



**PROPERTY CHAMBER  
FIRST-TIER TRIBUNAL  
LAND REGISTRATION DIVISION**

**IN THE MATTER OF A REFERENCE FROM HM LAND REGISTRY**

**LAND REGISTRATION ACT 2002**

**REF No 2015/0423**

**BETWEEN**

**CLAUDETTE BOGLE**

**Applicant**

**and**

**(1) LEONARD SYLVESTER BOGLE  
(2) SHARON EUNICE LEWIS**

**Respondent**

**Property Address: 100 Catford Hill, Catford, SE6 4PU  
Title number: LN237023**

**Before: Judge McAllister  
Alfred Place, London  
22 July 2016**

**Representation:** Henry Davies of Counsel instructed by Soji Docherty appeared for the Applicant; the Respondent appeared in person.

**DECISION**

## **Introduction**

1. The First Respondent, Mr Bogle, is one of the two registered owner of a property at 100 Catford Hill, Carford ('the Property'). The Second Respondent, Ms Lewis, is his partner. The Applicant, Ms Bogle, is his former wife. By an application dated 22 December 2014 Ms Bogle applied to a enter a restriction against the title to the Property, preventing any disposition of the estate without prior notification to her (a Form RX1 restriction).
2. The relevant provisions relating to restrictions on title are set out in sections 40 to 47 of the Land Registration Act 2002. By section 42(1) the Registrar (and in the event of a dispute, the Tribunal) may enter a restriction if, amongst other things, it appears to him necessary or desirable for him to do so for the purpose of 'protecting a right or claim in relation to a registered estate or charge'.
3. The basis of her application is that she made various loan advances totalling £175,000 to Mr Bogle to renovate and repair the Property. The money was to repaid on sale. Mr Bogle's solicitors objected to the application on the grounds that no monies were advanced and in any event pointing out that the application was misguided: Ms Bogle had not obtained an interim or final charging order in respect of the sums allegedly provided by way of a loan.
4. The matter was referred to the Tribunal on 23 June 2015. As a registered co-owner it was appropriate that Ms Lewis be joined to the proceedings, and I did so on the day of the hearing.
5. For the reasons set out below I will order the Chief Land Registrar to cancel the application. In order to decide whether or not Ms Bogle is entitled to enter a restriction it is of course necessary to establish the basis on which, on her case, money was advance to Mr Bogle. Money advanced purely as a loan does not give rise to any proprietary interest, and therefore cannot be protected by a restriction on the title. A loan, per se, is not a right or claim in relation to a registered estate.

6. It was clear throughout the hearing that Ms Bogle was not making any proprietary claim to the Property but was making a monetary claim only. Although Mr Davis attempted to argue otherwise, it is not Ms Bogle's claim that she has any share in the beneficial interest in the Property: her claim is that she lent a specified sum of money in the expectation, on her evidence, that she would be repaid with an added element of interest on the sale of the Property. If judgment is obtained in the County Court for the sum claimed, Ms Bogle would be entitled to a charging order. This order can then be registered against the title.
  
7. I am satisfied that a loan was made. It is not necessary for me to find as a fact how much was lent for the purpose of this decision. It may well be that the evidence on this is in any event incomplete. There is no handwriting evidence, for instance, on the 'IOU' allegedly signed by Mr Bogle on 11 September 2009. I set out below the evidence which I heard and on which I am satisfied that a loan was made.

### **Background and evidence**

8. Ms Bogle and Mr Bogle were married on 16 March 1970. Their marriage was dissolved on 18 January 1993. Before their divorce, they lived at 5 Darfield Road, Brockley. This was a house with two flats, owned by them. The first flat was sold in May 1993 for £42,000. Ms Bogle received £18,000 from the proceeds of sale. The ground floor flat was also sold. Mr Bogle's evidence is that this too was sold for £42,000, although there is no documentary evidence of this. It is his evidence, as I understand it, that he retained the proceeds of sale.
  
