hearing in September 2022. In his skeleton argument the defendant identified the endorsed publication date. This was the

> first time that I had cause to examine the matter. In so doing I realised that the oversight had arisen and I had inadvertently exhibited the 2004 Conditions published in 2009.
>
> 16. Copies of the conditions published on diverse (sic) dates are stored in an internal drive held by the plaintiff …
>
> [20] To the November 2022 affidavit Mr Kosifou has exhibited, inter alia, the 2009 version and a version bearing on the last page the words 'N5172 (June 2005).' There are no material differences between the 2005 version and the 2009 version."

[36] The trial judge rejected the suggestion by the appellant that "perhaps the 2004 conditions did not exist at the time." He further rejected the suggestion by the appellant that the respondent had intentionally and dishonestly made retrospective changes to primary obligations and its terms and conditions in 2009 for "its own profit and my loss."

[37] Ultimately, the trial judge said that this was no more than a "red herring" and that "evidentially these submissions went nowhere."

[38] The trial judge concluded his analysis of these issues at para [45] of his judgment when he says:

> "[45] I find as a fact that the 2004 Conditions — in the 2005 version as identified by Mr Kosifou — existed at the time the defendant was sent the Offer and could have been accessed if anyone had bothered to try to do so. The Offer made it abundantly clear where the relevant conditions were to be found. The fact that the defendant did not obtain and read the terms, or the fact that neither of his advisers obtained and read the terms and advised him appropriately, does not absolve the defendant from the contractual consequences which arose when he signed the legal charge and received the funds."

We agree with his conclusion.

[39] In relation to ground 4, the appellant contends that the trial judge erred in his interpretation of the mortgage offer by, in effect, relying on witness evidence rather than the documents themselves.

[40] This argument is plainly misconceived. It is apparent that the trial judge came to his conclusions on the contractual terms by reference to the documents themselves. This is clear from the analysis set out above.

[41] The oral evidence he heard related to the fact, which he accepted, that the terms and conditions had not been sought or considered by the appellant, his mortgage adviser or the solicitor acting in the purchase. Oral and affidavit evidence was permitted to explain the issue that was raised concerning the 2009 version of the conditions. In our view, this was entirely appropriate.

[42] Importantly, the oral evidence about which the appellant primarily complains was directed at the issue as to whether the Investment Flexible Variable Rate (IFVR) was enforceable, if the terms and conditions were deemed to be part of the contractual agreement. This is discussed further below.

[43] On the issue of the significance of the registered mortgage terms, there is simply no basis for this as a ground of appeal. What is required to be registered under the Land Registration Act (Northern Ireland) 1970, is the mortgage deed with its accompanying conditions. Registration concerns the creation and priority of the security interest in the land. It does not define the totality of the contractual terms governing the loan as between the parties. As was accepted in evidence by the solicitor acting in the purchase, even if he had seen the 2004 conditions, these would not have been registered in the Land Registry.

[44] Having considered all of these grounds, the court considers that there is no basis upon which it could interfere with the findings of the judge. His findings are supported by both the written and oral evidence. They were plainly open to the judge.

[45] The fact that the trial judge, correctly, in our view, held that the 2004 conditions were part of the terms of agreement between the parties is not the end of the matter. The appellant raised the issue as to whether they should be disapplied for various reasons.

If the 2004 Terms and Conditions were part of the agreement should they be disapplied for any reason?

[46] Turning to the detail of the 2004 terms and conditions it is correct that when a party relies on incorporation by reference or notice, a term which is particularly onerous or unusual requires specific notice before it will be incorporated – see *Interfoto Picture Library Ltd v Stiletto Visual Programs Ltd* [1989] QB 433.

[47] Allied to this issue, a contractual power to vary the interest rate in a mortgage is subject to an implied term that the discretion will not be exercised dishonesty, for an improper purpose, capriciously or arbitrarily – see *Paragon Finance Plc v Nash* [2002] 1 WLR 685 at [36]. The variation of rates for commercial reasons, including

the pass on of increased funding costs, is not a breach of that implied term – see paras [46]-[47] of *Paragon*. These principles have been adopted in this jurisdiction – see *Swift First Ltd v McCourt* [2012] NICh 33.

