

# SCHEDULE 1

## Schedule of legal, procedural, tribunal and human-rights departures

*Protective law not applied, safeguards withheld, finality imposed*

### A. Purpose of this schedule

This schedule consolidates the former Schedule 1 and Schedule 4 into one schedule.

It identifies the protective legal rules, procedural safeguards, tribunal duties and human-rights protections that should have operated before Ms Lawrence, Mr Greene and affected occupiers were deprived of property, possession, participation, evidence and effective remedy.

The complaint is not merely that adverse orders were made. The complaint is that protective rules existed in law but were not applied in substance. Safeguards designed to test fraud, forgery, escrow release, delivery, receiver authority, ratification, failed consideration, unlawful eviction, beneficiary rights, occupation rights and human-rights consequences were bypassed. Untested premises were then treated as final determinations.

The Applicants' case is that this produced unequal protection: HNW obtained enforcement, possession, sale, registration benefit, costs and finality, while Black litigants and occupiers were denied trial, disclosure, protection and remedy.

### B. Core legal departures

No.	Protective rule / authority	What the law required	What happened	Legal consequence
1	CPR 55.8	If a possession defence appears substantial, the court should give directions for trial.	Fraud, forgery, escrow release, receiver authority, possession, TOLATA rights and unlawful eviction were treated as disposable at the gateway stage.	A trial gateway was converted into a disposal mechanism.
2	CPR 24.2 / summary judgment principles	Summary judgment should not be used where facts, credibility, fraud, disclosure or expert evidence are materially disputed.	Fraud and document authenticity were treated as capable of final paper disposal without disclosure, metadata, native files, cross-examination or trial.	Summary judgment became a substitute for adjudication.
3	Takhar v Gracefield	Fraud allegations require proper investigation; finality cannot safely rest on untested fraud.	The courts stated they were not persuaded there was fraud while refusing the process capable of proving or disproving fraud.	Fraud was closed without being tried.
4	Mercury Tax Group	A composite document created by transplanting signature pages onto different terms raises a fundamental validity issue.	The alleged transplant of signature pages from a £900,000 deed onto £1.6 million terms was not tried with disclosure, native files, metadata or expert evidence.	The core instrument-validity issue was bypassed.
5	Escrow / delivery / Beesly v Hallwood Estates	A deed held in escrow requires a lawful act of unconditional delivery for the specific terms relied upon. The court had to identify the act, authority, date, person and terms of release.	No specific act of release was identified for the materially different £1.6 million terms. The court treated "adoption" or delivery as sufficient without resolving the escrow mechanism.	Escrow release was assumed rather than proved.
6	Ratification: Thompson v Foy / Universe Tankships / Brook v Hook	Ratification requires full knowledge, free election, benefit, absence of duress and a ratifiable act. A void act cannot be ratified.	Ratification was found despite alleged rejection, blocked restitution, economic pressure, absence of benefit and the contention that the instrument was void or unauthorised.	Ratification was used as a cure for matters that required trial.
7	Consideration / failure of basis / failed consideration	Any alleged variation from the agreed £900,000 facility to the materially different £1.6 million structure required lawful consideration, real benefit and proof that the promised basis of the transaction was performed.	The courts treated "monies advanced" and alleged benefit as sufficient without trying whether Ms Lawrence received funds, whether the £300,000 development-funding inducement was performed, whether the £65,000 payment proved the £900,000 basis, whether restitution	Alleged benefit was used to support ratification and enforcement without determining whether there was consideration, failed consideration,

