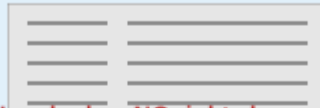


The HMLR Register of Title: Your Crown Jewel of Property Sovereignty

PART A: PROPERTY REGISTER

"Land description ONLY"

- Boundaries, easements, covenants
- NO OWNERSHIP RIGHTS (LRA 2002 s.66)



⊘ Lender has NO rights here - ever

PART B: PROPRIETORSHIP REGISTER

"Specifies class of title • Identifies owner • Affects right of disposal"



Proprietor: [YOUR NAME]

Title: ABSOLUTE

Restrictions: NONE (No RX1!)

⚠ Lender name appears ONLY in bankruptcy (rare)
Requires court order + proven insolvency

PART C: CHARGES REGISTER

CUSTODIAN ROLE ONLY

- Holds security interest • ≠ Ownership • No inherent disposal rights

ENFORCEMENT REQUIRES:

1. Statutory compliance (s.103 LPA)
2. Court order (Skelton)
3. Proven default

Debunking the Illusion of Lender/Chargee Control

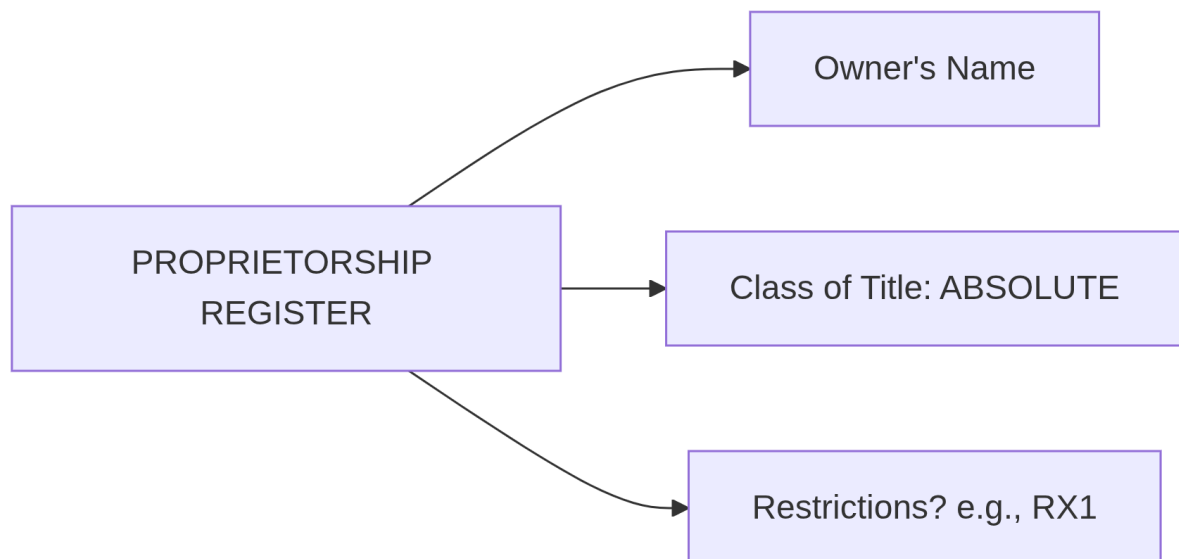
I. The Three Registers: Where True Power Resides

1. Property Register (Part A)

- *Only a Land Map*: Describes physical boundaries. Zero ownership rights.

2. Proprietorship Register (Part B)

- *Absolute Title = Your Paramount Right*: (Title Absolute)
- This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.
- Lenders/Chargees NEVER appear here (except fraud/bankruptcy).
- No RX1 restriction? Sell/lease freely (*Dudley & District BS v Emerson [1949]*).



Your Name • Absolute Title • No Chargee Mentioned

3. Charges Register (Part C)

Lender's "Charge" ≠ Ownership:

- A security interest only, akin to a bank holding securities as custodian, with no inherent right of disposal without statutory compliance

- No automatic rights to sell/repossess, requires court order (s.103 LPA 1925).
-

II. RX1: The Lender's Paper Shield

Scenario	Chargee Myth	Truth
No RX1	"We control dispositions"	FALSE: Sell/lease freely. No veto.
Has RX1	"We block all sales"	HALF-TRUTH: Still needs court approval.

