

Additional Evidence in Reply to Acknowledgment of Service

1. No Response nor Acknowledgement of Service was received from the following Defendants by the 2nd April as required in CPR 10 3, 1 (b):

- a) 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
- b) 2. **Mr. Allan Freeman**, as agent of **PSDL**, acting as unnamed title, and as the man;
- c) 3. **Mr. Tony Freeman**, as agent of **PSDL**, acting as unnamed title, and as the man;
- d) 6. **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
- e) 7. **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.
- f) 8. **Sol Levi**, as agent of freehold title **GAM**, acting as unnamed title, and as the man.
- g) 13. **Mr. Nick Tellwright**, as agent of **USL**, acting as Director, and as the man.

2. No notification has been received in accordance with CPR 10 4 that the Court has received any Acknowledgement of Service from any of the Defendants.

3. An email was received from defendant 4. Mr. Andrew Dixon, as agent of MVGL, acting as Director, and as the man; on the 19 March 2018.

He was not clear as to his liability in this matter.

I explained his role as a Trustee in my Agreement for Sale and evidenced that further with his actions in my response on the 25 March 2018.

I have received no further responses to my reply to try settle this matter.

Emails on pages 4 and 5 of this Statement of Truth.

4. An email was received from Defendant 9. 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 on the 20 March 2018.

He was not clear as to his liability in this matter.

I explained his role as a Trustee in my Agreement for Sale and evidenced that further with his actions in my response on the 25 March 2018.

I have received no further responses to my reply to try settle this matter.

Emails on page 6 of this Statement of Truth.

Statement of Truth

I believe that the facts stated in this Additional Evidence in Reply to Acknowledgement of Service are true.

Name: Marc Anton Paul Horn

Signature:



13 April 2018

Additional Evidence in Reply to Acknowledgment of Service

5. An email was received from the representative of Defendant 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 as agent of PSDL, acting as attorney and legal representative in various capacities, and as the man; on the 29 March 2018 attaching their Acknowledgement of Service with no written evidence, nor has there been a written agreement for written evidence to be submitted within 14 days. .

a) She claimed I used the incorrect procedure on and the claim should have been brought under Part 7 claiming "substantial dispute of facts"..

I explained the facts were not disputed in the Pre-action Protocol nor within her email in my response on the 30 March 2018 (see page 7 of this Statement of Truth).

b) She further claimed the incorrect Pre-action Protocol was used as reason to dispute the bringing of my action under Part 8.

I explained her client never objected to the Pre-action Protocol being used and by his own freewill responded. Further I pointed out if her client was not even aware of this why would she expect me, a non trained litigant in person to be aware of this actions in my response on the 30 March 2018 (see page8 of this Statement of Truth).

c) She claimed she did not understand the claim form and particulars of claim against David Roberts Solicitors / Wirral Solicitors.

I explained it was his actions in personam that resulted in my claim as it is impossible for pieces of paper to take actions and as he acted for multiple companies it would depend upon which hat he was wearing at the time of his action, hence also against PSDL and PSB L actions in my response on the 30 March 2018 (see page 8 of this Statement of Truth).

I have received no further responses to my reply to try settle this matter.

Emails on pages 7, 8, 9 and 10 of this Statement of Truth.

6 . An email was received from the representative of Defendants 10. Mr. David Choules, as "the Supervisor", agent of **URBAN STUDENT LIFE LIMITED - Company number 07132365** (hereinafter **USL**), acting as Director, and as the man, **11. Mr. Andrew John Buchanan**, agent of **USL, acting as Director**, and as the man, **12. Mr. Declan Lowey**, as agent of **USL, acting as Director**, and as the man.

on the 3 April 2018 enclosing their Acknowledgement of Service enclosing evidence by means of a witness statement.

Statement of Truth

I believe that the facts stated in this Additional Evidence in Reply to Acknowledgement of Service are true.

Name: Marc Anton Paul Horn

Signature:



13 April 2018

Additional Evidence in Reply to Acknowledgment of Service

a) He claimed my using Part 8 was the incorrect procedure as my claim is "significantly factually contentious".

The defendants claimed that the beneficiary was contentious between themselves and defendant 4. in their items 12, 13 and 14.

I pointed out that the Senior Courts Act 1981, 49 (1) that there is no contention as "*wherever there is any conflict or variance between the rules of equity and the rules of the common law with reference to the same matter, the rules of **equity shall prevail.***" and hence there is no contention as the investor is the beneficiary as equity prevails over at Law (see page 11 of this Statement of Truth).

b) He claimed my in personam claims against Defendants 10, 11 and 12 seem unsustainable.

