

ENGLAND AND WALES / JUDGMENT

Newsham Park Estates Limited v Dr Richard Williams

COURT
IN THE COUNTY COURT AT WREXHAM

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IN THE COUNTY COURT AT WREXHAM
SITTING AT CAERNARFON
Case No: K5QZ907J
Date: 8 July 2025

Before : HHJ OWEN

Between : Newsham Park Estates Limited
Claimant
- and -
Dr Richard Williams
Defendant

Mr Daniel Wood, Counsel, for the Claimant
Mr Graham Sellers, Counsel for the Defendant
Hearing dates: 25 to 27 November 2024, 3 and 4 February 2025 and 14 and 15 May 2025

JUDGMENT

Newsham Park v Williams HHJ Owen:

Background

1. The Claimant (“C”) is a company involved in the management of real estate. One of its directors at the material time was James Borg-Olivier who resigned as a director on 1 September 2024 but was reappointed as a director on 1 January 2025. 2. The Defendant (“D”) is a retired general practitioner. His son, Rhys Wyn Williams (“RWW”) is presently serving a

prison sentence of 9 years, imposed in December 2022 for offences of fraud and/or money laundering. 3. It is alleged by C that in the Summer of 2017 Mr Borg-Olivier was introduced to the D and his son by Neil Moir ("NM"). The introduction was made because the C intended to raise finance in order to develop property in Liverpool and NM says that he was aware that RWW had previously raised finance for a significant project in Scotland via a bond issued on the Luxembourg stock exchange. At the material time, RWW was an undischarged bankrupt. Therefore, D allowed RWW to use his Santander bank account in order to receive and pay on the £60,000 cost for the setting up of the bond. 4. It is C's case that it paid £60,000 into D's Santander bank account in two payments, £50,000 on 7 July 2017 and £10,000 on 10 July 2017. Whilst RWW says that he did some work in preparation for this bond, none of the £60,000 was paid out in respect of the bond and C seeks repayment of that sum. 5. It is D's case that he was unaware of any kind of agreement in relation to a bond between C and RWW, that he has not benefited from the £60,000 in any way and that he had simply given general permission to RWW and RWW's wife, Lisa, to use his Final Page 2 Santander and NatWest accounts. He also puts the C to strict proof as to the Newsham Park v Williams provenance of all of the monies in question. 6. I have heard evidence from the following witnesses: Claimant: James Borg-Olivier – Director of C company at the material time Neil Moir Adrian Parsons Defendant: Dr Richard Wyn Williams – Defendant Rhys Wyn Williams James Borg-Olivier 7. Mr Olivier is an entrepreneur and someone I would describe as a character. He was long winded in his evidence and found it difficult to give a straightforward answer to anything which was put to him. As a result, he was in the witness box for a very long time. He was asked by Counsel for D about his previous convictions. He explained that he had "probably" lost his driving licence about 20 years ago and that he had also been banned from driving as a result of accrual of speeding points on his licence. It took some persistence on Counsel for D's part for him to confirm that he had been given a 12 month prison sentence as a 19 year old for conducting a mock auction in

1972. He told me all about how he had started working in the markets and had as a result started conducting mock auctions. After being released from prison, he had Final Page 3 Newsham Park v Williams moved to South Africa and subsequently America as such auctions were not illegal over there. This is important evidence as it shows that Mr Olivier tries to avoid disclosure of the truth so as to paint himself in a good light. However, in terms of his dealings with RWW, I found his evidence to be credible. His problem is that his evidence is lacking in detail. There was no formal paperwork in relation to the bond, for instance. He is clearly the type of businessman who operates in a more informal manner without resort to paperwork. 8. He is clearly incensed at the fact that many individuals have lost money as a result of the fraudulent activity of RWW. He finds it unimaginable that D would have known nothing about such activity. Mr Olivier is in business with his two sons and said that he knows everything about what they are up to and feels that D would have been in the same position. He stated that D was at one time living in Spain with RWW and his family. People had turned up at D's home on Anglesey demanding the return of money they had invested and lost with RWW and D had to defend himself by holding up a shotgun to them. He said

that RWW and D were “in cahoots”. 9. He explained that his company had been offered land opposite Stanley Dock in Liverpool and had approached NM as to how to fund the development of that land. The land was for sale for £1.7m. NM had explained that RWW had previously raised funds for a similar project in Scotland by way of a bond on the Luxembourg stock exchange. He had no idea that RWW was bankrupt and did not become aware of this until he was convicted of fraud in 2022. He did not check out his credentials as NM’s recommendation was good enough for him. He had had previous good experiences with NM and had no reason to question his contacts. He had no reason to question NM’s honesty from his own experience of working with him in the past. He knew Final Page 4 Newsham Park v Williams that NM had a criminal record and that despite winning £32,000 on the game show “Who Wants To Be A Millionaire”, the sum had not been paid out to him as he had not apparently disclosed his criminal record to the TV production company. 10. He explained that one of the two payments, the sum of £10,000, made into D’s Santander account was from Bullitt Express Ltd, a company in which he owned a 47.5% share. The remaining £50,000 came from the C company as the maximum amount which could be paid out by the C company per day was £50,000. Bullitt would have been paying the £10,000 as a temporary loan to C and C repaid that money to Bullitt. RWW told him that £50,000 was an arrangement fee which was refundable and the additional fee of £10,000 was an administration fee which was not refundable. They were trying to raise £4.7m; £1.7m for the land and £3m for the build. There were no plans drawn up at that initial stage, the priority being to buy the land. 11. He recalled initially meeting RWW in his office. He had explained the project to RWW who had said that he would need to call D to discuss if the project was viable or not. He could hear RWW on the phone and assumed that he was speaking to D. RWW then returned and confirmed that his father (D) had agreed that the project was indeed viable. He also recalled meeting RWW and NM at his home. RWW had said that he would phone his father (D) to obtain the details of the bank account to which the £60,000 should be transferred. He did not know that RWW was using his father’s bank account. RWW had then returned and said that he would put a proposal before the bond committee and that he would not hear anything for 6 to 12 months. Nothing happened for about 12 months “and then all the excuses started”. Final Page 5 Newsham Park v Williams 12. He explained that his son, Philip, had lent money to NM to purchase a property in Llanfairfechan and had secured this via a charge on NM’s home on Anglesey. 13. He was not aware that NM was operating under different names. He always knew him as Neil Muir. 14. He explained that the “deal” in respect of the bond had always been done via RWW, not D. He did not think that RWW and D had been involved in this deal together. He had not met D. 15. On cross examination by Counsel for D, he also accepted that he had spoken to D once on the phone. This was when RWW and NM had come to Mr Olivier’s house and Mr Olivier had been asking where his company’s £60,000 was. RWW had told him that his father was due a tax rebate and Mr Olivier had recommended an accountant to him. RWW had been on the phone to his father during this discussion so Mr Olivier spoke to him then, via RWW. He thought that NM was in another room making them a drink. RWW had confirmed that that tax rebate would repay the moneys owed in respect of the bond.