No.	Protective rule / authority	What the law required	What happened	Legal consequence
			was blocked by the £460,000 uplift, and whether the £1.6 million structure produced detriment rather than benefit.	failure of basis or no real benefit at all.
8	LPA 1925 ss.85, 101 and 109	Statutory mortgagee powers and LPA receiver powers depend on deed-based security.	The “contract cure” approach was used to avoid deed-formality problems while preserving deed-based enforcement consequences.	HNW received the benefit of both positions: contract when convenient, deed when enforcing.
9	Protection from Eviction Act 1977	Residential occupiers require statutory protection against eviction without court order and notice.	Alleged repeated evictions, board-ups, smashed windows, exclusion and distress were treated as irrelevant or insufficient harm.	Statutory occupation protection did not operate in practice.
10	TOLATA 1996 ss.12–15	A beneficiary’s occupation and beneficial-interest rights require proper consideration, including welfare of minors where applicable.	Mr Greene’s rights were treated as aligned with Ms Lawrence or lost through non-joinder.	Beneficiary rights were treated as derivative and disposable.
11	LRA 2002 Schedule 3 paragraph 2	Actual occupation may give rise to an overriding interest requiring consideration before enforcement or registration consequences.	Actual occupation and beneficiary protection were not properly adjudicated before enforcement and disposals proceeded.	Registration and enforcement moved ahead without resolving occupation rights.
12	Stack v Dowden / Jones v Kernott	Beneficial interests in property must be determined, not assumed away.	The beneficiary’s interest was affected without proper determination of his separate statutory and equitable position.	Property interests were practically extinguished without adjudication.
13	Porter v Magill	Apparent bias is judged objectively by whether a fair-minded observer would see a real possibility of bias.	A repeated pattern emerged: assumptions, indulgence and enforcement for HNW; disbelief, exclusion and finality against the Applicants.	The cumulative process gives rise to an apparent-bias concern.
14	Serafin v Malkiewicz	A court must not descend into the arena or reformulate the case in a way that affects fairness.	HNW’s pleaded case was reformulated; unsupported chronology was supplied or adopted; disputed premises were treated as settled.	The court’s role moved from adjudication into supplying missing bridges.
15	CPR 52.30 / Taylor v Lawrence / UCP v Nectrus	Where finality rests on compromised process, reopening exists to prevent real injustice in exceptional circumstances.	The same constitution whose reasons were challenged maintained the disputed position, and clear factual errors were left standing.	The corrective mechanism existed in form but was disabled in substance.

## B1. Protective authorities also unavailable in substance

The protective authorities against apparent bias, judicial overreach and compromised process have also failed to operate. Porter v Magill should have required objective scrutiny of a process in which every material assumption, indulgence and enforcement consequence favoured HNW. Serafin v Malkiewicz should have prevented the court from supplying missing factual machinery, reformulating HNW’s pleaded case, and treating disputed matters as resolved without trial. UCP Plc v Nectrus should have required a genuine CPR 52.30 integrity review once the Applicants identified factual premises that could not be reconciled with the record. Instead, those safeguards were neutralised. The unsupported escrow-delivery chronology remained in place; receiver authority remained untested; the deed/contract/LPA receiver contradiction remained unresolved; unlawful eviction evidence remained untried; and the Applicants were then threatened with a Civil Restraint Order for persisting in seeking correction. That sequence converts protective law into a one-way barrier: HNW retains the benefit of enforcement and finality, while the Applicants are threatened with exclusion from the court before the substance has ever been adjudicated.

## C. Safeguards stripped away

No.	Safeguard that should have operated	Why it mattered	What was withheld or neutralised	Resulting prejudice
1	Disclosure of execution documents	Needed to test which document was signed, when, by whom, and for what terms.	No full disclosure of the execution trail.	The Applicants were required to prove fraud without the documents needed to prove it.
2	Native files and metadata	Necessary to test alleged signature-page transplantation and document assembly.	Metadata and native files were not ordered or examined.	The decisive forensic route was closed.
3	Expert evidence before disposal	Required where document manipulation is alleged.	Expert evidence was not available before strike-out; later expert evidence was treated as coming too late.	The Applicants were punished for not having evidence they were not given a fair route to obtain.
4	Cross-examination	Needed to test contradictory statements, execution	Witnesses were not cross-examined.	Credibility was resolved without the

