

**EXHIBIT “B”**

2897

Dr J S Barnett  
2<sup>nd</sup>

Plaintiff  
JSB 2,3 & 4

10 ✓ March 2009

UNITED STATES BANKRUPTCY COURT  
MIDDLE DISTRICT OF FLORIDA  
TAMPA DIVISION

In re:

ESTATE OF A. CARY HARRISON, III

Case No. 8:08-bk-07002-KRM

Debtor in a Foreign Proceeding.

\_\_\_\_\_ /

S.J. WILLIAMS, TRUSTEE,

Adv. Pro. No. 08-0624

Plaintiff,

vs.

RANDOLPH C. HARRISON,

Defendant

\_\_\_\_\_

WITNESS STATEMENT

\_\_\_\_\_

Dr James Snowdon Barnett states:

Introduction

1. (1) I am a Solicitor of the Supreme Court of Judicature of England & Wales,

admitted 1<sup>st</sup> March 1967 who became a Solicitor-Advocate on 10<sup>th</sup> October 2001. I am a Doctor of Fine Arts.

- (2) I practice on my own account as - James S Barnett  
and from - The Pavilion, 10 Inkpen Road  
Kintbury, Berkshire, RG17 9TU.
- 

2. (1) I make this Witness Statement from my own information and belief.
- (2) I have placed my exhibits into 3 Bundles which are now produced and shown to me marked JSB-2, JSB-3 and JSB-4 because JSB-1 is annexed to my previous Statement.
- (3) At page 1 of JSB-2 is a copy of my current Practicing Certificate.

At page 2 of JSB-2 is a copy of my Higher Courts qualification which means I have the right of audience in all Civil Courts in England and Wales including the Court of Appeal, the House of Lords and the Privy Council.

At page 3 of JSB-2 is a copy of my Certificate of Good Standing.

I am also European Counsel.

#### Background

4. (1) For a number of years I have been involved in defending Names at the Society of Lloyds in London ("Lloyds").
- (2) At JSB-3 is a copy of a Witness Statement which I signed (together with its Exhibit JSB-1) on 23<sup>rd</sup> May 2008.

- (3) At paragraph 2, I explain how I met the late A. Cary Harrison III (“Cary”). I draw attention to the phrase in 2 (3): “his home at One Rectory Grove” (“the Property”).
- (4) I did not realise until I attended his Memorial Service on 21<sup>st</sup> May 2003 (para 3 (3) thereof) how few people had attended Cary’s home. I mention that I did at para 2 (4) and upon reflection I think this was a special privilege he afforded to me of which I was not aware at the time.
- (5) I have been fortunate in the practice of the law (which I entered as a clerk on 23<sup>rd</sup> January 1962) that in defending clients, many become friends. Cary was one such.

As I have always been interested in matters outside of the law, we had many (may I call them) philosophical conversations over several years, and part of that to which I now testify is my recollection of part of those.

#### The Property as Cary’s Home

5. (1) The case in which I was first involved for Cary was repossession of the Property by State Bank of New South Wales (“the Bank”) who had provided to Lloyds a Guarantee in respect of Cary’s liabilities to Lloyds.

The Bank had paid that and sought recovery from Cary.

- (2) I have no doubt that throughout the time I knew Cary, he viewed the Property as his home.

When I attended the Property on 30<sup>th</sup> April 2003 after his death, I located a note in Cary’s own handwriting headed:

“Harrison’s Home  
4 Charges  
1 Rectory Grove  
SW4 0DY”

---

and a copy is at page 1 of JSB-4.

- (3) His home (the Property) needed to be seen to be believed. It was stocked throughout with his papers, not only relating to Lloyds but to all of his affairs. He had in his kitchen a series of “clothes lines” on which he pinned “matters to be attended to”.

He was very careful about access to the Property and very selective as to who he admitted because (he told me) he feared Lloyds “breaking in and taking away his papers”.

I make this point because he told me he could not afford keeping another set of these papers elsewhere. This Property was his sole base of operation. It was because his papers were there that he did not like to leave the Property and was watchful as to whom he allowed inside.

It was only the Property to which I addressed my correspondence in his lifetime. It was where I met him when I did not see him either in the Law Courts in the Strand in London or in their environs.

I explain this at paragraph 8 of my Statement at JSB-3.

- (4) At page 2 of JSB-4 is the draft letter I prepared in April 2003 immediately after Cary’s death and which I circulated widely to his friends and associates in which I use the phrase: “(Cary) was found dead at his home”.

- (5) For completeness at pages 3 to 5 of JSB-4 is a copy of my file note of my meeting with the Defendant (“Randy”) of Friday 2<sup>nd</sup> May 2003. Again I refer to the Property as “Cary’s house”.
- 
- (6) After Cary’s death, I obtained from Lloyds a copy of his Verification Form and that letter of 4<sup>th</sup> July 2003 is at page 6 of JSB-4 and the Form at pages 7 to 10.

It is relevant to Cary’s state of mind when he signed this Form on becoming a Name at Lloyds in 1987/8 to note that on page 10 (page 4 of the Form) he does not complete the paragraph (7) when:

“Paragraph (7) is for US nationals/residents only”

- (7) At page 11 of JSB-4 is a copy of my letter to the Oxford Probate Registry of 13<sup>th</sup> May 2003 which shows me seeking the assistance of the Court.

At page 12 is their reply of 4<sup>th</sup> June 2003 and at pages 13/14 my longer letter of 27<sup>th</sup> October 2003. At that time Randy’s lawyers in America were considering me taking out the first Probate in England; that is not re-sealing a US Probate in England.

The further relevance of this 27<sup>th</sup> October 2003 letter is that it refers to: “there may be also real estate in the United States”, but that is clearly secondary to the fact that Cary viewed the Property as his home.

The Litigation

6. (1) Although I represented Cary in the Bank's Case, he preferred to be "hands on" in the Lloyds Case.

(2) In the Lloyds Case, I helped him with the drafting and consideration of documents and with procedure generally. It should be remembered that he was suing Lloyds as well as defending their Counter-claim.

(3) However, every document I saw on his behalf emanated from the Property, nowhere else. Often in Cary's own inimitable handwriting.

(4) He was, as far as I am aware, most always in England because he was not only dealing with his own cases, but he "kept an eye" on other Lloyds litigation and assisted others. This was his generosity of spirit.

(5) The only times I was aware he was away from London (and he did not travel elsewhere in England as far as I am aware) was when he went to see his elderly mother in the United States.

(7) As to the Lloyds Case

(a) In the Writ of Summons Cary issued against Lloyds (Short Title 1998 Folio 1732 QBD Commercial Court Harrison v Lloyds) Cary gave his address as the Property.

In all the other Pleadings which I have seen in the Lloyds Case, Cary gives his address only as the Property and all the copy correspondence from Cary to the Court and Lloyds is addressed to and from the Property. Many of Cary's letters are on lined paper

and at the top he sticks a printed address label and that is the address of the Property.

- (b) At page 15 of JSB-4 is Mr Justice Cooke's Order of 8<sup>th</sup> August (sealed 19<sup>th</sup>) 2004 whereby Randy is appointed personal representative of Cary's Estate for the Lloyds Case.
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- (c) The Transcript before Mr Justice Steel 11<sup>th</sup> May 2000 states:
- (i) Page 2 lines 53/4 where the Judge says of Cary "a man whose house is at risk".
  - (ii) Page 9 lines 52 to 54 where the learned Judge says (of Cary):  
"judgement in this case will inevitably lead, if executed upon, to the loss of his house, his home and his income".
  - (iii) Page 10 lines 20 to 23 where Lloyds Counsel Mrs Wickes states (of Cary) "would involve sale of the house in Clapham which is his home".
  - (iv) Page 10 line 48/9 (of Cary) the learned Judge says:  
"he was a man who was going to lose his house".
  - (v) There are other references to Cary's home but I think these should suffice except to add Cary's own words to the learned Judge from page 16, lines 46-47.

"Right, exactly but it is not back in 1996, it is in 1998 and, yes, Clapham property has gone much higher. Again, I jointed on the basis of my



Clapham property. That was my pledge, that was my asset. Now they are trying to take that away”.

(8) **As to the Bank's Case**

(a) This was issued on 25<sup>th</sup> June 1999 and is based on a second legal charge of 7<sup>th</sup> November 1988 given by Cary to the Bank to secure the Bank's guarantee to Lloyds.

(b) I came onto the record in those proceedings on 5<sup>th</sup> July 1999.

(c) In his 1<sup>st</sup> Statement of 8<sup>th</sup> September 1999 Cary says:

3.

“I live at 1 Rectory Grove, Clapham Old Town, London, SW4”

And at paragraph 6 of that Statement he says:

“When dealing with an elderly gentleman such as myself and one who is not a native of this country, and did not become a permanent resident of this country until well into his 40's, when the matter at issue is my home and as will be seen my major source of income, I really do think more care should be taken as this seems to be activity touching upon harassment and is completely unnecessary”.

And further in the same paragraph:

“My family is in America and my mother is nearly 96 years of age, quite deaf and needs a wheelchair for transport round the nursing home where she lives. I had arranged to spend some time this Summer, up to three or four weeks

visiting with her and, as the elder of her two sons, coordinating on necessary and other arrangements, but mainly because of this Case I have not been able to get away so far. Therefore I had planned to spend the last two weeks of September and the first two weeks of October with her. Because of her age and health I cannot possibly explain to her these proceedings which may result in the loss of my home and income and would be distressing and could be terminal for her”.

This is the only occasion of which I am aware in which Cary made an Application for an adjournment of proceedings because he needed to visit America, and his visit was only to see his mother. It was not to reside in some US property.

- (d) Again in his 2<sup>nd</sup> Statement of 21<sup>st</sup> October 1999 Cary says “I live at One Rectory Grove”.
- (e) He does so again in his 3<sup>rd</sup> Statement of (undated) November 1999 “I live at One Rectory Grove”.

However, paragraph 11 of that Statement is pertinent when he says of his position with Lloyds:

“in 1988 I was 11 years younger, being then 58.

I am now in retirement. I have had paid to Lloyd’s £158,000 by way of Stop Loss Policies (excluding this £70,000 or £80,000).

Incidentally, for completeness, my Stop Loss was £200,000 but the balance of £42,200 seems to have gone AWOL.

I have been involved in expensive litigation. I have lost my live-in partner. Obviously I have had to utilize capital to live on.

The Florida unfurnished small rental villa was sold by me in order to do re-roofing, plumbing and updating my home and the basement flat at Rectory Grove.

The two Spanish properties were community property with Ms McFarlene who was also a Name at Lloyds. They were sold to pay her losses and to inject money into Rectory Grove which is part of the outstanding £50,000 loan owed by me to her.

For example, when I became redundant in 1974 in the Secondary Banking collapse, I put the whole of my £30,000 redundancy into Rectory Grove to buy and to upgrade it”.

This seems to me to show Cary’s state of mind as having his home in the Property.

- (9) Generally, when Cary refinanced the Property with Bank of Scotland (to repay the Bank), although I did not act in that refinancing, it was a first mortgage on his residential home. It could be no other else he would not have been able to refinance.
- (10) Finally, at page 16 of JSB-4 is Randy’s letter to me of 25<sup>th</sup> September 2003 and my requested draft at page 17 showing Cary’s “personal effects” being at the Property at his death.