Otherwise, RWW had apparently offered him security if this money did not materialise in the form of an apartment which RWW had showed to him. He thought that the Williams family was “good for the money”. He had been told that RWW and D had a £10m portfolio.

Neil Moir

16. Mr Moir has an air of respectability about him. However, I found it difficult to believe a word he said. He explained that he had worked in banking for 30 years and had been a bank manager but had “left banking when I took on a family with two other children.” Later in his evidence, he explained how he had come to be known by Final Page 6 Newsham Park v Williams lots of different names. This evidence went on for quite some time. I will not repeat this evidence but he says that his birth name is Neil Beverley Moir but he dropped the middle name, he was known as Neil Moir, Neil Muir (this was his name when he took part in “Who Wants To Be A Millionaire”), Neil Beverly Muir, Michael Lewis (when he was arrested in Cyprus) and Peter Chow (so that he could go across the border from Cyprus into another country – he saw that name on a Chinese takeaway).
17. When asked about his criminal convictions, he replied that he had two “results not convictions”. He had been charged with taking money belonging to a charity of which he was treasurer and not keeping it in a fiduciary place for which he was given a two year suspended sentence. “I did this because I am an idiot and look after people. I was the fall guy”. For him to be given such a sentence, he must have been convicted of this or some other offence but he did not appear to want to concede this. He gave a convoluted explanation as to why he was the innocent in this. 18. As for being on “Who Wants To Be A Millionaire”, he said that he was asked by the organisers of that show, prior to taking part, if he had been to prison and he had not. A cheque for his winnings had been sent to him and it had bounced. 19. As for his other conviction, he admitted that he had forged a signature on a document. Again, he gave a long, convoluted explanation as to why he had done this, trying to make it sound reasonable. However, he maintained that “I am a very honest man.” In fact, the evidence reveals that he is nothing of the sort. 20. He denied that he was Mr Olivier’s puppet, saying that “Jimmy (Olivier) and I have a love hate relationship. We have done good business over the years. He does not suffer fools gladly. We had a site in Cyprus when the builder ran off and I was blamed for everything. We did other business which was successful. He has given Final Page 7 Newsham Park v Williams me loads of grief about the text to Lisa. (On the evening of the first day of the trial NM had texted Lisa, the D’s daughter in law, telling her that the parties should essentially “drop hands” to avoid potential repercussions for NM, Lisa and her father in law, James Saxon, the main recipients of the £60,000 paid by C to D) Jimmy trusted me that Rhys was reputable” in doing the work in setting up a bond for the Luxembourg market. “I feel embarrassed. I wish it (the bond) had not taken place. If Jimmy and I had not met our lives would have been a lot easier and the same with me and Dr Williams.”. 21. He explained that he saw the Williams family as his extended family, having lost his sons in a car crash. 22. He knew that RWW had been declared bankrupt in 2010 and he and D thought that this was a travesty of justice. That had remained his view until RWW was sent to prison. 23. He had always thought that D was an

innocent party until NM's company had transferred £30,000 to D which D had refused to return to him as he said that he needed it for "the children", meaning D's grandchildren, I believe, the children of RWW and Lisa. From that point onwards, he believed that D was complicit in RWW's actions. He felt that D turned a blind eye to his children's actions. D was now having to take responsibility for RWW's wife and three children since RWW had been sent to prison. 24. I found his evidence rambling and contradictory at times. For instance, he said that he knew of incriminating evidence in a document which would "tie Dr Williams in" but he also said that RWW "kidded his father". He said that D trusted RWW implicitly. Final Page 8 Newsham Park v Williams 25. He also said that despite D denying seeing bank statements for his bank account as it related to an online bank, statements arrived at the house. However, he also said that D was not an early riser, so post may not have been seen by D. That appears to be contradictory. 26. He then came out with all sorts of information which was not contained within his statement. For instance, he said that he had gone to Istanbul with RWW to try to leverage money from the Government Bank of Turkey. RWW had been told by someone called Jason Curtis that this was a genuine deal when it transpired that it was a fraud. As a result, NM had warned D that RWW was involved with Jason Curtis and someone called Lody Kendricks and that "your accounts are being used. There is a lot of illegal stuff going on.". He said that D simply turned a blind eye to RWW's actions. He was adamant that D knew "full well that his account was being used for all types of cases". He explained that he had lots of evidence available which would support his oral evidence but had not understood that such evidence needed to be produced in advance in civil proceedings. He said that on "one or more occasions" he had told D that RWW was using his bank account for things which were going wrong and to be careful. D would come home to Anglesey from Spain to mow the lawn and it was on these occasions that these conversations took place. 27. He confirmed that he had borrowed money to pay RWW's legal costs from a court case in Birmingham when he was found not guilty. He had borrowed money "off lunatics" and Mr Olivier. To safeguard Mr Olivier's interests, Philip Olivier had put charges on two of NM's properties. He described Mr Olivier as "a family unit". 28. He admitted going to see RWW three times in prison. He said that this was because he and RWW were very close. RWW knew everything about NM's businesses and Final Page 9 Newsham Park v Williams his various name changes. He trusted RWW implicitly. He said, however, that RWW had "played Dr Williams' legal team. Rhys is orchestrating a lot of things. He is a control freak. He does not see that he is a criminal." 29. He confirmed that RWW and D would speak to each other in Welsh. When RWW was in Mr Olivier's office, talking on the telephone, RWW was speaking in English but "Rhys could have been talking to the wall." He was simply obtaining bank details at that stage. He said that RWW would not have spoken to his father on the telephone in Welsh in front of Mr Olivier "as Jimmy would have smelt a rat." 30. He had always thought that RWW had done work to set up the bond and that the bond had failed because people had said that RWW was a bad man. He was fooled when he discovered that the bond had not even been set up. He accepted that in terms of the agreement, there was no agreement that the £10,000 of the £60,000 was refundable - "Jimmy will have to swallow that one". However, he also later said that the "deal was that Jimmy would get back all of his