No.	Safeguard that should have operated	Why it mattered	What was withheld or neutralised	Resulting prejudice
		chronology, escrow release, payment flow and receiver conflict.		ordinary truth-testing mechanism.
5	Trial of fraud / forgery	Fraud cannot safely be finally determined on disputed paper.	Fraud was treated as rejected without trial.	Non-determination became determination.
6	Directions under CPR 55.8	A substantial possession defence should lead to directions, not disposal.	The gateway was used to close the case.	Possession and enforcement proceeded without trial safeguards.
7	Opportunity to meet substituted case	HNW's change or substitution of documents required time and procedural fairness.	No proper opportunity, adjournment or amendment route was afforded.	HNW's shifting case became accepted before it was answered.
8	Escrow-release proof	The court needed to identify the act, authority, date, person and terms of release.	Release was assumed through "adoption" or unsupported chronology.	The missing legal mechanism was supplied by inference.
9	Proof of delivery	Delivery of a deed is a legal act; it cannot be assumed from later enforcement.	No proper determination of whether the documents were unconditionally delivered for the £1.6 million terms.	Enforcement proceeded as if delivery had been proved.
10	Proof of consideration and commercial benefit	The court could not safely rely on ratification, benefit or "monies advanced" without testing whether the alleged £1.6 million bargain had consideration, whether the promised development funding was performed, and whether Ms Lawrence received any real benefit.	No trial determination of payment flow, failed development funding, blocked restitution, £65,000 payment, £460,000 uplift, or whether the alleged £1.6 million structure was unsupported by consideration or failed in its basis.	The court treated detriment and survival conduct as benefit, then used that assumed benefit to support ratification and enforcement.
11	Receiver-authority proof	Receiver powers depended on a valid deed, valid charge and lawful appointment.	Receiver authority was assumed, including in the face of alleged conflict.	Enforcement was treated as lawful without proving the statutory foundation.
12	Occupation and eviction safeguards	Occupiers require protection from unlawful exclusion and self-help.	Alleged forced entry, smashed windows, board-ups and exclusion were minimised.	Continuing harm was treated as legally invisible.
13	Spoliation / preservation of evidence	Destroyed or inaccessible defence materials should trigger scrutiny and preservation orders.	Destruction or loss of evidence was not treated as materially affecting fairness.	The Applicants were prejudiced by loss of material caused during disputed enforcement.
14	Transcript access	Transcripts are required to prove how CPR 55.8 and other safeguards were handled.	Transcripts of key hearings were not produced despite repeated requests.	The record needed to prove process failure was unavailable.
15	Independent review of process-integrity complaint	A challenge to a constitution's own reasons should not be determined by that same reasoning being defended.	The same disputed position was maintained.	The remedy route appeared circular.
16	Protection from restraint powers being misused	A Civil Restraint Order must not convert untried substance into exclusion.	Threat of restraint followed "totally without merit" labelling despite untried issues.	Virtual exclusion risks becoming actual exclusion.
17	Protection against apparent bias, descent into the arena and unsafe process finality	Porter v Magill, Serafin v Malkiewicz and UCP Plc v Nectrus exist to prevent apparent bias, judicial overreach and appellate finality based on compromised process.	The same disputed premises were maintained; unsupported chronology remained; receiver authority was not tested; and a Civil Restraint Order was threatened against continued attempts to obtain correction.	Protective authorities became unavailable in practice, while HNW retained enforcement and the Applicants faced exclusion before substance was tried.

## D. Human-rights departures

No.	Human-rights protection	What it required	Departure alleged	Practical effect
1	Article 6 ECHR — fair hearing	A fair and public determination by an independent tribunal with proper opportunity to present the case.	Fraud, forgery, escrow, receiver authority, consideration, ratification and eviction issues were disposed of without trial safeguards.	The Applicants were denied an effective route to have core civil rights determined.
2	Article 6 — equality of arms	Each side must have a reasonable opportunity to present its case without substantial disadvantage.	HNW had representation, amendment/substitution benefit and enforcement momentum; the Applicants were denied disclosure, expert evidence and cross-examination.	The process became structurally unequal.
3	Article 6 — access to court	Access must be practical and effective, not theoretical.	CPR 52.30 and other corrective routes existed in form but did not operate in substance.	The Applicants were left with procedural doors but no effective remedy.
4	Article 6 — reasoned determination	The court must engage with decisive issues and explain the legal basis for determining them.	No lawful escrow-release act, no proper deed/contract enforcement analysis, no consideration analysis, and no trial-quality fraud finding were identified.	Assumption replaced adjudication.

