

MORTGAGEE = ZERO POSSESSORY RIGHTS BECAUSE THE CONTRACT FOR THE 'MORTGAGE' IS A NULLITY ...  
 IS IT A CONTRACT-BY-DEED FOR THE MORTGAGE - OR - A CONTRACT-BY-DEED OF MORTGAGE ?  
 IT IS A CONTRACT-BY-DEED FOR THE MORTGAGE – A PAPER CONTRACT FOR THE FUTURE ELECTRONIC MORTGAGE ...  
 REASONED BY THIS MORTGAGOR 'REGISTRATION-GAP' ARGUMENT, WITH AN ARGUABLE & REAL PROSPECT OF SUCCESS,  
 REASONING THAT THE 'MORTGAGE' IS A VOID NULLITY, RESULTING IN ZERO POSSESSORY RIGHTS FOR THE MORTGAGEE  
 COMPANY, AND REQUIRING PRIVATE SETTLEMENT OR A HUMAN RIGHTS ARTICLE 6 FAIR HEARING OF THIS ...

(\*) **THERE IS NO MORTGAGE ...**

A). The purported mortgage [also called the 'DISPOSITION'] is a nullity. \*A mortgage only exists after electronic registration. It is an ongoing act of HARASSMENT to pretend that the paper mortgage deed is the DISPOSITION. Many mortgagee company 'home-possession' claims, in England or Wales, either unwittingly or deliberately overlook the Parliamentary supremacy of *Land Registration Act 2002* ("LRA2002") and the consequences of the LRA2002 inter-relation with the *Law of Property (Miscellaneous Provisions) Act 1989* ("LPMPA1989") s.2(1), s.2(3), s.2(5)c), and s.2(6). Mortgagee companies are harassing & trespassing upon mortgagors by unlawfully claiming possessory rights and willfully avoiding the consequences of the LRA2002 s.27(1) which renders the mortgage a nullity ...

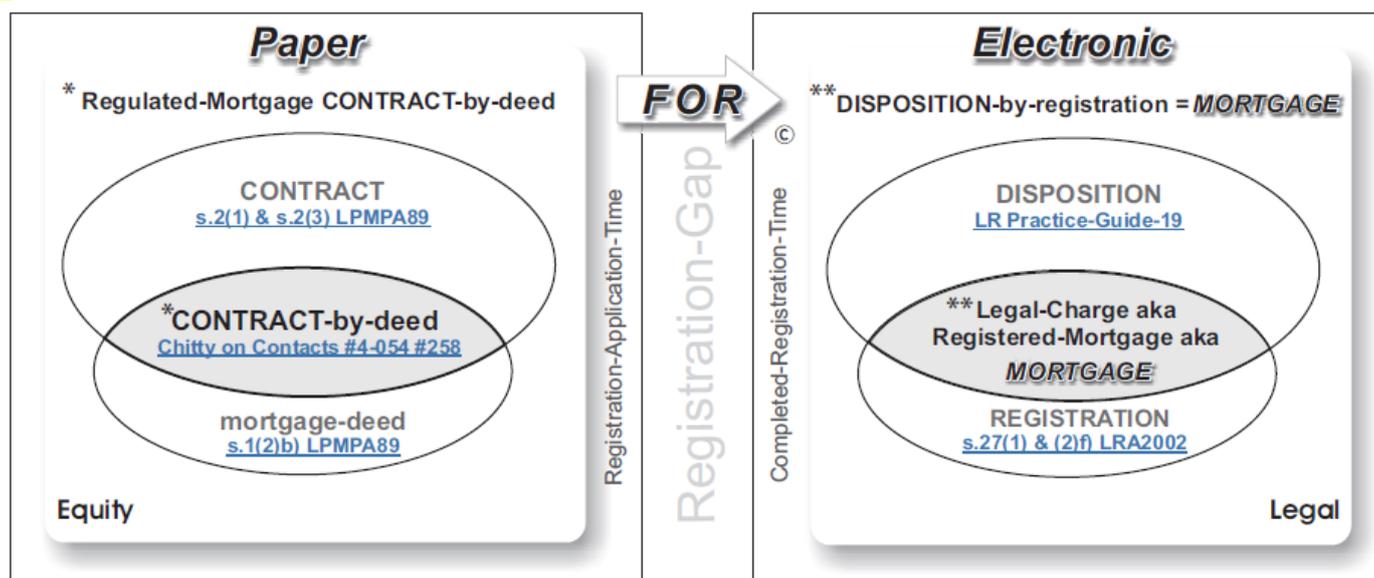
B). Also avoided by mortgagee companies is the respected authority of *Chitty on Contracts* 31st edition OCT.2012 [paragraph #4-013 sub-section #70], in relation to mortgages, which states: "... contract is contained in a deed ...". The mortgagee company & mortgagor enter into a paper 'CONTRACT-by-deed' FOR THE electronic mortgage. Only after the execution/dating/delivery/completion of the paper 'CONTRACT-by-deed' is the electronic 'mortgage' eventually created, by Land Registry, at a 'future' moment in time [the electronic 'MARKED-OFF' moment FOR THE registration].