money.” 31. He confirmed that between 2018 and 2022, RWW had worked for him. Adrian Parsons 32. He lives in Marbella and was living there when the Williams family moved to live there. He explained to me that he had met RWW as RWW’s children went to a private international school with his good friend’s children. His friend had told him that RWW was involved in business activities and he was looking to invest his money. He had felt very comfortable when he met RWW. He explained that there were two international schools in Marbella and that there was an international community which included a lot of British people. There were a lot of opportunities Final Page 10 Newsham Park v Williams to meet people internationally. It was a very tight knit community and that one would “soon get ousted if you do something wrong.” 33. He was firstly asked by Counsel for D about corrections he wanted to make to his written statement. The first was to remove the reference to D’s wife as by the time the Williams family were living together in Marbella, D’s wife had died. The other related to paragraph 11 of his statement wherein he stated that he had spoken to D about RWW’s “dealings” between 2018 and 2020. He clarified in his oral evidence that he in fact spoke to D about RWW between 2016 and 2020. However, the amended written statement goes on to say that “on reflection, I cannot recall the correct date and have therefore removed reference to any dates relating to conversations with Dr Williams referred to in this paragraph.”. I also note that Mr Parsons had to write these two amendments on his hand before he gave his oral evidence, making these corrections. He denied that he had been told to make those amendments. He denied being coached about these dates. Counsel suggested that Mr Parsons was willing to sign anything which was put in front of him but Mr Parsons said that it was simply an oversight on his part. 34. He confirmed that he and his parents had lost significant amounts of money due to fraudulent activity not just of RWW and Lisa Williams but of the whole family. He said that in Spain the family was known as “Team Williams” and that D was also involved or knew about these activities.

35. Mr Parsons was clearly exasperated when it was put to him by Counsel for D that he and D had met only twice. Mr Parsons was clear that he had met D on “multiple occasions”. He had been to the Williams’ family home in Spain when D was present. He said that D had been present and privy to discussions between him and RWW at Final Page 11 Newsham Park v Williams the family home in Marbella. He had also been to parties at the Williams’ home and D had even given his friend a lift to the airport. He remembered on that occasion putting his head through the car window and telling his friend to be careful as RWW and D might take his money. 36. He was also asked about a transcript of WhatsApp messages between him and Alex Gunn from 29 January 2021 to 28 November 2024 which appears at pages 63 to 69 of the supplementary trial bundle. Alex Gunn is the former partner of one of D’s other sons, Hywel. It was put to him by Counsel for D that this showed that he hated the Williamses and that he was simply giving evidence in court with a view to causing as much trouble to D as possible yet he had no emails to prove that D knew about RWW’s activities save for those from 2018, nothing before then. Mr Parsons stated that he had had conversations with D about RWW’s activities between 2016 and 2018 as the family was living

in Marbella at that time. He was adamant that between 2016 and 2018 he had been arguing with RWW at the Williams' home in Marbella about where the money was. He remembered that in October 2016 he had a big argument with RWW in RWW's rented Spanish villa when D was present. He explained that they had started the conversation in the kitchen and then moved into the lounge and was adamant that D "heard all of it. I directed it at him and his son's antics." He said that after this argument, RWW's wife, Lisa had transferred 26,000 Euros into his account to appease him. The next row was in January 2017. He explained that he and RWW would row and then RWW would give him some money. "That happened all the time." As Counsel for D pointed out to Mr Parsons, this is significant as the court is concerned in these proceedings with D's knowledge in July 2017. The issue of whether D knew about RWW's activities in 2018 is irrelevant in so far as these proceedings are concerned. Final Page 12 Newsham Park v Williams 37. He said that NM had rung him to tell him that D admitted to allowing RWW to use his bank account. He also recalled RWW telling him, in D's presence, that D allowed him to use his bank account because RWW was bankrupt. "He was proud of it. The doctor did not see anything wrong with it but it is obviously not right." This was known by D in July 2017, the "guilty knowledge" date. 38. He also was of the opinion that D should have appreciated that the transactions on the accounts which he allowed RWW to use when RWW had been declared bankrupt were suspicious given the vast amounts of money coming into that account. He said that D was and continued to be in denial about RWW. He said that he had not chased D about RWW as he had lost all of his money and he felt that there more important people to contact about this than D. He accepted emailing D once the Williams family had returned to the UK but he said that that was because he wanted D to know what his son had done. 39. He had been proud to co-operate with the press, especially S4C (the Welsh fourth channel) about RWW's activities. Evidence on behalf of defendant Rhys Wyn Williams – D'son 40. He gave evidence via CVP from prison. 41. He explained that prior to being declared bankrupt in August 2010, he had owned three companies, one was a holding company for the other. He said that he was never discharged from that bankruptcy because he "did not have access to the information which the Official Receiver needed" which explained why he had not been discharged from the bankruptcy after the standard 12 month period. He agreed that his Final Page 13 Newsham Park v Williams bankruptcy would not prevent him holding a bank account in his own name but said that it would be "difficult due to credit charges." He confirmed that his father knew that he had been declared bankrupt but that he did not know that he had never been discharged from the bankruptcy. 42. He had been arrested in 2010 and charged with various offences relating to fraud. He had been acquitted of those charges at a trial in 2014. His father trusted him. 43. He and his wife had decided to move with their children to Spain in 2012. His in laws had also moved there and lived in an apartment nearby. His father lived with RWW and his family. They initially lived in an apartment, then moved to another apartment and finally a villa, for which he was paying 10,000 Euros per month in rent, inclusive of utilities; that was approximately £7,000 at the time. His father was based in Spain most of the time and would return only occasionally. His father paid for a housekeeper, the woman who had cared for his late wife, when she was dying, to look after his house on Anglesey whilst he