No.	Human-rights protection	What it required	Departure alleged	Practical effect
5	Article 6 and A1P1 — proof of lawful basis for property deprivation	Before property deprivation or enforcement was justified by alleged benefit, ratification or monies advanced, the court had to determine the legal and factual basis of the transaction, including consideration, payment flow, failed promised funding and whether the alleged bargain failed in substance.	The courts treated benefit as established without trying whether Ms Lawrence received funds, whether promised development funding was provided, or whether the alleged £1.6 million structure rested on a failed basis.	Property rights were interfered with on assumed benefit rather than determined benefit.
6	Article 8 ECHR — home, private and family life	Interference with home and family life requires legality, necessity and proportionality.	Alleged evictions, exclusion, smashed windows, board-ups and distress to family/occupiers were minimised.	Home and family-life harm was treated as peripheral.
7	A1P1 — peaceful enjoyment of possessions	Deprivation or control of property must be lawful, proportionate and subject to safeguards.	Properties were sold and enforcement proceeded on disputed instruments and untried premises.	Property rights were lost without the safeguards required for lawful deprivation.
8	Article 14 with Article 6 / Article 8 / A1P1	Convention rights must be secured without discrimination.	The practical pattern was unequal: corporate enforcement was protected; Black litigants' fraud, home and property protections were not.	The process created a racialised disparity in legal protection.
9	HRA 1998 s.6	Public authorities, including courts and tribunals, must act compatibly with Convention rights.	Courts and tribunals treated finality, paper disposal and procedural closure as sufficient despite untested rights-interfering premises.	Rights were formally available but substantively bypassed.
10	HRA 1998 s.7	A victim of an unlawful rights interference must have a route to rely on Convention rights.	Effective correction was unavailable where the same premises were repeated and restraint was threatened.	Rights assertion was treated as repetition rather than remedy-seeking.
11	Equality Act 2010 s.149 / public-sector equality duty	Public authorities must have due regard to equality impacts and the need to eliminate discrimination.	No meaningful equality-impact analysis appears where Black litigants and occupiers faced property loss, eviction and denial of protection.	The racialised effect of process failure was not confronted.
12	Tribunal-layer Article 6 / A1P1 / Article 8 / Article 14	The tribunal process had to provide an effective determination of document authenticity, escrow release, occupation rights, beneficiary rights and registration consequences before property rights were affected.	The First-tier Tribunal process failed to correct the underlying fraud, escrow, occupation, beneficiary and registration issues before downstream property consequences advanced.	The tribunal layer became part of the same denial of effective remedy.

## E. Pattern of unequal protection

Area	HNW / represented corporate claimant	Ms Lawrence, Mr Greene and affected Black occupiers	Inference
Pleaded case	Reformed or softened by judicial treatment.	Treated as insubstantial, confusing or finally answered.	Unequal forensic treatment.
Documents	Substitution and inconsistent document use treated as mistake or non-prejudicial.	Alleged fraud and signature transplantation not tested.	One side received correction; the other received closure.
Evidence	HNW's narrative accepted despite contradictions.	Applicants denied disclosure, metadata, native files and cross-examination.	Proof burden imposed while proof route was withheld.
Fraud	"No fraud" conclusion reached without trial.	Fraud allegations extinguished before safeguards were applied.	Non-determination hardened into determination.
Escrow	Release/adoption assumed.	No release act proved for materially different terms.	Missing legal machinery supplied in favour of enforcement.
Delivery	Treated as effective or inferable.	No act of unconditional delivery proved for the relevant terms.	Legal delivery was assumed from enforcement outcome.
Consideration / benefit	"Monies advanced" and benefit treated as sufficient.	No trial of whether Ms Lawrence received funds, whether promised development funding was provided, or whether the alleged £1.6 million basis failed.	Detriment was recast as benefit.
Ratification	Treated as curing defects.	Rejection, duress, lack of benefit and restitution obstruction not tried.	Survival conduct treated as free election.
Receiver	Authority and "wide powers" accepted.	Receiver conflict, PEA breaches and spoliation not tried.	Enforcement was insulated from scrutiny.
Occupation	HNW's enforcement interests recognised.	Black occupiers' exclusion, smashed windows and distress minimised.	Protection operated asymmetrically.
Beneficiary rights	Enforcement proceeded against trust property.	TOLATA and occupation rights treated as aligned, late or lost.	Statutory beneficiary protection did not operate.
Tribunal process	Prior court outcomes and HNW's document position were treated as sufficiently reliable to support downstream consequences.	Fraud, escrow, occupation, beneficiary and registration objections were not tried with the safeguards needed to determine them.	The tribunal process repeated, rather than corrected, the unequal protection