C). LRA2002 s.27(1) statute states: "... If a disposition of a registered estate or registered charge is required to be completed by registration, it does not operate at law until the relevant registration requirements are met ...".

D). LPMPA1989 s.2(1) statute states: "... A contract for the sale or other disposition of an interest in land can only be made in writing ...".

E). LPMPA1989 s.2(5)c) statute [also avoided by the mortgagee companies] states: "... This section does not apply in relation to — a contract regulated under the Financial Services and Markets Act 2000, other than a regulated mortgage contract ...".

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(\*) (\*) **WHY ???**

- 1). Given that registrations are electronic; and
- 2). Given that no mortgage, with legal effect, is created until registration is completed [the electronic 'MARKED-OFF' moment, in time, in compliance with section 27(1) of the LRA2002]; and
- 3). Given that the CONTRACT-by-deed is on paper [affirmed as a 'specialty' CONTRACT, having a 12-year limitation period, pursuant to the *Limitation Act 1980* ("LA1980") at section 8]; and
- 4). Given that the paper CONTRACT-by-deed is needed to cause a consequent electronic entry to become registered; and

- 5). Given that the paper-dependent CONTRACT-by-deed leads to a delay, before the consequent electronic-DISPOSITION, it is a matter of fact that there is an actual ‘REGISTRATION-GAP’ of time; and
- 6). Given that the executed paper CONTRACT-by-deed [containing any power of attorney (“POA”) e.g. pursuant to which any receivers are appointed]) is the contract *FOR THE* consequent electronic DISPOSITION-by-registration; and
- 7). Given that the electronic DISPOSITION-by-registration is not the paper CONTRACT-by-deed; and
- 8). Given that *FOR THE* valid completion of an electronic [LRA2002 s.27(1)] DISPOSITION-by-registration, of an interest in land, there must be a valid [LPMPA1989 s.2(1)] paper CONTRACT-by-deed *FOR THE* consequent DISPOSITION-by-registration; and it is therefore the case that likely every LPMPA1989 s.2(5)c “regulated mortgage CONTRACT” is *FOR THE* consequent “DISPOSITION” to which LRA2002 s.27(1) refers; and
- 9). Given that the CONTRACT-by-deed “... **must** ...” comply with LPMPA1989; s.2(1) by containing all terms; and s.2(3) by being executed by BOTH parties; it therefore follows that lack of compliance with s.2(3) results in a nullity; and
- 10). Given that the above-mentioned reasoning is likely correct upon the 'balance of probability', say at a ratio, e.g. of some 51 to 49%, it follows that it is very likely that *a*). any purported mortgage; and *b*). any purported POA; and *c*). any appointment of receivers pursuant to any such POA - are all 3, in fact, null & void.