was away. RWW returned more frequently. 44. He explained that he was introduced to Mr Olivier by NM. He was going to help Mr Olivier raise finance for a property development in North Liverpool via a bond. Mr Olivier was told that this money would be raised via a bond on the Luxembourg stock exchange. The bond did not, however, come to fruition. It was put to him by Counsel for C that he could never have raised such a bond as he did not have the requisite qualifications, for instance he was not a member of the Luxembourg stock exchange and was not a financial advisor. He denied that the reference to this bond amounted to fraud from the outset in those circumstances as he said that he had previously helped a group raise a bond. He said that he had prepared a brochure and Final Page 14 Newsham Park v Williams prospectus for this bond. He had subsequently decided to launch the bond in Cyprus as it was easier due to regulations not being as strict there compared to Luxembourg. He denied that this amounted to delaying tactics on his part. 45. He explained that he would meet with NM every time he returned from Spain. In 2017 he had met with NM on Mr Olivier's behalf in his father's property. This would have probably been in the study of the house which is where he would have meetings with NM. He did not remember a specific meeting and he did not think that his father was there as he was in Spain for most of 2017. There had been multiple meetings about the bond in Liverpool and Manchester over a period of months. 46. He said that he had told Mr Olivier that he was encountering difficulties in setting up the bond. Mr Parsons was emailing everyone he was dealing with which made it difficult for him to carry out his business so he and Mr Olivier agreed to "freeze the matter". "I did promise Mr Olivier that he would get his money back." He had spoken to Mr Olivier about being an undischarged bankrupt. He knew that Mr Olivier had previously been bankrupt as well. Mr Olivier was very trusting of him and NM. NM knew about the previous bond which had in fact been set up by him and everyone was happy to proceed. He said that his father knew nothing about the bond. He stated that his father knew nothing about his business dealings. He stated that his father was a company secretary for one of RWW's businesses on paper only but "he was never a director." He therefore denied that he rang his father from Mr Olivier's house. He said that he had been to Mr Olivier's house "dozens of times" and that he may have taken a call whilst he was there. When it was put to him that his father was a director of Rhys Williams Properties Ltd, appointed 11 September 2001, he replied that he did not remember this. When it was put to him by Counsel for C that a Final Page 15 Newsham Park v Williams company secretary has certain legal obligations, he replied that his father knew nothing about the day to day running of the business, saying that "My father fully trusted me. He invested money blindly because he trusted me." 47. He said that he had used his father's bank account because his father had a spare bank account he could use saying that "it was easy. It was already there." In fact, he used both his father's Santander and NatWest accounts and he had cards for both accounts. 48. He denied using these accounts as a front to continue his fraudulent activities. In terms of the bond money, on receipt into the Santander account, it was transferred into his father's NatWest account (which he also said his father had nothing to do with) and the money was then transferred out. He denied moving the money around with a view to making it more difficult to trace. He said that £20,000 went to JF Saxon, his father in law, in

repayment of a loan. RWW had apparently run up a bill on an American express card for which Mr Saxon was responsible. 49. He agreed that Mr Olivier had become increasingly frustrated with the lack of return of his money. He had met with NM and Mr Olivier and they had discussed ways of repaying Mr Oliver. 50. He was then taken through a series of text messages passing between him and his father in which it is clear that by May 2018, his father is taking an interest in his Santander and Nat West accounts. He accepted that his father knew by that time that he was in financial difficulties and that from a message which his father sent to him in June 2018 that he was concerned that they were so significant that he might end up in prison. Dr Richard Wyn Williams - Defendant Final Page 16 Newsham Park v Williams 51. Throughout his evidence he denied having any involvement in or awareness of RWW's three companies. In terms of the Sant Tysilio nursing home which RWW had purchased, he said that his sole involvement was guaranteeing the deposit for his son. He was, however, the company secretary of that particular company from 28 April 2004 to 4 February 2010 and it was only when he was shown a copy of the document signed by him which was filed with Companies House that he said that he "might have signed a document accepting my appointment as company secretary but did not know the implications" of being one and was not acting as one. It was put to him that this appointment was therefore a sham but he replied that he thought that he was helping his son. 52. He stated that he did not know at the time that he was the company secretary of Rhys Williams Group Ltd and that he did not remember signing the Companies House form to that effect. However, when Counsel for C showed him a copy of that form, he accepted that it was his signature. He was company secretary of that group from 13 September 2004 to 4 February 2010. 53. He was then asked about Rhys Williams Properties Ltd for which he was company secretary from 29 August 2001 to 11 September 2001 and for which he also became a director. Again, he said that he was not aware of this at the time but he confirmed that it was his signature on the Companies House forms. He then tried to explain this away by saying that "I think my son said sign these forms, you won't have to do anything." He did not think that being appointed a company secretary or a director had any obligations attached to it and that he knew nothing about business. It was pointed out to him that RWW became an undischarged bankrupt in 2010 and could no longer be a company director which is why he was appointed a company director. It Final Page 17 Newsham Park v Williams was again put to him that he had allowed himself to be used as a front to which he agreed. 54. He said that whilst he was aware that RWW had been declared bankrupt in 2010, he did not know that he was an undischarged bankrupt. He said that the bank had made RWW bankrupt and had been "very unfair". 55. He had gone to live with RWW's family in Spain in 2012. He would go back home to Anglesey but Spain was his base most of the year. However, he was in Spain most of the time in 2017. He said that he knew nothing about the living expenses of the 2 apartments and villa they had lived in together during their time in Spain. RWW was paying. He had no idea how much RWW was paying in rent. He never asked RWW as he thought that he was a successful businessman. He said that they had returned back to Anglesey in August 2018. He said that Adrian Parsons and his friends had assaulted RWW and threatened to kill Lisa, his daughter in law, and their three children. He had not witnessed this. RWW had told

