

#TGBMS: The Beginning of The End

Posted on 06/03/2015 by Anarcho-Mission



For the benefit of all void mortgagors, here is a summary of the Section 1(3) Point & the unenforceable Power of Attorney clause in the unenforceable mortgage conditions.

The date of mortgage execution is the date of signature, when the deed [the “it” in section 1(3) of the Law of Property (Miscellaneous Provisions) Act 1989] must be complete, as per R [Mercury Tax Group] v HMRC and BOS v Waugh & others [The Trustees of Nelson Trust].

This means that, absolutely nothing, whether it be terms [as in Mercury], or the correct name of the mortgagor [BOS v Waugh], necessarily including the the correct date of the execution, can be added subsequent to the moment it is signed by the mortgagor, which is almost always at a time when they do not have the legal or equitable right to convey an interest in the property concerned, as per the points laid out in the **recent Supreme Court ruling**, Scott v Southern Pacific Mortgages & Others [2014] UKSC 52.

This illegal disposition comprises the actual physical deed which would render the entire transaction void ab initio and fraudulent in nature, even in the seemingly unlikely event that the rest of the mortgage transaction was properly executed, which I am yet to bear witness to. **This fraud is entirely the result of the illegal actions of every void mortgagor’s conveyancing solicitor**, who should have advised you that you were not either the borrower or the beneficial owner at the time you granted a mortgage over property you did not yet own; a cause of action for a professional negligence claim against their insurance policies is open to each and every one of you, from the moment you suffer any losses as a direct result of being induced into nesciently **participating in an entirely criminal institutionalised fraud**.

Furthermore, the other point to be taken from BOS v Waugh [albeit currently conveniently unreported by the judge who reluctantly affirmed it] is that the purported power of attorney granted in the mortgage conditions, under which the **conveyancing solicitor illegally** adds the date on the day of the purported mortgage advance, is unenforceable without a stand-alone POA deed, which

must comply with the terms of the Powers of Attorney Act 1971.

In the event I was one of these islands' 11.2 million void mortgagors, if possible, I would not fall into default on the void mortgage payments, on the basis that that is the only claim the mortgagee will ever make against a mortgagor. Take that option away from them and they have no identifiable cause of action to issue possession proceedings, which is always their modus operandi from the moment of illegal execution of the void mortgage documents.

If it is impossible for you to keep making payments of what in reality amounts to mafioso-style protection money, I would send the void mortgagee a notice requiring them to confirm whether any arrears have been capitalised, but only once you have fallen into arrears and they have issued a statutory demand for payment of the full balance allegedly due and outstanding.

In all likelihood, the bank's solicitors will confirm that the arrears have been capitalised, in accordance with standard practice, in which case you can then rely on BOS v McGready & others in your defence of the illegal possession claim, once it proceeds to the county court; on the ground that McGready established the point that the unilateral capitalisation of interest arrears is both unconscionable and illegal, on the basis that the void mortgagee will be claiming an amount which it does not have the contractual, equitable or statutory right to claim, both dishonestly and negligently, for which both the bank's directors and their myopically unscrupulous and self-interested solicitors are civilly and criminally liable.

All things considered, on the balance of probabilities, the days of #TGBMS are most certainly numbered.

As I was writing the above post, I received an email affirming that the chief land registrar has written to the trustees stating clearly that the void mortgage has been removed from the register. He has also confirmed that the new void mortgage [illegally created by a retired trustee and a district judge acting ultra vires] has not been registered and is still subject to our legal objection to its registration. That means that the estate agents who have illegally put the property on the market with full cognisance of these facts, as well as the bank's directors and solicitors, will now inevitably be added as defendants to the private criminal prosecution against the receivers, which will start to proceed to trial by the end of next week at the latest, when they stay of proceedings is lifted, upon production of the letter from the chief land registrar. We have even been asked to present a summary of our allegations and the evidence in support to the chief police officer in Northern Ireland, who has been instructed by the NI attorney general to investigate institutionalised mortgage fraud, which the latter has declared HBOS has self-evidently engaged in. The chief land registrar will therefore know that he will also be added as an accessory after the fact, should he foolishly register another entirely illegal disposition, especially since its senior management long ago accepted that the land registry is legally bound to compensate the trustees for all the losses incurred as a direct result of the illegal and institutionalised registration of fraudulent mortgages. #TGBMS.

Original Source:

<https://self-realisation.com/equity/banksterbusters/tgbms-the-beginning-of-the-end/>