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Historic Judgment Which Changed Everything For UK Mortgagors

This is a re-post of the article on self-realisation.com, which announced my family's historic summary judgment win in Leeds High Court, on the 21st of July 2014. The original post has already been shared 5,500 times but it is re-posted here so that the entire story of our case is recorded on the pages of this blog.

Having spent the better part of the last five years fighting miscarriages of justice over demonstrably void mortgages in her majesty's courts, it gives me immeasurable pleasure to act as the bearer of good tidings to all those who are currently engaged in similar struggles against the mortgage bandits.

Following three hearings before two rather embattled high court judges, both of whom have been subject to recusal applications on the grounds that they demonstrated extreme prejudice towards the Trustees of my family's private property trust; HHJ Behrens, albeit somewhat reluctantly, handed a summary judgment to the Trustees, who are defending a despicable claim by Bank of Scotland, which seeks to make my parents bankrupt over the shortfall in the allegedly outstanding debt, following the fire-sale of nine properties at an average of 27% of their market value by their LPA pirates.

The bank's claim in entirely reliant upon a purported contract for mortgages in the future being valid. However, the document in question, which takes the form of a Facility [Offer & Acceptance] Letter, was never signed by a representative of the bank, rendering it void ab initio under section 2 of the Law of Property (Miscellaneous Provisions) Act 1989, in accordance with United Bank of Kuwait v Sahib, Murray v Guinness, Lloyds v Bryant and Keay v Morris Homes; as well as the principles laid down by Neuberger MR in Helden v Strathmore; namely, that a contract for the granting or mortgages in the future is caught by section 2.

Whilst the present case will run for at least a few more months on appeal, as the Trustees challenge the dismissal of their contention that the section 2 point must be applied because the document relied upon by the bank only pertains to future legal mortgages of properties which hadn't yet been acquired by the Trustees; Judge Behrens has nevertheless conceded that one of the purported mortgages is void on the basis that it is not properly witnessed, in breach of section 1(3) of the 1989 Act, which is highly significant for a number of reasons:

1. The Trustees have been arguing that nine mortgages over 12 properties are void and unenforceable throughout both the original proceedings, which went before HHJ Walton in the High Court in Newcastle on 22 October 2010, as well as in the claim of fraud upon the court [filed in July 2013]; both claims were dismissed as totally without merit, along with all applications for injunctive relief, permission to appeal and for judicial review. This decision means that the section 1 point in each of those applications has now been emphatically sustained, at least in part, confirming that each order made is void for claiming that there was no merit in the points submitted by the Trustees.

2. Judge Walton's verdict must be set aside the judgment in which he dismissed the original claim, that there are no enforceable legal mortgages in existence, since he relied upon the

false evidence given by the bank's director and its receivers under oath, that each of the purported mortgage documents had been certified as being valid by their solicitors, prior to the commencement of the proceedings by the Trustees in August 2010.

3. The setting aside of Walton's verdict will also take out the decision of Lloyd LJ to dismiss our application for permission to appeal that judgment as totally without merit, along with Behrens' June 2012 decision to refuse permission to proceed with a judicial review of Walton's decision, which included a void civil restraint order being illegally made against my name, after "I" declared the entire justice system void in the absence of justice being duly served.

4. Behrens' without merit dismissal of the fraud upon the court claim in December 2013 must also now be reversed, since he has now conceded that the section 1(3) argument he previously rejected is entirely correct. That claim must now be reinstated, which will automatically result in summary judgment for the Trustees, since neither the bank or the receivers filed any form of defence within the time allowed. Judge Behrens is well aware of these facts.

5. The Extended Civil Restraint Order [ECRO], illegally issued by Norris J in July 2013, against my name and those of the Trustees, effectively banning me from making any application to or appearing in any court, criminal or civil, without the permission of Behrens or Atherton [a senior District Judge], must also be set aside as void for the same reasons, along with four other orders issued by them since December last year, on the ground that they were all founded on the erroneous presumption that the ECRO was validly issued, which it most certainly was not.

6. District Judge Earl's stay on criminal proceedings against the LPA pirates in the Magistrates' Court in July 2013 can now be lifted and the bank's executives will be added as defendants; meaning that, upon the application of the Trustees, the private criminal prosecution will proceed to trial to hear the allegations of section 2 and section 3 fraud against the bank and its pirates, on the basis that Judge Earl has already ruled that this would be open to the Trustees if any one of the mortgages were deemed to be illegal and void; and in the event that a swift and equitable settlement is not proposed and executed by the receivers [and ultimately, the bank].

7. The property chamber in the 1st tier of the upper tribunal is now bound to order that the Land Registry [LR] cancel the mortgage; the LR has already accepted that it is liable for the losses incurred, prior to the formation of the property chamber in July 2013. In any event, this is no longer a point of contention.

8. Since none of the purported mortgages concerned were properly witnessed, the same fate awaits each of them.

Given these truly daunting ramifications for any member of her majesty's judiciary, it is certainly not surprising that Behrens insisted on indirectly leaving the section 2 point for another judge to decide, in either the court of appeal or the supreme court on appeal, admitting that he was merely relying upon the doctrine of *res judicata*, relating to matters that are considered already settled by senior judges.