Area	HNW / represented corporate claimant	Ms Lawrence, Mr Greene and affected Black occupiers	Inference
Remedy	Finality and costs used for HNW's benefit.	CPR 52.30, joinder and correction routes disabled in substance.	pattern. Corrective mechanisms worked one way.
Restraint	HNW benefited from repeated reliance on orders.	LJ Andrews threatened Civil Restraint Order against continued challenge.	Virtual exclusion risks becoming actual exclusion.

## F. Human-rights impact by issue

Issue	Article 6 impact	Article 8 impact	A1P1 impact	Article 14 / equality impact
Fraud/forgery not tried	No fair determination of civil rights.	Indirect effect where home loss follows untested instrument.	Property deprivation based on untested validity.	Black litigants' fraud case denied ordinary safeguards.
No disclosure / metadata / native files	Equality of arms denied.	Defence to home loss weakened.	Possession/property defence impaired.	Corporate claimant retained evidential advantage.
Escrow release assumed	Determination based on untested premise.	Enforcement against homes follows assumed legality.	Security/enforcement allowed without proved release.	Missing bridge supplied in favour of HNW.
Delivery assumed	Deed delivery treated as effective without trial.	Enforcement against homes follows assumed legality.	Property rights affected by unproved delivery.	Black litigants' delivery objection not tested.
Consideration / failed basis not tried	Civil rights determined without deciding the legal basis of alleged benefit.	Home and family security affected by untested commercial assumptions.	Property deprivation justified by assumed benefit.	Black borrower's detriment treated as benefit.
Ratification assumed	Disputed consent resolved without trial.	Forced continuation treated as free choice affecting family security.	Property loss justified by alleged consent.	Black borrower's rejection treated as legally ineffective.
Receiver powers assumed	No fair testing of authority.	Evictions and exclusion treated as consequences of assumed authority.	Sales and possession flow from untested authority.	Protection withheld from Black occupiers.
PEA 1977 not applied	Counterclaim and legality not tried.	Direct interference with home and family life.	Loss/damage to possessions and occupation.	Statutory protection failed in practice for Black occupiers.
TOLATA not applied	Beneficiary not heard on his rights.	Occupation and family home not protected.	Beneficial interest lost without determination.	Black beneficiary treated as procedurally disposable.
First-tier Tribunal failures	Tribunal process did not provide effective adjudication of document authenticity, escrow, occupation and registration issues.	Home and occupation consequences were allowed to continue without full rights analysis.	Registration/property consequences advanced before legality was tried.	Tribunal layer transmitted the same unequal protection pattern.
Missing transcripts	Process challenge impaired.	Proof of eviction/possession handling weakened.	Property appeal record incomplete.	Accountability route weakened where Black litigants allege unequal treatment.
Threatened Civil Restraint Order	Access to court curtailed before substance tried.	Future protection applications chilled.	Property-right correction route blocked.	Exclusion risk falls on Black litigants seeking protection.

