

17 April 2015: Bellway Homes Ltd's conveyancing Solicitors Blake Morgan LLP send "Trinity" a certified copy of a Form TP1 signed only by employees of Bellway Homes companies. **Note that this disclosure does not comply with clause 7.4 of the Management Agreement dated 6 January 2014 (see page 15 hereto). Note that only buyers' signatures can evidence grant of rentcharges and agreements to pay freehold estate fees (see 22 January 2019). Note that buyers in unequal shares must be identified, together with their percentages of the whole, in box 11 of a [Form TP1](#). Note that HM Land Registry is not authorised or required to register a transfer to buyers in unequal shares ([registered Form TP1](#)) absent the signatures of all the parties.**

Trinity Vantage Point 23 Mark Road Hemel Hempstead Hertfordshire HP2 7DN	New Kings Court Tollgate Chandler's Ford Eastleigh Hampshire SO53 3LG DX 155850 Eastleigh 7 T: +44 (0) 23 8090 8090 F: 0844 620 3401 E: justine.parsons@blakemorgan.co.uk www.blakemorgan.co.uk
17 April 2015	Our Ref: CP5/JLP/dc/17FC Your Ref: DHA
Dear Sirs	
Plot 17 Foundry Court Wokingham	
We are pleased to confirm that completion of the sale of the above property took place on the 17 th April 2015.	
Please find enclosed a certified copy of the Transfer.	
Please also find enclosed our cheque in the sum of £73.08 representing the payment received on account of Variable Rentcharge for the period up to 31 st July 2015 in the sum of £72.08 and the Fixed Rentcharge of £1.00.	
We would be grateful if you would please acknowledge safe receipt.	
Yours faithfully	
	
Blake Morgan LLP	

17 April 2015: Moore Blatch LLP (vendor-recommended conveyancing Solicitors) write to vendor Bellway Homes Ltd's conveyancing Solicitors Blake Morgan **after having transferred £600,000 of others' money to Blake Morgan LLP on a mere "understanding" and without being in possession of a Transfer Form TP1 signed by the vendor or a Transfer Form TP1 signed by McGovern and Bellivier.**

Our Ref: PZBIAMC/46435/1/McGovern	MOORE BLATCH solicitors
Your Ref: CP5/JLP/mrw/17FC	11 The Avenue Southampton SO17 1XF T. 023 8071 8000 F. 023 8033 2205 DX 38507 Southampton 3 www.mooreblatch.com
17 April 2015	
Blake Morgan DX 155850 Eastleigh 7	dd. 023 8071 8099 df. 023 8071 8122 e. patricia.breen@mooreblatch.com

RECEIVED
21 APR 2015
BLAKE MORGAN

Dear Sirs

Our Client: Mr Mark Samuel McGovern and Ms Elodie Renee Monique Bellivier
Your Client: Bellway Homes Limited
Property: Plot 17 Foundry Court

We have today telegraphically transferred, to the credit of your client account the amount required to complete the purchase of the above property.

This was sent on the understanding that you would send to us today (and that you would not account to your client unless you could do so):-

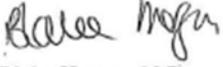
- The title documentation.
- Your undertaking to discharge any outstanding mortgages.
- Executed transfer.

We look forward to hearing from you.

Yours faithfully

Moore Blatch
Moore Blatch

17 April 2015: Blake Morgan LLP writes to HM Land Registry, having seen only a Form TP1 not completed at box 10 and signed only by employees of Bellway Homes Ltd. Note that [this Form TP1](#) was first disclosed to Moore Blatch LLP by Blake Morgan LLP after £600,000 had already been transferred to Blake Morgan LLP by Moore Blatch LLP **without Moore Blatch LLP having seen a Form TP1 signed by their own clients, McGovern and Bellivier.**

	Land Registrar Gloucester District Land Registry	New Kings Court Tollgate Chandler's Ford Eastleigh SO53 3LG DX 155850 Eastleigh 7 T: 023 8090 8090 F: 0844 620 3401 E: Justine.Parsons@blakemorgan.co.uk www.blakemorgan.co.uk
17 April 2015	Our ref: CP5/JLP/dc/17FC	
Dear Sir	Your ref:	
Title Number: BK459564 Property: Plot 17 Foundry Court, Wokingham Transfer: 17th April 2015 - Bellway Homes Limited to Mark Samuel McGovern and Elodie Renee Monique Bellivier		
As solicitors for Bellway Homes Limited we certify that the provisions of clause 12.5 of the Transfer dated 3 January 2014 referred to in the Property Register do not apply to this disposition.		
We also certify that the provisions of clause 2.1 of a Deed dated 3 January 2014 made between (1) William Alexander Palmer and David Charles Palmer and (2) Bellway Homes Limited do not apply to this disposition.		
Yours faithfully		
 Blake Morgan LLP		

16 May 2015: A Mortgage Provider, Santander, wrote as follows to Moore Blatch LLP (who had as yet made no application to HM Land Registry for any registration - or amendment to an existing register in respect of - Plot 17, Foundry Court):

MOORE BLATCH
DX 38507 SOUTHAMPTON 3

Santander
Santander House
101 Midsummer Boulevard
Milton Keynes
MK9 1AA

Tel: 01908 343914
Email: OC@santander.co.uk

Your Ref: JUJ/JUJ/46435/1/MCGOVERN
Our Ref : DCHS-PM-038-36755956
16th May 2015

Dear Sirs

Re: Account Number : 0915/862/036755956/BEL
Customer : MISS ERM BELLIVIER AND MR MS MCGOVERN
Property Address : 18 Columba Gardens
Wokingham
Berkshire
RG40 1GB

The registration for the above property has been outstanding since the completion of the mortgage. So we can complete the registration, please send the following documents to us:

- The Title Deeds or Title Information Documentation if our charge has been successfully registered.
- Proof that an application to apply our charge has been made to the Land Registry and is currently being processed.
- Copy of the current OS1 and further copies as they expire.

If no application has been made at this stage, please give us a detailed explanation of the reasons why this is the case and confirm when our charge will be registered.

If you do not reply within 14 days from the date of this letter we will be forced to reconsider your Santander panel appointment.

Yours faithfully

Deeds Services

In the circumstances of a sale and purchase by buyers in unequal shares, a transfer of title must be signed by or on behalf of all of the parties.

- **In the instant case, there was no transfer of title signed by McGovern and Bellivier.**

In the case of a covenant – such as a covenant by which transferees do expressly grant rentcharges to a person not being the transferor - all parties (grantor, grantee, transferor and transferee(s)) must sign.

BASIS OF FRAUD: HM Land Registry's executive instructs *the Registrar's officers* to disregard *the relevant legislation* and accept Forms signed by none or fewer of the parties/other necessary signatories - i.e. 'fewer' being the purported *assignor only* or the purported assignor and a party to some other part of the transaction; e.g. a covenant in respect of freehold estate fees [see page 85 hereto], written into the same instrument.