The Intended Resealing of the Florida Probate in England

7. (1) In England where there is freehold property, and the Property is freehold, for it to be transferred or assented out of Cary's title into, for instance, his son Randy's name, it is essential to have an English Grant of Probate which in this case is the only appropriate method because Cary left a Will.
- (2) At paragraph 4 of JSB-3, I explain meeting Cary's son Randy.
- (3) By 1<sup>st</sup> April 2005 my instructions were that the Probate was to be extracted in Florida and I was to reseal in England. At page 18 of JSB-4 is a copy of a Note I prepared for Randy on 1<sup>st</sup> April 2005. This shows that not only was I to be instructed in the English Probate but also in the sale of the Property. All this by Randy as the Personal Representative of Cary.
- (4) In paragraph 5 of my Statement in JSB-3, I explained the settlement with Lloyds and I exhibited the relevant documents at pages 2 – 14 of Exhibit JSB-1 to that Statement.
- (5) In England, it is necessary to advertise for creditors of a deceased's estate. An advert in the London Gazette is Notice to the whole world as to English creditors. It is good probate practice.

At page 19 of JSB-4 is the Certificate of Insertion and at page 20 the Notice dated 11<sup>th</sup> March 2005.

I stress that this Notice relates only to the English Probate. There is no mention of any Grant in Florida, either actual or intended, because there does not need to be such.

If I had been in any doubt as to my status in extracting the English Probate, I would not have made this Advertisement.

I have had no response to it because I expended part of the monies sent to me by Summers in paying off Cary's creditors, I knew of none outside of England and none such have ever approached me in respect of outstanding debts at Cary's death. I did not expect a response from:

- (i) Bank of Scotland the first mortgagee;
- (ii) Mrs MacFarlane the second mortgage;
- (iii) Lloyds, the first cautioner
- (iv) Myself the second cautioner

because I and Randy were well aware of their claims and status and it would have been otiose for them to contact me.

- (6) I had prepared and sent to Randy all the papers and, therefore, as far as I was concerned, everything was ready and prepared for me to reseal the US Grant in England but Randy did not return the papers duly executed to me and so I could take the matter no further.
- (7) Perhaps I could add to assist the US Court that the 4 persons at (5) above would not need to be concerned in a Florida Probate. That could not effect the sale of the Property. It is the English Grant which gives the personal representative power to sell.
- (8) As far as I am aware as the second cautioner at (5) (iv) above I have received no formal notice of the Florida Probate in that capacity. All I received as Solicitor-Advocate was a copy to reseal in England.

**Some comments on the Defendant's evidence in Florida**

8. Motion to Abstain etc 26.01.09

Paragraph 2

- (1) Cary never told me he “maintained his homestead in Treasure Island, Pinella County, Florida.
- (2) I never saw Cary drive in England. Indeed when he died Randy disposed of a wrecked car in the garden of the Property.
- (3) Although I only came on the record for Cary in England in the Bank Case in 1999, I did meet him first in the spring of 1998 and at all times thereafter he represented to me that his home was no-where else than the Property.

Paragraph 3

- (4) I do not understand paragraph 3. When I met Cary he told me he was a retired banker from “Manie Hannie” (Manufacturers Hanover), a bank with whom I had had some dealings and this was further common ground between us.
- (5) Indeed, at paragraph 19 of his 1<sup>st</sup> Statement of 8<sup>th</sup> September 1999 in the Bank case he says:

“Let me say this at the inception. I do not want to give the impression that I do not know what I am doing or that I did not know what I was doing when I joined Lloyds.

What I say is that as a sophisticated Banker I carried out all the due diligence that I could but even then I was completely duped and

deceived by all these people who, quite simply, hid the salient facts from me despite my attempts to probe”.

Paragraph 4

(6) I do not understand this.

At page 21 of JSB-4 is a copy of the Funeral Account which shows clearly that Cary was cremated in England and not buried in Virginia.

Statement of Truth

The Statements of Fact in this Witness Statement are true.



.....  
Dr James Snowdon Barnett  
Solicitor-Advocate  
The Pavilion  
10 Inkpen Road  
Kintbury  
Berkshire  
RG17 9TU  
England



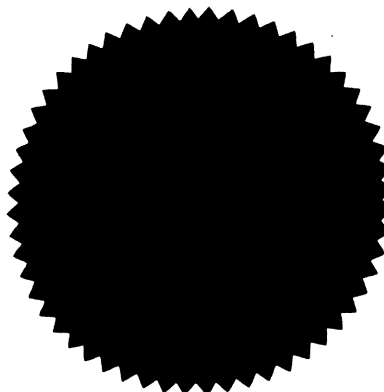
March 2009

*Truly signed in my presence*



RICHARD W. GEORGE

NOTARY PUBLIC



Dickins Hopgood Chidley LLP  
The Old School House  
42 High Street  
Hungerford  
Berkshire RG17 0NF





2897

Dr J S Barnett  
2<sup>nd</sup>  
Plaintiff  
JSB 2,3 & 4

*JSB* March 2009

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UNITED STATES BANKRUPTCY COURT  
MIDDLE DISTRICT OF FLORIDA  
TAMPA DIVISION

In re:

ESTATE OF A. CARY HARRISON, III

Case No. 8:08-bk-07002-KRM

Debtor in a Foreign Proceeding.

\_\_\_\_\_ /

S.J. WILLIAMS, TRUSTEE,

Adv. Pro. No. 08-0624

Plaintiff,

vs.

RANDOLPH C. HARRISON,

Defendant

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WITNESS STATEMENT

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Dr James S Barnett  
Solicitor-Advocate  
The Pavilion  
10 Inkpen Road  
Kintbury  
Berkshire  
RG17 9TU  
JSB.NDC.2897



2897

Dr J S Barnett  
2<sup>nd</sup>

Plaintiff  
JSB 2,3 & 4

*JSB*

March 2009

UNITED STATES BANKRUPTCY COURT  
MIDDLE DISTRICT OF FLORIDA  
TAMPA DIVISION

In re:

ESTATE OF A. CARY HARRISON, III

Case No. 8:08-bk-07002-KRM

Debtor in a Foreign Proceeding.

\_\_\_\_\_  
S.J. WILLIAMS, TRUSTEE,

Adv. Pro. No. 08-0624

Plaintiff,

vs.

RANDOLPH C. HARRISON,

Defendant

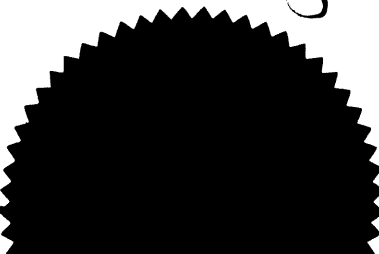
EXHIBIT JSB-2

This is the Exhibit marked JSB-2 referred to in the Witness Statement of Dr James  
Snowdon Barnett dated *JSB* March 2009 being Dr Barnett's  
qualifications.

*Signed in my presence*  
*Notary Public*

DICKENS HOPGOOD CHIDLEY LLP

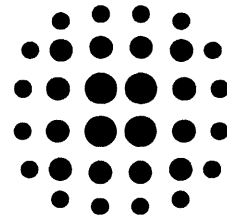
NOTARY PUBLIC



*Signature of Dr James Snowdon Barnett*

.....  
Dr James Snowdon Barnett  
Solicitor-Advocate

Dickins Hopgood Chidley LL  
The Old School House



Solicitors  
Regulation  
Authority

*Practising Certificate  
for the year 2008-2009*

Under the Solicitors Act 1974

JAMES SNOWDON BARNETT

is entitled to practise as a solicitor

Antony Townsend  
Chief Executive

The independent regulatory body of the Law Society

Commencement date 01/11/08

Replacement date 31/10/09

SRA number 83616

# *The Law Society*



*By the Authority of the Council  
it is certified that*

***James Snowdon Barnett***

*has been granted the*

***Higher Courts (Civil Proceedings)  
Qualification***

*and is authorised to exercise rights of audience in  
the High Court in all proceedings and in other  
courts, in all Civil proceedings this tenth day of  
October 2001*

A handwritten signature in black ink, appearing to be 'J. H. M. C.', written over a horizontal line.



# Certificate of Good Standing

I hereby certify that

**JAMES SNOWDON BARNETT**

**of James S Barnett, Merlin House  
2 Church Street, Hungerford  
Berkshire, RG17 0JG**

was admitted on **1 March 1967** as a solicitor of the Supreme Court of England and Wales and is on the roll of solicitors of that Court.

He has not been struck off the roll, nor suspended from practice, and is of good standing as a solicitor. He does hold a current practising certificate and is therefore entitled to practise as a solicitor of England and Wales.



For **Antony Townsend**  
Chief Executive

The independent regulatory body of the Law Society  
Issue date 05 July 2007 SRA number 83616

(2)



2897

Dr J S Barnett  
2<sup>nd</sup>  
Plaintiff  
JSB 2,3 & 4

March 2009

*JSB*

UNITED STATES BANKRUPTCY COURT  
MIDDLE DISTRICT OF FLORIDA  
TAMPA DIVISION

In re:

ESTATE OF A. CARY HARRISON, III

Case No. 8:08-bk-07002-KRM

Debtor in a Foreign Proceeding.

S.J. WILLIAMS, TRUSTEE,

Adv. Pro. No. 08-0624

Plaintiff,

vs.

RANDOLPH C. HARRISON,

Defendant

EXHIBIT JSB-3

This is the Exhibit marked JSB-3 referred to in the Witness Statement of Dr James Snowdon Barnett dated *JSB* March 2009, being a copy of Dr Barnett's Witness Statement of 23<sup>rd</sup> May 2008 and Exhibit JSB-1.

*Signed in my presence*

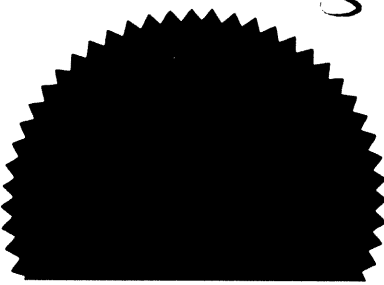
*[Signature]*

RICHARD W. SCOTT

NOTARY PUBLIC

*[Signature]*

Dr James Snowdon Barnett  
Solicitor-Advocate



Dickins Hopgood Chidley LLP  
The Old School House  
42 High Street



J S Barnett

Trustee

1<sup>st</sup>

23<sup>rd</sup> May 2008

JSB-1

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**IN THE MATTER OF**

**The Estate of the late A C Harrison III  
(in Bankruptcy)**

**Dr J S Barnett's First Witness Statement**

James Snowdon Barnett will state

**Introduction**

1. (1) I am a Solicitor admitted 1<sup>st</sup> March 1967 who became a Solicitor-Advocate on 10<sup>th</sup> October 2001.

I am also a Doctor of Fine Arts.

(2) I practice on my own account from Merlin House, Church Street, Hungerford, Berkshire, RG17 0JG.

(3) I make this Statement at the request of the Trustee of the late Bankrupt's Estate.

(4) I have placed my Exhibit in a Bundle which is now produced and shown to me marked JSB-1 and to which I refer by page number.

2. (1) Since a date on or about 1987 I have acted for persons who were Names at the Society of Lloyds in London ("Lloyds").

(2) After one of my Court appearances the late Cary Harrison introduced himself to me outside the Law Courts in the Strand.

(3) Thereafter I assisted him in his litigation against Lloyds and his defence of a counter-claim brought by Lloyds as well as defending proceedings involving the Bank of New South Wales, who were trying to re-possess his home at One Rectory Grove, Clapham Old Town, London, SW4 0DX ("the Property") pursuant to a Lloyd's guarantee.

(4) During this time the late Cary Harrison became a friend and I was invited to his home, the Property, and from what he told me he did not allow many into his home as he feared his Lloyds papers stored there might be placed at risk.

#### His Death

3. (1) The time of the late Cary's death was fixed by the Coroner as at 18<sup>th</sup> April 2003.

(2) I last met Cary in early April in the Strand, and he told me that he wanted me to settle for him with Lloyds but there was a Lloyds case he was following and would contact me for a meeting after that concluded.