him to go back to Anglesey. 56. He had 4 bank accounts at one time and after RWW was declared bankrupt, he allowed him to use the NatWest and Santander accounts. He would also use the NatWest account as that was the account into which his pension was paid. 57. He had opened a Lloyds bank account as he was experiencing difficulty in taking his money out of the NatWest account. He then experienced the same difficulties with the Lloyds account. Lloyds had sent him a letter with a cheque for £200 saying that the Lloyds account was being closed. He had then opened the TSB and Nationwide accounts as result of the Lloyds account being shut. 58. He said that he was not aware that RWW had been arrested in 2010. Final Page 18 Newsham Park v Williams 59. He recalled that RWW and NM had been very friendly and that NM would come to his house to discuss things but that he was not involved in those discussions. He was asked about the meeting which NM says took place in 2017 between NM and RWW in D's house on Anglesey. He said that he was not present for the meeting but that he was probably in the house and probably made them a cup of tea. 60. He said that he had only learnt that £60,000 had been paid into his Santander account by Mr Olivier's companies in February 2023 when Mr Olivier had threatened him with litigation. 61. He said that he had retained control of the Santander account but that he had allowed RWW to use it because without access to that account, RWW would not be able to carry on in business. He accepted that by doing this that fraud was at least facilitated by RWW having access to his bank accounts. 62. He explained that the NatWest account was an online account set up for him by RWW and that he did not know how to operate it. He did not therefore check his bank statements as he did not receive paper copies. When he was in Spain, he simply used the ATM so he denied knowing about the £60,000 entering his Santander and subsequently NatWest accounts in 2017. 63. He was shown a letter (p 57 supplementary TB) dated 26 September 2016 from Brian Balachander at Impactt General Trading to RBS / Ascent Legal's debt management operations department which refers to the D as its employee and that "we can confirm that Dr Williams will be paid his bonus of GBP 500,000.00 no more than 6 weeks from the date of this letter." He said that that was the first time he had seen this letter and that he knew nothing about it. He said that the letter was written by RWW and that "they have sent this letter to Ascent before. This letter was written by Rhys to Final Page 19 Newsham Park v Williams keep Ascent Legal from my door." He explained that Brian Balachander was in Dubai at the time and that RWW was working with him. He also suggested that NM could have written the letter. 64. He also said that Mr Russell, an accountant recommended by Mr Olivier to enable D to reclaim some tax, had become his accountant but that he had never met him or received any communication from him. Neither did Mr Russell provide him with any documentation pursuant to money laundering regulations. RWW had dealt with him. He was shown an email from Mr Russell to R Williams dated 8 August 2019 (p 97 main TB) which appears to be marked for the attention of Dr Williams as it is addressed to "Rich" but he denied being the "Rich" concerned. He said that he only knew about the efforts made to seek a tax rebate in 2019 since the proceedings had commenced. He denied that the letter dated 22 November 2018 purportedly from him to HMRC seeking tax relief was signed by him. 65. He was then asked about a police interview which he had attended on 21 August 2018 in relation to fraud and

money laundering investigation into the affairs of RWW and Lisa Williams and other individuals associated with RWW. He denied knowing that he had been a company secretary for his son's three companies and a director of one of those companies at the time but confirmed after some persistence by Counsel for C that he did in fact tell the police in that police interview that he had been a company director of Rhys Williams Properties Ltd. He accepted that the police had told him in that interview that in the previous 5 years (ie from 2013 to 2018), his accounts have "transferred a total of £575,000 to the accounts of Lisa Williams or her father James Saxon" but denied being aware of this as he did not see the statements on the accounts. Final Page 20 Newsham Park v Williams 66. He denied knowing about RWW's fraudulent activities and he denied being warned about them by Adrian Parsons and NM. He said that he had met Mr Parsons only twice and that he had not opened any of the hundreds of emails which he had sent to him. 67. He also said that he had no recollection of signing a cheque for £26,000 to Hassan solicitors which is referred to in the police interview. He said that he could have signed the cheque and that RWW may have given a reason to him but he did not remember. 68. He was also asked about an incident when Paul Livesey, someone who had lost money to RWW, had come to his house on Anglesey early one morning when they were all in bed, "thumping on the door, telling us he was going to kill us all." D had a vintage gun from the first World War and thought it would "diffuse the situation" to go outside and confront Mr Livesey with it. There were no bullets in the gun. He appeared to play this incident down. 69. He also explained that RWW had pawned two of his paintings in a shop in Bond Street in London and they had never been returned to him. He said that he thought that RWW had sold them to someone. He thought that RWW had a money problem and had told him to sell a couple of paintings "because my other son did that". He then went on to explain that his other son had lent £80,000 to RWW and that RWW had not paid him back so D had told the other son to take six of D's original Kyffin Williams paintings off the walls of his Anglesey home instead. That was in 2011 and since then the two brothers had not spoken to each other. 70. He continued to say that he thought that RWW was a successful businessman. He said that in the past, RWW's name was named on a list of successful young Final Page 21 Newsham Park v Williams entrepreneurs. 71. In re-examination, he confirmed that he thought in July 2017 that things were fine in terms of RWW's affairs. However, by the Summer of 2018 he knew that there was a problem. RWW had told him that there were problems about two months prior to his police interview in August 2018. Findings of fact 72. It is, of course, for C to prove its case on the balance of probabilities. Mr Olivier, NM and RWW all have convictions and issues are raised in relation to their credibility and that of D. I remind myself that lies are not necessarily probative of guilt save in the very constrained context of the so-called revised Lucas direction. The repeated telling of a story can lead to innocent inaccuracies. Testimony based on memory is intrinsically fallible. Inferences are to be drawn from proven lies. 73. I set out below the approach I must take to proven dishonesty. 74. In the event that I conclude that a particular witness has lied, I must exercise caution in attributing significance to the lies told, bearing in mind that a witness may lie (whether during an investigation or in preparation for or during a trial) for many reasons, including shame, misplaced loyalty, panic, fear and

distress. The fact that a witness has lied about some matters does not mean that he or she has lied about everything (see *R v Lucas* [1981] QB 720). Where the court is satisfied that a lie is capable of amounting to corroboration of an allegation (having regard to the four conditions set out in *R v Lucas*) in determining whether the allegation is proved, the court must weigh that lie against any evidence that points away from the allegation being made out (see *H v City and County of Swansea and Others* [2011] 1 FCR 550).

Final Page 22 The four relevant conditions that must be satisfied before a lie is capable of amounting to corroboration are set out by Lord Lane CJ in *R v Lucas* as follows: *Newsham Park v Williams* 'To be capable of amounting to corroboration the lie told out of court must first of all be deliberate. Secondly it must relate to a material issue. Thirdly the motive for the lie must be a realisation of guilt and a fear of the truth. The jury should in appropriate cases be reminded that people sometimes lie, for example, in an attempt to bolster up a just cause, or out of shame or out of a wish to conceal disgraceful behaviour from their family. Fourthly the statement must be clearly shown to be a lie by evidence other than that of the accomplice who is to be corroborated, that is to say by admission or by evidence from an independent witness.' 75. It is important, that I make some findings at this stage. Whilst Mr Olivier tried to avoid telling the court about his previous convictions, I did not consider him to be a dishonest witness. He tried to avoid telling the court about his previous convictions because he wants the court to believe his evidence. He is a man who does deals on a handshake. He associates with NM who has convictions for crimes related to dishonesty. He appeared to be sympathetic to RWW being declared bankrupt, according to RWW, because he had been declared bankrupt himself. In reality, however, what does his evidence amount to? He is convinced that D knows all about RWW's fraudulent activities because he knows what his own sons, who are in business with him, are up to. However, he does not factor into this equation the fact that D is a very different type of personality to him. 76. D is a man who likes to live well. He lived in a home on Anglesey with a significant number of original Kyffin Williams paintings on the wall. They would have been Final Page 23 *Newsham Park v Williams* extremely valuable. He enjoyed his life in Marbella with RWW and his family. He has an excellent pension. The monthly income from his pension in July 2017 was £6,880.05 which means that his income as a partner in a GP practice must have been significant. However, I do not think he is very interested in money. He said that before his wife died when RWW was a teenager, she would handle his financial affairs and that after she died, RWW took over. He likes to enjoy a comfortable life which comes with money, however, he is not interested in money itself. He has been able to give his share in the GP practice to a daughter who is also a GP. He did not seem bothered about telling his son, Hywel, to take original paintings from the wall of his home in lieu of the £80,000 which Hywel had lent to or invested with RWW and which RWW was unable to return. Neither did he seem troubled about the additional two paintings which he believed that RWW had pawned or sold at Bond Street. He said that he allowed RWW to set up an online account in D's name and that he never looked at the statements as they were all online. 77. He seems to be in denial about RWW, even though he is now serving time in prison for fraud. Even now, he says that RWW was very good to his mother when she was dying. He appears to show no remorse

