



## TGBMS: Next Steps

### Canceling 11.2M Illegal Mortgages and Claiming Indemnity

At the end of [The Great British Mortgage Swindle](#) it is declared that, for the purposes of canceling 11.2 million illegal mortgages and claiming indemnity from the Chief Land Registrar, Representative Actions [known as Class Action suits elsewhere] will be filed in every District Registry in Britain.

This laymen's guide is exclusively intended to assist any and every UK mortgage holder to identify whether their mortgage is illegal and void, as well as to provide all the information required to join the nearest Class Action.

These actions will be seeking High Court declarations that every UK mortgage which is subject to an application to cancel it in the local Charges Register, must be canceled in the event it is shown to be illegal and void on one or more of the following grounds.

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## **The TGBMS Grounds**

1. The mortgage deed was not signed by the mortgagor in the presence of an independent witness, in breach of [section 1\(3\) of the Law of Property \(Miscellaneous Provisions Act 1989\)](#).

*This point of law was established in the summary judgment handed down by HHJ Behrens in my family's High Court case, [Bank of Scotland plc v Waugh & Others \[2014\]](#) - a mortgage deed will be illegal and void under section 52(1) of the Law of Property Act 1925, if it is not signed in the presence of an independent witness.*

As the 1989 Act does not apply in Scotland or Northern Ireland, void mortgagors in those countries can rely on the following:

a. In Scotland, the [Requirements of Writing \(Scotland\) Act 1995](#) also has the same effect as section 1(3) of the 1989 Act.

b. In Northern Ireland, [section 3 of The Law Reform \(Miscellaneous Provisions\) \(Northern Ireland\) Order 2005](#) has the same effect as section 1(3) of the 1989 Act.

2. There is no mortgage contract containing the signatures of both the mortgagor and the mortgagee, along with the terms and conditions, in a single document.

*This offends [section 2 of the LPMPA 1989](#), in accordance with the Court of Appeal decision in [United Bank of Kuwait v Sahib & Others \[1996\]](#) - a mortgage or charge will not arise without a section 2 compliant contract.*

Where section 2 of the 1989 Act does not apply:

a. In Scotland, the Requirements of Writing (Scotland) Act 1995 also requires that written contracts must be properly executed by mortgage companies to have legal effect.

b. In Northern Ireland, sections [43](#) and [44 of the Companies Act 2006](#) legally oblige mortgage companies to sign mortgage contracts.

The [Statute of Frauds Act 1677](#) prescribes that a creditor [including a mortgage company] cannot issue legal proceedings against a debtor [including a mortgagor], unless the debt can be verified by a written agreement, which must be signed by the debtor. This statute still applies across the UK.

3. The mortgage deed was executed by the mortgagor before they owned the property concerned, as per the Supreme Court decision in [Scott v Southern Pacific Mortgages \[2014\]](#).

*In this landmark case, the Supreme Court affirmed the High Court decision of HHJ Behrens, who ruled that nobody has the right to grant any kind of legal or equitable interest in or over a property before they become the owner of it.*

## **Representative Actions**

If you have evidence which proves that your mortgage is or was void and illegal on any or all of the foregoing grounds, to join a Representative Action in your district, at least one of the following must apply to you:

1. You are a current mortgage holder in possession of your property and not in default of the mortgage payments.
2. You are a current mortgage holder in possession of your property and in default of the mortgage payments.
3. You are a former mortgage holder not in possession of your property, whether it was taken in possession proceedings or not.

Each action will be brought for and on behalf of those groups of mortgagors, each of whom will have an almost identical claim, which is a requirement of [CPR \[Civil Procedure Rules\] Part 19](#) in England and Wales:

19.6 (1) Where more than one person has the same interest in a claim –

(a) the claim may be begun; or

(b) the court may order that the claim be continued,

by or against one or more of the persons who have the same interest as representatives of any other persons who have that interest.

In Scotland, such actions can now be brought under the [Civil Litigation \(Expenses and Group Proceedings\) \(Scotland\) Act 2018](#); whilst in Northern Ireland, proceedings can be brought in much the same way, under [Order 15 of the Court Rules](#);

Members of the legal professions, some of whom have already volunteered their services, as well as experienced and knowledgeable Litigants-in-Person, will be organizing, filing and running each Representative Action, the costs of which will be crowd-funded.