Although that meeting did not take place, because of his death, he did give me the parameters of figures at which he would settle and I am pleased to say that the settlement to which I refer below was within those parameters.

(3) I attended Cary's Service of Thanksgiving on 21<sup>st</sup> May 2003 at St Luke's Church, Chelsea.

4. It was shortly after his death that I was contacted by his son Randolph (otherwise Randy) Cary Harrison and I first met him at the Property on 30<sup>th</sup> April 2003. I met him several times thereafter and he introduced me to his partner and to his uncle, who were helping him with his late father's Estate.

#### Lloyds

5. (1) In negotiating on Randy's behalf settlement with Lloyds I was in contact with Randy's US Attorney Mr Warren Ott.

At page 1 is my handwritten note to him of 14<sup>th</sup> February 2005.

At page 2 is my Index and at pages 3 to 13 the annexures which shows that they were not just involved with "an end product" but with the minutiae leading up to settlement.

At page 14 is a sealed copy of the Order of 15<sup>th</sup> \*sealed 21<sup>st</sup>) February 2005 by which Lloyds is to receive £282,000.

(2) As I have said not only was that settlement within my parameters but it also honoured Cary's wish that Lloyds did not obtain an Order for Costs against him.

(3) It is inconceivable to me that Randy and/or Mr Ott are not aware of Lloyds judgement.

(4) My working bundles are with the Trustee but I can easily attend at Preston and prepare a more detailed statement showing the length and detail of my conversations and correspondence with Randy and his Attorney Warren Ott.

Ms MacFarlane

6. (1) Cary told me that Ms MacFarlane used to occupy the self-contained garden flat at the basement of the Property.

(2) When she moved out and transferred the Property into Cary's sole name, she retained a second charge on the Property.

(3) I have never seen any documents relating to that transfer or second charge but Cary told me it was for £50,000 and he also told me that Ms MacFarlane had moved out in the summer of 1992.

(4) Therefore, when I prepared the papers for the extraction of an English Grant of Probate I prepared a Schedule and a copy is at page 15, calculated up to the date of Cary's death on 18<sup>th</sup> April 2003. I used, for simplicity, the Court rate of 8% but that has not been agreed by Ms MacFarlane in so far as I am aware.

(5) In respect of the extraction by me of an English Probate, Randy did not use Mr Ott but another US lawyer, David M Rieth.

(6) Again, both Randy and Mr Rieth have copies of this Schedule with the Probate papers which I prepared and so they cannot be unaware of Ms MacFarlane's second charge.

(7) Also, as I say in paragraph 5 (4) above, I can always prepare a more detailed statement as to their knowledge.

(8) During his lifetime, when Cary re-financed with Bank of Scotland in June 2002, Ms MacFarlane remained as Second Mortgagee.

Myself

7. (1) At page 16 is a copy of my Judgement of 27<sup>th</sup> February 2007 in the sum of £46,490.38 payable forthwith.

(2) Interest runs on that from 28<sup>th</sup> February 2007 at 8% which is £10.19 per day.

(3) At page 17 is a copy of my Interim Charging Order over the Property of 5<sup>th</sup> (sealed 16<sup>th</sup>) March 2007.

(4) At page 18 is a copy of my Interim Third Party Order of 17<sup>th</sup> (sealed 18<sup>th</sup>) April 2007, in respect of funds then held by Russells Solicitors of London.

(5) Randy then wrote to the Court as is evidenced by Master Ungley's Order at page 19 of 27<sup>th</sup> April (sealed 2<sup>nd</sup> May) 2008 which says:

"Master Ungley..... read a letter to the Court from the Defendant dated 23<sup>rd</sup> April 2007".

A copy of that endorsed by Master Ungley is at page 20. The matters referred to in that letter, I have dealt with in evidence and so I do not now exhibit such.

(6) From that it must be clear that Randy knows of my judgement debt.

(7) Further, at page 21 is Wither's letter to me confirming:

"we act for Mr Randy Harrison in his personal capacity"

and they did attend before Master Ungley in these proceedings on 25<sup>th</sup> July 2007.

Randy is therefore represented in England.

(8) As evidence of my acting for Randy in his father's Estate in England, at page 22 is a copy of his request to me of 25<sup>th</sup> September 2003 and my reply is at page 23.

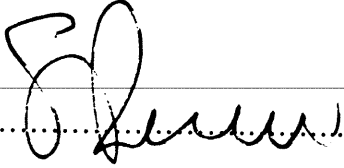
(9) Because of Lloyds Insolvency Order against the late Cary Harrison's Estate my proceedings for the two interims to be made final were simply "placed on ice" in October 2007 by Master Ungley.

The Property

8. (1) In the ten or so years I knew Cary before his untimely and sad death in April 2003, the only home I knew Cary had was the Property. It was absolutely “stuffed full” of his papers and possessions collected over many years.
- 
- (2) It took Randy some time to empty the Property and I helped him isolate and identify the relevant Court papers. Pages 22/23 show Randy moving Cary’s personal effects to the United States from his English Home.
- (3) Once every couple of years during that period Cary went to the States but I understood that was to visit his mother. I never knew that Cary had any US property.
- (4) He did tell me of a property in Spain which he could visit but, quite frankly, during the time I knew him, he was too pre-occupied with his litigation to contemplate a holiday break in Spain.
- (5) Cary wanted me to settle with Lloyds, remortgage the Property so that he could see (his words) his days out there at the Property. I knew nothing of any intention of Cary’s to sell the Property or move elsewhere.
- (6) Cary (as far as I am aware) always gave his domicile as Florida but stated his residence as being at the Property. He always told me his nationality was American but he valued his connection with England.

Statement of Truth

The statements of fact in this Statement are true

A handwritten signature in black ink, appearing to read "Dr. James S. Barnett", is written over a horizontal dotted line.

Dr James S Barnett

Solicitor-Advocate

23<sup>rd</sup> May 2008



J S Barnett

Trustee

1<sup>st</sup>  
23<sup>rd</sup> May 2008

JSB-1

---

**IN THE MATTER OF**

**The Estate of the late A C Harrison III  
(in Bankruptcy)**

**Dr J S Barnett's First Witness Statement**

**Dr James S Barnett  
Solicitor-Advocate  
Merlin House  
Church Street  
Hungerford  
Berkshire RG17 0JG**

**Tel: 01488 684645  
Fax: 01488 683018  
DX: 47106 Hungerford**

Trustee  
1<sup>st</sup> *23rd* May 2008  
JSB-1

**IN THE MATTER OF**

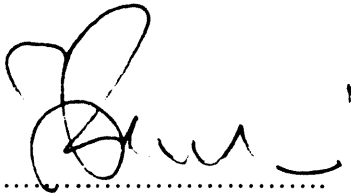
**The Estate of the late A C Harrison III  
(in Bankruptcy)**

**Dr J S Barnett's First Witness Statement**

This is the Exhibit marked JSB-1 referred in Witness Statement of Dr James S Barnett of

*23rd* May 2008

Signed:



.....

Dr James S Barnett

Solicitor-Advocate

*23rd* May 2008



**JAMES S BARNETT**

James Snowdon Barnett D F A  
Solicitor - Advocate (Higher Courts Civil)

Solicitor & Commissioner for Oaths  
Registered Legal Practitioner (Isle of Man)

Gi

Merlin House  
Church Street  
Hungerford  
Berkshire RG17 0JG

Telephone (01488) 684645  
Fax (01488) 683018  
DX: 47106 Hungerford  
Email: jsb@snowdonbarnett.com

Dear Warren

Re Hawman

Here is up

Bundle

Jaey

14/2/09

12



**JAMES S BARNETT**

James Snowdon Barnett D F A  
Solicitor - Advocate (Higher Courts Civil)  
Solicitor & Commissioner for Oaths  
Registered Legal Practitioner (Isle of Man)  
Accredited (SPC) Mediator

9 ii

Merlin House  
Church Street  
Hungerford  
Berkshire RG17 0JG

Telephone (01488) 684645  
Fax (01488) 683018  
DX: 47106 Hungerford  
Email: jsb@snowdonbarnett.com

Dear Mr Martin  
Hawthorn

See Bundle in order

- (1) My letter 11/2/05 2 pages
- (2) Your letter 14/2/05 "
- (3) Mine of 14/2/05 4 pages
- (4) Your 2nd 14/2/05 2 pages
- (5) Order 1 page

Benzy



# JAMES S BARNETT

James Snowdon Barnett D F A  
Solicitor - Advocate (Higher Courts Civil)  
Solicitor & Commissioner for Oaths  
Registered Legal Practitioner (Isle of Man)

Merlin House  
Church Street  
Hungerford  
Berkshire RG17 0JG

Telephone (01488) 684645  
Fax (01488) 683018  
DX: 47106 Hungerford  
Email: jsb@snowdonbarnett.com

JB/cc 1908(3)

G iii

11 February 2005

Mr I Bradford  
Legal Services Department  
Lloyd's  
One Lime Street  
London EC3M 7HA

Dear Mr Bradford

The late Cary Harrison III Estate ("the Estate")  
~~Without Prejudice~~

now open SP 14/2005

Overnight I've received instructions from Mr Randy Harrison's US Attorney to enable me to table the Estate's final offer to settle all matters today in order to avoid the need for a Hearing on 15th February 2005 of Lloyds Application for Summary Judgment. The offer is structured as follows:

1. Lloyd's claim appears to be:

Equitas	183,000
Central Fund	<u>100,000</u>
	283,000

plus interest at 8%	
on Equitas 8 years	117,000
on Central 4 years	<u>32,000</u>
	432,000

2. Notwithstanding that the Estate is advised that there are major difficulties in Lloyds pursuing recovery of the alleged Central Fund Debt from the Estate, because (inter alia) Lloyd's "Shield" in the Equitas Premium Claim is not available to them in the Central Fund Claim, with the intention of reaching an overall Settlement, the Estate will pay Lloyds the sum of £282,000 ("the sum").

3. The sum is calculated as follows:

(1) the Clapham house (as per my letter 7.2.05 at para 8)	186,500
(2) Citibank Dollars worth (say)	3,000
(3) Florida property (roughly Carv's figure)	92,500



Handwritten marks: a circled '3' and a signature 'FL'.


B 

Giv

...2

4. For clarity:

- (1) The Clapham house is the freehold of 1 Rectory Close, Clapham Old Town, London, SW4 0DX on which Lloyds has a Caution. 
  - (2) Citibank Dollars are the uncashed dollars presently I presume unopened at the Clapham house.
  - (3) As to Florida I am told this:  
"the Florida residence still sits there, unrented, at last report leaking badly, both water and money, although the extent of hurricane damage has not been assessed".
5. Payment of the sum will be made by the Estate out of the net proceeds of sale of the Clapham house.
6. Mr Randy Harrison will instruct Dr Barnett
- (1) To extract as quickly as possible a Probate out of the Oxford D P R in respect of the Estate.
  - (2) To take all steps necessary for the sale on the open market of the Clapham house as quickly as possible.
  - (3) To pay Lloyds the Sum out of the net proceeds of sale after deducting only:
    - (a) legal and Estate Agents costs disbursements and VAT
    - (b) the Charges to Bank of Scotland and Ms McFai ~~leae~~ 
7. Lloyds will remove its Caution on the Clapham house and its Caveat on the Estate.
8. Lloyds and Equitas will accept the Sum in full and final settlement of all Claims and demands, interest costs and expenses save that the Estate recognises that in the event of Equitas' collapse the Estate may face further demands as to which the Estate reserves its position and that subject only to that "Equitas collapse" point, the Estate is released.
9. If Lloyds do not agree to vacate the hearing on Tuesday 15th then this offer will be withdrawn.