whatsoever for facilitating RWW's fraudulent activities which led to innocent people losing their savings. 78. Counsel for D tries to portray D as foolish and naïve and as a professional of the utmost integrity. I know nothing about D's professional career as a doctor but I do not accept his description of D as being foolish and naïve. He simply did not care. He seems to be utterly blind when it comes to the actions of RWW and it is thanks to D allowing RWW to use his bank accounts and to him agreeing to take on statutory Final Page 24 Newsham Park v Williams roles within RWW's companies that RWW was able to continue to carry on his fraudulent activities whilst he was an undischarged bankrupt. 79. He knows and he has known for many years that RWW is a man who cannot be trusted with money but he does not want to know. RWW lost his own brother's money and D effectively bailed RWW out. He knew that RWW was declared bankrupt in 2010. I am willing to accept that people like NM and Mr Parsons tried to tell D over the years that RWW was up to no good. Mr Olivier's evidence goes no further than that D must have known what RWW was up to. Mr Olivier strikes me as a very different type of character to D. Mr Olivier, despite not doing deals on paper, strikes me as very "savvy" and streetwise. He appears to have fought his way up the ladder to run a property management company with his sons. Money matters to him. In contrast, D likes what money provides but he is not interested in making money and he has left that, or so he thought, to RWW. He is certainly in denial about RWW. He told me how RWW had been named a young entrepreneur many years ago whereas, in fact, RWW has defrauded people of their savings. None of the £60,000 provided by C to RWW via D's account went to set up the promised bond. Whilst RWW insisted that he did intend to set up the bond and that he had done work on preparing a prospectus in readiness for this, no such evidence was provided to this effect.

80. Whilst I am willing to find that D's actions in allowing RWW to use his bank accounts and agreeing to take on statutory roles within RWW's companies facilitated RWW's fraudulent activity, I am not willing to find that D actively colluded and worked with RWW in relation to such activities. Whilst I am willing to find that D is likely to have been present when RWW discussed the bond with Mr Olivier and/or Final Page 25 Newsham Park v Williams NM, I am not willing to find that he took any active role in this as he is simply not interested. He appears, even now, to have faith in RWW and left RWW to do the dealing. Even if he did take an interest in it, what would he have witnessed? RWW promising to set up a bond as he had apparently done in the past. RWW may have been proposing an unconventional way of raising funds for C's company but Mr Olivier is a businessman who is willing to do business with an undischarged bankrupt (RWW) and NM, a former bank manager with criminal convictions, so he also appears to have an unconventional and risky approach to raising funds. 81. I accept the evidence of D that he did not look at his online bank accounts. The accounts were online and he said that at the time he was not able to look at them online. Whilst a younger person might find this incredible, he is of the older generation and it suited RWW to set up an account which D would not be able to access easily. 82. There is very little contemporaneous evidence in this case but there are some helpful messages passing in Welsh between D and RWW. They are dated various dates in May and June 2018. It

is clear that by that stage, D is back in Wales and is trying to pay for items or access funds with his bank account cards and is having no success. So it is clear that by that stage D knows that there is some problem with those cards and accounts but even then RWW appears to be fobbing him off, telling him that he will contact the bank. Another example of this is when D asks RWW about what happened to the two paintings (a Kyffin Williams and a Mary Fedden) which I am told were never returned to D and which D believes RWW pawned or sold in Bond Street in London. RWW replies to this question on 30 May 2018 that “Llunia yn ok. Neshi weld y kyffin a Mary fedden. Am gal nhw delivered wsos nesa.” Which Final Page 26 Newsham Park v Williams translates as “The paintings are ok. I saw the Kyffin and Mary fedden. I am having them delivered next week.” Reading those texts, they give an interesting sense of the dynamic in the relationship between D and RWW. D asks RWW for advice and he asks him to sort things out for him and that is very much the view I have formed from hearing the evidence. Essentially, RWW ran matters and D relied on RWW to sort things out. I agree that despite the overwhelming evidence to the contrary, he trusted RWW. It would appear that it is only in early June 2018 that D truly appreciates that RWW is in serious trouble when D texts RWW on 3 June 2018 and says that “Cyn wr marian james wedi cael 4 yrs jail. Gobeithio bo chdi ddim yn mynd yr un ffordd .” This translates as “Marian James’s ex husband has been sentenced to 4 years in jail. I hope you aren’t going the same way.”