I pointed out that companies cannot take actions, being an impossibility, it is only people that can take actions, and hence if the company does not have sufficient assets for redress then the individuals who took the actions are liable in personam (see page 12 of this Statement of Truth).

c) He claimed the claim against his client were not clear and the remedies sought we not clear.

I directed him to the itemise points pertaining to his clients in the claim and the redress sought.

I have received no further responses to my reply to try settle this matter.

Emails on pages 11, 12 and 13 of this Statement of Truth.

Statement of Truth

I believe that the facts stated in this Additional Evidence in Reply to Acknowledgement of Service are true.

Name: Marc Anton Paul Horn

Signature:



13 April 2018

Marc Horn <maphorn@yahoo.com>

To: Andrew Dixon, Marc Horn

25 Mar at 17:43

Dear Andrew,

Thanks for your reply. I appreciate your trying to help settle this matter. In regards your points:

"I am uncertain what your alleged claims are against myself or the company I represent?"

On the 26 February 2016 you confirmed to all Austin Hall and Asquith House investors your and Mason & Vaughan Group Limited's position in my Agreement for Sale as Trustee. Your continued actions as trustees is confirmed in Annex 4 throughout and Annex 15, pages 1, 2, 6 and 7 in respect to the CRL correspondence in regards the warranty and insurance. Additionally Carl Mills is Trustee on multiple companies as detailed below and Respondent 1.

You are correct this has not been explained as clearly as it could have been.

"• I personally am not, nor ever have been a shareholder as mentioned on Page 1 section 4 in any capacity in any of the aforementioned companies. "

In regards shareholdings and financing these may not directly involve you, however in your capacity as Director you are responsible to notify them as principals and or agents as both you and they hold a fiduciary duty to ensure their investments do not cause harm.

"• I am a Director of MVGL that owns the sales agency Pinnacle Alliance. MVGL is not the parent company of PSDL and is in fact a completely separate group of companies."

MVG is both controlling shareholder in MVGL and PSDL and hence are not a completely separate group of companies as you claim and Carl Mills is a fellow Director of MVGL as well as MVG and PSDL and hence the Trustee obligations fall upon them all.

Hopefully the trustees can settle this matter promptly, however I have completed the pre-court procedures in accordance with the CPR requirements and you failed to respond when given the opportunity putting us in this difficult situation as my claim has been filed in the court.

Regards,
Marc

Today's problems are the result of yesterday's thinking - Be the change you want to see!

On Monday, 19 March 2018, 20:15:40 GMT+3, Andrew Dixon <Andrew.Dixon@pinnaclealliance.com> wrote:

Dear Marc,

I am in possession of your letters dated 23rd February and the 19th of March respectively. I have carefully read though the content of your claim and supporting paperwork. Whilst I entirely understand your frustrations with regards to the position that you are currently in, I am uncertain what your alleged claims are against myself or the company I represent?

I am more than happy to assist where I can without delay, but the information I have on many of your raised points is limited due to the nature of my involvement. I would like to bring your attention to the following:

• I personally am not, nor ever have been a shareholder as mentioned on Page 1 section 4 in any capacity in any of the aforementioned companies.

• I am a Director of MVGL that owns the sales agency Pinnacle Alliance. MVGL is not the parent company of PSDL and is in fact a completely separate group of companies.

Statement of Truth

I believe that the facts stated in this Additional Evidence in Reply to Acknowledgement of Service are true.

Name: Marc Anton Paul Horn

Signature:



13 April 2018

Additional Evidence in Reply to Acknowledgment of Service

Andrew Dixon
Director

Email: Andrew.Dixon@pinnaclealliance.com **Mobile:** +44 (0) 7973 573 301

www.pinnaclealliance.com

Ground Floor, Ocean House, Towers Business Park, Wilmslow Road, Manchester, M20 2LY, United Kingdom (Sat Nav - M20 2YY).

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Statement of Truth

I believe that the facts stated in this Additional Evidence in Reply to Acknowledgement of Service are true.