*Template Letters, Statements of Claim and Claim Forms will be provided to all the appointed representatives, for the purposes of passing them on to everybody who signs up to the respective actions.*

## **Applications To Alter The Register**

TGBMS also shows how my family and I successfully applied to cancel a mortgage which was void and illegal because the signatures of the mortgagors weren't witnessed.

We achieved this by filing the following documents:

1. An [API application](#) form to alter the register.
2. A witness statement affirming the facts and stating the applicable law.
3. All the evidence referred to in the witness statement.

In early 2019, Bank of Scotland used the same method to cancel the last remaining illegal mortgage on the Nelson Trust's property portfolio, when the bank gave up its claim for £2.5M from my family. The representatives who file the court actions in each region, will also file mass applications to alter

the register, on at least one of the grounds described in the foregoing.

This will be done for and on behalf of every mortgagor named as a claimant in the Representative Actions, upon the receipt of the properly executed documents above [or their equivalents in [Scotland](#) and [Northern Ireland](#)].

In England and Wales, these applications will be made under Schedule 4, [section 6 of the Land Registration Act 2002](#), which sets out the circumstances in which the Land Registrar can alter the register without a court order and includes the rectification of mistakes.

Such applications for the rectification of the register in Scotland are made under [Part 8 of the Land Registration etc. \(Scotland\) Act 2012](#); whilst in Northern Ireland, they are made under [Part VIII of the Land Registration Act \(Northern Ireland\) 1970](#).

The cost of these applications will be paid by each void mortgagor concerned but the standard charge for making them is generally between £40 and £80.

## **Applications For Indemnification**

### **England and Wales**

1. Under [Land Registry Practice Direction 39](#), the Registrar has the statutory power to grant indemnification to anybody who has suffered losses, as a direct result of the rectification of the register [or an omission to rectify it].
2. The authority of the Registrar to act without a court order is given in section 6 of Schedule 4 of the Land Registration Act 2002, whilst the Chief Land Registrar is bound by the [Swift 1st Ltd decision](#), to grant indemnity to anybody who can prove the losses claimed were the result of an alteration in the register [or the absence of it].
3. For the purposes of making a written statement of claim for indemnity, under Practice Direction 39, it is not necessary to prove who was responsible for the mistake in the register [whether fraudulent or not], only that an entry [or the lack of one] caused the claimant losses on a certain date, when the register was or could have been altered.
4. A claim for indemnity is made simply by writing a Statement of Claim, attesting to the facts regarding the illegality of the mortgage and attaching all the evidence it refers to, before filing at the Land Registry where it was registered.

In summary, every void mortgagor in England and Wales who proves their mortgage is illegal, on one or more of the TGBMS grounds, can do the following:

- a. Make an AP1 application requiring the Land Registry to cancel the entry of their mortgage in the register, under the provisions of Land Registry Practice Direction 39 and section 6 of schedule 4 of the 2002 Act.
- b. Apply to the Chief Land Registrar to be indemnified for all the losses that were directly incurred as a result of the alteration of the register [or an omission to alter it], relying upon the Swift 1st Ltd case as the binding authority.

## **Scotland**

1. [Section 80 of the Land Registration etc. \(Scotland\) Act 2012](#) provides the authority to the Keeper of the register to rectify it, when presented with sufficient evidence that a mistake or omission is manifest.
2. In addition, [section 84 of the 2012 Act](#) states that:

The Keeper must pay compensation for– (a)reimbursement of reasonable extra-judicial legal expenses incurred by a person in securing rectification of the register, and (b)any loss sustained by the person in consequence of the inaccuracy rectified.

In summary, every void mortgagor in Scotland who proves their mortgage is illegal, on one or more of the TGBMS grounds, can do the following:

- a. Apply to the Keeper of the Register to have their mortgage canceled, under section 80 of the 2012 Act.
- b. Claim compensation for the losses incurred as a direct result of the illegal mortgage being illegally registered, under section 84 of the 2012 Act.

## **Northern Ireland**

1. By virtue of [Rule 74 of the NI Land Registry Rules](#), the Registrar has power to authorize the modification or cancelation of a charge where he is satisfied that it is appropriate to do so.
2. Under [section 83\(2\) of the Land Registration Act \(Northern Ireland\) 1970](#), it states that:

If any person– (a)fraudulently procures; or

(b)is privy to the fraudulent procurement of;

any entry on, erasure from or alteration of[F1 the register, the Statutory Charges Register, any index to that Register or any], land certificate or certificate of charge, any entry, erasure or alteration so made by fraud shall be void as between all persons who are parties or privy to the fraud.