I do hope that this letter meets with Lloyds approval. It is the best the Estate can do. I am available on my mobile but I am in the Court of Appeal this morning. I will try to speak to you during the adjournment. My mobile No. is 07786 540753. 

C ✓

**LLOYD'S**

Your ref:  
Our ref: LAC/052129Q/0554 (PM/CS050214)  
Direct line: 020 7327 5711  
Direct fax: 020 7327 5502

One Lime Street London EC3M 7HA  
Telephone 020 7327 1000  
Facsimile 020 7626 2389  
Web www.lloyds.com

14 February 2005

James S Barnett  
Merlin House  
Church Street  
Hungerford  
Berkshire  
RG17 0JG

By Facsimile 01488 683 018

WITHOUT PREJUDICE

The 3 letters 11/2/2005 Barnett  
2 x 14/2/2005 Lloyd's  
are now open SD

Dear Mr Barnett

**THE ESTATE OF MR A C HARRISON III**

I write further to your telephone conversation with Jennifer Gill last Friday regarding settlement and your facsimile dated 11 February 2005. Jennifer is on annual leave this week and please therefore send any correspondence on this matter to me.

I can confirm that Lloyd's is prepared to reach a settlement of this matter on the following basis.

Lloyd's will accept the sum of £282,000 in full and final settlement of all the estate's outstanding Lloyd's liabilities subject to payment being received on or before 15 August 2005.

The estate will be required to sign the attached Consent Order consenting to Judgment which is to be sealed immediately. However, Lloyd's will agree not to take any steps to enforce that Judgment until 16 August 2005. Whilst Lloyd's may take steps to enforce the Judgment after this date, Lloyd's appreciates that the estate may need to sell properties in order to raise the sum of £282,000. Lloyd's will take this into account in the event that, despite the estate's best efforts, the properties have not been sold by 16 August 2005 and the estate is therefore unable to make payment at that time.

The estate will be required to sign the standard Non Accepting Names' Agreement with which I believe that you are familiar.

With regard to any caution that Lloyd's may have over the Clapham property, Lloyd's will undertake to provide you with the necessary signed Land Registry form to remove it on receipt of the net sale proceeds as set out in paragraph 3 of your letter of 11 February 2005.

X 5

G vi /....

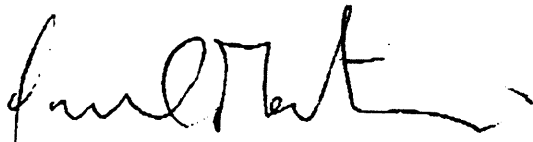
We do not believe that any action is necessary in respect of the caveat in respect of the estate which we believe only provides for notification to be given to Lloyd's of any application for probate. That said, Lloyd's will take whatever steps are necessary in relation to the caveat in order to allow the estate to obtain probate.

Lloyd's will agree to the setting aside by consent of the Judgment if the payment of £282,000 is made on or before 16 August 2005.

On receipt of the signed Consent Judgment we will contact the Court to vacate the hearing listed for tomorrow.

I trust this will meet with your approval.

Yours sincerely



Paul Martin  
Legal & Compliance Department

Encl

11/6





**JAMES S BARNETT**

James Snowdon Barnett D F A  
Solicitor - Advocate (Higher Courts Civil)  
Solicitor & Commissioner for Oaths  
Registered Legal Practitioner (Isle of Man)

*Q vii*

Merlin House  
Church Street  
Hungerford  
Berkshire RG17 0JG

Telephone (01488) 684645  
Fax (01488) 683018  
DX: 47106 Hungerford  
Email: jsb@snowdonbarnett.com

JB/cc 1908(4)

14 February 2005  
Yr ref: LAC/052129Q/0554 (PM/CS050214)

Mr P Martin  
Lloyd's  
One Lime Street  
London EC3M 7HA

Dear Mr Martin

**Harrison**

This is different to that which I agreed with Mr Bradford and Ms Gill on Friday 11th February at about 4.30 pm.

As Atlanta, Georgia is some time behind I am reluctant to wake them up in the middle of the night.

1. The Judgment can only be for £282,000
2. No date was mentioned.  
6 months is too short/safety. I suggest 9 to 15 November 2005.
3. It was specifically agreed there would be no ISA.

I return the letter amended if you send it to me I will scale instructions. I did not want to have to do this because I had a deal on Friday night.

I'm a bit disappointed.

Yours sincerely

James S Barnett

Q VIII

**LLOYD'S**

Your ref:  
Our ref: LAC/052129Q/0554 (PM/CS050214)  
Direct line: 020 7327 5711  
Direct fax: 020 7327 5502

One Lime Street London EC3M 7HA  
Telephone 020 7327 1000  
Facsimile 020 7626 2389  
Web www.lloyds.com

14 February 2005

James S Barnett  
Merlin House  
Church Street  
Hungerford  
Berkshire  
RG17 0JG

By Facsimile 01488 683 018

WITHOUT PREJUDICE

Dear Mr Barnett

**THE ESTATE OF MR A C HARRISON III**

I write further to your telephone conversation with Jennifer Gill last Friday regarding settlement and your facsimile dated 11 February 2005. Jennifer is on annual leave this week and please therefore send any correspondence on this matter to me.

I can confirm that Lloyd's is prepared to reach a settlement of this matter on the following basis.

Lloyd's will accept the sum of £282,000 in full and final settlement of all the estate's outstanding Lloyd's liabilities subject to payment being received on or before 15 August 2005. *Naunse* *Naunse*

The estate will be required to sign the attached Consent Order consenting to Judgment which is to be sealed immediately. However, Lloyd's will agree not to take any steps to enforce that Judgment until 16 August 2005. Whilst Lloyd's may take steps to enforce the Judgment after this date, Lloyd's appreciates that the estate may need to sell properties in order to raise the sum of £282,000. Lloyd's will take this into account in the event that, despite the estate's best efforts, the properties have not been sold by 16 August 2005 and the estate is therefore unable to make payment at that time. *Naunse*

~~The estate will be required to sign the standard Non Accepting Names' Agreement with which I believe that you are familiar.~~ *(B)*

With regard to any caution that Lloyd's may have over the Clapham property, Lloyd's will undertake to provide you with the necessary signed Land Registry form to remove it on receipt of the net sale proceeds as set out in paragraph 3 of your letter of 11 February 2005.

*(B)* 11

2

Gix

/....

We do not believe that any action is necessary in respect of the caveat in respect of the estate which we believe only provides for notification to be given to Lloyd's of any application for probate. That said, Lloyd's will take whatever steps are necessary in relation to the caveat in order to allow the estate to obtain probate.

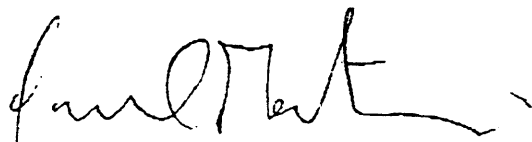
Lloyd's will agree to the setting aside by consent of the Judgment if the payment of £282,000 is made on or before 16 August 2005. *Nease*

(2)

On receipt of the signed Consent Judgment we will contact the Court to vacate the hearing listed for tomorrow.

I trust this will meet with your approval.

Yours sincerely



Paul Martin  
Legal & Compliance Department

Encl



1998 FOLIO NO 1732

IN THE HIGH COURT OF JUSTICE

QUEEN'S BENCH DIVISION

COMMERCIAL COURT

BETWEEN:

C X

THE PERSONAL REPRESENTATIVES OF  
A C HARRISON III (deceased)

Claimant

and

THE SOCIETY OF LLOYD'S

Defendant

JUDGMENT

BY CONSENT IT IS ORDERED that

1. The Defendant be at liberty to enter Judgment against the Defendant for the sum of ~~£183,303.94 principal plus accrued contractual interest of £112,210.89 making a total of £295,514.83.~~

£282,000.

2. No Order as to Costs.

Dated the 14<sup>th</sup> day of February 2004.

.....  
James Barnett  
Solicitor for the Claimant  
Merlin House  
Church Street  
Hungerford  
Berkshire  
RG17 0JG

*Auscde*

.....  
Lloyd's of London  
The Defendant  
One Lime Street  
London  
EC3M 7HA

*[Signature]*

Your ref:  
Our ref: LAC/052129Q/0554 (PM/CS050214)  
Direct line: 020 7327 5711  
Direct fax: 020 7327 5502

**LLOYD'S**

One Lime Street London EC3M 7HA  
Telephone 020 7327 1000  
Facsimile 020 7626 2389  
Web www.lloyds.com

14 February 2005

James S Barnett  
Merlin House  
Church Street  
Hungerford  
Berkshire  
RG17 0JG

*axi*

By Facsimile 01488 683 018

WITHOUT PREJUDICE

*He 3 letters we  
now open  
8/11 4/2/01*

Dear Mr Barnett

THE ESTATE OF MR A C HARRISON III

Thank you for your facsimile of earlier today.

Having discussed this matter with Ian Bradford he is of the view that agreement was not in fact reached on Friday.

However, we can agree the later date for payment of 15 November 2005 and that the Consent Judgment should be for the sum of £282,000. I enclose an amended Consent Judgment for your signature and return.

If the estate will not sign a Non Accepting Names' Agreement then Lloyd's will require a waiver of the estate's litigation rights against Lloyd's. Lloyd's will be giving up its rights to substantial litigation costs and Central Fund debts as well as an element of its claim for the Equitas premium debt in the event that the estate meets the terms of our proposed agreement.

Lloyd's will therefore require the estate's agreement to the following waiver of litigation rights:

"The estate of Mr AC Harrison III hereby releases absolutely and forever discharges Lloyd's of and from any claims, rights, demands, representations, liens, accounts, debts, liabilities, expenses, attorneys fees, costs and causes of action of every kind and nature whether known or unknown, anticipated or unsuspected, whether at law or in equity, which they may have or claim to have against Lloyd's, for claims based upon or arising out of or by reason of any matter related to the late Mr Harrison's membership in Lloyd's or participation in the market.

The term Lloyd's shall include all attorneys, agents, officers, directors, employees, managers, supervisors, successors, assigns, executors, legatees, devisees, predecessors in interest, associates, divisions, affiliated parent or subsidiary corporations or entities, insurers and representatives of Lloyd's, and any and all persons or entities who have at any time acted or

*11*

14-FEB-2005 14:19 FROM LLOYD'S-LEGAL SERVICES TO 901488683018 P.02

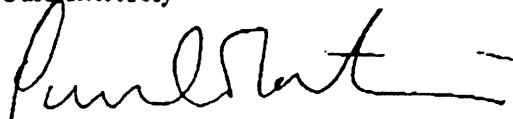
purported to act on behalf of Lloyd's or on behalf of which or through which Lloyd's has acted".

G x ii

I would be grateful if you would sign and return a copy of this letter in confirmation of the terms of agreement set out my previous letter of today as amended by this letter. Please also sign and return the Consent Judgment attached.

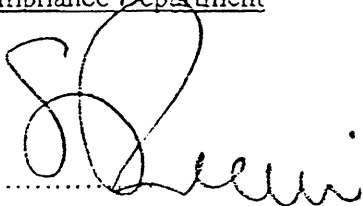
I look forward to hearing from you as soon as possible.

