

SILENCE IS ACQUIESCENCE, AGREEMENT AND DISHONOUR**Equity will not allow a statute to be used as a cloak for fraud**

QUI JURE SUO UTITUR, NEMINI FACIT INJURIAM. He who uses his legal rights harms no one. *Black's Law Dictionary 4th Edition*

On this 7th day of February 2017,

I, Marc Anton Paul Horn, *Sui juris, juris et de jure* within my authority and jurisdiction *Jure Divino, nunc pro tunc*, hereby give the Respondents listed below notice.

The enclosed notarised statements of fact:

Statement of Facts - Macrocosm - Natural Authority, Rights and Law, Pages 1 to 5 of 5; and Statement of Fact - Microcosm - Austin Hall, Unit 609 - Breaches of Trust, Pages 1 to 4 of 4, form part of this notice.

Hereinafter: Claimant,

1. I have exhausted all reasonable means to settle this matter privately with Michael Gubbay and reluctantly continue this formal remedy procedure.
2. It is not my intention to harass, intimidate, offend, conspire, blackmail, coerce, or cause anxiety, alarm or distress.
3. This notice is presented with honourable and peaceful intentions.
4. All are innocent until proven guilty.
5. This notice is expressly for your benefit to provide you with due process and a good faith opportunity to state a verified rebuttal of my claim in order to reach an equitable resolution to the harm caused in regards your failure to perform your fiduciary duties as trustees and thereby, causing me harm by denying me my right to enjoy the benefits of my grant.

The Claimants Authority in this matter.

QUI NON IMPROBAT, APPROBAT. He who does not blame, approves.

Black's Law Dictionary 4th Edition.

1. The Claimant has authority as derived and established in the enclosed " Statement of Facts - Macrocosm - Natural Authority, Rights and Law".
2. The Claimant entered an Agreement of Sale defining the duties and responsibilities with the Respondents on the 23 June 2014 as the Grantor and Beneficiary of the trust, with the Respondents as the Trustee, thereby establishing the Three Certainty Principles of Trusts (*Knight v Knight* (1840) 49 ER 58)

(1) **Certainty of intention:** The Agreement for Sale dated 24 June 2014.

(2) **Certainty of subject matter:** Within the Agreement for Sale; Contract Particulars including Schedules 1 The Lease, Schedule 2 The Management Agreement, Schedule 3 The Sellers Legal Charge, Schedule 4 The Works, Schedule 5 The Secured Deposit Deed, Schedule VAT From 70B

(3) **Certainty of objects:** Within the Agreement for Sale; Contract Particulars including Schedules 1 The Lease, Schedule 2: The Management Agreement, Schedule 3 The Sellers Legal Charge, Schedule 4 The Works, Schedule 5 The Secured Deposit Deed, Schedule 6 VAT From 70B

I hereby issue this notice to:

Notice to agent is Notice to principal, Notice to principal is Notice to agent.

1. It is your personal responsibility to notify all humans within the persons you are agents of as this may affect these fellow humans either directly or indirectly.
2. Not doing so could put you, as Trustees of this notice into breach of trust, and expose you to further liability should principals or agents within the persons you are an agent of to be harmed and you thereby are knowingly causing harm.

A man's word is his bond - A Trust Agreement!

BONDSMAN. A surety; one who has entered into a bond as surety. Trustee

Black's Law Dictionary 4th Edition.