3. Furthermore, under [SCHEDULE 9 of the 1970 Act](#), it is prescribed that:

1(1)Subject to paragraphs 2, 3, 4, and 5, compensation shall be payable to any person who has sustained any loss by reason of–

(a)the rectification of[F1 the register] pursuant to section 69; or

(b)an error in, or omission from,[F1 the register][F1 whether or] not rectified pursuant to section 69;

In summary, every void mortgagor in Northern Ireland who proves that their mortgage is illegal, on one or more of the TGBMS grounds, can do the following:

1. Apply to the Land Registry to have their mortgage canceled, under Rule 74 of the Land Registry rules.
2. Rely on section 83(2) of the Land Registration Act 1970, which prescribes that a fraudulent mortgage will be void.
3. Claim compensation under Schedule 9 of the 1970 Act.

*Template Forms, Letters and Statements of Claim for Indemnification will be provided to all the appointed representatives, for the purposes of providing them to everybody who signs up to the respective actions.*

## **TGBMS: NEXT STEPS**

In the event you are a UK mortgagor and you are able to provide all the evidence required to prove that your mortgage is illegal and void, on one of more of the TGBMS grounds, here's how you can join a **Representative Action** in your area of the country.

### **STEP ONE**

See **The Great British Mortgage Swindle**, which you can [buy on DVD](#), [watch on Amazon Prime](#) or [in a UK Cinema](#).

Those who choose the latter option will also see the **TGBMS: Next Steps** bonus feature after the film, when every mortgagor present will be invited to join their local Representative Action.

### **STEP TWO**

Sign-up to the **TGBMS Mailing List** [here](#), to receive the latest updates and news about the **Representative Actions**.

### **STEP THREE**

Having seen the film and had this guide delivered to your inbox, you will soon receive an email asking you to fill out a form to join the **Representative Action** in your area.

Once completed, you will receive another email, asking you to submit the relevant documents for your claim to your local group leaders, as and when they have been appointed.

### **STEP FOUR**

All group leaders will be provided with a dedicated email address and the appropriate templates for the claims in their district.

The claims will be prepared for filing, along with the evidence supplied by each party to every claim, on a certain date this summer, which is set to be announced very soon [**TGBMS Day**].

## **STEP FIVE**

Everybody who joins the **Representative Actions** will not be charged a penny for the services provided, but will be asked to aim to bring at least ten other mortgagors into their respective actions and to continue spreading the word about **TGBMS** far and wide.

Those who wish to donate toward the costs of organizing and administering the claims can do so by direct bank transfer or PayPal.

## **STEP SIX**

Once we have raised the estimated costs of bringing these actions, for and on behalf of all Britain's void mortgagors, they will be filed simultaneously on **TGBMS Day**, when the Land Registry will also receive the mass claims for indemnity.

## **STEP SEVEN**

We will then apply to the High Court, seeking the consolidation of the mass claims into three test cases; one for each of the classifications of mortgagors described in the foregoing.

## **STEP EIGHT**

Once consolidated, we will then seek a declaration that any mortgagor who sustains a claim of mortgage fraud, on one or more of the TGBMS grounds:

- a. Must be handed the judgment in all mortgage-related proceedings
- b. The illegal charges concerned must be cancelled by the Land Registry.
- c. Compensation is due for all the losses suffered, as a result of the fraudulent entries in the register.

## **TGBMS Day Is Coming For The Banksters**

Since this is the 1st draft of **TGBMS: Next Steps**, please consider it to be a work-in-progress, which will be amended and expanded as and when necessary.

That being said, the steps described above should prove to be all that is required for Britain's void mortgagors to cancel every illegal mortgage and to secure the reimbursement of the losses caused by many decades of unbridled mortgage fraud.

Nobody is saying that achieving those objectives is going to be easy and it will necessarily take an enormous amount of effort on all our parts to do so. Make no mistake about that.

However, for the first time since the Battle of Waterloo in 1815, the British people have a golden opportunity to end the tyranny of the banksters on these ancient shores, so we must make sure that this time we seize it without hesitation.

On the basis that good fortune smiles on those who are adequately prepared for such an opportunity, the purpose of both the film and this guide is to prepare every void mortgagor for

**TGBMS Day**, when the banksters will face the consequences of their myriad of crimes.

### **Legal Declaration**

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