Yours sincerely



Paul Martin  
Solicitor  
Legal & Compliance Department

and your letter of  
11 February 2005



James Barnett  
Solicitor Advocate  
Merlin House  
Church Street  
Hungerford  
Berkshire  
RG17 0JG

14/2/05

SA

1998 FOLIO NO 1732

IN THE HIGH COURT OF JUSTICE

QUEEN'S BENCH DIVISION

COMMERCIAL COURT

G xiii

BETWEEN:

THE PERSONAL REPRESENTATIVES OF  
A C HARRISON III (deceased)

Claimant

and

THE SOCIETY OF LLOYD'S

Defendant

---

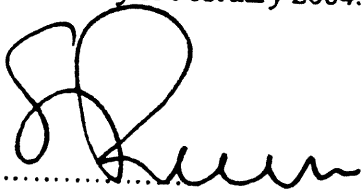
JUDGMENT

---

BY CONSENT IT IS ORDERED that

1. The Defendant be at liberty to enter Judgment against the Defendant for the sum of £282,000.
2. No Order as to Costs.


Dated the 14<sup>th</sup> day of February 2004.



James Barnett  
Solicitor Advocate for the Claimant  
Merlin House  
Church Street  
Hungerford  
Berkshire  
RG17 0JG

14/2/05

Lloyd's of London  
The Defendant  
One Lime Street  
London  
EC3M 7HA



13

~~FILED~~  
F

1998 FOLIO NO 1732

IN THE HIGH COURT OF JUSTICE

QUEEN'S BENCH DIVISION

COMMERCIAL COURT

Mr Justice COOKE.  
BETWEEN:



THE PERSONAL REPRESENTATIVES OF  
A C HARRISON III (deceased)

Claimant

and

THE SOCIETY OF LLOYD'S

Defendant

\_\_\_\_\_  
JUDGMENT  
\_\_\_\_\_

PURSUANT TO the Order by Consent herein dated 15 February 2005

IT IS THIS DAY ADJUDGED that

1. the Claimant do pay to the Defendant the sum of £282,000.
2. there be no Order as to Costs.

Dated the 15<sup>th</sup> day of February 2005

14



THE ESTATE OF CARY HARRISON

MS MCFARLANE

<b>2nd Mortgage</b>		<b>50,000.00</b>
Interest (1) 24.06.92 to 93 on 50,000		4,000.00
all at 8% (2) 93/4 on 54,000		4,320.00
(3) 94/5 on 58320		4,666.00
(4) 95/6 on 62986		5,039.00
(5) 96/7 on 68025		5,442.00
(6) 97/8 on 73467		5,878.00
(7) 98/9 on 79345		6,348.00
(8) 99/2000 on 85693		6,856.00
(9) 2000/1 on 92549		7,404.00
(10) 2001/2 on 99,953		7,993.00
(11) From 24.6.2002 to 18.4.2003 on 107950 is 8636 is 23.66 per day for 299 is		<u>7,074.34</u>
<b>Total</b>		<b>£ <u>115,024.34</u></b>

Files\McFarlan.908

*for Raudy's  
eyes only*

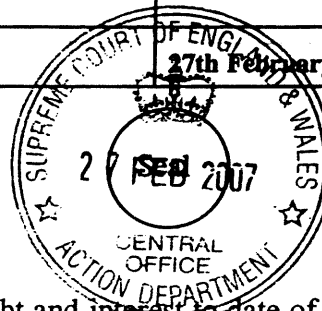
15

for Claimant  
(It)

A

In the <b>QUEEN'S BENCH DIVISION</b> of the High Court of Justice	
<b>Claim Number</b>	HQ06X03507
<b>Claimant</b> (including ref)	James Snowdon Barnett
<b>Defendant</b> (including ref)	The Personal Representative of A C Harrison 111 Deceased
<b>Date</b>	27th February 2007

The Personal Representative of A C Harrison 111  
Deceased  
Po Box 1007  
Scarborough  
Maine  
040701007  
Usa



**to the Defendant**

you have not replied to the claim form.

therefore ordered that you must pay the claimant £45833.38 for debt and interest to date of judgment £657.00 for costs

you must pay to the claimant a total of

£ 46490.38

**Warning**

if you ignore this order your goods may be removed and sold, or other enforcement proceedings may be taken against you. If this happens further costs will be added. If your circumstances change and you cannot pay, ask at the court office what you can do.

**Notes for the defendant**

If you did reply to the claim form and believe judgment has been entered wrongly in default, you may apply to the court office giving your reasons why the judgment should be set aside. An application form is available for you to use and you will need to pay a fee. A hearing may be arranged and you will be told when and where it will take place. If you live in, or carry on business in, another court's area, the claim may be transferred to that court.

If judgment is for £5,000 or more, or it is in respect of a debt which attracts contractual or statutory interest for late payment, the claimant may be entitled to further interest.

**Address for Payment**

James S Barnett  
Merlin House  
Church Street  
Hungerford  
Berkshire  
RG17 OJG  
DX 47106 HUNGERFORD

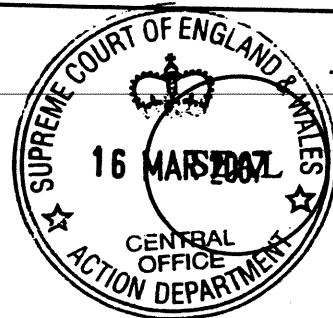
**How to pay**

- Payment(s) must be made to the person named at the address for payment, giving the claimant's reference and claim number.
- DO NOT bring or send payments to the court - They will not be accepted.
- You should allow at least 4 days for your payment to reach the claimant or his representative.
- Make sure that you keep records and can account for all payments made. Proof may be required if there is any disagreement. It is not safe to send cash unless you use registered post.
- Leaflets on registered judgments, how to pay and what to do if you cannot pay are available from the court.

11

**Interim Charging Order**

<b>In the High Court of Justice Queen's Bench Division</b>	<b>Claim No.</b> HQ06X03507
	<b>Claimant</b> James Snowdon Barnett
	<b>Ref No:</b>
	<b>Defendant</b> The Personal Representative of A C Harrison 111 Deceased
<b>Ref No:</b>	



On 5th March 2007, Master Ungley considered the application of the claimant ('the judgment creditor'), from which it appears:

- (a) a judgment or order given on 27th February 2007 ordered the defendant ('the judgment debtor') to pay money to the judgment creditor;
- (b) the amount now owing under the judgment or order is £46490.38 (including any interest and costs); and
- (c) the judgment debtor is the owner of or has a beneficial interest in the asset described in the schedule below;

and the court orders that

1. The interest of the judgment debtor The Personal Representative of A C Harrison 111 Deceased, Po Box 1007, Scarborough, Maine, 040701007, Usa in the asset described in the schedule below stand charged with payment of £46490.38 together with any further interest becoming due and the costs of the application.
2. The application will be heard at 11:00 am on 27th April 2007 in Room E102 at the Royal Courts of Justice, Strand, London, WC2A 2LL where Master Ungley will decide whether the charge created by this order should continue (with or without modification) or should be discharged.

**The Schedule**



Grove

The address of the land or property charged is 1 Rectory Close, Clapham, London, SW4 0DX the title to which is registered at H.M. Land Registry under Title No. 218396

17

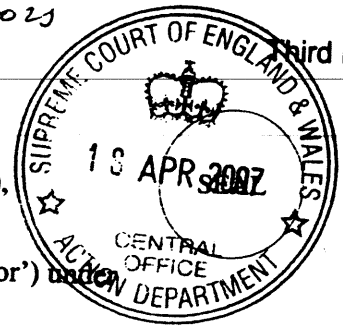
**Interim third party debt order**

In the High Court of Justice Claim No. HQ 06X03507  
Queen's Bench Division

James Snowden Barnett Claimant

The Personal Representatives of A.C. Harrison III deceased Defendant

Russells Solicitors



On 17<sup>th</sup> April 2007, [Master] ~~[District Judge]~~ Eire considered the application of the [claimant] ~~[defendant]~~ ('the judgment creditor'), from which it appears:

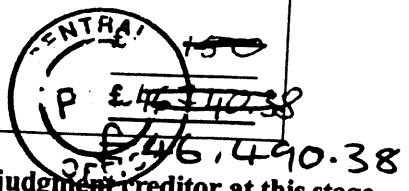
- a) there is an amount owing by the ~~[claimant]~~ [defendant] ('the judgment debtor') under the judgment or order given on 27 February 2007 [by the claim no. HQ 06X03507 ] and
- b) there is a debt due or accruing due by the third party to the judgment debtor

in

and the court orders that

1. The application will be heard at 10.30 [a.m.] ~~[p.m.]~~ on 23<sup>rd</sup> May 2007 at RCI, Strand, London, WC2A 2LL when a judge will decide whether a final third party debt order should be made. **W E I I O**  
**MASTER EIRE**
2. Until that hearing the third party must not, unless the court orders otherwise, pay to the judgment debtor, or to any other person, any sum of money due or accruing due by the third party to the judgment debtor, except for any part of that sum which exceeds the total shown below.

Amount now owing under the judgment or order including any costs and interest	£ 46,490.38
Court fee	£ <del>150</del>
Costs of this application which may be allowed to the judgment creditor	<del>150</del>
<b>Total</b>	<b>£ 46,490.38</b>



This interim order does not authorise the third party to pay any money to the judgment creditor at this stage.

To

Russells Solicitors  
Regency House  
1-4 Warwick Street  
London  
W1B 5LJ

**Hardship**

If the third party is a bank or building society, and the judgment debtor or their family suffers hardship through not being able to meet ordinary living expenses as a result of not being able to withdraw money from the account, a court may make a hardship payment order allowing some money to be paid out. An application form (N244) can be obtained from any court office (see overleaf for further details)

10

**Order**



<b>In the High Court of Justice</b>  <b>Queen's Bench Division</b>	<b>Claim No. HQ06X03507</b>
	<b>Claimant</b> James Snowdon Barnett <b>Ref No: 1908</b>
	<b>Defendant</b> The Personal Representatives of A C Harrison III deceased <b>Ref No:</b>

On 27 April 2007, Master Ungley heard counsel for the claimant on the claimant's application dated 20th April 2007 and read a letter to the court from the defendant dated 23rd April 2007 and the court file, from which it appears:

- (a) a judgment given on 27th February 2007 ordered the defendant to pay money to the claimant, the amount being at that time £46,490.38 (including any interest and costs);
- (b) the defendant is the owner of or has a beneficial interest in the asset described in the schedule below ("the Property");
- (c) on 16th March 2007 Master Ungley ordered that the Property stand charged with payment of the judgment sum together with any further interest and costs and that the question whether that charge should continue would be heard on 27th April 2007;
- (d) the defendant did not receive sufficient notice of the hearing on 27th April 2007 and wishes to apply to set aside or modify the judgment;

**and the court orders that**

- 1. The claimant's application for a final charging order be adjourned to 25th July 2007 in Room E101 where Master Ungley will decide whether the charge created by the order on 16th March 2007 should continue (with or without modification) or should be discharged;
- 3. The defendant, if so advised, may apply not later than 15th June 2007 to set aside the judgment given on 27th February 2007;
- 4. The claimant must draw up and file this order by 3rd May 2007 and serve it on the defendant by 31st May 2007;
- 5. The claimant has permission to serve this order on the defendant in the United States of America;
- 6. The costs of 27th April 2007 are reserved.

**The Schedule**

The address of the land or property charged is 1 Rectory Grove, Clapham, London, SW4 ODX and the title to it is registered at HM Land Registry under Title No. 218396

*Place on file*

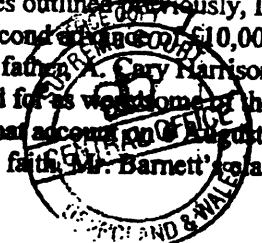
To: Room Number QB J & O, The Royal Courts of Justice, Queens Bench Division,  
Central Office, The Strand, London WC2A 2LL, England  
020 7947 6221  
Attention: Master Ungley  
Re: Claim #HQ06X0 3507  
Date: 23 April 2007

Dear Master Ungley:

Having just received notice at 2 pm on Monday, 23 April 2007 that there will be a hearing on an application by James Snowdon Barnett for an Interim Charging Order at 11:00 am on 27 April, I can only respond by sending a copy of the memorandum and supporting documents that I sent to the Royal Courts of Justice dated 15 March (in response within the 44-days [see (4) of Mr. Barnett's Claim form]), and adding several brief comments, unless the Court will postpone the hearing.