Name: Marc Anton Paul Horn

Signature:



13 April 2018

Additional Evidence in Reply to Acknowledgment of Service

Marc Horn <maphorn@yahoo.com>

To: Michael Patterson (BE), Marc Horn

25 Mar at 17:43

Dear Michael,

Thanks for your reply. I appreciate your trying to help settle this matter. In regards your points:

"I am a little confused as to why you are currently corresponding with me on this matter or why I have been included in the communications process"

- 1) You are a Trustee in my Agreement for Sale and as a result have obligations resulting from that.
- 2) You have confirmed what USL have previously admitted that they too have taken on the role of a Trustee, and have derived benefit from Austin Hall which under my Agreement for Sale is intended to come to me and similarly to other Settlers, none of which have received the benefit which is a failure in your obligations thereby causing the Beneficiaries harm as detailed in (D)6 to (D)8.
- 3) Additionally you have failed in your obligations as Trustee to Asquith House leaseholders who have not received any income since Q1 2017 as admitted by PSBL accounts provided, causing them harm.

The harm caused due to these failures in performing your obligations are as detailed in (E)6 and (E)7 with my requested equitable remedy.

Hopefully the trustees can settle this matter promptly, however I have completed the pre-court procedures in accordance with the CPR requirements and you failed to respond when given the opportunity putting us in this difficult situation.

Regards,

Marc

Today's problems are the result of yesterday's thinking - Be the change you want to see!

On Tuesday, 20 March 2018, 17:25:13 GMT+3, Michael Patterson (BE) <Michael.Patterson@bloomestates.co.uk> wrote:

Dear Mr. Horn,

I refer to your recent communications regarding your proposed purchase of an apartment via Pinnacle Developments at their Leeds, Servia Road site. I am a little confused as to why you are currently corresponding with me on this matter or why I have been included in the communications process. For clarity I am the Director of Bloom Group Limited, we undertake Lettings and Lettings Management services, amongst additional tasks, either directly with property lease owners or via partnership arrangements with specialist bodies, such as in the case of the Leeds site, Urban Student Life.

I understand that you have not, for reasons out with my control or remit, completed on the purchase of the lease on your property as yet. I'm afraid I can't help you further in this regard, as soon as you complete under the terms of the purchase agreement with the developer then perhaps we can communicate on the matters relating to Buildings Management, which is my main concern.

In the meantime may I request that you cease sending the documentation, that from what I can see is only relevant to the developer in this case, as it is causing unnecessary administration time and clearly taking up significant amounts of your own valuable time.

Yours sincerely

Continued David Roberts Acknowledgement of Service....

Statement of Truth

I believe that the facts stated in this Additional Evidence in Reply to Acknowledgement of Service are true.

Name: Marc Anton Paul Horn

Signature:



13 April 2018

Additional Evidence in Reply to Acknowledgment of Service

Marc Horn <maphorn@yahoo.com>

To: Nicola Hennessy

Cc: Robert Lloyd, Marc Horn, MAP

30 Mar at 15:43

Dear Nicola,

Thanks for your Acknowledgement of service.

Being so familiar with your procedures you no doubt do not need reminding you are required to send that to the court.

In regards Private and Confidential - For this matter to be resolved it must be done so openly and honestly. Private and confidential has little to no credibility as it restricts your beliefs and actions from public scrutiny and hence cannot be deemed helpful to resolve the issues as it cannot be relied upon as a genuine effort to resolve matters. It is human to err and so long as once it is pointed out we incorporate the new knowledge confirming our altered beliefs we are no longer knowingly causing harm.

Numbering your paragraphs as your email below I respond accordingly;

1. We refer to the above matter. - **Noted.**

2. We act on behalf of Wirral Solicitors Limited trading as David Roberts solicitors and their professional indemnity insurers. **Noted**

In respect of your client my claim additionally is against David Roberts in personam, as well as whilst acting for Pinnacle Student Buyers (Leeds) Limited and Pinnacle Student Development (Leeds) Limited.

3. Please find attached our Acknowledgement of Service to Claim number E30LV132. - **Noted**

4. Please note that we will be challenging the issuing of the proceedings under Part 8 Procedure as we do not deem this procedure suitable and proceedings should have been issued under Part 7. - **Noted.**

1. I confirm your client has not disputed any of the facts and in your 6th paragraph below confirm your issue is you do not understand what I am claiming.

2. The facts were established with the pre action protocol with David Roberts and myself under his own freewill with no reservations as to the protocol being used.

3. No other responses were received from the other respondents'.

4. Hence the claim was issued under part 8 as the facts were not in dispute.

5. You have absolutely no substantiation for your statement and hence appears vexatious - please forward your reasoning for my consideration.

5. Additionally I draw your attention to Senior Courts Act 1981, 49

"Concurrent administration of law and equity.