[48] The trial judge properly analysed the effect of these decisions in paragraphs [49]-[50] of his judgment. We agree with the respondent's submission, accepted by the trial judge, that the terms of the agreement between the parties permitted the respondent to charge the rate which is disputed by the appellant. The offer described the post-tracker rate as the Investment Flexible Variable Rate (IFVR), a variable rate which was "currently 8.04%" and which would apply "for the remainder of the term." The offer did not state that the IFVR tracked the base rate. The offer's own figure contradicted any such suggestion as the IFVR of 8.04% was already 2.29% above the base rate of 5.75% at the date of the offer, well in excess of the 0.29% for the benefit period.

[49] The appellant relies on the decision in *Alexander v West Bromwich Mortgage Co Ltd* [2016] EWCA Civ 496, to support the proposition that there is an inconsistency between what is set out in the offer and the 2004 conditions.

[50] The trial judge found there was no inconsistency. The judge distinguished the decision in *Alexander* properly, in our view, on the grounds that in that case the offer document stated that the reversionary rate would be the same as the Bank of England base rate. The variation clause and the standard conditions were inconsistent with that product's description and so were held not to be incorporated. However, in this case, the offer made no such statement. It described the IFVR as a separate variable rate, then 8.04%, which was not pegged to the base rate.

[51] The appellant placed particular emphasis on the reference to the IFVR in box 4 of the Offer which stated:

> "Any variation to the Tracker or Investment Flexible Variable Rate as a result of the change in the Bank of England base rate will take place on the first day of the following month."

[52] He invites the court to interpret this as meaning that the only basis upon which the rate could be varied was in accordance with changes in the Bank of England base rate. This is not what the entry says. It merely provides for the timing of any variation which is attributable to the Bank of England base rate. It does not say that this is the sole basis upon which the rate might vary.

[53] Similar considerations apply to the point made in oral submissions by the appellant that box 7 of the Terms of Offer asks the question, "What if interest rates go up?" The answer is:

> "The monthly payments shown in this offer could be considerably different if interest rates change. For example, for a one percentage point increase in Bank of England base rate, your monthly premium will increase by around £159.98."

[54] The appellant argues that this demonstrates that the offer, notwithstanding the express reference to the 2004 conditions, and the reference to 8.04% means that the respondent could only vary the rate in accordance with changes in the Bank of England base rate. This is plainly unsustainable. It is clear from the wording that the reference to the Bank of England base rate was merely an "example" of when the interest rate payable might vary. The figure of £159.98 referred to the payments at that time which were to be in place for a two-year period.

[55] The stated term of 25 years does not assist the appellant. The offer expressly provided that the IFVR, a variable rate, would apply for the remainder of the term, after the initial two-year benefit period had expired. In our view, the terms of the agreement are clear and consistent.

[56] The trial judge heard evidence on behalf of the respondent as to how the variable rate worked and how it was applied in this case. The terms of the condition and the operation of the IFVR are entirely consistent with commercial practice in the field and there is no basis for finding that the terms were exercised dishonestly, for an improper purpose, capriciously or arbitrarily or that they in any way fell foul of consumer credit legislation. This was a commercial transaction conducted in accordance with common commercial practice.

[57] As the trial judge found, the terms and conditions in dispute were terms of the agreement between the parties and were properly applied.

The consumer credit argument

[58] It became clear during submissions that the appellant took out this loan in the course of a commercial exercise and that he was engaged in extensive purchases of properties to let. As a consequence, we do not consider that the Consumer Contracts Regulations apply in his case, although we did not hear evidence on this point. In any event, having regard to our analysis above, we do not consider that any breach of consumer credit legislation could be established.

Conclusion

[59] It is common case that the appellant has not made any payment under the mortgage agreement since 2015. This clearly constitutes a breach of the terms between the parties (however interpreted). There is simply no defence to the application brought by the respondent.

[60] We see no basis for interfering with the decisions of the trial judge or the Master which we fully endorse. Accordingly, the appeal is dismissed. We grant the respondent an order for possession of the premises known as Apartment 5, Mount Royal Apartments, 4 Eglinton Street, Portrush, under Order 88 of the Rules of the Court of Judicature in Northern Ireland.