In the interests of fairness I would appreciate a postponement of the hearing for at least 60 days; (I did state in the 15 March memorandum, "I would appreciate timely notice from the Court regarding any hearings regarding the claim.") It is unfair and inequitable to have to respond practically immediately (given the uncertainties of international document delivery) and without time to consult counsel, or otherwise prepare or be represented at a hearing.

But, if there is no postponement, I reiterate, the primary issue described in the 15 March memorandum the Court must consider is that a solicitor has advised a client to swear to and file false documents. In addition to the issues outlined previously, I have since received information that Mr. Barnett received a second cheque for £10,000 on 20 May 2005 from a client account held on behalf of my father, A. Cary Harrison III, by Peter W. Smith, Esq. These funds remain unaccounted for as well as some of the previous funds (£10,000) received by Mr. Barnett from that account on 10 August 2003. This fact gives more evidence of Mr. Barnett's bad faith. Mr. Barnett's claim ought to be rejected.



Please confirm receipt and filing of this response. Again, I would appreciate timely notice from the Court regarding any hearings regarding the claim.

Thank you.

Sincerely yours,

*Randolph C. Harrison*  
Randolph C. Harrison

*On hearing  
C.  
and on reading  
letter from Randolph  
C. Harrison  
dated 23.4.07.  
it is to E.101.25.707  
at 3:17 p.m.*

**withers** LLP

16 Old Bailey, London EC4M 7EG  
Telephone: +44 (0)20 7597 6000  
Fax: +44 (0)20 7597 6543  
DX 160 London/Chancery Lane

scr/gxk/cxw/ LN62010.0001

8 August 2007

*Red hand copy 14 0807*

James S Barnett  
Solicitors

DX 47106  
Hungerford

**Also by fax: 01488 683018**

Dear Sirs

**Barnett v The Personal Representatives of AC Harrison III deceased v Russells Solicitors**

We write further to your 31 July letter.

Thank you for providing the sealed 25 July 2007 Order.

As requested we enclose a copy of the 24 and 25 July 2007 faxes to Ms Moore at RCJ Master's Support Unit and the attached documents which include the 25 April 2007 Bankruptcy Petition.

We also enclose copies of our client's e-mail correspondence with Ms Moore of 25 July 2007.

We act for Mr Randolph Cary Harrison in his personal capacity and therefore do not think it is appropriate, at this stage, to file a Notice of Acting at the High Court.

We were only instructed to attend the 25 July hearing shortly before the hearing commenced and had not received detailed papers. We will write when we have had an opportunity to review the papers and discuss matters with our client. In the meantime, please send us a complete set of the papers you have filed at court.

Yours faithfully

*Withers LLP*

**Withers LLP**

Encs

*21*

One Rectory Grove  
Clapham Old Town  
London SW4 0DX  
25 September 2003

Mr. James S. Barnett  
Merlin House  
Church Street  
Hungerford  
Berkshire RG17 0JG

Dear James,

I look forward to seeing you Tuesday afternoon at Rectory Grove.

When you come would you please bring, on your letterhead, a brief letter (two originals, please) to the effect that Randolph C. Harrison is moving the personal effects of his late father, A. Cary Harrison III, of One Rectory Grove, Clapham Old Town, London SW4 0DX, England, to the United States.

Thank you.

Sincerely,

Randy  
Randolph C. Harrison





**JAMES S BARNETT**

James Snowdon Barnett D F A  
Solicitor - Advocate (Higher Courts Civil)  
Solicitor & Commissioner for Oaths  
Registered Legal Practitioner (Isle of Man)

Merlin House  
Church Street  
Hungerford  
Berkshire RG17 0JG

Telephone (01488) 684645  
Fax (01488) 683018  
DX: 47106 Hungerford

To whom it may concern:

re: The Estate of the late Cary Harrison III deceased

Please be advised by this letter that Mr Randolph C Harrison the Executor of the above named deceased is removing the personal effects and belongings of the deceased from 1 Rectory Grove to the United States of America where Mr R C Harrison resides.

The reason for this being security and safety of these items, the premises at Clapham now being vacant.

Yours faithfully

James S Barnett  
English Solicitor to the Estate



2897

Dr J S Barnett  
2<sup>nd</sup>  
Plaintiff  
JSB 2,3 & 4

March 2009

UNITED STATES BANKRUPTCY COURT  
MIDDLE DISTRICT OF FLORIDA  
TAMPA DIVISION

In re:

ESTATE OF A. CARY HARRISON, III

Case No. 8:08-bk-07002-KRM

Debtor in a Foreign Proceeding.

S.J. WILLIAMS, TRUSTEE,

Adv. Pro. No. 08-0624

Plaintiff,

vs.

RANDOLPH C. HARRISON,

Defendant

EXHIBIT JSB-4

This is the Exhibit marked JSB-4 referred to in the Witness Statement of Dr James Snowdon Barnett dated *10* March 2009, being some other documents as to the intended English Probate.

*Wily signed in my presence*

*Richard W S Drake*

RICHARD W S DRAKE

NOTARY PUBLIC

Dickins Hopgood Chidley LLP  
The Old School House  
42 High Street



*James Snowdon Barnett*

Dr James Snowdon Barnett  
Solicitor-Advocate

SPEND → £ 341,000  
 £ 79,000 - £ 80,000  
HARRISON'S HOME 16 Nov 2000  
4 CHARGES  
 1 Rectory Good  
 SW4 0DX

1

EST TO MID 2001  
 1) ALLIANCE + LEICESTER - EARLY 1970s - APPROX £ 20,000 (CURRENT)  
 £ 25,000

LLOYD'S GUARANTEE  
 2) STATE BANK NSW 1988 (COLONIAL STATE BANK)  
 £ 75,000 (NOT CALLED) → DART FROM FEB 1999 PLUS LEGAL FEES  
 £ 10,000 (PRESUMABLY ABANDONED) ← UNK. STATUS  
 161,000

3) P. A. Mc FEARNE SUMMER 1992 £ 50,000 + ACCRUED COMPOUNDED INT. @ NAT WEST BANK RATE UNTIL SALE OF HOME  
 125,000

4) J. S. BURNETT (?) 1999 (?)  
 30,000 - SAY

£ 341,000

LLOYD'S VALUATION OF HOME BY SMITH HODGKINSON (16 JUNE 99)  
 12 CHANDLER ST EC 3 (PAID FOR BY FIN. RECOVERY DEPT) £ 420,000  
 O.M.V.

CONSERVATIVE FCT. FROM ABOVE

① 25,000 → To £ 25,000  
 ② 70,000 (+ 15% INT @ 15% SAY, PER 2001) 21,000 INT  
 (+ LEGAL FEES) 70,000 LEGAL  
 TOTAL STATE BANK/AUNTOURY → 70,000 DFE  
161,000

Box 1  
file 1

JSB.eab.1908

Dear

**Mr A Cary Harrison III**

I regret to have to inform you that Mr Harrison was found dead at his home on 18<sup>th</sup> April 2003.

If you wish to have sight of a copy of the Death Certificate then I will arrange for a copy to be sent to you.

The funeral arrangements are not yet complete but as soon as matters relating to the Post Mortem are finalized they will be announced.

I am representing Mr Harrison's son, Mr Randy Cary Harrison, who is the Executor and he would be grateful if anything other than personal condolences could be sent to me at this address. Randy is presently at Cary's house which is:

1 Rectory Grove  
Clapham Old Town  
London S W 4

Yours sincerely

James S Barnett

2

JSB.eab.1908

Friday 2<sup>nd</sup> May 2003

Left the office on the 11.30 train for London and I arrived at Cary's house at about 2.15 when I met Randy and I stayed with him til 5.45 when we walked round to the taxi station and I picked up a taxi and took him to the doctor's surgery and then I went back to Paddington and came home.

During that time I sorted through a number of boxes and sorted the papers as follows.

1. The Bank of New South Wales
2. Inland Revenue papers
3. Legal Aid papers
4. Papers relating to the United States Litigation
5. With regard to the ongoing Society of Lloyd's, I divided them into three groups:
  - A very old papers;
  - B more recent papers;
  - C that which I thought were current papers and I brought them away with me in a carrier bag.
6. Another box I put together as miscellaneous papers which need to be looked at and I suggested any new post was put into that box.

I said to Randy I would return one morning next week and finish off the job.

I intend to leave these papers in one of the rooms all together and safe and that will enable Randy to tidy up the rest of the property.

However, I put as many medical papers as we could find, including the dentist, into a folder and Randy took those round with him to the doctor. The purpose of this was that we trying to find who his GP was so Randy could have a second opinion and independent post mortem.

However, I did find the original of the 30<sup>th</sup> March 1998 Finality Statement and I have kept that in tact because that is a very important document.

The only other documents I removed were the following:

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- (i) There was a list which I have kept in tact of medication that Cary was taking and that finishes with an entry of 10<sup>th</sup> April 2003 marked Thursday.
- (ii) There was also a notebook, the last entry of which was marked as follows:

“0935/LVR6///77A-0945D-  
“10.20 RCJ-1100///bus to WL///tube 17.10-17.30 Common  
“Clapham Lib. RG1905”

It is obvious therefore on that Thursday 10<sup>th</sup> April Cary spent all day in the Royal Courts of Justice, came back via the Clapham Library and was home at 7.05 p.m.

It is clear that no newspapers get delivered because I could not see a letterbox and Cary obviously collected his papers and there was paper in the house of 10<sup>th</sup> April.

a news

It would appear that Cary was drawing a bath after arriving home at 7.05 p.m. that evening and it was during that time that he collapsed and the water kept flowing for the next eight days and he was discovered on the 18<sup>th</sup> April.

The date of death therefore would seem to me to be the 10<sup>th</sup> April but the independent post mortem might verify that.

Fortunately (if one can use such a word in this context) the bathroom is on the ground floor. If it had been on the top floor of course there would have been enormous damage done to the house and the papers inside but I would say that the house is very well secured.

It is always disappointing and distressing to have to go through a person's private papers but although to the untrained eye they might look as if they were all in a jumble, once I got into the boxes (although some were intermixed), it was a relatively easy task, although time consuming, to put them into their proper piles.

I told Randy that subject to him dealing with the independent post mortem, he could go ahead with disposing of Cary's clothes and other possessions but that he must keep a record of:

- (a) anything he was expending in respect of the administration of the Estate,  
such of course of fares to see me down in Hungerford;
- (b) a detailed record of any monies he received and it would be sensible to use a separate account for that purpose but I said I would discuss that in  
more detail with him when I saw him next week.

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The other fortunate matter was that when I was at the house Alan rang from the US and he said he had gone to Cary's mother's deposit box, Randy's grandmother, and he had found a Will which made Randy and the grandmother Executors and Randy the Beneficiary. Of course, the grandmother is 99 and therefore Randy is effectively the Sole Executor.

The point I have got to look at in regard to this is that I thought it would be prudent just to have an English Grant, being Letters of Administration, there being no Will.

Therefore I will have to look at this Will to see whether it is effective in England because I do not think it would be prudent to have an American Probate re-sealed in England.

I was very pleased to find that Cary had done Tax Returns because that simplifies the administration of the Estate greatly.

Apart from the house and its contents and some Bank Accounts there does not seem to be anything else in the Estate other than, of course, the Lloyd's liabilities and the first thing we must ascertain is what those are.