9. Ms Bogle moved to a property at 13 Northwood Road, Forest Hill, which she sold for some £170,000 in or about 2007. The Property was bought by Mr Bogle and, I believe Ms Lewis, in January 1997. Mr Bogle believes he paid £70,000. Her evidence is that she moved into the Property with Mr Bogle and his new partner for some 6 months, before moving to her present address at 75 Castletown Road, Eltham in September 2009. Mr Bogle denies that Ms Bogle ever lived at the Property. I have seen copies of her bank statement with the Halifax for the period January 2005 to December 2011, and of her bank statement with Barclays for the period March to May 2008. It is a notable feature of both these accounts that the address on the statements is the

Property. Ms Bogle's evidence is that she did not bother changing the address, even after she left the Property. .

10. The Barclays statement shows that on 9 May 2008 the sum of £118,893.79 was paid into that account from a Barclay Investment Account. This was the net proceeds of sale of the Northwood Road property. On 12 May 2008, £78,000 was transferred into the Halifax account. On the same day, £1,000 was withdrawn in cash, and £30,000 paid by bankers draft to Mr Bogle. Mr Bogle accepts that he received £30,000 but stated that this money was money he had lent to, or been taken by, Ms Bogle and their son Paul.
11. There were a number of cash withdrawals from the Halifax account between January 2008 and April 2009. Of these, Ms Bogle's evidence is that a total of £38,600 was paid to Mr Bogle. Taken with the £30,000 bank transfer, this comes to a total of £68,600. There is no other documentary evidence relating to the further £104,400 Ms Bogle claims to have lent Mr Bogle, other than the IOU dated 11 September 2009.
12. Ms Bogle's evidence is that Mr Bogle asked her for a loan to carry out various works to the Property, including a loft conversion. It is also her evidence that she was involved in various ways in the renovation works, by carrying bricks, mixing cement, carrying sand and working on the floors. Ms Lewis was there at the time. Ms Bogle kept receipts and further proof of the money she lent Mr Bogle in a bag, which went missing.
13. Following the completion of the works, on Ms Bogle's case, she was repeatedly told that she would be repaid a total of £200,000 when the Property was sold. Time passed and no sale took place. In order to protect her position, on her evidence, Mr Bogle agreed to sign a short document. Ms Bogle wrote it. The document says: ' I write to confirm that I owe £173,00 in total to Claudette Bogle (ex-wife) which she lent me to renovate 100 Catford Hill London SE6'. It is apparently signed by both, and dated 11 September 2009. Mr Bogle denied signing this document, or ever seeing it before these proceedings.

14. In 2014, according to Ms Bogle, Mr Bogle began to deny that he had ever received any money from her to renovate the Property.
15. Mr Bogle's evidence is that is that he moved into the Property with Ms Lewis. Ms Bogle never lived with them. He also denied that any money was provided by Ms Bogle for the renovation works. His case is that he paid for this entirely out of his own monies, and in particular from the proceeds of sale of the flats at 5 Darfield Road, some money which he received from a life insurance policy (£13,856.33) and some further monies (£42,900 odd) which he received as a result of court proceedings against a customer. Mr Bogle owned, it seems, a building firm. In evidence he stated that he also had some help from Ms Lewis's family. As stated above, he denied that he signed the IOU.
16. The renovation work on the Property, he said, was finished by 2009. The works consisted, amongst other things, of a new roof, new bathroom and kitchen, plastering, painting and decorating, the erection of a conservatory, and a loft extension.
17. I also heard from Paul Bogle. His evidence is that he was aware of the fact that his mother gave money in cash to his father, and was told by her that this was a loan to help him renovate the Property, which would be repaid when the Property was sold. He was not able to say how much money was lent. He denied ever having taken money from his father. Attempts have been made recently to reach a negotiated settlement with his father, but to no avail.

### **Conclusion**

18. As stated above, in order to determine whether Ms Bogle is entitled to a restriction on the title of the Property, I heard evidence as to the nature of the payments she claims to have made. I am satisfied, having heard the evidence, that a loan was made, but that no proprietary interest in the Property arises. I do not need to make any findings, nor do I make any findings as to the amount lent by Ms Bogle. If the parties are not able to reach a negotiated settlement on this, further proceedings may be necessary.

19. In all the circumstances, it seems to me that the appropriate order as to costs is no order, but if either party wishes to submit otherwise they are to do so within 14 days of receipt of this decision.

**BY ORDER OF THE TRIBUNAL**

**Dated this 8<sup>th</sup> day of August 2016**