Whoever creates the liability must create the remedy

1. **Mr. Carl William Mills**, as agent of "the Seller": **Pinnacle Student Developments (Leeds) Limited** - Company Number 08513651 (**hereinafter PSDL**), acting as Director, and as the man; and,
as agent of **MVG HOLDINGS LIMITED** - Company number 10394374 (**hereinafter MVG**), acting as Director, and as the man; and,
as agent of **MASON & VAUGHAN GROUP LTD** - Company number 08155816 (**hereinafter MVGL**) acting as Director, and as the man; and
All share holders and other persons financing this Respondent due to their failure to follow their fiduciary duty to ensure no harm is caused resulting from their investments.
2. **Mr. Allan Freeman**, as agent of **PSDL**, acting as unnamed title , and as the man;
3. **Mr. Tony Freeman**, as agent of **PSDL**, acting as unnamed title , and as the man;
4. **Mr. Andrew Dixon**, as agent of **MVGL**, acting as Director, and as the man; and
All share holders and other persons financing this Respondent due to their failure to follow their fiduciary duty to ensure no harm is caused resulting from their investments.
5. **Mr. David Roberts**, as agent of "the Company": **Pinnacle Student Buyers (Leeds) Limited** - Company Number 0892484 (**hereinafter PSBL**), acting as Director, and as the man; and
as agent of **Wirral Solicitors Ltd** -Company number 07900448, acting as Director, and as the man; and
All share holders and other persons financing this Respondent due to their failure to follow their fiduciary duty to ensure no harm is caused resulting from their investments.
6. **Mr. Michael Patterson**, as agent of "the Management Company" **HOLLINBERRY ESTATES LIMITED** - Company number 08156463_ (previously Harper Brooks (UK) Limited, the named party in my Agreement of Sale until 17 December 2015) (**hereinafter HB**) acting as Director; and
as agent of the controlling shareholder of Hollingberry Estates Limited, **Bloom Property Services Limited** - Company number 10691480, acting as Director and the controlling shareholder, and as the man being a trustee of HB acting with full knowledge of the 5 years commitment after PSDL and myself completed the lease title.
All share holders and other persons financing this Respondent due to their failure to follow their fiduciary duty to ensure no harm is caused resulting from their investments.
7. **Mr. David Choules**, as "the Supervisor", agent of **URBAN STUDENT LIFE LIMITED** - Company number 07132365 (**hereinafter USL**), acting as Director, and as the man, and
All share holders and other persons financing this Respondent due to their failure to follow their fiduciary duty to ensure no harm is caused resulting from their investments.
8. **Mr. Andrew John Buchanan**, agent of **USL**, acting as Director, and as the man.
9. **Mr. Declan Lowey**, as agent of **USL**, acting as Director, and as the man.
10. **Mr. Nick Tellwright**, as agent of **USL**, acting as Director, and as the man.
11. **Mr. Michael Gubbay**, as agent of freehold title **Tuscola (105) Limited (hereinafter TL)**, acting as "authorised representative", and charge beneficiary from PSDL, and as the man; and
All share holders and other persons financing this Respondent due to their failure to follow their fiduciary duty to ensure no harm is caused resulting from their investments.
12. **Mr. Simon Joseph Gubbay**, as agent of freehold title **Grangeford Asset Management Limited** - Company number 07355610 (**hereinafter GAM**), acting as Director, and as the man.
All share holders and other persons financing this Respondent due to their failure to follow their fiduciary duty to ensure no harm is caused resulting from their investments.
13. **Sol Levi**, as agent of freehold title **GAM**, acting as unnamed title, and as the man.

Hereinafter: "Respondent # " or "Respondents #, #, etc." with the # referring the Respondent number to whom this notice is issued listed Respondent 1 to Respondent 13 above.

YOUR LIABILITY IN THIS MATTER.

Your failure to perform your fiduciary duties as trustees of my Agreement of Sale as detailed in the enclosed "Statement of Facts - Microcosm - Trustees Breaches of Trust" and as the humans as detailed in the enclosed " Statement of Facts - Macrocosm - Natural Authority, Rights and Law".

FULL DISCLOSURE - Terms and Conditions

1. NOTICE LANGUAGE.

Unless defined herein, English as understood by a human who speaks reasonable English at UK school completion level.

2. GOVERNING LAW.

1. All parties entered the Agreement for Sale by their freewill right to interact with other living humans, *Jure Divino*,
2. *This established the* sub-jurisdictions with authority and responsibility as laid out within The Agreement for Sale dated 24 June 2014.
3. *Jure Divino* take precedence in conflicts of interpretation within the Agreement for Sale and any Acts (Statute Law).

3. ERRORS AND OMISSIONS.

Any errors and omissions, and statements of fact, including but not limited to spellings and grammar, are by honest mistake oft based on my best understanding. Please include a list if any are found with your response within the requested method of response and timeframe detailed next in 4.

4. YOUR REMEDY TO MY CLAIM IS TO ESTABLISH THE FACTS - Methods of Response.

Failure to respond by attested affidavits is by default deemed failure to respond.