The law 83. The claim is pleaded on 3 bases: (i) Breach of Financial Services and Markets Act 2000, s.19 (“FSMA”) and Financial Services and Markets Act 2000 (Regulated Activities) Order 2001, Articles 25 and 53; (ii) Liability under a resulting trust or Quistclose trust; (iii) Liability for monies had and received. 84. I will deal with each of these in turn. Final Page 27 Newsham Park v Williams Breach of FSMA 2000 and FSMA 2000 (Regulated Activities) Order 2001, Articles 25 and 53 85. C’s case is that D was aware that RWW was to utilise the £60,000 in order to carry out the service of arranging for funding to be raised by way of a bond issued on the Luxembourg Exchange, that he was also aware that RWW was an undischarged bankrupt and / or unregulated by the Luxembourg Exchange and that it would be unlawful for RWW to seek to arrange the raising of investment finance through a recognised exchange and that this was therefore contrary to FSMA and the 2001 order. 86. Section 19(1) of FSMA contains a general prohibition that “No person may carry on a regulated activity in the United Kingdom.... unless he is (a) an authorised person; or (b) an exempt person.” There is no evidence before me that D carried out any such regulated activity and I do not consider that this is C’s case. I have already found that D did not work with RWW in securing the money from C. The Regulated Activities Order contains a further prohibition which includes at article 25 “making arrangements for another person...to buy, sell, subscribe for or underwrite a particular investment which is – (a) a security, (b) a contractually based investment, or (c) an investment of the kind specified by article 86, or article 89.....”. It is C’s case that D was aware that RWW, as an undischarged bankrupt, and being unregulated by the Luxembourg Exchange, it would be unlawful for RWW to seek to arrange the raising of investment finance through a recognised exchange and that in permitting his Santander account to be knowingly used for regulated activity, D was in breach of sections 26 and 27 FSMA. Final Page 28 87. RWW said that he was contemplating

obtaining the bond on a different market as Newsham Park v Williams Luxembourg was too strict but whichever market was proposed, I am assuming that RWW was not authorised to carry on such activity and that D was not entitled to make arrangements for RWW to carry out such activity. D says that he whilst he was aware that RWW had been declared bankrupt in 2010, he was unaware that he was and remained an undischarged bankrupt at the material time. The question which I have to ask myself is whether D made arrangements for RWW to carry on this activity? I have already made it clear in my judgment that D is not interested in raising funds and that he had no involvement in this deal. This deal was driven by RWW, NM and Mr Olivier, not D. At most, there are allegations that D may have attended meetings where the setting up of the bond was discussed and may have received a phone call from RWW asking him for details of his bank account. The only evidence before me which appears to be accepted is that D had allowed RWW to set up online bank accounts in his name and that D allowed RWW to use those accounts, in particular the Santander account into which the £60,000 was paid by C. That does not, in my judgement, amount to making arrangements for RWW to “buy, sell, subscribe for or underwrite a particular investment” contrary to Article 25. Liability under a resulting or Quistclose trust 88. It is C’s case that it is able to recover the sums paid by reason of a breach of trust and/or fiduciary duties arising out of a resulting trust or Quistclose trust. D knew that RWW could not lawfully arrange the raising of investment finance through a recognised exchange and, accordingly, D received such monies into his Santander account on the basis that such monies would be held in trust for the sole purpose of raising investment finance or the investment “bond” in the knowledge that RWW’s Final Page 29 Newsham Park v Williams arrangement of the same was unlawful. In those circumstances, the monies were stamped with trust and/or fiduciary obligations given D’s alleged knowledge. 89. Lewin on Trusts (20th edition) states that “a resulting trust arises by operation of law if a person makes a disposition of property upon trust but no trusts are effectively declared, or if the trusts that are declared fail to exhaust the beneficial interest.” 90. D accepts that depending upon the precise circumstances under which the monies were actually paid to RWW, there might be circumstances in which a resulting trust could have arisen in favour of C, but it is expressly denied that the same provides C with any cause of action against D. 91. Lewin goes on to say that “trusts arising in connection with loans made for a specified purpose, and associated with the decision in Barclays Bank v Quistclose Investments Ltd [1970]AC 567, HL, (clarified by the decision of the House of Lords in Twinsectra v Yardley [2002] UKHL 12) have acquired very considerable significance, but they should not be thought of as existing outside established principles concerning trusts.” 92. Lewin summarises the character of a Quistclose trust as being “one whereby A pays or transfers money or property to B so that B holds the money or property in trust for A subject to a power for B to apply the money or property for a stated purpose. Hence A’s beneficial interest in the money or property will remain unless and until the money or property is applied in accordance with that power.... If the purpose fails then the money or property is held on resulting trust for A freed from any power, and so can be recovered by A by a proprietary claim whether or not B is solvent..... A Quistclose trust does not arise merely because money is paid for a particular

Final Page 30 Newsham Park v Williams purpose. A lender will often inquire into the purpose for which a loan is sought in order to decide whether he would be justified in making it. He may be said to lend the money for the purpose in question, but that is not enough to create a trust; once lent the money is at the free disposal of the borrower.....The basic relationship between a banker and a customer does not involve the creation of a trust. The question in every case is whether the parties intended the money to be at the free disposal of the recipient, and his freedom to dispose of the money is necessarily excluded by an arrangement that the money should be used exclusively for the stated purpose.” 93. The problem for C is that it can only prove that it transferred £50,000 to D’s Santander account. The remaining £10,000 was transferred by Bullitt Express. Mr Olivier says that this was done purely because C could only transfer £50,000 per day from its account hence the remaining £10,000 being transferred from Bullitt Express, a company in which Mr Olivier had a significant shareholding. The problem with this is that C can only therefore potentially recover £50,000 from D, not the remaining £10,000. The other problem which C faces is that £10,000 of the £60,000 appears to have been intended to be RWW’s fee for setting up the bond as opposed to a sum to be repaid to C. However, there is no evidence before the court that RWW did any work in respect of setting up the bond. 94. The main issue, however, is that the trust, if there was one, is one entered into between C and RWW not D. D was merely the conduit who facilitated receipt of the money to and from his accounts. Furthermore, he has not kept any of that money as RWW transferred it firstly from D’s Santander account to D’s NatWest account and Final Page 31 Newsham Park v Williams thereafter from D’s NatWest account to various others, none of whom are D. He is not therefore in a position to pay the money back to C. Liability for monies had and received. 95. This is the final basis upon which C seeks to recover the monies from D. This is on the basis of a restitutionary action for monies paid under mistake of fact, it being C’s case that RWW and D withdrew the money for the purposes for which the monies were transferred. 96. An action for money had and received forms part of the law of restitution and requires the Court to consider the issue of unjust enrichment. 97. The law of unjust enrichment is concerned with situations where the defendant is enriched at the expense of the claimant in circumstances which the law recognises as unjust. The principle of unjust enrichment is relatively new, having been formally recognised in 1991 by the House of Lords in *Lipkin Gorman v Karpnale Ltd*

