

Re: insert to grounds of appeal skeleton arguments re claimants submission re order.

steve bincham

Mon 23/10/2017 17:23

Sent Items

To: Low Newbiggin Estate <holidays@lownewbiggin.co.uk>;

Also of interest is that Power of Attorney (PoA) has to be executed as a separate deed according to the Power of Attorney Act 1971 (Section 1) and evidenced in Section 86 of this case - <http://www.bailii.org/ew/cases/EWHC/Ch/2014/2117.html>. Having people sign a mortgage deed (which refers to granting PoA specified in a separate terms and conditions booklet) therefore cannot be legal or lawful. Since they did not have the legal right to place a charge on the property in the first place, it should be removed from the land registry.

Steve have a great read and truly understand .

From: Low Newbiggin Estate <holidays@lownewbiggin.co.uk>

Sent: 22 October 2017 20:45:54

To: steve bincham

Subject: insert to grounds of appeal skeleton arguments re claimants submission re order.

Steve. Discuss over phone. Dinner until about 9pm. Paul

9. The d's property 35 Dove House Drive in Henlow had to be sold to pay for emergency maintenance of low Newbiggin Estate. The d's had requested financial assistance from the bank for the works however they did not respond to their requests. Some £35k was spent on materials and labour. The work was evidenced to the Claimants by photographs and invoices. It is not fair or true there to say that none of the money went to the bank as it went to the upkeep of our property which at that time the d's believed the bank had security of. The d's are concerned that the true facts which have been clearly committed by the bank as confirmed under cross examination by the defendants in trial have been used against the d's to paint them in a bad light. The balance of the sale of Dove house drive went to pay living costs with their first child which required second hand clothes from eBay as money as that tight. The d's informed the bank of this fact. Again the C's have chosen to state that the sale funded their lifestyle and paid other creditors. The creditors in mention were indeed Charlotte michaels Mum & Dad who due to d's losses in Canada had to sell their home to pay off a mortgage that was only taken out to try to fund the rescue of the D's Canadian business venture. Due to retirement they could no longer pay the mortgage payments and so required an element of their loan to the d's was repaid.

11.2

We are not clear whether the bank understands that the d's were only made aware post the hearing, of the Data Subject Access Requests as a vehicle to determine the actual status of the original trust certificate, and the current owners of the same. Clearly these requests made under the Data Protection Act 1998 are a lawful right of the d's and will satisfy ALL parties involved in this matter of the actual position on the original documentation and its ownership, and give proof to the validation of Law.

To be clear, the only party that may bring a claim against the d's is the actual trustee or Legalee of the promissory Note. The Trust certificate if sold on in the united Staes (as has been suggested to the D's), must have been notarised and officially sealed in New York or Washington DC .

The C's say that the securitisation of the loan is un-pleaded. This question was put to Robert Lockyer, LLOYDS BOS key witness in this matter, whether the bank had securitised secured the loan or indeed whether it had received any underwriting or guarantee of repayment. Mr Lockyer stated categorically "NO".

Neither Robert Lockyer the bank nor the banks legal representatives have disclosed any alteration to the banks pleadings or facts correcting or amending the evidence given by Robert Lockyer under Oath, either during or post the trial.

The d's loan contract with the Bank of Scotland stated no mention of dealings with any other external party. Neither were there any terms or reference, advice understanding or consideration to the loan being sold to any third party.

There was therefore NO consideration by the defendants of the banks intentions to deal with any other party under the contract or otherwise. Full disclosure, total transparency, and Consideration is a vital part of the lawful binding of any contract. There was therefore NO contract as the contract was breached before and as the d's signed it.

Only the originator of the original Trust certificate can register a claim against a party of a mortgage contract in this case the d's, whom require a proof of validation of Law of the Trustee or the Legalee of the original Promissory Note.

The original Loan Note or Promissory note can never be lost as it is the originator that brings life to the certificate in which shares are then sold by the Special Purpose Vehicle's such as the numerous Master issuers of the shares. These shares are then held 'In Trust' as listed on the Treasury Direct accounts, and can NEVER be destroyed until they mature at the date stated on the Treasury Direct account.

The d's position is that the mortgage Contract is Null & Void, and therefore can not be relied upon to bring a claim for possession by the Bank of Scotland.

The defendants will be seeking an order from the court for the immediate return of all payments made under this and any other contract with Lloyds BOS, as well as interest on the same and compensation for damages and losses incurred by the defendants throughout the past 10 years of this embarrassing and unlawful process.