1. Responses are required, referenced point by point using the provided numbers in this Notice within 7 days commencing on the Certificate of Posting Guaranteed Next Day Delivery as follows;

2. You must post your responses in the comments section under the appropriate page referenced point by point heading your response as follows - Respondent #, Page number, point reference number in the top line followed by your response, navigation links are found on this page by using [this link. \(As I am trying to settle my claim in privately with the named Respondents the password for access 123\).](#) Should this matter not be settled and I am forced to seek redress publically then the password will be removed.

3. **ADDITIONALLY** send a copy to fax +965 2457 2555.

4. **ADDITIONALLY** send a copy by email to maphorn@yahoo.com as we live in 21st Century, Subject "**NOTICE OF CLAIM - UNIT 609 AUSTIN HALL, OPPORTUNITY FOR REMEDY**".

5. IF YOU FAIL TO RESPOND THE FACTS CANNOT BE ESTABLISHED.

1. **Failure to have respond within 7 days** will result in a "Notice of Default - Opportunity to Cure Failure to Disclose Information".

2. **If you again fail to respond within 3 days** your inaction will result in a "Notice of Pre-Court Action, Opportunity to Cure Failure to Disclose Information and Notice of Lien".

3. **If you again fail to respond within 3 days** your inaction will result in a "Notice of Default Judgement - Opportunity to Cure and Notice of Commencement of Civil Proceedings"

6. **If you again fail to respond within 3 days** a summary judgement will be applied for accordance with the [Courts Procedure Rules](#), requiring a trust and equity judge, which you may appeal.

7. Remedy recovery procedures will commence through the legal system details of which you can find in **Statement of Facts - Macrocosm - Natural Authority, Rights and Law. Page 4 of 5**

Equity looks to the intent, and will regard substance rather than form
JURIS IGNORANTIA EST CUM JUS NOSTRUM IGNORAMUS. *It is ignorance of the law when we do not know our own rights.* Black's Law Dictionary 4th Edition.

REMEDY FOR HARM CAUSED**SUMMARY OF CLAIM - BACKGROUND**

1. As detailed in the "Statement of Fact - Microcosm - Austin Hall, Unit 609 - Breaches of Trust Pages 1 to 4 of 5" there are numerous proven facts that show severe breaches of the trust agreement in my Agreement of Sale.
2. Of more concern are the breaches regarding the sale of the Freehold, where it appears there was an intent of malfeasance to defraud investors but until the facts are established a judgement cannot be reached. It all hinges around events on the 29 June 2016 where the Secure Deposit Deed was signed, the Charge against PSDL was lifted which secured the investors with the freehold title to compel PSDL undertakings, the freehold was sold to TL and GAM, the completion monies being deposited into the investors trust account held by PSBL and the underlease signed to PSDL from the new Freeholder TL!
3. This is all unlawful as it is in breach of 10.11 requiring the Buyers approval to release the Charges at the Land Registry and with PSDL both against the freehold.
4. The following day the property was removed from the PSDL charge in breach of the Charge which had a negative pledge based upon completion of the Agreement which technically is 5 years from practical completion, however it would be reasonable to accept the intent that from practical completion 10.11 the Secure Deposit Deed is sufficient.
5. In under a month the bulk of the completion payment had been removed from the trust account and did not go to the development.
6. After approximately 3 months the Freehold transfer was register by TL / GAM, containing a covenant in the Title Absolute that TL / GAM undertake to complete the Agreements covenanted by PSDL giving it a higher priority over all other charges!
7. After approximately 5 months the Leasehold transfer was register by TL / GAM.
8. Nothing written was provided by TL beyond empty threat from Michael Gubbay that the investors who have not got their leaseholds must bear the cost by forfeiting the interest payments and assured rent.
9. PSDL made some arrangement with USL when HB fell out of the picture and investors have seen none of this money.
10. And the project is still not finished with no end in sight!

I am not the only one affected. **Hearsay via AHILL** endless contractors and suppliers remain unpaid and hundreds of investors remain unpaid. This is not the way to do treat fellow humans! **The following are detailed in the Statement of Facts - Microcosm - Trustees Breaches of Trust.**

4. **£2,788,730.32** unaccounted for from the sale of the investors security being held in trust by PSDL.