I told Randy to get his questions all ready for when I come down to see him during the week and then we can sit down and deal with them all.

Finally, as I was going through the boxes there was pinned to the outside of many boxes people's visiting cards and compliments' slips and I have put all those together in an envelope so that we can compile a list of persons who should be notified but once the matter gets out onto what I call the Lloyd's grapevine it will spread very quickly.

End of note

A handwritten signature in black ink, appearing to be 'SD' with a flourish underneath.



Our ref: LSD/052129Q/1/8975  
Direct line: 020 7327 6185  
Direct fax: 020 7327 5501  
Email: david.davaies@lloyds.com

**LLOYD'S**

4 July 2003

One Lime Street London EC3M 7HA  
Telephone 020 7327 1000  
Facsimile 020 7626 2389  
Web www.lloyds.com

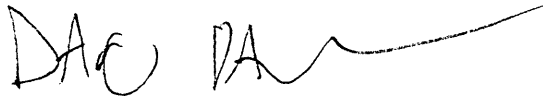
James S Barnett  
Solicitor  
Merlin House  
Church Street  
Hungerford  
Berkshire  
RG17 0JG

Dear Mr Barnett

**MR A C HARRISON III**

I refer to your letter of 3 July 2003 and enclose a copy of the late Mr Harrison's Verification Form as requested.

Yours sincerely



David Davies  
Legal Services Department

Enc

6

VERIFICATION FORM

FOR COMPLETION BY ALL CANDIDATES

NAME OF CANDIDATE ..... A. CARY HARRISON III .....

To: The Council of Lloyd's

Gentlemen,

With reference to my application to be admitted as an Underwriting Member of Lloyd's I confirm that:

- (1) I have received sufficient information to enable me to reach my decision to apply for membership of Lloyd's. My Underwriting Agent(s) has/have given me the opportunity to ask questions concerning both membership of Lloyd's and the syndicates I propose to join and to verify the information I have asked for and require.
- (2) My own experience and knowledge and the guidance I have received have enabled me to appreciate the risks as well as the benefits of membership of Lloyd's. In particular, I understand the following matters which have been explained to me by my Underwriting Agent:-
  - (a) The underwriting of insurance is a high risk business and losses can be made as well as profits.
  - (b) As an Underwriting Member of Lloyd's my liability is unlimited and in the event of my death my estate will inherit my unlimited liability in respect of business underwritten by me during my membership.
  - (c) I can only resign in accordance with the byelaws and rules explained to me by my Underwriting Agent and if I resign I shall continue to remain liable until my last underwriting year has been closed by reinsurance.
  - (d) Upon my resignation or death my deposit (even if represented by a letter of credit or bank guarantee) will not normally be released until all my underwriting accounts have been closed by reinsurance and I have met all my underwriting liabilities. After release of my deposit I will remain liable for any outstanding liability I may have in respect of U.S. income tax.
  - (e) I will inherit liability for claims arising out of losses which may have occurred prior to my becoming an Underwriting Member of Lloyd's.
  - (f) I will be assuming liability for insurance risks underwritten prior to my becoming an Underwriting Member of Lloyd's.

✓

- 2 -

- (g) My membership may not be transferred to any other person.
- (h) The Underwriting Agent shall have the sole control and management of the underwriting business and I shall not in any way interfere with the exercise of such control or management. My Agent is authorised to delegate authority, including underwriting authority, and is also authorised to use his powers, discretions and rights as outlined in the Underwriting Agency Agreement.
- (i) I understand that, although the Council of Lloyd's has a responsibility for the regulation of the Market, my Underwriting Agent has sole responsibility for transacting business on my behalf. In the event of my sustaining any loss, I understand that, save in the circumstances permitted by section 14 of the Lloyd's Act 1982, I will have no recourse against the Council of Lloyd's.
- (j) There will be a continuing minimum requirement concerning my means unless I am a Lloyd's Vocational Name showing nominal means. At regular periods - currently every 3 years - I will obtain confirmation that the value of my means is at or above the "qualifying level". If for any reason the value of my means falls below the qualifying level, I will immediately advise the Manager of the Membership Department.
- (k) The Council, or any person or body authorised by it, may require me to provide higher deposits or means for a particular premium limit following a future review of security requirements.
- (l) Notwithstanding that part of my premium limit may be unallocated, I will be required to provide a deposit for the whole of such limit.
- (m) I understand the rules of the Council whereby in the event of my premium limit being exceeded, I may be required to provide additional funds. If I do not produce additional funds, I understand that my premium limit will be reduced. A premium income limit is specified in respect of my underwriting as part of the system for ensuring the security of Lloyd's policies. I further understand that even in the event that my premium limit is exceeded I am responsible for all business accepted on my behalf.
- (n) I understand that I will have to sign an Underwriting Agency Agreement applicable to each syndicate which I propose to join, which sets out how syndicate expenses and profit commission are calculated and charged, and that cash calls may be made upon me in accordance with the terms of that Agreement. I understand that the Agreement provides that I must fund underwriting liabilities without delay. Any claim against my Underwriting Agent must be pursued subsequently and is

- 3 -

- (o) I understand that should I join any Agent and/or syndicate managed by an Agent which at the beginning of this year was subject to a publicly announced Lloyd's committee of enquiry, I am entitled:-
- (i) to be advised by my Agent of the formal investigations affecting the Agent or syndicate managed by the Agent;
  - (ii) to be provided with, or offered, the same information as that given to the existing Members with those Agents/syndicates affected by an enquiry, and to receive answers to any subsequent questions; and
  - (iii) to be provided with any further information which becomes available relating to such enquiries.
- (p) I understand that I have the right to meet the Underwriters of the syndicates I intend to join and if required my Agent will make the necessary arrangements.
- (3) I understand that I must be shown, in respect of each of the syndicates I propose to join:-
- (a) the results of at least the last seven closed underwriting years (where applicable); and
  - (b) the percentage settlement figures in respect of the open underwriting accounts. I understand that these are only an indication of the progress of those accounts.
- (4) I understand that I am required to undertake that I will comply with the provisions of Lloyd's Acts 1871 - 1982, any subordinate legislation made or to be made thereunder and any direction given or provision or requirement made or imposed by the Council of Lloyd's or any person, persons or body acting on its behalf pursuant to such legislative authority.

Paragraphs (5) and (6) are for Lloyd's Vocational Names only.

- (5) I understand I will be required to comply with the terms of the Vocational Undertaking.
- (6) If elected as a Lloyd's Vocational Name with nominal means, I understand that:-
- (a) I will be responsible for any cash call under the terms of my Underwriting Agency Agreement.
  - (b) I could lose my support if the present arrangements for the provision of my deposit are altered in any way.

Paragraph (7) is for U.S. nationals/residents only.

Delete (a) or (b) below as appropriate

(7) (a) I have such knowledge and experience in financial and business matters that I am capable of evaluating the merits and risks of membership of Lloyd's.

(b) I have been advised by the following adviser:

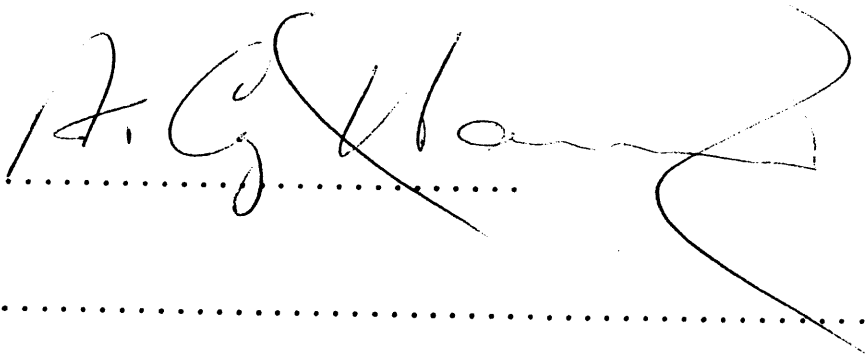
NAME .....

OCCUPATION .....

and together we have such knowledge and experience in financial and business matters that we are capable of evaluating the merits and risks of membership of Lloyd's.

**RETAIN**

Signature of Candidate



Date

29/4/88



**JAMES S BARNETT**

James Snowdon Barnett D F A  
Solicitor - Advocate (Higher Courts Civil)  
Solicitor & Commissioner for Oaths  
Registered Legal Practitioner (Isle of Man)

Merlin House  
Church Street  
Hungerford  
Berkshire RG17 0JG

Telephone (01488) 684645  
Fax (01488) 683018  
DX: 47106 Hungerford

JB/cc 1908

13 May 2003

---

Oxford Probate Registry  
DX 96454  
Oxford 4

Dear Sirs

**re: Mr A Cary Harrison III**

I enclose a copy of the Death Certificate of the above.

Cary was a client of mine and unfortunately he was found dead at his home on 18th April 2003.

From evidence inside the house it appears that he actually died on the evening of the 10th.

I have seen the Post Mortem report and his death was caused by natural causes and therefore we can now proceed with regard to the Estate.

The papers in his house are voluminous but we have found in America the original of a Will which I am told is sufficient to be brought to Probate in America.

The only property in England is a freehold property in Clapham.

I am acting for the Executor and the sole beneficiary of the Estate his only son Mr Randy Harrison and as I am told it may take some time to Seal the original Will in America, I wondered if there was any way we could go for Probate in England by way of say Grant of Administration to the son with the Will annexed.

I am anxious to put the property into the name of Mr Randy Harrison as quickly as I can and your assistance would be most appreciated.

Yours faithfully

James S Barnett

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James s Barnett  
DX 47106  
Hungerford

**THE COURT SERVICE**

**SUPREME COURT GROUP  
COMBINED COURT BUILDINGS**

St. Aldates  
Oxford  
OX1 1LY

96454 Oxford 4

Telephone: 01865 793 050  
Fax: 01865 793 090  
Minicom: 020 7947 7602  
Voice: 020 7947 6976  
Fax: 020 7947 6709

Our Ref : FCH  
Your Ref : JB/CC

Date : 4th June 2003

Dear Sir / Madam,

**Re: Cary Harrison III deceased**

Thankyou for your letter dated 13<sup>th</sup> may.

This matter has been referred to the registrar who has asked you to answer the following questions:-

- 1.Where did the deceased die domiciled?
- 2.Who has the original will?

If the only property in England and wales is immoveable and assuming the deceased died domiciled in a state of the United States of America the executor may take a grant here on proof of the original will.

If the deceased died domiciled in England and wales the will should be proved in the usual way.

Yours faithfully

for Probate Manager

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## JAMES S BARNETT

James Snowdon Barnett D F A  
Solicitor - Advocate (Higher Courts Civil)  
Solicitor & Commissioner for Oaths  
Registered Legal Practitioner (Isle of Man)

JSB.CA.1908

Yr ref: FCH

Merlin House  
Church Street  
Hungerford  
Berkshire RG17 0JG

Telephone (01488) 684645  
Fax (01488) 683018  
DX: 47106 Hungerford

Probate Manager  
Supreme Court Group  
DX 96454  
Oxford 4

Dear Sir/Madam

27 October 2003

**re: Cary Harrison III deceased**

I enclose a copy of your letter to me of the 4 June 2003 to assist you locating your records.

I am now able to answer the two questions.

1. Although the deceased died in Clapham Old Town in London, he was domiciled in Virginia in the United States of America.
2. The original Will is with his American lawyer, Mr Rieth, in Florida.

It appears that in addition to the London Clapham property which is freehold, there may be also real estate in the United States but we have not been able to identify that yet.

Therefore, the feeling is that the Probate should be taken out in England and then if necessary it can be re-sealed by the American lawyers in America.

As the original Will is in America what do I need from the American lawyers to produce to your goodselves to enable me to extract a Probate in England?