- (1991) 2 AC 548. This was a case in which it was held that an innocent recipient of stolen money was obliged to pay an equivalent sum to the true owner where he had not given full consideration for it and had thus been unjustly enriched at the expense of the true owner. 98. Counsel for D sets out at paragraph 13 of his skeleton argument where the £60,000 went after it was paid into the Santander account and then the D’s NatWest account. £25,550 was paid out to Lisa, RWW’s wife. £20,000 was paid to James Saxon, Lisa’s father. £8,000 was paid out to NM. £5,006.95 was paid out to Impact General T, NM’s company and there are various miscellaneous payments or cash withdrawals. In reality, D has not benefited from the £60,000 paid into his Santander account. Final Page 32 Newsham Park v Williams 99. The purpose of a claim in unjust enrichment is to correct a normatively defective transfer

of value from the claimant to the defendant, usually by restoring the parties to their pre-transfer positions (*Dargamo Holdings Ltd and another v Avonwick Holdings Ltds and others* (2021) EWCA Civ 1149). In that case, Lady Justice Carr (as she then was) refers to the four elements of an unjust enrichment claim: (i) Has the defendant been enriched? (ii) Was the enrichment at the claimant's expense? (iii) Was the enrichment unjust? (iv) Are there any defences? 100. She goes on to explain that the four stage approach referred to above should be applied on a flexible basis and that "careful legal analysis in each individual case is therefore required before a claimant can succeed in a claim for unjust enrichment....as regards the third question, the claimant must positively identify what has been described as the "unjust factor"..... These unjust factors are recognised because they establish that the claimant did not intend the defendant to receive a benefit in the circumstances...." and include examples such as mistake, duress, undue influence, failure of consideration, necessity and legal compulsion. 101. The Supreme Court stressed in *Investment Trust Companies (in liquidation) v Revenue and Customs Commissioners* (2017) UKSC 29 that these four questions "are not themselves legal tests, but are signposts towards areas of inquiry involving a number of distinct legal requirements." Final Page 33 *Newsham Park v Williams*

102. Counsel for C argues that this is a case where D has been unjustly enriched in that D spent a considerable amount of time in Marbella in accommodation rented by RWW and enjoyed the lifestyle there. D clearly did have a very nice time in Marbella until the whole family had to return to Wales as an emergency because of the reaction of angry investors to RWW's fraudulent activities. Mr Parsons gave evidence to the court about the anger vented towards RWW in the tight knit ex pat community in Marbella.
103. What the Supreme Court held in *Benedetti and another v Sawiris and others* (2013) UKSC 50 is that a restitutionary award made on the basis of unjust enrichment is to be calculated as the value of the benefit received by the defendant at the expense of the claimant. The difficulty here is that when one looks at where the money went, none of it stayed with the D. I specifically asked Counsel for D to address this point when he responded to Counsel for C's submission on this point. The point he makes is that there is no evidence that the money came back to D in some way and that, in effect, it is too remote to argue this point. If there was evidence that the money had gone through several accounts, for instance, but it could be tracked back to D, that would be a different matter but that is not the case here. The onus is in C to prove this issue, on the balance of probabilities. That is again stressed by the Privy Council in *Samsoondar v Capital Insurance Company Ltd* (2020) UKPC 33 where the Privy Council stresses that it is for the C to establish the first three elements of an unjust enrichment claim and that the "claimant must identify sufficient facts to show how those three elements are satisfied."
104. Going back to the *Investment Trust Companies* case, on the first element which the claimant has to prove to establish a claim for unjust enrichment, Lord Reed JSC goes Final Page 34 *Newsham Park v Williams* on to say that the defendant must have "received a benefit from

the claimant. But that is not in itself enough.” He goes on to discuss direct and indirect provision of a benefit and the fact that whilst usually claims for unjust enrichment would arise where the parties have dealt directly with one another, that does not have to be the case. I have already held that it was RWW who dealt with C, not D. However, that would not prevent a claim for unjust enrichment being successful where, for instance, the law of agency applied. He goes on to say at para 51 that “Where, on the other hand, the defendant has not received a benefit directly from the claimant, no question of agency arises, and the benefit does not consist of property in which the claimant has or can trace an interest, it is generally difficult to maintain that the defendant has been enriched at the claimant’s expense. The point is illustrated by the case of *MacDonald Dickens & Macklin v Costello* (2012) QB 244, where the provision of services to a company was held not to enrich its directors and shareholders. It is also illustrated by the example, discussed in the *Relfo* case (2015) 1 BCLC 14, of a claimant who makes a mistaken payment to a third party, who in consequence makes a gift to the defendant out of property in which the claimant has no interest, and into which he is unable to trace. As *Arden and Floyd LJ* recognised ..., the claimant does not have a claim in unjust enrichment against the defendant. The claimant suffers a loss through making the payment to the third party, who is unjustly enriched at his expense. A claim in unjust enrichment therefore lies against the third party (subject to any defences available).” 105. It is important that I address the 4 questions referred to above. Has the defendant been enriched? Final Page 35 *Newsham Park v Williams* 106. It is for C to prove, on the balance of probabilities, that D has been enriched. C has failed to discharge that burden. It is not enough to argue that D lived “the high life” in *Marbella* on the proceeds of RWW’s fraudulent activities. The C has produced no evidence that the £60,000, on leaving D’s accounts, then went back to D eventually, via a series of transactions designed to prevent the money being traced. Was the enrichment at the expense of the claimant?

107. Had I found unjust enrichment, I would have found that it was at the expense of the C for what amounted to £50,000 of the £60,000 at the time that the money was transferred to D’s account because C has only proved that it paid £50,000 to D’s account, not the remaining £10,000. Was the enrichment unjust? 108. I return to *Dargamo* for assistance on this aspect of the case and note that the C must identify the unjust factor and that an example of such a factor is given as lack of consideration. In this case, C appears to have transferred the money to D’s account so that RWW would set up a bond for him. There is no evidence before me that RWW did any work at all in setting up such a bond. Given my findings that it was RWW who agreed to set up the bond for C, the evidence before me indicates that there was a lack of consideration on the part of RWW as he was unable to produce important evidence such as the prospectus which he said he had started preparing in relation to the bond. However, RWW is not the defendant in this case so I can go no further than that. What I can say is that there was no lack of consideration on the part of D as he was not involved in the bond. Are there any defences available to the defendant? Final Page 36 *Newsham Park v Williams* 109. This is irrelevant as C has failed to discharge its burden. D was not enriched and he was not involved with the bond. He has, however, through his complete disregard for his son’s

actions indirectly supported his son in his fraudulent activities.

Conclusion

110. Accordingly, I have no alternative but to dismiss C's claim. HHJ Owen Final Page 37

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