(\*) (\*) (\*) **CONCLUSION ...**

*i*). The 'DISPOSITION' referred to within LRA2002 s.27(1), and LPMPA1989 s.2(1), is also known as the 'MORTGAGE'. It thereby follows, because of the LRA2002 s.27(1) ‘REGISTRATION-GAP’, that a ‘contract OF mortgage’ never exists because a mortgage only exists after the electronic completion of registration. For a valid mortgage, to exist, it is necessary for there to be a LPMPA1989 s.2(1) & s.2(3) compliant ‘contract FOR THE mortgage’. For requisite s.2(3) compliance the paper CONTRACT-by-deed [containing the mortgagee company POA] “... **must** ...” be executed by both parties otherwise any contractual right, POA, mortgage, possession claim, appointment of receivers or power of sale ... are all null & void *ab initio*.

*ii*). The mortgagee company has zero possessory rights over the mortgagor interest in land. The mortgagee may have an ‘unsecured loan’ argument and any such claim for would require a monetary claim for restitution which could be heard in chancery court jurisdiction. Mortgage possession actions, outside Greater London, are jurisdiction bound exclusively in the local county court at least pursuant to the *Civil Jurisdiction and Judgments Act 1982* (“CJA1982”) sch.4 r.11a(i); and the *County Courts Act 1984* (“CCA1984”) s.21(2) & s.21(3); and the CPR r.55(3)(1).

*iii*). As substantially every purported 'legal-mortgage' [the 'registration'], in England & Wales, is apparently a mistake, a void *ab initio* nullity, it follows that all consequent land registry & county court mistakes [which, in fact (from the outset), render all associated purported transactions without any legal effect whatsoever] may, for the sake of clarity, now be corrected retrospectively i.e. since inception and ex debito justitiae [an absolute entitlement merely upon asking].

(\*) (\*) (\*) (\*) **REFERENCES ...**

- ✓ KEAY [2012] *EWCA Civ 900* including paragraph #8, and HELDEN [2011] *EWCA Civ 452* including paragraph #27 to #28, both from the Court of Appeal [rather than the Supreme Court], in so far as each lacks reasoning for a paper CONTRACT-by-deed *FOR THE* electronic mortgage, the reasoning is embarrassing & per incuriam. Except in so far as “... *mortgage in the future* ...”; and the contract being executed ‘undated’ without that expressly written contractual term; are both applicable - each decision otherwise has zero binding effect upon any courts in regard to the ‘REGISTRATION-GAP’ reasoning. That is to say at least in so far as each reasoning judicially disregards the Parliamentary supremacy of the LRA2002 s.27(1) statute, in juxtaposition to the LPMPA1989 s.2, when reviewing the chronological time-line, of the legal status, of the ‘DISPOSITION’ [aka mortgage] and the intrinsic ‘REGISTRATION-GAP’ that therefore renders the mortgage a nullity. Furthermore - in relation to the mortgage having zero equitable or legal effect before or after registration:-
- ✓ COUSINS LAW OF MORTGAGE [2010] affirms at page #610: “... *Where a purported contract for the grant of a mortgage on or after September 26, 1989 fails to comply with the requirements of section 2 of the Law of Property (Miscellaneous Provisions) Act 1989, no mortgage will be created and, notwithstanding any oral agreement or deposit of title deeds, the creditor will have no interest in or rights over the debtor’s land* ...”.
- ✓ LAW SOCIETY GAZETTE [1989] ‘... *First, all contracts for the sale or other disposition of an interest in land will have to be in writing ... Secondly, the signatures of all parties must be present; s.40 lacked this element of mutuality. Thirdly, non-compliance with the rule will make the contract VOID rather than unenforceable, as under s.40. Fourthly, non-compliance with the rule cannot be salvaged by part-performance; there is no contract to part-perform and s.40(2), covering part-performance, is also repealed* ...’.
- ✓ MACFOY [1961] Privy Council c/o Lord Denning states: ‘... *If an act is void, then it is in law a nullity. It is not only bad, but incurably bad. There is no need for an order of court to set it aside. It is automatically null and void without more ado, though it is sometimes convenient to have the court declare it to be so. And every proceeding, which is founded, on it is so bad and incurably bad. You cannot put something on nothing and expect it to stay there. It will collapse* ...’.