(1) Subject to the provisions of this or any other Act, every court exercising jurisdiction in England or Wales in any civil cause or matter shall continue to administer law and equity on the basis that, wherever there is any conflict or variance between the rules of equity and the rules of the common law with reference to the same matter, the rules of **equity shall prevail.**",

Statement of Truth

I believe that the facts stated in this Additional Evidence in Reply to Acknowledgement of Service are true.

Name: Marc Anton Paul Horn

Signature:



13 April 2018

Additional Evidence in Reply to Acknowledgment of Service

and should you challenge the issue of proceeding upon such a technicality to delay, that will be acting with unclean hands and I would consider the such actions vexatious and notice you that you will be personally liable for such actions.

5. Furthermore, we do not consider that the Pre-action Protocol for Professional Negligence has been followed prior to proceedings issuing and we will be bringing this to the attention of the Court. We consider you should explain why you issued proceedings without following the Protocol. We are sending you a link of the Protocol attached for your information (https://www.justice.gov.uk/courts/procedure-rules/civil/protocol/prot_neg). **Noted.**

1. David Roberts responded to the Pre Court action Notice procedure I used by his own freewill and without objection, being that as describe in the first notice, and the replies and attempts to settle privately are annexed in the claim.

2. David Roberts stated he is unable to help me further to try settle my claim.

3. David Roberts, being a Solicitor should know better and did not point out any other Pre Court Actions, nor Protocols so why on earth would you expect any non professional to even be aware of this as clearly not even professionally trained and experienced solicitors do not even know this!

I suggest you reconsider your position and again I draw your attention to Senior Courts Act 1981, 49

"Concurrent administration of law and equity.

(1)Subject to the provisions of this or any other Act, every court exercising jurisdiction in England or Wales in any civil cause or matter shall continue to administer law and equity on the basis that, wherever there is any conflict or variance between the rules of equity and the rules of the common law with reference to the same matter, the rules of equity shall prevail."

and should you continue to pursue upon such a technicality to delay that will be acting with unclean hands and I would consider the such actions unconscionable and notice you that you will be personally liable for such actions.

6. Finally, we do not consider that the claim has been adequately or properly pleaded such that we are unable to address the claims made by you as it is unclear as to what claims are being made against Wirral Solicitor Ltd. Noted.

The claim is simple - the defendants removed trust property in breach of the Legal Charges, SDD and other obligations as detailed.

The claim is a point by point statement of truth showing the terms of the agreement and Legal Charges and documents, and the individual actions or breaches referenced to the defendants.

In regards your client his actions were in personam whilst acting in his various capacities for Wirral Solicitors, Pinnacle Student Buyers (Leeds) Limited and Pinnacle Student Developments (Leeds) Limited amongst others.

Depending upon which hat he was wearing at what time would determine where he was acting in the capacity of Wirral Solicitors which is assumed where the address is that of Wirral Solicitors being alongside the signatures.

Beyond this you will have to ask David Roberts, your client if you require further clarification as to what hat he was wearing.

As a result of his actions (in various capacities) he has removed the possibility for the legal charges to automatically being triggered following any breach of the Trustees obligations, which was the redress in my agreement.

Depending upon the intent and involvement your client in his various capacities and of the other defendants it certainly appears there was ill intent as your client confirmed the legal charges were removed as a condition of the sale in the pre action protocol both he and I followed without objection and by our freewill.

Statement of Truth

I believe that the facts stated in this Additional Evidence in Reply to Acknowledgement of Service are true.

Name: Marc Anton Paul Horn

Signature:



13 April 2018

Additional Evidence in Reply to Acknowledgment of Service

7. Please confirm by return that you will re-issue and reserve this claim under the proper procedure.

I will not re-issue and reserve this claim under another procedure until 4 and 5 above are addressed.

8. We understand you are a litigant in person who may not be very familiar with the details of procedural rules. We would be happy to discuss this with you if it would assist but we cannot advise you as we do not act for you. However, you should understand we do not think it would be appropriate for us to prepare a Defence in the present circumstances as in our view there are procedural irregularities which must be ironed out. **Noted.**

Equity is about substance and not procedure and I again draw your attention to Senior Courts Act 1981, 49

"Concurrent administration of law and equity.

*(1) Subject to the provisions of this or any other Act, every court exercising jurisdiction in England or Wales in any civil cause or matter shall continue to administer law and equity on the basis that, wherever there is any conflict or variance between the rules of equity and the rules of the common law with reference to the same matter, **the rules of equity shall prevail.**"*

and should you continue to pursue any technicality to delay that will be acting with unclean hands and I would consider the such actions unconscionable and notice you that you will be personally liable for such actions. This action is in Equity and not in Law and I am sure there is no need to remind you Equity looks at substance and not procedure.