Finally, the Will named two persons, the mother of the deceased and his son.

The mother is extremely old and the American lawyers are arranging for her to renounce. Again, if there is any particular form that American renunciation needs to take I would be grateful for your guidance.

The other Executor is his son, Randy, whom I am representing.



B

...2

I am in the process of preparing the Oath and I enclose a draft of it and also, somewhat unusually, I am sending you a draft of IHT 200 because I am faced with a difficulty which is referred to in Form D16. You will see the value of the English Clapham property is £575,000 but from paragraph 2 of Form D16 you will see there is just over £400,000 mortgage outstanding to the Bank of Scotland.

I think I have now listed all the other assets and liabilities and, therefore, the Estate would be solvent.

This is, of course, a Lloyds Estate and I am guided by Practice Note, a copy of which I enclose.

I understand that I have to keep the Estate open for three years following the death but if you have any internal directions with regard to Lloyds Estates I would be most grateful.

I used to do Lloyds Estates prior to 1996 when I was in London but since R&R in September 1996 I have not done a Lloyds Estate.

However, if you look again, please, at paragraph 4 of Form D16, you will see that the Society of Lloyds have substantial claims of over £375,000 against the deceased.

I may say, that since those proceedings started in 1997, the late Mr Harrison fought them strenuously and at present it is the Executor's wish to continue to do so.

I have no difficulty with regard to that because I have represented a number of Lloyds Names in the complex Lloyds litigation following R&R and, indeed, there was a time when I was representing the late Mr Harrison himself before he became a Litigant in Person.

However, a payment of anything over £100,000 would make this an insolvent Estate and, again, I wondered if you had any directions or guidance as to how I should deal with claims which have been made by Lloyds but have not been accepted by the Estate.

I look forward to hearing from you.

Yours faithfully

James S Barnett

14

1998 FOLIO NO 1732

IN THE HIGH COURT OF JUSTICE

QUEEN'S BENCH DIVISION

COMMERCIAL COURT



*Mr. Justice Cooke*

**B E T W E E N:**

**A C HARRISON III**

**Claimant**

**- and -**

**THE SOCIETY OF LLOYD'S**

**Defendant**

**ORDER**

**UPON READING** the Witness Statement of Christopher McGowan-Twemlow dated 26 April 2004 and the Order of service dated 6 July 2004

**IT IS ORDERED THAT:-**

1. Randy Cary Harrison be appointed representative of the Claimant's estate for the purposes of these proceedings;
2. the "Personal Representatives of A C Harrison III (deceased)" be substituted in these proceedings in place of the Claimant;
3. The pleadings be amended to reflect the substitution set out in 2 above;
4. The summary judgment application of 4 February 2000 be relisted for the first available date after 1 October 2004 with a time estimate of 1 day;
5. That the costs of this application be costs in the case.

**Dated the 5<sup>th</sup> day of August 2004**

*19/08*

*15*

One Rectory Grove  
Clapham Old Town  
London SW4 0DX  
25 September 2003

Mr. James S. Barnett  
Merlin House  
Church Street  
Hungerford  
Berkshire RG17 0JG

Dear James,

I look forward to seeing you Tuesday afternoon at Rectory Grove.

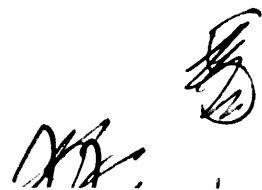
When you come would you please bring, on your letterhead, a brief letter (two originals, please) to the effect that Randolph C. Harrison is moving the personal effects of his late father, A. Cary Harrison III, of One Rectory Grove, Clapham Old Town, London SW4 0DX, England, to the United States.

Thank you.

Sincerely,

Randy

Randolph C. Harrison





**JAMES S BARNETT**

James Snowdon Barnett D F A  
Solicitor - Advocate (Higher Courts Civil)  
Solicitor & Commissioner for Oaths  
Registered Legal Practitioner (Isle of Man)

Merlin House  
Church Street  
Hungerford  
Berkshire RG17 0JG

Telephone (01488) 684645  
Fax (01488) 683018  
DX: 47106 Hungerford

To whom it may concern:

re: The Estate of the late Cary Harrison III deceased

Please be advised by this letter that Mr Randolph C Harrison the Executor of the above named deceased is removing the personal effects and belongings of the deceased from 1 Rectory Grove to the United States of America where Mr R C Harrison resides.

The reason for this being security and safety of these items, the premises at Clapham now being vacant.

Yours faithfully

James S Barnett  
English Solicitor to the Estate

**NOTE**

**In the Estate of the late A Cary Harrison III deceased**

**SUBJECT TO CONTRACT**

1. The Probate is to be extracted in Florida USA and resealed by Dr Barnett in England as dealing with Real Property in England, the surviving Executor is the deceased's son, Mr Randy Harrison.
2. The freehold property is at 1 Rectory Grove, Clapham, Old Town, London SW4 and a copy of the Official Entries and Filed Plan are annexed.
3. I am told but have no supporting documents that the property used to be:

basement/garden flat  
maisonette above

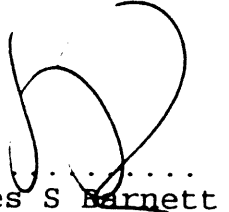
but at the deceased's death was used as one household.

It may be split again as there are separate entrances.

4. The garden has been cleared of mature trees and shrubs.

It has a double gate to the street and I am told may constitute a building plot for house or flats. Obviously, planning permission and building regs would need to be obtained.

5. The property is empty although under surveillance.
6. Services are maintained up-to-date save that the Council Tax is vacant.

  
.....  
Dr James S Barnett  
Solicitor-Advocate  
1 April 2005



Incorporating TMP Reynell

# Certificate of Insertion

Our Order No.: **564924**  
(TMP Ref)

Client account code: CJSB002-1

2

Your ref: JSB.NDC.1908 (4)

~~JSB~~ K

Your contact: James S barnett

Your analysis:

James S barnett  
James S Barnett  
Merlin House  
Church Street  
Hungerford  
Berkshire

RG17 0JG

Re: **A C HARRISON III - DECEASED**

First line: Archibald

Last line: T Representative

We hereby certify that the advertisement, a copy of which is attached or affixed below, has been published according to the following details:

Publication: **South London Press - Weekend edition**

PNSOLO01

Publication date: **11/03/2005**

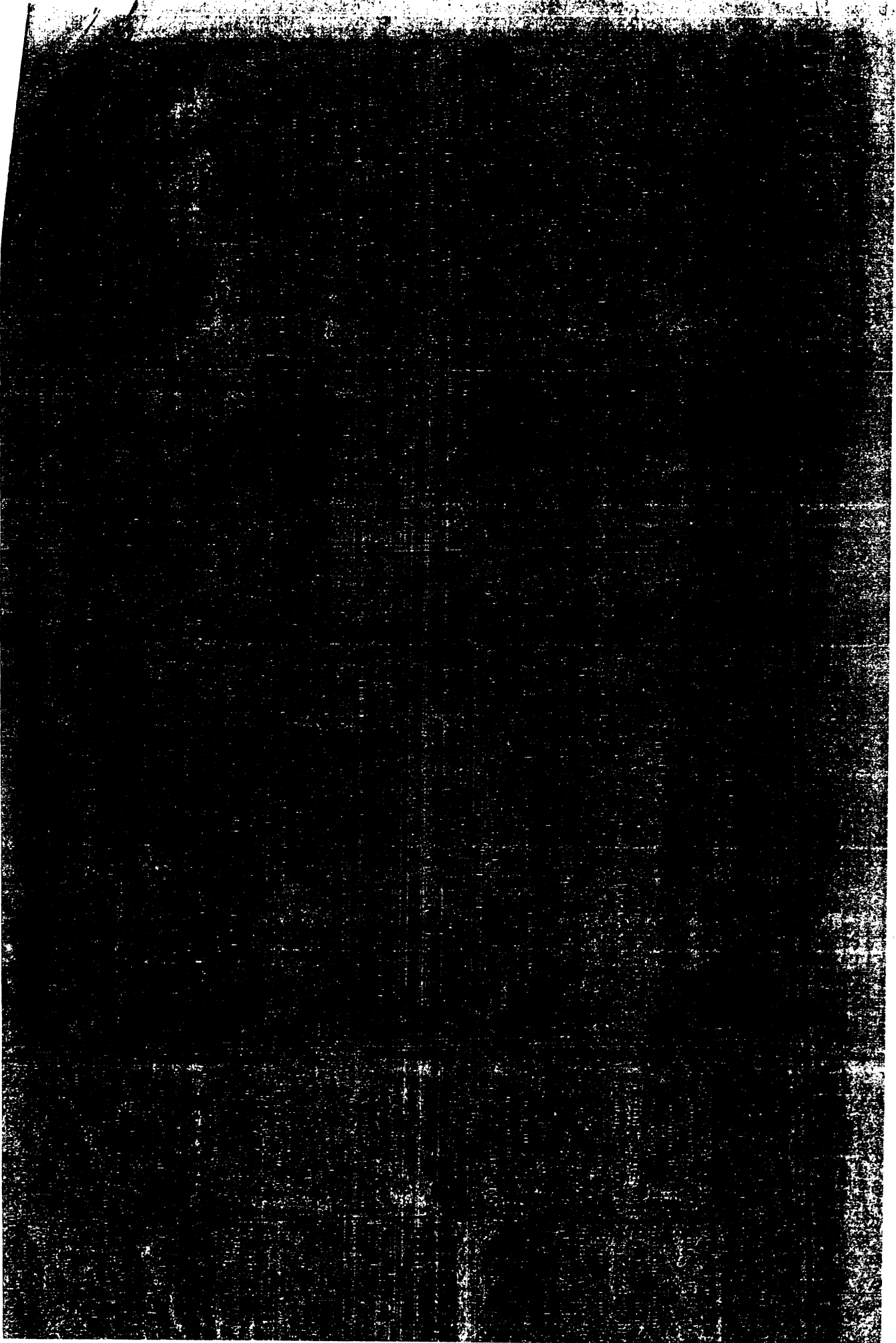
Page No.:

Classification: **Public Notices**

Size and Style: 5 x 1 SCC

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# Chelsea Funeral Directors

*incorporating Wm. H. Buckle & Sons Established 1878*

260b Fulham Road, London SW10 9EL

Telephone: 020-7352 0008

Facsimile: 020-7352 6308

Mr. James S. Barnett,  
Merlin House,  
Church Street,  
Hungerford,  
Berks. RG17 0JG

Our ref : 03F04090  
19th May 2003

## EXECUTORS OF THE LATE ARCHIBALD CARY HARRISON

To Professional Services in connection with the funeral of  
the late Archibald Cary Harrison, aged 71 years  
of 1 Rectory Grove, Clapham, London SW4  
at Mortlake Crematorium  
on Monday 19th May, 2003:

Standard Service Charge	£445.00
Transfer of deceased to our Chapel of Rest	£80.00
Mercedes hearse, Limousine and attendants	£225.00
Colchester Coffin as selected	£275.00
Provision of Warwick Ashes Casket and plate	£45.00
sub-total	<u>£1,070.00</u>

### Disbursements:

Mortlake Crematorium	£215.00
Officiating Clergy: The Reverend Ginny Thomas	£85.00
Fees For Organist/Singers/Verger (21st May)	£420.00
Funeral Notice The Times	£213.85
Funeral Notice The Daily Telegraph	£182.12
Printing Charges - Order of Service	£139.00
<b>TOTAL</b>	<u><u>£2,324.97</u></u>

Terms: 28 days nett.

We reserve the right to charge interest at 1.50% per month on outstanding accounts.

Should the account be passed for collection, the charges incurred will be added to the account.

*Paid by Surveys*

*(21)*