## G. First-tier Tribunal and tribunal-system departures

No.	Tribunal failure	Protective rule / safeguard engaged	What happened	Why it matters
1	Failure to test document authenticity	Article 6; Takhar; Mercury; procedural fairness	The First-tier Tribunal was presented with material concerning the disputed deed, execution chronology and document authenticity, but the underlying fraud/composite-document issue was not tried with disclosure, metadata, native files or cross-examination.	The tribunal process repeated the same core failure: documentary fraud was treated as procedurally manageable without the safeguards needed to test it.
2	Acceptance or non-testing of impossible chronology	Article 6; duty to engage with decisive evidence	Fiona Bee's statement that the deed was "properly signed and attested" on 28 November 2018 was not subjected to proper forensic testing, despite the Applicants' case that the operative £1.6 million document was created later.	A chronology that should have triggered scrutiny was allowed to remain in the system as if it were reliable.
3	Failure to require disclosure	Equality of arms; Article 6	The tribunal process did not secure the native documents, metadata, execution files, solicitor transmission trail or escrow-release evidence required to resolve the authenticity dispute.	The Applicants were left to confront conclusions drawn from documents without access to the material needed to prove manipulation or non-delivery.
4	Failure to confront escrow delivery	Beesly; Mercury; Article 6	The tribunal did not identify the act, date, authority, person or condition by which	The same missing bridge was left unresolved:

No.	Tribunal failure	Protective rule / safeguard engaged	What happened	Why it matters
			escrowed documents were lawfully released for materially different £1.6 million terms.	how documents held for one transaction became enforceable for another.
5	Failure to examine consideration and commercial basis	Article 6; A1P1; consideration/failure of basis principles	The tribunal did not determine whether the alleged £1.6 million arrangement was supported by real consideration, whether promised development funding was provided, or whether the commercial basis of the alleged variation failed.	A disputed property-deprivation structure was allowed to operate without deciding whether the bargain had legal or commercial substance.
6	Treating untried matters as background or settled	Article 6; A1P1	Validity, execution, delivery, fraud and registration consequences were allowed to proceed as though prior court outcomes had determined them, when the Applicants say the issues had never been tried.	This helped convert non-determination into determination across forums.
7	Failure to engage with occupation and beneficiary rights	TOLATA; LRA 2002 Sch 3 para 2; Article 8; A1P1	The tribunal process did not properly determine the beneficiary/occupation consequences before registration and enforcement consequences were treated as effective.	Mr Greene's occupation and beneficial-interest rights were practically affected without a proper statutory determination.
8	Failure to treat the tribunal as part of the remedy gap	Article 6; Article 14	The tribunal did not provide an effective corrective route for the fraud, escrow, occupation and registration issues; instead, it formed part of the chain by which those issues became treated as closed.	This supports the wider case that the justice system offered procedural movement but no effective protection.

The First-tier Tribunal failures matter because they show that the problem did not begin and end with one judge. The same structure repeated in the tribunal system: decisive document-authenticity issues were not tested; escrow release was not proved; consideration and benefit were not determined; occupation and beneficial-interest consequences were not properly adjudicated; and untried matters were allowed to harden into practical finality. That makes the case stronger because it shows a system-wide remedy failure rather than an isolated judicial error.