9. Can you confirm whether you have served proceedings on the other Defendant's named? It may help if a common approach is taken and we ask you for any contact details you may have with the other parties solicitors.

Yes the claim has been issued against all defendants.

The only contact details I have are those listed.

David Roberts most likely has the phone numbers of the majority of the defendants as he has been directly involved with most of them in his various capacities.

I certainly agree it would be a good idea as you suggest where the defendants between themselves sort this matter, failing which the court must decide who is liable for how much to ensure the obligations of the agreement are fulfilled. That is not for me to judge.

Regards,

Marc

Today's problems are the result of yesterday's thinking - Be the change you want to see!

On Thursday, 29 March 2018, 00:51:07 GMT+7, Nicola Hennessy <hennessy@caytonslaw.com> wrote:

Dear Mr Horn,

We refer to the above matter.

We act on behalf of Wirral Solicitors Limited trading as David Roberts solicitors and their professional indemnity insurers.

Please find attached our Acknowledgement of Service to Claim number E30LV132.

Please note that we will be challenging the issuing of the proceedings under Part 8 Procedure as we do not deem this procedure suitable and proceedings should have been issued under Part 7.

Furthermore, we do not consider that the Pre-action Protocol for Professional Negligence has been followed prior to proceedings issuing and we will be bringing this to the attention of the Court. We consider you should explain why

Statement of Truth

I believe that the facts stated in this Additional Evidence in Reply to Acknowledgement of Service are true.

Name: Marc Anton Paul Horn

Signature:



13 April 2018

In the High Court of Justice Chancery Division Liverpool Claim Number E30LV132 Page 10 of 13
Additional Evidence in Reply to Acknowledgment of Service

you issued proceedings without following the Protocol. We are sending you a link of the Protocol attached for your information (https://www.justice.gov.uk/courts/procedure-rules/civil/protocol/prot_neg).

Finally, we do not consider that the claim has been adequately or properly pleaded such that we are unable to address the claims made by you as it is unclear as to what claims are being made against Wirral Solicitor Ltd.

Please confirm by return that you will re-issue and reserve this claim under the proper procedure.

We understand you are a litigant in person who may not be very familiar with the details of procedural rules. We would be happy to discuss this with you if it would assist but we cannot advise you as we do not act for you. However, you should understand we do not think it would be appropriate for us to prepare a Defence in the present circumstances as in our view there are procedural irregularities which must be ironed out.

Can you confirm whether you have served proceedings on the other Defendant's named? It may help if a common approach is taken and we ask you for any contact details you may have with the other parties solicitors.

Kind regards,

Nicola Hennessy

Solicitor

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continued..... USL Acknowledgement of Service.....

Statement of Truth

I believe that the facts stated in this Additional Evidence in Reply to Acknowledgement of Service are true.

Name: Marc Anton Paul Horn

Signature:



13 April 2018

In the High Court of Justice Chancery Division Liverpool Claim Number E30LV132 Page 11 of 13
Additional Evidence in Reply to Acknowledgment of Service

Marc Horn <maphorn@yahoo.com>

To: e-filing@liverpool.countycourt.gsi.gov.uk, James Fownes

Cc: declan lowy, 'Andrew Buchanan', david@urbanstudentlife.com

5 Apr at 17:46

The Court Manager,
The High Court of Justice
Liverpool District Registry
35 Vernon Street
Liverpool
Merseyside
L2 2BX

5 April 2018

BY EMAIL AND POST (I am overseas at the moment so that may well take a while)

CLAIM NUMBER E30LV132

Please find here under my point by point response to Defendants 10, 11, 12 and 13 formal Acknowledgement of Service and Witness Statement.

Regards,

Marc.

RESPONSE TO ACKNOWLEDGEMENT OF SERVICE AND WITNESS STATEMENT.

Dear James,

Thank you for your acknowledgement of service and witness statement.

Section D you state you object to the use of Part 8 procedure due to "significantly factually contentious" and in Section E you provide evidence of these "inconsistencies".

1 through 11 no contention. (Out of interest 4. what is a "hive up arrangement"?)

12, 13 and 14 in general I draw your attention to Senior Courts Act 1981, 49

"Concurrent administration of law and equity.