III. Mere Chargees: The Legal Reality

Lenders/Chargees do NOT OWN your property.

- Security, Not Sovereignty:
 - Charge = Collateral for capital advance. Zero equity rights.
 - Cannot sell without:
 1. Default + Valid Demand, AND
 2. Court Order (unless voluntary surrender).
 - Redemption Dissolves Control:
 - Repay in full? Charge must be removed (s.115 LPA 1925).
-

IV. Predatory Tactics: Exposed

- Bluff: *"We're on the register = Control!"*
→ Counter: "Show your name in Part B."

- Intimidation: *"No sale without our permission!"*
→ Counter: *"Where's the RX1? Absent = no veto."*
 - Fraud: Forging TR2 deeds to erase Part B?
→ Remedy: Demand rectification (Sch.4 LRA 2002).
-

V. Reclaim Your Sovereignty

When lenders threaten:

"Part B proves my absolute title. You're a chargee in Part C with no inherent rights. Show the RX1—or withdraw."

At possession hearings:

"I am the registered proprietor. Where's your RX1 proof granting disposition control?"

The Reality: *"Ownership rests in Part B. Chargees have **no keys** to your property & title, only the ability to reign-in capital, extinguished by redemption."*

— Paul Anthony McGowan

What Chargees Can and Cannot Actually Do

CAN Do (Contractual Rights):

- *Call in the debt ✓*
- *Demand immediate repayment ✓*
- *Sue for the money owed ✓*
- *Add default interest/charges ✓*

CANNOT Do (Property Rights):

- *Automatically take the property X*
- *Sell without proper authority X*
- *Bypass legal procedures X*
- *Treat the property like their own asset X*

The Authority Gap: Why Lenders Can't Just Sell Your Home

1. Proprietor's Absolute Title & Disposition Rights

- *Land Registration Act 2002, s.23(1)(a):*

"The owner's powers in relation to a registered estate consist of the power to make a disposition of any kind permitted by the general law and a power to charge the estate at law with payment of money." (Procure a 1st/2nd charge)

- *Without an RX1 restriction entered on the register, sales and leases can be made without lender consent.*

2. Charge = Security Interest ≠ Ownership

- *A charge creates a security interest in property, not any right of disposition. The lender/chargee obtains only a contractual claim secured against the property value, with no property rights whatsoever, the chargor retains legal title and all disposition rights.*

3. Lender's Limited Enforcement Rights

- LPA 1925 s.103: **Authority** to sell only **arises** after compliance with statutory notice requirements, there is **no automatic "power"**
- *National Westminster Bank v Skelton* [1993] 1 WLR 72 (Court of Appeal):
"A chargee must obtain a court order for possession unless the chargor voluntarily surrenders the property."

4. Right to Redeem = Dissolving the Charge

- *Kreglinger v New Patagonia* [1914]: Any term preventing redemption is void as a "clog." (Effect: Full repayment forces discharge, the charge cannot survive)

5. Occupier's Nuclear Rights

- *Williams & Glyn's Bank v Boland* [1981] AC 487 (House of Lords):
"Registered chargees are bound by overriding interests of occupiers."

Rectifying Fraudulent Registers: Beyond A Flawed Sch.4 (Land Registration Act 2002, Sch.4(2)(a))

The Void Transaction Doctrine: Core Logic Chain

(Why Registration is Powerless Against Counterfeit Deeds)

1. The Deed is Sovereign:

- *A transfer of land requires valid execution of a deed (s.52 LPA 1925).*
- *If the deed is void (no authority/forgery/theft), nothing transfers.*

2. No deed = no estate. No estate = nothing to register.

3. Registration is Evidentiary, Not Constitutive:

- *The Land Register records title; it does not create it (LRA 2002, s.58(1) is subject to exceptions).*
- *Void deeds leave no "title" to register, only a counterfeit facade*

The law is crystalline: Registration cannot baptize a counterfeit deed.

The register reflects the title but does not birth it. Where the deed is void, the registry's entry is just a ghost in the machine.

– Paul Anthony McGowan

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