## H. Key unanswered questions

No.	Question requiring answer
1	Where is the trial determination of fraud, forgery, composite document creation, escrow release, delivery, consideration, ratification and receiver authority?
2	Where is the order compelling disclosure of native files, metadata and execution documents before fraud was rejected?
3	What was the specific act, date, authority, person and legal mechanism by which escrow was released for the materially different £1.6 million terms?
4	What act constituted unconditional delivery of the relevant documents for the £1.6 million terms?
5	How could ratification be found without determining full knowledge, free election, absence of duress, actual benefit and the effect of contemporaneous rejection?
6	What consideration or real benefit supported the alleged £1.6 million variation, where Ms Lawrence says she received no funds, paid £65,000 out, did not receive the promised £300,000 development funding, and was blocked from restitution by the £460,000 uplift?
7	Was the alleged £1.6 million bargain affected by failure of basis or failed consideration, and if not, where was that issue tried and determined?
8	How could statutory receiver powers survive if the court relied on a contract cure to avoid deed-formality defects?
9	Where were the PEA 1977 requirements for court order and notice applied to the alleged evictions?
10	Where were Mr Greene's TOLATA rights, overriding interest and personal eviction claims determined?
11	Where was the welfare of minor children considered before occupation and home loss were treated as irrelevant?
12	Why were missing transcripts not treated as a serious accountability failure where the issue was whether trial safeguards had been bypassed?
13	Where did the First-tier Tribunal determine the authenticity, escrow, delivery, consideration, occupation and registration issues with proper safeguards?
14	How can a Civil Restraint Order be threatened where the applications challenge untried substance, disputed chronology and alleged process-integrity failure?
15	How can property rights be protected if judicially or tribunal-supplied premises, not proved facts, become the basis for enforcement and finality?
16	What domestic remedy remains if the ordinary safeguards, tribunal route, appeal route, CPR 52.30 mechanism, joinder route and protective relief are all refused or neutralised?
17	Where did the court apply <i>Porter v Magill</i> , <i>Serafin v Malkiewicz</i> and <i>UCP Plc v Nectrus</i> to the alleged one-way treatment, supplied chronology, reformulated pleaded case, untested receiver authority and compromised CPR 52.30 process?

## I. Conclusion

This Schedule shows that the legal departures and the stripped safeguards are not separate complaints. They are the same failure viewed from different angles. The law contained protections. The process made those protections unavailable.

The legal departures show **which protective rules were not applied**. The safeguard departures show **how the Applicants were prevented from proving the very matters those rules exist to test**. The tribunal departures show **how the same failure moved across forums instead of being corrected**. The human-rights departures show **why this is constitutional, not merely procedural**.

The pattern is stark. Fraud was not tried. Forgery was not tested. Native files and metadata were not disclosed. Escrow release was not proved. Delivery was supplied or assumed without a lawful act of release being identified. Consideration, failed consideration, failure of basis and alleged benefit were not determined. Ratification was found without a trial of knowledge, free election, duress or actual benefit. Receiver authority was not tested. TOLATA rights were not determined. PEA 1977 protection did not operate. First-tier Tribunal processes did not correct the defect. Article 6 safeguards were withheld. Article 8 and A1P1 consequences were treated as secondary. Article 14 concerns were not confronted. Finality was then imposed on the untried premises.

This is not ordinary adverse adjudication. It is not merely a series of unfortunate procedural decisions. It is a systematic failure of legal protection. Rules that should have protected the Applicants operated only on paper. In practice, they did not protect them from property loss, exclusion, unlawful eviction, evidential disadvantage, unsupported chronology, untested receiver action, or threatened restraint.

The effect is institutional. Across courts and tribunals, the same structure repeated: HNW received assumption, correction, procedural indulgence, enforcement and finality; the Applicants received disbelief, proof-prevention, exclusion, property deprivation and threatened civil restraint. That is not equality before the law. It is a one-way process in which the protective side of the law was unavailable to the Black litigants and occupiers when they needed it most.

Nor can this be described as neutral adjudication. Neutral adjudication decides the case the parties bring, on evidence tested by lawful procedure. It does not supply missing chronology, reformulate a party's pleaded case, assume escrow release, infer delivery, bypass failed consideration, preserve receiver authority without testing it, and then close the case as though those judicially supplied fixes had been proved. Where a court fills the gaps in one party's case and then uses those filled gaps to impose finality, the process is no longer neutral. It is not fair. It is not adjudication according to law.

A legal system cannot command obedience by offering safeguards in form while withholding them in substance. If fraud is not tried, documents are not tested, eviction protections are not applied, beneficial rights are not determined, receiver authority is assumed, and correction is met with threatened restraint, then the result is not adjudication. It is a manufactured endpoint.

Objectively viewed, this process is inconsistent with equal protection, public confidence, human rights, property rights and adjudication according to law. The central issue is simple: the protections of the law were available to read, but not available to the Applicants.