*(1) Subject to the provisions of this or any other Act, every court exercising jurisdiction in England or Wales in any civil cause or matter shall continue to administer law and equity on the basis that, wherever there is any conflict or variance between the rules of equity and the rules of the common law with reference to the same matter, the rules of **equity shall prevail.**"*

12. As trustees USL via subcontract or any other mechanism have liabilities to "investors" who are the beneficiaries to the AFS, and the actions of USL confirm they are aware of this as detailed in your witness statement 10.

Statement of Truth

I believe that the facts stated in this Additional Evidence in Reply to Acknowledgement of Service are true.

Name: Marc Anton Paul Horn

Signature:



13 April 2018

Additional Evidence in Reply to Acknowledgment of Service

Additionally at law there is a direct liability to each investor from the date of the termination of the MSA with completed leaseholders.

13. The rules of equity prevail and hence the "investor" is the beneficiary and not USL as you claim, nor Pinnacle Student Developments (Leeds) Ltd.

14. I am not the legal owner as the leases have not been completed for Austin Hall as you correctly state in 13, however I am the Beneficiary of the Trust Agreement being the AFS and the Rules of Equity prevail.

THE CLAIM

15. An Additional Director listed at Companies House is Nick Tellwright.

Only living people can act. A company can do nothing, and hence the people are liable for their actions. The Directors are the Trustees who hold personal liability should the company have insufficient capacity to make good harm caused by those who took the actions and again I refer you to the Senior Courts Act 1981, 49 (1).

16. The defendants are still the Trustees and hence see 15.

17. The part of the claim specific to USL is detailed in (and is additionally admitted in the witness statement filed with the acknowledgement of service) **(D) Additional Trustees Resulting from the Sale of the Freehold,**

6. Additionally USL (Defendants 10, 11, 12 and 13) by admission confirmed on the 29 November 2017 (Annex 17) they had entered an agreement with Defendant 9 (a named Trustee in AFS Annex 5, Page 3, 1.36), thereby confirming their acceptance of Trustee position in my AFS.

7. USL by admission confirmed they were also renting out Units in Austin Hall and provided the list in Annex 18.

8. The Defendant under whose authority USL are renting out the units intended for the Buyers can be established via a CPR 31.12 (1) Specific Disclosure request.

18. The requested remedy is releasing payment of all rental income in full as it forms part of the "assured rent" is stated in **(E) The Loss (continued),**

7. Austin Hall has not reached practical completion as detailed in (D) 4 and (D) 5 above, the leases have not been issued to the Austin Hall Buyers and the Austin Hall buyers have not received the benefit of the actions of USL renting out the units.

iv) The Defendants give an undertaking to the Court that assured rent is paid from the date the Trustees leased the units as detailed in Annex 18.

19. If any of the issues are still not clear please do not hesitate to contact myself.

In summary it appears the only "significantly factually contentious" items is who is the beneficiary to the rental income resulting from the misunderstanding between the legal teams of USL and Pinnacle Student Developments (Leeds) Ltd which I trust has now been cleared up by the Senior Courts Act 1981, 49 **"Concurrent administration of law and equity.** (1), which allows USL to immediately release the rental income in full to the investors who are the beneficiaries of the AFS.

Regards,

Marc.

Today's problems are the result of yesterday's thinking - Be the change you want to see!

On Tuesday, 3 April 2018, 18:48:08 GMT+7, James Fownes <James.Fownes@shma.co.uk> wrote:

Dear Sir

We act for Urban Student Life Limited and the current Directors (Declan Lowy, Andrew Buchanan and David Choules). You will have received our letter in this regard last month.

Statement of Truth

I believe that the facts stated in this Additional Evidence in Reply to Acknowledgment of Service are true.

Name: Marc Anton Paul Horn

Signature:

13 April 2018

Additional Evidence in Reply to Acknowledgment of Service

We have received court papers from you in relation to Austin Hall. Please find attached our formal Acknowledgment of Service and corresponding witness statement which have been filed at Court.

Can you please kindly acknowledge safe receipt.

Yours faithfully

Shakespeare Martineau LLP

James Fownes

Associate Partner

D 0121 214 0647

M 07435 789 673

F 0121 237 3011

E james.fownes@shma.co.uk

Main T 0121 214 0000 ext 1647



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Shakespeare Martineau

No 1 Colmore Square, Birmingham, B4 6AA

DX721090 Birmingham 43



FRAUD PREVENTION

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END.

Statement of Truth

I believe that the facts stated in this Additional Evidence in Reply to Acknowledgement of Service are true.

Name: Marc Anton Paul Horn

Signature:

A handwritten signature in blue ink, appearing to read "Marc Anton Paul Horn".

13 April 2018