However, considering that it is extremely unlikely that either of those courts would ever rule that the decision of Lloyd to refuse an application for permission to appeal, without a hearing, must take precedence over Neuberger MR's judgment in *Helden*, which was a final decision of the court of appeal, led by the current president of the supreme court; on the balance of probabilities, whichever judge considers the application for permission to the court of appeal, they will be faced with a simple choice:

Which nose to put out of joint – Lord Justice Lloyd or Lord Neuberger, the president of the supreme court?

What happens from there, as well as the entire tale of these and other struggles for justice against the banksters, will be documented in the forthcoming documentary film, The Great British Mortgage Swindle. Whatever the eventual outcome is, this journey continues to be a singularly hellish roller-coaster ride through the valley of the shadow of death. It is certainly not for the faint of heart.

Points To Be Taken

a. Any deed which is signed by the mortgagor in a different physical location from that of the signature's purported witness is void under section 1(3) of the 1989 Act, since taking such a course of action renders the execution invalid, on the basis that the signature and its witnessing must necessarily occur at the same time and place.

This means all purported mortgage documents which originated from the Offer & Acceptance Letter and were signed by the intended mortgagor [but almost never the mortgagee], then posted/delivered to a different place for witnessing, are void ab initio for failing to comply with section 1(3).

b. Any deed which is dated on a day different to the day of execution is also void under section 1(3), on the ground that an incomplete deed cannot be said to have been validly executed because it must be complete at the moment of execution, as per the judgment of Underhill J in R [Mercury Tax Group] v HMRC and the decision of the Land Registry adjudicator known as *Garguilo*.

By my estimation, the steadfast position maintained by the Trustees placed Behrens in a corner, where his only way out was conceding at least one of the substantive points raised. If he hadn't done this, he would now be facing criminal charges for judicial misconduct and perverting the course of justice, along with Walton, Lloyd, Kaye, Atherton, Norris and Patten, none of whom will free themselves from potential civil and criminal liability until every void judgment and all related orders are struck out as ***totally without merit!***

It must also be said that my 69 year old father also performed so well in court that Behrens must have realised that, just like his son, he will not be intimidated into submission by any type of threats; not least those delivered by privileged, expensively trained sophists in purple robes.

Inevitably; the judge, on this occasion, didn't have a choice – there was no space for witnesses on the purported mortgage deed, so it was void ab initio on its face, just as the Trustees have been claiming since the moment we realised the fatal error in the document; it

is therefore a settled point of law that: ***a mortgage is not estopped from relying upon the fatal defects in purported mortgage documents in defence of a claim by a mortgagee,***

It would appear that there is finally a high court judgment upon which all void mortgagors on these islands will be able to rely in relation to the section 1(3) point and its application. Furthermore, this means that there have now been two decisions given to mortgagors since the founding of the ministry of injustice – the decision given to Carlin and Hughes against Santander in the Northern Irish high court in February 2103 [with regard to the bank lying about securitisation] and this one, which should be referred to as **BOS v NT Trustees**, until the full citation is available after the outcome of the appeal is settled.

Whatever else transpires from here, a binding precedent has now been set, which no county court judge will be able to ignore without getting hammered on appeal, by all but the most determined liars, cowards and fools who have sworn allegiance to an entirely illegitimate monarchy, ruthlessly controlled and exploited by the Crown House of Rothschild for private gain. Nevertheless, the tide appears to have most definitely turned in her majesty's high court of *just-us*.

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Land Registry Confirms That No Mortgage Arises Without Legally Valid Documents

It has now been confirmed that the Land Registry has altered the register to show that my sister is the owner of her family home, free and clear of the void mortgage which was cancelled earlier this year.

This is highly significant for the following reasons:

1. There was no attempt to create another illegal mortgage over the property by Bank of Scotland, which means that HHJ Behrens' 2014 declaration that they are still owed £1.85 M is now held to be void and unenforceable by the Land Registry.

2. The decision shows that, in fact and at law, no mortgage, whether legal or equitable, can arise without a deed and a contract which comply with sections 1 and 2 of the LPMPA 1989.

3. It guarantees that the monies my family paid to the bank during the entire term of the fraudulent overdraft facility are due to be paid back in compensation from the Chief Land Registrar, on the ground that the losses were incurred as a direct result of the registration of illegal and void mortgages.

Whilst the compensation is yet to be confirmed, receiving it is the only step left before we can truly say that the dispute that has raged for almost a decade is finally settled and closed.

For all those who have joined or intend to join the class actions later this month, that is what victory for Britain's 11.2 million illegal mortgagors will look like.

Devastating Consequence For The Banks

However, the devastating consequence of this for the banks is that they can no longer rely upon the void aspects of Behrens' 2014 judgment, in which he declared that an equitable mortgage arises, even when the mortgage documents do not comply with the 1989 Act.

To put this into perspective, simply consider that it was this very decision that was used by the Land Registry several times to refuse to cancel the very mortgage which Bank of Scotland successfully applied to cancel in February this year.

Moreover, virtually every legal blog featuring our case over the past few years has been illegally reassuring the banksters and their legal representatives that, even if a mortgage deed is held be void for failing to comply with section 1(3) of the 1989 Act, the mortgagee will be still be entitled to an equitable mortgage that is capable of registration.

Therefore, if you are currently fighting fraudulent mortgage possession proceedings and the bank's lawyers present you with that argument, you can inform them that the Land Registry is now treating that part of Behrens' decision as void and legally unenforceable, after the bank gave up its fraudulent claim against the Trustees of Nelson Trust and cancelled the mortgage over my sister's home.