5. **£739,198.68** withdrawn in breach of the SDD.

Estimated as detailed in the Statement of Facts - Microcosm - Trustees Breaches of Trust.

6. **£1,200,000** Lost income due to investors estimate.

This alone totals in excess of what was paid for the freehold by TL / GAM all of which should have gone into finishing PSDL undertakings.

Accordingly I claim on behalf of all investors having an equal share the freehold title WYK463417, and the leasehold title YY78395 as this is the security that was intended for failure to perform!

Worst case the investors can finish the work knowing they have a good investment from the final payments which is what you are after!

In addition TL / GAM (either way you end up paying!) undertake to pay all dues to suppliers, subbies etc., and complete all outstanding works within 60 days from proof of delivery of this notice and walk away happy I am trying to settle this privately! This notice does form part of the process to do it publically. I cannot speak for the choices others may make for themselves.

The facts must be established to evaluate if this is unreasonable and I request you all get together and come up with a better solution for myself and other investors and harmed parties to evaluate!

NOTICE - HONOUR OR MALFEASANCE

The principal distinction between the terms "lawful" and "legal" is that the former contemplates the substance of law, the latter the form of law. To say of an act that it is "lawful" implies that it is authorized, sanctioned, or at any rate not forbidden, by law. To say that it is "legal" implies that it is done or performed in accordance with the forms and usages of law,

Black's Law Dictionary 4th Edition.

LEGAL: Public Law

Between pieces of paper - persons - strawman- legal fictions

HONOR, n. In English law, a seigniorship of several manors held under one baron or lord paramount. Also those dignities or privileges, degrees of nobility, knighthood, and other titles, which

HONOR, v. To accept a bill of exchange, or to pay a note, check, or accepted bill, at maturity and according to its tenor.

JUSTICE, n. In common law. **The title given** in England to the judges of the king's bench and the common pleas, and in America to the judges of the supreme court of the United States and of the appellate courts of many of the states.

JUSTICE, v. In old English practice. To do justice, to see justice done; to summon one to do justice.

Black's Law Dictionary 4th Edition.

LAWFUL: Private Law

Between living humans - Honour, Equity and Trust

NATURAL LAW. This expression, "natural law," or *jus naturale*, was largely used in the philosophical speculations of the Roman jurists of the Antonine age, and was intended to denote a system of rules and principles for the guidance of human conduct which, independently of enacted law or of the systems peculiar to any one people, might be **discovered by the rational intelligence of man**, and would be found to grow out of and conform to his *nature*, meaning by that word his whole **mental, moral, and physical constitution**.

HONESTUS. Lat. Of good character or standing. *Coram duobus vel pluribus viris legalibus et honestis*, before two or more lawful and good men.

EQUITY. In its broadest and most general signification, this term denotes the spirit and the habit of fairness, justness, and right dealing which would regulate the intercourse of men with men,

In a restricted sense, the word denotes equal and impartial justice as between two persons whose rights or claims are 'in conflict; justice, that is, as ascertained by natural reason or ethical insight, but independent of the formulated body of law. This is not a technical meaning of the term, except in so far as courts which administer equity seek to discover it by the agencies above mentioned, or apply it beyond the strict lines of positive law.

In a still more restricted sense, it is a system of jurisprudence, or branch of remedial justice, administered by certain tribunals, distinct from the common-law courts and empowered to decree "equity" in the sense last above given. Here it becomes a complex of well-settled and well understood rules, principles, and precedents.

Black's Law Dictionary 4th Edition.

MALFEASANCE

MALFEASANCE. Evil doing; ill conduct; the commission of some act which is positively unlawful; the doing of an act which is wholly wrongful and unlawful; the doing of an act which person ought not to do at all or the unjust performance of some act which the party had no right or which he had contracted not to do. Comprehensive term including any wrongful conduct that affects, interrupts or interferes with the performance of official duties.

Black's Law Dictionary 4th Edition.

IN WITNESS WHEREOF, affirmed / notarised at

Claimant: **Signature**

c/o 6 Mersey Road, Aigburth, Liverpool

Witness : **Signature**

Witness : **Signature**